CLICK-WRAP LICENSE AGREEMENT FOR EATON SOFTWARE

IMPORTANT - READ CAREFULLY: This End-User License Agreement ("Agreement") is a binding legal contract between you ("End-User") and between EATON CORPORATION, a Ohio corporation, and its successors and assigns (altogether referred to as "Licensor") for the Software Product identified above.

BY CLICKING THE APPROPRIATE ICON BELOW, OR BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE PRODUCT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR USE THE SOFTWARE PRODUCT.

You are entitled to receive a full refund of any payment made for the Software Product by so requesting and returning any media and materials in an unopened, unused condition within thirty (30) days of payment.

For purposes of this End-User License Agreement, "Software Product" refers to the computer software and associated media, printed materials, and "online" or electronic documentation, including without limitation any and all executable files, add-ons, stencils, templates, filters, tutorials, help files, images, photographs, animations, video, audio, music, text, "applets" and other files and Information, that accompany the Software Product; "Information" means manuals, training materials, or data, in any format whatsoever and not limited to digital, analog, components, or audio provided in connection with the Software Product; "Use" means storing, loading (whether into temporary memory (i.e., RAM) or into permanent memory (e.g., hard disk, CD-ROM or other storage device), installing, executing or displaying the Software Product; the word "or" includes the word "and"; "Information Provider" means Licensor or related third-parties that provide Information used in connection with the Software Product; "Claims or Losses" means any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, judgments, settlements, and expenses of whatever nature, whether incurred by or issued against an indemnified party or a third party, including, without limitation, (i) indirect, special, punitive, consequential or incidental loss or damage, (including, but not limited to, the ability to use a vehicle component, loss of anticipated profits, loss by reason of shutdown in operation or increased expenses of operation, or other indirect loss or damage) and (ii) administrative costs, investigatory costs, litigation costs, and auditors' and attorneys' and fees and disbursements (including in-house personnel); "Person" means any natural person, proprietorship, corporation, partnership, or other entity whatsoever; and, "You" or "End-User" means the End-User listed above and any Person whose funds are used to pay the license fee or subscription fee (if applicable) or who has otherwise acquired the Software Product or accepted delivery of the Information.

PROPRIETARY RIGHTS

As between Licensor and End-User, all right title and interest, including any and all copyrights or trade secrets, in and to the Software Product, including, without limitation, the accompanying media and printed materials, and any copies of the Software Product are owned by Licensor. You, as End-User, through payment of any license fee or use of the Software Product do not acquire title, any ownership rights, or any proprietary or intellectual property rights in and to the Software Product. Further, the Software Product is protected under various intellectual property laws, such as copyright law, patent law, trademark law, trade secret law, and international treaty provisions. End-User acknowledges and agrees that the Software Product constitutes proprietary information and trade secrets of Licensor, whether or not any portion thereof is or may be the subject of a valid copyright or patent. End-User agrees to maintain the Software Product or any portion thereof in strict confidence and shall not publish, communicate or disclose, or permit to be published communicated or disclosed, to third parties the Software Product or any Information associated therewith without Licensor's prior written consent. Further, you as the End-User agree to take all reasonable steps to ensure that persons having access to the Software Product are bound by the terms and conditions of this Agreement and refrain from any unauthorized reproduction or disclosure of the Software Product or any portion thereof.

Should you decide to transmit to Licensor, whether by electronic or non-electronic means, or by any media any materials or other information (including, without limitation, ideas, concepts, techniques, data or pictures), in association with feedback, data, questions, comments, suggestions, inquiries, requests or otherwise, you agree that such submissions are unrestricted and shall be deemed non-confidential at Licensor's sole discretion. To the extent that the submissions are in association with the use of the Software Product, the End-User shall maintain the confidentiality of the submission, as provided for herein. Moreover, you automatically grant Licensor and its assigns a non-exclusive, royalty-free, worldwide, perpetual, irrevocable license, with the right to sublicense, to use, copy, transmit, distribute, create derivative works of, display and perform the same.

LICENSE TERMS

Limited License. In consideration of the payment of each license fee, which is at least a percentage of the price paid by you for the Software Product, or use of the Software Product, and following your acceptance of this Agreement, without modification, Licensor hereby grants End-User a non-exclusive, non-sublicensable, non-transferable, limited right to install and execute one (1) registered copy of the current base version Software Product on a single computer, in machine-readable object code only. End-User shall not have the right to receive or use the source code for the Software Product. You may install the single registered copy on one hard

disk or other storage device for one computer, and you may access and use the Software Product at that location so long as only one copy of the Software Product is in operation. You may also store or install a copy of the Software Product on a storage device, such as a network server, for the purpose of using the Software Product on your computers only over an internal network. However, you must acquire and dedicate a license for each separate computer on which the Software Product is used from the storage device. A single-use license for the Software Product may not be shared or used concurrently on different computers.

If you are a business rather than an individual, you may authorize the personnel associated with your business that agree to individually abide by the terms and conditions of this Agreement to use the Software Product, but only one person at a time, on one computer at a time for each license that you have paid for. You agree to adopt and enforce such internal policies, procedures, and monitoring mechanisms as are necessary to ensure that the Software Product is used only in accordance with the terms and conditions of this Agreement. Further, you shall not copy or modify the Software Product, except that you may copy the Software Product for the sole purpose of backup as long as all copyright and other notices are reproduced and included on the backup copy.

End-User is solely responsible for the installation of the Software Product and is responsible for any conversion of data required in connection with its use of the Software Product to make any such data compatible with the Software Product. Licensor, at its sole discretion may provide you with support services related to the Software Product ("Support Services"). Use of Support Services is governed by the policies and programs described by Licensor in any associated user manual, in "online" documentation, and/or in other materials that it provides. Any supplemental software code or data provided to you as part of the Support Services shall be considered part of the Software Product and subject to the terms and conditions of this Agreement. With respect to technical information you provide to Licensor as part of the registration of your license to the Software Product or in connection with the Support Services, Licensor reserves the right to use such information for its business purposes, including for product support and development.

Information. End-User is granted the right to use the Information under the terms stated herein. Licensor further grants to End-User a nonexclusive, non-sublicensable, non-transferable right during the term of the Agreement to use the Information solely in connection with the Software Product in accordance with the terms of the Agreement. End-User agrees and acknowledges that payment of the license fee(s) for the Software Product does not entitle End-User to any information or data from any third party providers.

RESTRICTIONS ON USE

All rights not expressly granted are hereby reserved by Licensor.

The rights NOT GRANTED TO END-USER, include, but are not limited to the following, and End-User agrees to be legally bound to the same:

1. You may not sell, share, rent, lease or lend the Software Product or any output generated from the Software Product. The output is for the sole and personal use of End-User.

2. You may not alter, deface, decompile, translate or otherwise modify the Software Product or any output generated by the Software Product, including, but not limited to any copyright notices generated in association with the output produced by the Software Product.

3. No license is given to use any output from the Software Product for any other purpose. Nor is any license given to create derivative works using any output from the Software Product.

4. You may not reverse engineer, decompile, or disassemble the Software Product, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

5. You may not break, disable or otherwise circumvent, or attempt to break, disable or circumvent, any encryption that Licensor or its suppliers may include with the Software Product or with any Information associated therewith.

6. You may not electronically transfer the Software Product through a local area network or other network system or through any computer subscriber system or "bulletin board" system.

RESTRICTIONS ON TRANSFER AND DISCLOSURE

End-User shall not assign, sublicense, transfer, pledge, lease, rent, or share the license or any of the licensed Software Product(s) without the prior written consent of Licensor, which may be withheld in Licensor's sole discretion. Any attempt otherwise to assign, sublicense, transfer, pledge, lease, rent or share any of the rights, duties, or obligations hereunder without Licensor's prior written consent is void and an immediate breach of the terms and conditions of this Agreement.

End-User agrees that no output of the Software Product, whether aural, tactile, written, or otherwise, shall be redisseminated, rebroadcast, or otherwise further disclosed to any other Person in any fashion whatsoever. End-User may not sell, lease, furnish or otherwise permit or provide access to the Information to any other Person or to any other office, or place. End-User will not use or permit anyone else to use the Information or any part thereof for any illegal purpose. End-User shall take reasonable security precautions to prevent unauthorized Persons from gaining access to the Information.

TERM AND TERMINATION

This Agreement is effective until terminated. The End-User may terminate this Agreement by returning the Software Product to Licensor. End-User may terminate this Agreement for convenience without cause upon ten (10) days written notice to End-User. If Licensor terminates this Agreement for convenience during the first six (6) months of the term, it shall refund any paid License Fee to the End-User on a pro rata basis such that only one sixth-of the End-User fee shall be refunded if termination takes place in the sixth month.

Notwithstanding anything to the contrary, this Agreement will terminate automatically and immediately (i) if End-User breaches or fails to comply with any term or condition of this Agreement, without prejudice to any other rights Licensor may have arising from End-User's noncompliance, or (ii) if End-User becomes bankrupt or insolvent, but only to the extent permitted by law. In such event, no notice shall be required by Licensor to End-User to effect such termination.

Upon termination of this Agreement for any reason, the End-User agrees to (i) immediately discontinue all use of the Software Product; (ii) deliver to Licensor all diskettes, compact disks, or devices containing the Software Product and all other physical copies of the Software Product; (iii) promptly destroy the Software Product together with all output generated by the Software Product along with all backup copies, modifications, printed or written materials, and merged portions; and (iv) certify in a writing to Licensor within one week after termination of this Agreement that End-User has delivered to Licensor and destroyed the Software Product and all copies of the Software Product in accordance with this Agreement.

INFRINGEMENT

Licensor shall have the right, in its sole discretion, to prosecute third parties for infringement of the rights associated with its Software Product. End-User agrees to fully cooperate with Licensor in the prosecution of any such suit, at Licensor's expense.

LIMITED WARRANTY

Licensor warrants only the media that contains the Software Product to be free from defects in materials and workmanship under normal use for a period of thirty (30) days from the date of End-User's receipt. End-User shall assume responsibility for the installation, use of the Software Product, and results obtained from such use.

LICENSOR CANNOT AND DOES NOT WARRANT THAT THE SOFTWARE PRODUCT ON THE MEDIA OR THE INFORMATION WILL MEET END-USER'S REQUIREMENTS OR THAT THE USE OF EITHER THE MEDIA, THE SOFTWARE PRODUCT CONTAINED THEREIN OR THE INFORMATION (AS APPLICABLE) WILL BE UNINTERRUPTED OR ERROR FREE. LICENSOR DOES NOT WARRANT THE SEQUENCE, ACCURACY, COMPLETENESS OR TIMELINESS OF INFORMATION, WHETHER USED OR USABLE BY THE SOFTWARE PRODUCT, AND WHETHER RECEIVED THROUGH A SUBSCRIPTION SERVICE OR FROM ANY PARTY, NOR DOES IT WARRANT ANY RESULTS OR OUTCOMES PRODUCED BY THE SOFTWARE PRODUCT, THROUGH THE USE OF SUCH INFORMATION OR THROUGH THE USE OF SUCH INFORMATION BY THE SOFTWARE PRODUCT.

The entire risk as to the quality and performance of the Software Product associated with the media, and the quality of the Information, is with End-User. Should the media prove defective for a reason other than one covered by Licensor, End-User assumes the entire cost of all necessary servicing, repair, or correction. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to End-User. This warranty gives End-User specific legal rights, and End-User may also have other rights that vary from jurisdiction to jurisdiction.

REMEDIES

Licensor's entire liability and End-User's exclusive remedy shall be the replacement of any media not meeting Licensor's "Limited Warranty" above and that is returned to Licensor (along with evidence, sufficient in Licensor's sole opinion, showing End-Users full and timely payment of all license fees). If Licensor is unable to deliver a media containing the Software Product that is free of defects in materials or workmanship, End-User may terminate this Agreement by returning the media within thirty (30) days of the Effective Date for a full refund (if End-User has paid any monies to Licensor). In no event will Licensor be liable for any damages, including but not limited to, lost profits, lost savings, or other incidental or consequential damages arising out of the use or inability to use the media or the Software Product associated with the media even if Licensor has been advised of the possibility of such

damages, or for any claim by any other party. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to End-User.

NO OTHER WARRANTIES/NO LIABILITY FOR DAMAGES

No Other Warranties.

SUBJECT TO THE FOREGOING STATEMENTS, THE ABOVE WARRANTIES ARE EXCLUSIVE, AND THE SOFTWARE PRODUCT AND THE INFORMATION (AS APPLICABLE) ARE PROVIDED "AS IS" WITHOUT ANY OTHER WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, THOSE ARISING OUT OF USE OF THE SOFTWARE PRODUCT AND THOSE CONCERNING RECEIPT AND USE OF INFORMATION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR, ITS AGENTS, DEALERS, DISTRIBUTORS OR EMPLOYEES SHALL INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR CREATE ANY OTHER WARRANTIES.

No Liability for Damages.

REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR (OR ITS AGENTS, DIRECTORS, EMPLOYEES OR REPRESENTATIVES) BE LIABLE TO END-USER OR ANY OTHER PERSON FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, ECONOMIC, PUNITIVE OR SIMILAR DAMAGES, OR DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, TRADING LOSSES, LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF SHUTDOWN IN OPERATION OR INCREASED EXPENSES OF OPERATION, COST OF COVER, LOSS OF BUSINESS INFORMATION OR ANY AND ALL OTHER COMMERCIAL OR PECUNIARY DAMAGES OR LOSSES) ARISING OUT OF THE USE OF OR INABILITY TO USE EITHER THE SOFTWARE PRODUCT OR THE INFORMATION (AS APPLICABLE), HOWEVER CAUSED AND ON ANY LEGAL THEORY OF LIABILITY (WHETHER IN TORT, CONTRACT OR OTHERWISE), EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. LICENSOR SHALL NOT BE LIABLE TO END-USER OR ANY OTHER PERSON FOR ANY UNAVAILABILITY, INTERRUPTION, DELAY, INCOMPLETNESS, OR INACCURACY OF THE INFORMATION. END-USER ACKNOWLEDGES THAT THE TERMS OF THIS AGREEMENT REFLECT THIS ALLOCATION OF RISK.

In any event, if any statute implies warranties or conditions not stated in this Agreement, Licensor's entire liability under any provision of this License Agreement shall be limited to the license fee actually paid by End-User to license the Software Product or to receive the Information.

In addition to the foregoing, any action, regardless of form, arising out of this Agreement must be filed within two (2) years after any such cause of action has arisen.

INDEMNIFCATIONS

End-User agrees to defend, indemnify, and hold Licensor, and its officers, directors, agents, and employees, harmless against any and all Claims or Losses (including reasonable attorney fees and costs) incurred through claims of third parties against Licensor as a result of or relating to the acts (or omissions) of End-User (including breach of this Agreement), its use of the Software Product and End-User's receipt and use of any Information, whether authorized or unauthorized under this Agreement, including, but not limited to, actions founded on product liability.

JURISDICTION AND DISPUTES

This Agreement shall be governed by the laws of the State of Ohio (without regard to conflict of law principles) and the United States of America. All disputes hereunder shall be resolved in the applicable state or federal courts in the State of Ohio. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

INTEGRATION

Except to the extent that (i) any additional or different terms may be set forth on Licensor's web site, and which may be amended by Licensor from time to time in its sole discretion, or (ii) are set forth in a separate software license agreement executed by Licensor and End-User, the terms and conditions of this Agreement shall be deemed to control and constitute the entire understanding of the parties.

Both parties have carefully read and understand the terms and conditions of this Agreement and, as such, the terms and conditions contained herein shall not be construed against a party hereto because such party has drafted, or primarily drafted, such language or provision.

NO WAIVER

The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

NOTICES

All notices and other communications to Licensor that are required or permitted under this Agreement will be in writing and will be deemed given when delivered personally or by registered or certified mail, return receipt requested, addressed as follows (or any other address that is subsequently specified by Licensor):

If to Licensor: EATON CORPORATION

SURVIVAL CLAUSES

All provisions of this Agreement relating to Licensor's proprietary rights, disclaimers, and limits of liability or duty, confidentiality, non-disclosure, End-User's actions upon termination, payment of fees by End-User, or indemnification by End-User shall survive the termination of this Agreement for any reason.

ENFORCEMENT; ATTORNEY FEES

If any legal action is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs, and expenses in addition to any other relief to which it may be entitled.

TITLES AND HEADINGS.

Titles and headings to articles, sections, or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to effect the interpretation or construction of this Agreement.

INVALID, ILLEGAL OR UNENFORCEABLE PROVISIONS

In the event that any one or more of the provisions of this Agreement shall for any reason be held by any tribunal of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and each invalid, illegal or unenforceable provision shall be treated by the tribunal as modified to the least extent necessary to rectify its invalidity, illegality or unenforceability and shall be enforces as so modified.

SUCCESSORS AND ASSIGNS

This Agreement will be binding upon and inure to the benefit of parties' successors and permitted assigns. Licensor may assign its rights and obligations under this Agreement without End-User's consent. End-User may not assign its rights or obligations under this Agreement. The Agreement is personal to the End-User. Any attempt by End-User to assign its rights and obligations shall be null and void.

SUBSEQUENT CONFLICTS

Notwithstanding any additional or different terms that may be set forth in the present Agreement, to the extent that there is any ambiguity or conflict between the present agreement and any Web Site End-User Agreement on Licensor's web site, which may be amended by Licensor from time to time in its sole discretion, the Web Site End-User Agreement shall be deemed to supersede the present Agreement.