

SOCAL DIESEL DSP4 FIRMWARE LICENSE AGREEMENT

BY OPENING THE SEALED PACKAGING ON THIS DSP4 SWITCH, WHICH CONTAINS FIRMWARE, YOU BECOME A PARTY TO THIS FIRMWARE LICENSE AGREEMENT (“AGREEMENT”) AND AGREE TO BE BOUND BY ALL OF ITS TERMS CONTAINED HEREIN. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT OPEN THIS SEALED PACKAGE; RETURN THE UN-OPENED PACKAGE TO THE VENDOR FROM WHOM IT WAS PURCHASED.

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To view the full EULA prior to purchase, please visit:
www.shop.socaldiesel.com/pages/dsp4-eula.html

2. WARRANTY. SoCal warrants that it is the owner of the Firmware or has the right to grant the license described in this Agreement without violating the rights of any third party and the media containing the Firmware shall be free from defects for a period of thirty (30) days from the date of purchase of the Firmware.

3. DISCLAIMER. TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE WARRANTIES IN PARAGRAPH 2 ARE IN LIEU OF, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT ALLOWED BY LAW, SOCIAL IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING THE LOSS OF PROFITS, REVENUE, DATA, OR USE OR COST OF SUBSTITUTE GOODS INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF SOCIAL OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. TERMINATION. This Agreement shall terminate automatically if you fail to comply with the limitations described above and/or the terms herein. You may terminate this License Agreement at any time. In the event of termination, you agree to stop using the Firmware and the Product, and to destroy the Firmware and Product, together with all copies and related materials.

6. EXPORT CONTROLS. None of the Firmware or underlying information or technology may be downloaded, exported, or re-exported into any country to which the United States (“U.S.”) has embargoed goods, or to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Commerce Department’s Table of Deny Orders. By downloading or using the Firmware, you are agreeing to the foregoing and you are representing and warranting that you are not a national or resident of, or located in or under the control of, any country subject to such export controls.

1. LICENSE GRANT. SoCal Diesel, Inc. (“SoCal”) hereby grants you the following rights provided that you comply with all terms and conditions of this Agreement: You are granted a nonexclusive license to use SoCal’s firmware contained in the DSP4 Switch product that you purchased (“the Firmware”) for the sole purpose of operating the purchased DSP4 Switch (the “Product”). The Firmware refers to the software that is stored in the locked microprocessor chip that is located in the Product. The Firmware may not be separated from the Product, in whole or in part, for use on more than one Product or other device. The Firmware includes trade secrets and proprietary information that belong to SoCal and its licensors. SoCal and its licensors maintain ownership of the Firmware, information generated by the Firmware, any and all related materials, and reserve all rights not expressly granted to you.

1.1. You have no rights to any source code or object code for the Firmware. You agree not to, or cause or permit, directly or indirectly the modification, disassembly, recompilation, or reverse engineering of the Firmware, in whole or in part, or otherwise attempt to gain access to the source code to the Firmware. You agree not to create derivative works or cause or permit others, directly or indirectly to create derivative works based upon the Firmware. Except as otherwise provided for herein, you may not distribute, rent, lease, sell, license, or otherwise transfer rights in the Firmware, or information generated by or used by the Firmware, to any other person or entity or make any other commercial use of the Firmware or the information generated by or used by the Firmware for financial or other form of gain.

1.2 You must retain all copyright and trademark notices on the Firmware and take reasonable steps to protect SoCal’s and its licensor’s intellectual property rights. This Agreement does not transfer any ownership rights in the Firmware or any related materials to you or to any third party.

7. RESTRICTED RIGHTS. The Firmware is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at [FAR 52.227-19](#), subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause in [DFARS 252.227-7013](#), or subparagraph (d) of the Commercial Computer Software—Licensing at NASA FAR Supplement 16-52.227-86, or their equivalent, as applicable.

8. UPDATES. SoCal and its licensors have no obligation to provide updates, bug fixes or error correction. If SoCal provides updates, such updates may delete or change the nature or features of the Firmware, including functions you may rely upon and you may lose data. When you send your SoCal DSP4 Switch to SoCal for updates, you consent to updates by SoCal. Any updates shall be deemed and shall constitute part of the Firmware and the terms of this Agreement apply to such updates.

9. TRANSFER. You may transfer this Agreement and the rights to the Firmware granted herein to any third party with the transfer of the corresponding Product containing the licensed Firmware (retaining nothing) provided that, prior to the transfer the transferee receiving the Product including the Firmware must agree to all of the terms in this Agreement, by signing and dating next to paragraph 11. Agreement, below.

10. MISCELLANEOUS. This Agreement represents the complete agreement between the parties concerning the Firmware and this license, and supersedes any and all prior agreements or representations. This Agreement may only be amended by a writing executed by both parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement shall be governed by and construed under California law without reference to its principles of conflicts of law. At SoCal’s sole discretion, the parties consent to the exclusive jurisdiction and venue in any California State or Federal Court of competent jurisdiction located in the Central District of California. Should a dispute arise out of the enforcement of this Agreement, the prevailing party shall be entitled to an award of its reasonable costs and attorney’s fees in addition to any other damages or other awards ordered by the court. Paragraphs 1.1, 1.2, 2-4 and 10 shall survive termination of this Agreement.

11. AGREEMENT. By opening the sealed packing containing the Firmware, I agree to the above terms. By accepting a Transfer of this SoCal DSP4 Switch and Firmware, as described above, I agree to the above terms and to be bound thereby.

2014 - 2019 E98 - 2.8L Duramax **DSP4 Switch Installation Instructions**

2014 - 2019 E98 - 2.8L Duramax pickup truck operating systems will support 4 tunes.

****Do not attempt to flash your ECM with the pass through switch plugged in to your OBDII port.****

- 1) Remove the knob from the switch using the supplied .050 hex key wrench. Loosen two hex keys located 90 degrees apart.
- 2) Remove the hex nut using a 1/2" socket.
- 3) Remove the star washer.
- 4) When using an operating system with 4 tunes, the tabbed washer can be relocated to limit the switch to 4 positions. Rotate the switch setting to the further most counter clockwise setting. Remove the tabbed washer and carefully relocate the tab to the desired slot. A small magnet is very helpful to reposition the tabbed washer. Note: The number appears to the left of the desired slot.
- 5) With the tabbed washer now in the desired position, insert the switch through a 3/8" diameter hole, install the star washer, tighten the hex nut firmly with care taken that the threads are made of plastic. Install the knob with one of the hex keys aligned with the flat on the switch stalk. Tighten using the supplied .050 hex key wrench.
- 6) 90 degree DSP4 cables will simply plug into the OBDII port.
- 7) There is a blue LED on the back of the switch for diagnostic purposes. When switching tunes the blue LED will flash the same number of times as the tune you have selected. 4 flashes = Tune # 4.
- 8) Pass through DSP4 cables (which allow the use of other OBDII monitoring devices to be used in conjunction with DSP4 switchable tuning) may be installed by removing the truck's existing OBDII connector from the bracket under the dash by depressing the tabs on either end of the connector. This will allow the connector to be removed from the back of the bracket and inserted into the female plug of the DSP4 connector. The male portion of the DSP4 cable can then be inserted through the dash bracket and the OBDII cable from the auxiliary monitoring device can be attached to the male portion of the DSP4 connector, which will hold the entire assembly in place in the dash bracket.