

### Bully Dog Application Chart

CATERPILLAR	CUMMINS	DETROIT	PACCAR
3406B 14.6L	ISC 8.3L	SERIES 60 12.7L	MX 12.9L
3406C 14.6L	ISC-8.3 8.3L		MX-13 12.9L
3406E 14.6L	ISL 8.9L		PX-8 8.3L
C-10 10.3L	ISL-9 8.9L		PX-9 8.9L
C-11 11.1L	ISM 10.8L		
C-12 12.0L	ISX-11.9 11.9L		
C-13 12.5L	ISX-12 11.9L		
C-15 14.6L	ISX-15 14.9L		
C-15 ACERT 15.2L	ISX-CM870 14.9L		
C-16 15.8L	ISX-CM871 14.9L		
C-7 7.2L	N14 14.9L		
C-9 9.3L			



## WARRANTY AND END USER AGREEMENT TERMS AND CONDITIONS

### FOR BULLY DOG ELECTRONIC PRODUCTS

READ THIS WARRANTY AND USER AGREEMENT TERMS AND CONDITIONS (this "Agreement") CAREFULLY BEFORE INSTALLING AND/OR USING THE ENCLOSED BULLY DOG PRODUCT (the "Product") OR PRODUCT IP. BY INSTALLING AND/OR USING THE PRODUCT OR PRODUCT IP, YOU AGREE TO BE BOUND BY THESE TERMS. YOU MAY RETURN THE PRODUCT WITHIN THIRTY (30) DAYS OF THE DATE OF PURCHASE, IN NEW CONDITION AND WITH A DATED PROOF OF PURCHASE, TO THE PLACE OF PURCHASE, AT PARTICIPATING BULLY DOG DEALERS FOR A FULL REFUND.

1. Definitions.

"Purchaser" means the first purchaser of the Product who puts it into service.

"Product IP" means all or any portion of Bully Dog's intellectual property and/or proprietary information, associated with any Product regardless of form or medium, together with any improvements, modifications, derivative works, updates or upgrades.

2. Warranty. Subject to the exclusions described below, Bully Dog warrants that the Product (meaning solely the physical Product or parts contained within the Product kit and excluding any Product IP) will be free from defects in material and manufacture for one (1) year from date of purchase by the Purchaser, exclusive of Bully Dog distributors, jobbers, and dealers. This Warranty extends only to the Purchaser and not to any subsequent purchasers or users of the Product. This Warranty may not be transferred in whole or part.

3. Exclusions. This Warranty does not apply to:

- Installation of the Product or failure or inadequate performance of the Product due to improper installation (the Purchaser must determine the appropriateness of the Product for Purchaser's application);
- Attachments, accessory items, and parts not manufactured by Bully Dog;
- Product that has been installed with other aftermarket parts or altered or modified in any way; or
- Normal wear and tear; damage caused by accident, abuse, neglect, misuse, negligence, vandalism, acts of God, improper storage or handling, or disasters such as flood, fire, or war; failure to operate, maintain, or repair the Product in accordance with the instructions supplied by Bully Dog; or failure to install, operate, maintain, or repair the vehicle into which the Product is installed in accordance with the vehicle manufacturer's instructions or common maintenance practices.

4. Conditions of Warranty Coverage. This Warranty shall not apply if the Product:

- is used in an application different from the one for which it was designed according to Bully Dog's published technical and promotional materials; or
- is installed by a dealer that is not licensed or authorized by Bully Dog.

5. Disclaimer and Exclusion of Other Warranties. The preceding warranties are the exclusive warranties given by Bully Dog for the Product and the Product IP and supersede any prior, contrary or additional representations, whether oral or written. ANY IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED, EXCEPT FOR THE LIMITED DURATION OF THE ONE YEAR PERIOD OF THE EXPRESS WARRANTY FOR THE PRODUCT. BULLY DOG AND ITS DISTRIBUTORS, JOBBERS, AND DEALERS DISCLAIM AND EXCLUDE—AND PURCHASER HEREBY WAIVES, RELEASES, AND RENOUNCES—ALL OTHER WARRANTIES.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

6. Exclusive Remedy. If the Product fails to conform to the preceding warranties, the Purchaser must notify Bully Dog within a reasonable time and in no event more than fifteen (15) days after the discovery of the nonconformity. Purchaser must obtain a Return Authorization Number (RMA) from Bully Dog. Purchaser must then deliver the Product, together with proof of date of purchase and RMA number, to Bully Dog at the following address:

Bully Dog Technologies  
2839 Hwy 39  
American Falls, ID 83221

or to any other site designated by Bully Dog. Purchaser shall be responsible for and must prepay any shipping expense for return of the Product to Bully Dog. Bully Dog will investigate and, in the event of a breach of warranty, will provide, at its sole option and within a reasonable period of time:

- repair of any nonconforming Product or components;
- replacement of any nonconforming Product or components with conforming product or components; or
- if a replacement product of the same model is not reasonably available, replacement of any nonconforming Product with substantially similar product.

Repaired or replacement products will conform to the warranty for the unexpired duration of the warranty period for the original, nonconforming Product. Bully Dog may use used or repaired material for all warranty claims. This remedy does not cover any labor charged or travel time incurred for diagnosis, removal, or reinstallation of the Product; the cost of transportation of the Product or any replacement product to or from Purchaser; or any other contingent expenses. THE REMEDY SELECTED BY



BULLY DOG IN ACCORDANCE WITH THIS PARAGRAPH SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

7. License Grant. Bully Dog hereby grants to the Purchaser, subject to the terms and conditions of this Agreement, a non-exclusive, nontransferable, limited right and license to use the Product IP solely for the intended Product use as described in the Product materials. All rights not expressly granted to the Purchaser in this Agreement are reserved to Bully Dog. No right, title, interest or license to the Product IP or any other trademark, service mark, logo or any other intellectual property of Bully Dog is granted to the Purchaser by this Agreement.

8. License Restrictions. Bully Dog reserves all rights in and to the Product IP not expressly granted to the Purchaser in Section 7 above. Without limiting the foregoing, the Purchaser will NOT: (a) use the Product IP for any purpose other than its intended use (as described in Section 7); (b) sell, resell, rent, lease, encumber, transfer, sublicense, distribute, redistribute, copy, reproduce, modify or share the Product IP; (c) disassemble, decompile, or reverse engineer the Product IP or otherwise attempt to discover the source code and/or other trade secrets of Bully Dog; (d) use or allow the use of the Product IP in contravention of any federal, state, local, foreign or other applicable laws, rules or regulations; (e) make any modification, adaptation, improvement, enhancement, translation, or derivative work of or to the Product IP; (f) remove, alter, or obscure any proprietary notices (including copyright notices) of Bully Dog or its suppliers in the Product IP; or (g) use the Product IP for purposes for which it is not designed.

9. Protection of Product IP. The Purchaser agrees to take all reasonable steps to protect the Product IP from unauthorized copying or use.

10. Ownership. The Product IP and all rights therein shall be the exclusive property of Bully Dog.

11. Term and Termination of License. Bully Dog may terminate the license provided in Section 7 above and the Purchaser's right to use the Product IP for any reason without notice to the Purchaser. If the Purchaser violates any provision of this Agreement, the Purchaser's permission to use the Product IP shall automatically terminate and the Purchaser must immediately cease using the Product IP and remove all copies of any software from his, her or its computer(s) and/or server(s).

12. Exclusion of Consequential and Other Damages. BULLY DOG AND ITS DISTRIBUTORS, JOBBERS, AND DEALERS SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY WARRANTY, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT OR FROM THE NEGLIGENCE OR OTHER TORT OF BULLY DOG OR ITS DISTRIBUTORS, JOBBERS OR DEALERS. THIS EXCLUSION COVERS, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, ADDITIONAL COSTS INCURRED BY PURCHASER, AND CLAIMS BY PURCHASER'S CUSTOMERS OR OTHER THIRD PARTIES. FURTHER, THE PRODUCT IP IS SUBJECT TO CHANGE OR WITHDRAWAL AT ANY TIME WITHOUT NOTICE TO THE PURCHASER. BULLY DOG SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT IP, EVEN IF BULLY DOG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUE, LOSS OF USE OF THE PRODUCT IP, LOSS OF DATA, FAILURE TO STORE, NONDELIVERY OR UNTIMELY DELIVERY OF ANY INFORMATION OR DATA, OR COSTS OF RECREATING LOST OR OVERRIDDEN DATA, OR THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM. THE PURCHASER SHALL NOT MAKE ANY CLAIMS AGAINST BULLY DOG OR ITS LICENSORS FOR LOST OR OVERRIDDEN DATA, RE-RUN TIME, INACCURATE OUTPUT, WORK DELAYS, DAMAGE TO EXISTING BULLY DOG PRODUCTS OR TO VEHICLES AND OTHER ELECTRONIC EQUIPMENT, COSTS RELATED TO ANY OF THE AFOREMENTIONED, COST OF SUBSTITUTE EQUIPMENT OR SOFTWARE, OR LOST PROFITS RESULTING FROM THE PURCHASER'S USE OF THE PRODUCT IP.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

13. Indemnification. Purchaser agrees to indemnify, defend and hold Bully Dog and its distributors, jobbers, and dealers harmless from any claim arising out of or related to the Product or the Product IP or its use, installation, or service.

14. Applicable Law. This Agreement will be governed by the laws of the State of Idaho, excluding the application of its conflicts of law rules. The U.N. Convention on Contracts for the International Sale of Goods will not apply to this Agreement. In any action or proceeding arising in whole or part from this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Venue for any such action or proceeding shall be in a state court of competent jurisdiction located in Power County, Idaho, or in the United States District Court for the District of Idaho.

15. Severability. If any part of this Agreement is found to be void or unenforceable, then the remainder shall have full force and effect, and the invalid provision shall be partially enforced to the maximum extent permitted by law to effectuate the purpose of the Agreement.

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements between Bully Dog (or any of its distributors, jobbers, or dealers) and Purchaser concerning the Product, including any oral representations. Any prior or extrinsic representations or agreements are intended to be discharged and nullified. No amendment, modification, or waiver of this Agreement will be valid unless set forth in a written instrument signed by Bully Dog and Purchaser.

This Agreement gives you specific legal rights, and you may also have other rights which vary from state to state.