

Hold Harmless Release Agreement

In consideration of receiving Re-flashing Advisory Services provided by Snap-on, now or in the future, the undersigned acting on his/her individual basis and as an authorized representative of _____ (the "Business") hereby agrees to release, not to sue, discharge, indemnify and hold harmless, Snap-on Incorporated and its past and present parents, subsidiaries, divisions, affiliates, and associations, agents, employees, officers, directors, partners, principals, members, shareholders, representatives, attorneys, insurers, estates, executors, administrators, heirs, successors, and assigns, if any, and any persons acting by, through, under, or in concert with them from any and all manner of action or actions, cause or causes of action, in law or equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, losses, attorneys' fees, cost or expenses, of any nature whatsoever, know or unknown, suspected or unsuspected, fixed or contingent, which may result from any losses or injuries sustained from the Re-flashing Services.

I acknowledge that Re-flashing may damage the Electronic Control Unit (ECU) being re-flashed or cause other ECU's in the vehicle to be damaged. The potential risks may include, but are not limited to (1) damage to terminal connections, battery condition, vehicle ECU (physical or software) or other vehicle systems (2) introducing network latency, software failures, malware, or software virus's.

I acknowledge that it is the responsibility of the technician present at the vehicle doing the actual work to insure that the prerequisite requirements to re-flash are completed. The technician understands that failure to do so may cause the damages described herein.

I understand that Snap-on and its affiliates cannot affect or change the OEM website or problems with the website and the technician will address any and all problems with the OEM or file a complaint with NASTF directly.

I acknowledge that I am authorized to sign and bind _____ (*insert business name*) to the terms of this Hold Harmless Release Agreement.

I acknowledge that the length of time required to prepare and complete a Re-flash process varies greatly and is out of Snap-on's control

Snap-on may not be able to assist with all post-programming procedures.

PRODUCTS AND SERVICES USED IN THE RE-FLASHING EVENT ARE NOT WARRANTED BY SNAP-ON AND SNAP-ON MAKES NO WARRANTY EXPRESSED, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED.

The release shall be construed according to the laws of the State of California.

Signature _____ Date _____

Printed Name _____

Address _____ City _____ State _____ Zip Code _____