

## Customer Agreement - COPY ONLY

The RAP kit and accompanying service is to provide flash reprogramming service for existing ECU's, replacement ECU's and other electronically controlled replacement parts and assemblies. Drew Technologies reserves the right to update this customer agreement form as needed.

### Terms of Agreement

1. The RAP kit is provided as a rental and is a pay per service. The pay per service fee is automatically charged when the customer powers the system up, contacts a remote technician, and agrees to the service and fee.
2. The RAP kit service is required to be used a minimum of two or more times a month. If this minimum requirement is not met, a \$19.95 rental fee will automatically be charged to the customer's credit card on file.
3. Ownership: The RAP kit is and shall remain the exclusive property of Drew Technologies and will be returned upon request. Customer accepts full responsibility for the RAP kit upon receipt of delivery. If for any reason the kit is tampered with, lost, stolen, damaged, or not returned within 30 days of being requested by Drew Technologies, a \$500 core charge will automatically be charged to the customer's credit card on file.
4. In addition to completion of proper and professional diagnostics and related repair procedures, including any accompanied and required parts replacements, the customer will only request remote programming service on a vehicle that does not have any existing electrical issues, is not a total loss vehicle, has not been rebuilt, in a flood, or has a branded title.
5. Customer agrees to follow all instructions, both documented and verbal, as provided by the remote technician.
6. Drew Technologies guarantees success. In the event that a remote programming event fails, Drew Technologies will cover the cost related to ensuring a successful reprogramming event.

### Additional Terms and Conditions

#### 1. Service and Fee

- a. To get started, customer will create a username and password during initial RAP kit service.
- b. Customer agrees to accept full responsibility for any charges. These charges are authorized either by verbal confirmation with remote technician or by on-screen option selected as approved.

#### 2. Guarantee

Drew Technologies guarantees ECU flash programming success as long as following conditions are met:

- a. Any ECU or electronically controlled replacement assembly or part that requires flash reprogramming. Not covered:
  - i. Those that are not OE new or OE reconditioned will not be guaranteed.
  - ii. Those that are on a vehicle with performance parts, aftermarket tunes, or performance programming devices will not be guaranteed.
- b. The ECU being installed must be the correct part and in working condition. If the ECU being installed is determined to be defective or an incorrect part, Drew Technologies will not be responsible for its replacement cost as supplier warranties should still be in effect.
- c. Instructions conveyed by Drew Technologies to the customer that are not followed will void the warranty.
  - i. For example, if the customer did not connect the battery maintainer as required and Drew Technologies finds out that the customer did not follow these instructions, the service will no longer be guaranteed.
- d. There must be no other problems with the vehicle that may affect the reprogramming. For example, if Drew Technologies decides to send the vehicle to a dealership to be repaired and the dealership determines that the ECU cannot be programmed until another problem with the vehicle is rectified (such as a faulty ground connection, corroded wiring harness, or aftermarket accessory that is interfering, etc.), then the Customer will be responsible for the cost to rectify that problem.
  - i. For example: if the vehicle is towed to a dealership or a 3rd party technician is hired and the vehicle is diagnosed at the expense of Drew Technologies and the problem is determined to be entirely caused by an existing problem with the vehicle, Drew Technologies will invoice the shop for all such expenses.
- e. Guarantee does NOT apply to: salvage, rebuilt, flood, or total loss vehicles.
- f. If a ECU programming failure occurs, Drew Technologies may ship additional tools to the customer for assistance in the recovery of that ECU. The customer is responsible for that tool(s) and their timely return. If they are kept at the shop for more than 2 days after a recovery attempt is complete, a recovery tool rental fee of up to \$25/day may occur. Failure to return those tools will result in a charge of the entire value of those tools.

#### 3. Repair

In the event of a flash programming failure, Drew Technologies may use any means available and, at its option, to repair the vehicle. Drew Technologies may pay to have the vehicle towed to a dealership, ship the Customer an OE new or OE reconditioned ECU, ship a factory tool, send a mobile technician onsite, or resolve the issue in any other way deemed necessary. Drew Technologies will work to resolve the issue as quickly as reasonably possible while using the same practices that the shop typically would have used if it had encountered the same problem.

#### 4. Core Charge

Customer accepts full responsibility for the RAP kit and understands following conditions may trigger core charge:

- a. Damage to the RAP kit excluding normal wear or electronic defects of parts within the kit.
- b. Attempts or Disassembly of the RAP kit, attempts to or installation any software on the tablet, or attempts to reverse engineering of the RAP kit.
- c. If RAP kit is damaged, the customer will be charged the repair cost, up to, but not exceeding \$500. If cables are damaged or lost, the customer will be charged the replacement cable cost.