

For North America

Hydrema U.S., Inc.

HYDREMA TERMS OF USE

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These terms and conditions of use ("**Terms of Use**") govern your use of our online interfaces and digital properties (e.g., websites and mobile applications) owned and controlled by Hydrema, Inc. and/or its wholly owned subsidiaries (collectively, "**Hydrema**"), including, without limitation, (1) our [website](#) and its subdomains, (2) "**Machinery**" of "**Machines**", which refers to the Hydrema family and catalogue of Machines, including dump trucks, backhoe loaders, excavators, rail excavators, rail dump trucks, defense machinery, etc. Many Hydrema Machines come equipped with or can be upgraded to utilize telematics devices, equipment, hardware ("**Telematics Equipment**") and software ("**Telematics Software**") which monitors the location, movements, status, activities, statistics, operation, and behaviors of Hydrema Machinery. The Telematics Equipment, Software and related data services are referred to collectively in these Terms of Use as "**Platform**", whereby Hydrema's Licensor is Proemion GmbH and as such third-party beneficiary under these Terms of Use. Your compliance with these Terms of Use is a condition to your use of the Platform. If you do not agree to be bound by the Terms of Use, promptly exit the Platform. Please also consult our [Privacy Policy](#) for a description of our privacy practices and policies.

1. Ownership of the Platform

All pages, features and content within the Platform and any material made available for download is the property of Hydrema, or its licensors or suppliers, as applicable. The Platform is protected by United States and international copyright and trademark laws. The contents of the Platform, including without limitation all data, files, documents, text, photographs, images, audio, and video, and any materials accessed through or made available for use or download through these Platform ("**Content**") may not be copied, distributed, modified, reproduced, published or used, in whole or in part, except for purposes authorized by these Terms of Use or otherwise approved in writing by Hydrema. You may not frame or utilize framing techniques to enclose, or deep link to, any name, trademarks, service marks, logo, Content or other proprietary information (including images, text, page layout, or form) of Hydrema without our express written consent.

2. Access to Platform, Security and Restrictions; Passwords

You are prohibited from violating or attempting to violate the security of the Platform, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; or (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (c) accessing or using the Platform or any portion thereof without authorization, in violation of these Terms of Use or in violation of applicable law.

You may not use any scraper, crawler, spider, robot or other automated means of any kind to access or copy data on the Platform, deep-link to any feature or content on the Platform, bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Platform.

Violations of system or network security may result in civil or criminal liability. Hydrema will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of these Platform or any activity being conducted on these Platform.

In the event access to the Platform or a portion thereof is limited requiring a user ID and password ("**Protected Areas**"), you agree to access Protected Areas using only your user ID and password as provided to you by Hydrema. You agree to protect the confidentiality of your user ID and password, and not to share or disclose your user ID or password to any third party. You agree that you are fully responsible for all activity occurring under your user ID. Your access to the Platform may be revoked by Hydrema at any time with or without cause. You agree to defend, indemnify and hold Hydrema harmless from and against all third-party claims, damages and expenses (including reasonable attorneys' fees) against or incurred by Hydrema arising out of your breach of these Terms of Use or violation of applicable law, your use or access of the Platform, or access by anyone accessing the Platform using your user ID and password.

3. Dealers.

If you are a dealer that sells, leases or rents Hydrema Machines, in addition to being bound by these Terms of Use, you are responsible for requiring your customers and end users (collectively “**Customers**”) to comply with these Terms of Use. In this regard, you agree to ensure that all Customers are notified of and affirmatively agree to these Terms of Use.

4. Remote Shutoff and Disabling.

The Telematics Software and Equipment may have the capability to remotely disable or shut off your Machinery. Hydrema reserves the right to remotely shut off for disable your Machine in the event and to the extent Hydrema has a legal and lawful basis to do so. If you are a Dealer, you are solely responsible for complying with all applicable laws, statutes and regulations in connection with remotely disabling or shutting off Hydrema Machinery.

5. License to use the Platform

Hydrema grants to you a nontransferable license to use the Platform on devices that you own or control. Hydrema reserves all rights in and to the Telematics Software not expressly granted to you under this Agreement. The terms of this Agreement will govern any content, materials, or services accessible from or purchased within the Telematics Software as well as upgrades provided by Hydrema that replace or supplement the original Telematics Software, unless such upgrade is accompanied by a new or revised Agreement. You may not copy (except as permitted by this license), reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the our Platform, any updates, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-sourced components included with the Platform).

6. Limitations on License.

The license to use the Platform are restricted as follows:

- a. **Limitations on Copying and Distribution.** You may not copy or distribute the Platform.
- b. **Limitations on Reverse Engineering and Modification; APIs.** You may not (i) reverse engineer, decompile, disassemble, modify or create works derivative of the Platform, except to the extent expressly permitted by applicable law.
- c. **Transferring Your Hydrema Machinery to a Third Party.** In the event that you sell, lease, rent, or any other assigning of your rights to use or own and Hydrema Machinery, you must either (1) ensure that the Third

Party agrees to these Terms of Use in a legally binding manner; or (2) notify Hydrema of the transfer of legal rights.

- d. **Proprietary Notices.** You may not remove any proprietary notices (e.g., copyright and trademark notices) from the Platform or their documentation.
- e. **Use in Accordance with Documentation.** All use of the Platform must be in accordance with its then current documentation, if any, provided with the Hydrema Machinery or made available on Hydrema’s website.
- f. **Compliance with Applicable Law.** You are solely responsible for ensuring your use of the your use of the Platform is in compliance with all applicable foreign, federal, state and local laws, and rules and regulations, including but not limited to, traffic laws and violations.

7. Online Services Associated with the Platform.

The Platform may be used to access certain monitoring, reporting, data analytics and other online services (“**Online Services**”). The Online Services may be provided by Hydrema, Hydrema’s service providers, or other third parties. Hydrema has no responsibility for any Online Services provided by third parties. In some cases, you will not receive a separate notice when the Platform connect to those services. Using the Platform constitutes your consent to the transmission of standard device information (including, but not limited to, technical information about your device, system, Hydrema machinery information, and application software) to those services. Your use of those services may be governed by additional terms and conditions. Using the online services will constitute your acceptance of and agreement to be bound by those additional terms and conditions, if any. You may not use any online services in any way that could harm those services, disrupt their operation, or impair any other user’s use of those services or the wireless network through which they are accessed. You may not use the online services to gain unauthorized access to or use of any service, data, account, or network by any means.

8. Location-Enabled Features.

Certain location-enabled functionality is made available through the Platform. You must exercise your own judgment as to the adequacy and appropriateness of the information. All location-based information is provided entirely “as-is,” without warranties, express or implied, of any kind.

9. Platform Support; Functionality.

All questions and requests relating to Hydrema Platform support must be directed to Hydrema. We may change or remove functionality and other features of the Platform at any time, without notice.

Hydrema may, at any time, modify, upgrade or release a new version of the Telematics Software, or any portion of its features and functions. Unless otherwise expressly and separately agreed by Hydrema, any new version of the Telematics Software will be subject to the terms of this Agreement. If you do not wish to be subject to the terms of this Agreement with respect to such new version of the Telematics Software, you may terminate this Agreement by contacting us or stopping your use of the Platform with Telematics Software. Certain features and functions of the Telematics Software may be made available based on the specific configuration of Machinery or only for certain Subscription levels and, therefore, may not be made available to you as part of your Subscription level. Hydrema reserves the right to introduce new features or functionality to the Telematics Software for your Subscription level. You may be required to pay additional fees to access or use newly added features or functionality. For the avoidance of doubt, telematics connectivity, fluid sampling services, inspections and other similar services are not provided under this Agreement; you will need to enter into separate agreements with Hydrema or third parties in order to receive these and other services, such as those that generate data and information that is further processed in connection with the Telematics Software.

Hydrema may provide the Telematics Software, and certain pre-release versions, features and functions of the Telematics Software, to you on a trial or evaluation basis (the "**Evaluation Offerings**"). With respect to any Evaluation Offerings, Hydrema grants you (including end users) a limited, non-exclusive, revocable right and license to access and use the Evaluation Offerings during the Term on a trial basis, solely in a non-production capacity for your own internal testing and evaluation of the Evaluation Offerings. Notwithstanding anything to the contrary in this Agreement, Evaluation Offerings will not be subject to support or other obligations of Hydrema, and are provided on an "AS IS", "AS AVAILABLE" basis only. Hydrema may terminate your right to access and use the Evaluation Offerings at any time, in its sole discretion. All restrictions, limitations and obligations relating to your access to and use of the Telematics Software set forth in this Agreement shall apply to your access to and use of the Evaluation Offerings.

10. Telematics Software Information

Collection of Registered Asset Data and Other Data.

You acknowledge and agree that Hydrema collects, transmits and processes (and may have collected, transmitted and processed prior to you entering into this Agreement) information relating to the Telematics Software and the use of Machinery (collectively, "**Telematics Software Information**") as further described in Hydrema's Privacy Policy, Hydrema's Global Data Privacy Policy, and the specific privacy notices or policies applicable to the Telematics Software (collectively, the "**Privacy Policies**"). Telematics Software Information may include System Data, Operations Data, Personal Information and Location Data, each as defined and described in the Privacy Policies. Except for account information, you acknowledge and agree that, to Hydrema, the Telematics Software Information is not Personal Information and the Telematics Software Information is not intended to be Personal Information.

Telematics Software Information includes information (including data analytics and insights): (i) collected from Machinery and/or the Platform, (ii) collected from other sources (whether provided by third parties or Hydrema) that make such information available to the Telematics Software; (iii) information (including data analytics and insights) derived from or relating to access to or use of the Telematics Software; and (iv) information collected independent of the Telematics Software.

You (including any users you allow access to) consent to the collection, storing, processing, use, sharing and disclosure of all Telematics Software Information, regardless of whether collected prior to you entering into this Agreement or thereafter, in accordance with the Privacy Policies. The Privacy Policies may change from time to time, so review them with regularity and care. If the Privacy Policies materially change, Hydrema will notify you by indicating in the Telematics Software the Telematics Software, the website, by email, or by other reasonable means. Specific information collected, transmitted and processed may change over time and vary based on, among other things, the Platform, the telematics hardware installed on the Machinery (and the configuration of such hardware), the version of the Telematics Software and as detailed in the Privacy Policies.

Use and Disclosure of Telematics Software Information. You hereby grant to Hydrema and its affiliates, and each of their respective licensors, service providers, suppliers, subcontractors and distributors a non-exclusive, worldwide, perpetual, paid-up, right and license, including the right to grant and authorize sublicenses through multiple levels, to access, use, process, manipulate, modify, compile with other data or works and/or create derivative works of Telematics Software Information in accordance with the Privacy Policies. You understand and agree that Telematics Software Information may be transmitted to and processed in countries that have different data protection Laws than in the country in which you have your principal place of business. Hydrema does not assume any obligations with respect to Telematics

Software Information, other than as expressly set forth in this Agreement or as required by applicable Laws.

Submitted Telematics Software Data. For purposes of this Agreement, “**Submitted Telematics Software Data**” means all Telematics Software Information that you submit or otherwise make available to Hydrema under this Agreement. Your rights to Submitted Telematics Software Data shall remain subject to any restrictions or terms that apply to Submitted Telematics Software Data under any other agreement you have with Hydrema or any third party, and Hydrema does not make any representations or warranties with respect to such data under this Agreement. You represent, warrant and covenant that (a) you have secured and will maintain all rights, and have obtained and provided all required notices and obtained all legally required consents, necessary to make available Submitted Telematics Software Data (including all Personal Information therein) to Hydrema, its affiliates and their respective licensors, service providers, suppliers, subcontractors and distributors and to enable such entities to provide the Telematics Software in accordance with this Agreement, and to exercise the rights and licenses granted hereunder, without violating the rights of any third party or otherwise obligating Hydrema to you or to any third party, and (b) you are solely responsible for all Submitted Telematics Software Data, including: (i) the accuracy, integrity, quality, legality, reliability, and appropriateness of Submitted Telematics Software Data; (ii) creating and maintaining backups and copies of all Submitted Telematics Software Data, including for use in the event of a disaster or loss of Submitted Telematics Software Data stored in the Telematics Software; and (iii) adopting procedures to identify and correct errors and omissions in Submitted Telematics Software Data and correcting such errors and omissions. Without limiting the foregoing, to the extent that you can identify an individual using the Telematics Software Information and you make the information relate to such individual, you agree to comply to with all Laws applicable to the use of such information (e.g., data privacy, data security, employment, etc.) and you are solely responsible to determine the means, purpose, and sufficiency of such data for such use. If you are Dealer, with respect to those portions of Submitted Telematics Software Data made available to you by a third party end customer with respect to such third party end customer’s Machinery, the obligations imposed by the immediately preceding sentence shall be deemed to have been met for so long as such third party end customer has entered into a Cat Asset Intelligence End User Agreement directly with Hydrema that remains in effect.

Telematics Devices. Transmission of information using a telematics device (including cellular, satellite, local area networks and other similar systems) may be subject to legal requirements (including with respect to radio frequency use authorization) that may vary from location to location. You agree to comply with all legal requirements relating to transmission of information using telematics devices, including

limiting use of any such device to those locations where all legal requirements for the use of the device and related communications networks have been satisfied. Except to the extent prohibited by applicable Laws, Hydrema disclaims all liability related to any failure to comply with any legal requirements relating to transmission of information using telematics devices. If Hydrema discovers any such non-compliance, Hydrema may discontinue the transmission of information from that Registered Asset.

Remote Updates to Telematics Software. To the extent not prohibited by applicable Laws, Hydrema may perform remote diagnostics and make available remote software updates and upgrades to the Telematics Software. You acknowledge and authorize Hydrema to remotely access, program and install updates and upgrades to the Telematics Software in accordance with the Data Governance Statement. Hydrema cannot guarantee that user preferences and configuration settings that have been established by you, your Customers or end users will be preserved following an update to the Telematics Software, whether performed remotely or otherwise.

Communication Systems; Risk of Interception. Some features of the Telematics Software require use of various communications systems, such as telematics wireless communications carriers, satellite-based communication systems, internet service providers and other similar systems. Hydrema uses various technologies and processes designed to secure communications within Hydrema-provided communications systems; however, you recognize that such communication methods have an inherent risk of interception and/or interference and, therefore, may not be secure. You hereby consent to such communications and waive any claims that you may have against Hydrema with respect to such communication. Hydrema has no responsibility for the availability, quality or performance of communications services or equipment furnished by third-party communication carriers.

Legal Requests. If Hydrema or its affiliates receive any order, demand, warrant, or any other document requesting or purporting to compel the production of Personal Information in the Submitted Telematics Software Data (including, for example, by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demands or other similar processes), Hydrema or its affiliates will promptly notify you (to the extent permissible under applicable Laws), so that you may, at your own expense, exercise such rights as you may have under applicable Laws to prevent or limit such disclosure. Notwithstanding the foregoing, Hydrema or its affiliates (as applicable) will exercise commercially reasonable efforts to prevent and limit any such disclosure and to otherwise preserve the confidentiality of Personal Information in the Submitted Telematics Software Data and will cooperate with you with respect to any action taken with respect to such

request, complaint, order or other document, including to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to such Personal Information.

Receipt, Archival and Retrieval of Data. Hydrema reserves the right to refuse to accept any Telematics Software Information that you may provide. Upon termination or expiration of this Agreement, Hydrema will close your account, and you will have ninety (90) days to obtain a copy of your Submitted Telematics Software Data to the extent that such Submitted Telematics Software Data is in Hydrema's possession. Data made available to you will be in the form in which it was made available to Hydrema or in such other form or format as Hydrema establishes from time to time. Unless otherwise agreed by Hydrema, after this period of time has elapsed, you will no longer be able to retrieve any Submitted Telematics Software Data associated with your account. Notwithstanding the foregoing, you acknowledge that Hydrema has no responsibility for the deletion or failure to store any Telematics Software Information.

Breach Notification. Hydrema will comply with all breach notification Laws applicable to Hydrema pertaining to (a) Personal Information provided to Hydrema by you (including end users), and (b) if you are Dealer, Personal Information provided to Hydrema by your third party end customers.

11. Modified Devices and Operating Systems.

Hydrema will have no liability for errors, unreliable operation, or other issues resulting from use of the Hydrema Machinery or Platform on or in connection any Hydrema Machinery or Platform that is not in conformance with the Hydrema' original specifications, including use of modified versions of the operating system, batteries, or any other unapproved modification that could be made to the Machinery or Platform (collectively, "**Modified Devices**"). Use of a Hydrema Machinery or Platform with Modified Devices will be at your sole and exclusive risk and liability.

12. Accuracy and Integrity of Information

Although Hydrema attempts to ensure the integrity and accuracy of the Platform, it makes no representations, warranties or guarantees whatsoever as to the correctness or accuracy of the Platform and Content thereon. It is possible that the Platform could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to the Platform by third parties. In the event that an inaccuracy arises, please promptly inform Hydrema in writing so that it can be corrected. Hydrema reserves the right to unilaterally correct any inaccuracies on the Platform without notice. Information contained on the Platform may be changed or updated without notice. Additionally, Hydrema shall have no

responsibility or liability for information or Content posted to the Platform from any non-Hydrema affiliated third party.

13. Typographical Errors

In the event a product or service is listed at an incorrect price due to typographical error or error in pricing information received from our suppliers, we shall have the right to refuse or cancel any orders placed for product / service listed at the incorrect price. We shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit or debit card charged. If your credit or debit card has already been charged for the purchase and your order is canceled, we shall promptly issue a credit to your credit or debit card account in the amount of the incorrect price.

14. Export Policy and Restrictions

You acknowledge that the products which are sold or licensed on the Platform, which may include technology and software, are subject to the customs and export control laws and regulations of the United States of America and may also be subject to the customs and export laws and regulations of the country in which the products are manufactured and/or received. By purchasing, downloading or using technology or software from the Platform, you agree to abide by the applicable laws, rules and regulations - including, but not limited to the Export Administration Act and the Arms Export Control Act - and you represent and warrant that you will not transfer, by electronic transmission or otherwise, the software or technology to a foreign national or a foreign destination in violation of the law. By purchasing any products, you agree that you will not use any products, or provide products to any person, who is forbidden from receiving the product under the Export Administration Regulations or any economic sanctions maintained by the U.S. Department of Treasury. U.S. antiboycott regulations, or U.S. economic sanctions, including the export and antiboycott restrictions found in the Export Administration Regulations or the sanctions regulations administered by the U.S. Office of Foreign Assets Control. You shall indemnify and hold harmless Hydrema from all claims, demands, damages, costs, fines, penalties, attorneys' fees and all other expenses arising from your failure to comply with this provision and/or applicable export control, antiboycott, or economic sanctions laws and regulations.

15. Open Source Software

The Telematics Software may be provided together with, or otherwise contain, certain open source software components ("Open Source Components") under their respective open source license agreements ("Open Source Licenses") which are listed in the Telematics Software (or at such other location as designated by Hydrema from time to time). You acknowledge and agree to the terms and conditions in each such Open Source License and to comply with all such terms and

conditions. With respect to each Open Source Component, to the extent there are any conflicts between any terms of this Agreement and any terms of the respective Open Source License, such conflicting terms of this Agreement will not apply. Any fees charged by Hydrema in connection with the Telematics Software do not apply to any Open Source Components for which fees may not be charged under the applicable Open Source License. Where the terms of any specific Open Source License entitle you to the source code of the respective Open Source Component (if any), that source code may be made available from Hydrema upon request (a nominal fee may be charged by Hydrema for processing such request).

16. Links to Other Sites

Hydrema makes no representations whatsoever about any other website that you may access through these Platform. When you access a non-Hydrema website, please understand that it is independent from Hydrema, and that Hydrema has no control over the content on that website. In addition, a link to a non-Hydrema website does not mean that Hydrema endorses or accepts any responsibility for the content, or the use, of the linked website. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, Trojan horses, and other items of a destructive nature. If you decide to access any of the third party websites linked to these Platform, you do this entirely at your own risk.

17. Disclaimer of Warranties

HYDREMA DOES NOT WARRANT THAT ACCESS TO OR USE OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE PLATFORM WILL BE CORRECTED. THESE PLATFORM, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SERVICE RELATED TO THE PLATFORM, IS PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND TITLE/NON-INFRINGEMENT. HYDREMA DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH THE PLATFORM.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THESE PLATFORM, PLATFORM-RELATED SERVICES, AND LINKED WEBSITES. HYDREMA DOES NOT WARRANT THAT FILES AVAILABLE FOR DOWNLOAD WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER DESTRUCTIVE PROGRAMMING. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACK UP AND SECURITY.

WARRANTIES RELATING TO PRODUCTS OR SERVICES OFFERED, SOLD AND DISTRIBUTED BY HYDREMA ARE SUBJECT TO SEPARATE WARRANTY TERMS AND CONDITIONS, IF ANY, PROVIDED WITH OR IN CONNECTION WITH THE APPLICABLE PRODUCTS OR SERVICES.

18. Limitation of Liability Regarding Use of Platform

HYDREMA AND ANY THIRD PARTIES MENTIONED ON THIS PLATFORM ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE PLATFORM, PLATFORM-RELATED SERVICES, CONTENT OR INFORMATION CONTAINED WITHIN THE PLATFORM, AND/OR ANY LINKED WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE PLATFORM, PLATFORM-RELATED SERVICES, AND/OR LINKED WEBSITES IS TO STOP USING THE PLATFORM AND/OR THOSE SERVICES. TO THE EXTENT ANY ASPECTS OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, THE MAXIMUM AGGREGATE LIABILITY OF HYDREMA TO YOU WITH RESPECT TO YOUR USE OF THESE PLATFORM IS \$500 (FIVE HUNDRED DOLLARS).

19. No Liability of Mobile App / Software Stores and Other Third Parties.

Your wireless carrier, the manufacturer and retailer of your mobile device, the developer of the operating system for your mobile device, the operator of any application store, marketplace, or similar service through which you obtain the Telematics Software, and their respective affiliates, suppliers, and licensors (each a "**Third Party**" and collectively, "**Third Parties**") are not parties to this Agreement and they do not own and are not responsible for the Telematics Software. Company, and not any Third Parties, is responsible for addressing any claims raised by you or any third party regarding the Telematics Software or your use or possession thereof, including claims related to product liability, legal or regulatory requirements, and consumer protection or similar legislation. You are responsible for complying with all application store and other applicable Third Party terms and conditions. YOU AGREE (I) THE THIRD PARTIES DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO THE APP, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE; (II) IN NO EVENT WILL THE THIRD PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (WHETHER IN CONTRACT, TORT (INCLUDING

NEGLIGENCE), OR OTHERWISE) ARISING OUT OF THIS AGREEMENT OR THE APP, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; (III) IN ANY EVENT, THE MAXIMUM LIABILITY OF ANY THIRD PARTY FOR ALL CLAIMS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) OF EVERY KIND WILL IN NOT EXCEED FIVE HUNDRED DOLLARS (\$500.00); AND (IV) YOU WAIVE ANY AND ALL CLAIMS, NOW KNOWN OR LATER DISCOVERED, THAT YOU MAY HAVE AGAINST THE THIRD PARTIES ARISING OUT OF THE APP AND THIS AGREEMENT. THE THIRD PARTIES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS AGREEMENT, CAPABLE OF DIRECTLY ENFORCING ITS TERMS. NOTHING CONTAINED IN THIS AGREEMENT WILL BE CONSTRUED AS MODIFYING OR AMENDING ANY AGREEMENTS OR OTHER TERMS BETWEEN YOU AND THE THIRD PARTIES WITH REGARD TO THEIR SUBJECT MATTER. In the event of any claim that the Telematics Software or your possession and use of the Telematics Software infringes a third party's intellectual property rights, the Third Parties are not responsible for the investigation, defense, settlement, or discharge of the infringement claim.

20. External Services.

The Telematics Software may enable access to Hydrema's and/or third-party services and websites, including social media sites (collectively and individually, "**External Services**"). You agree to use the External Services at your sole risk. Hydrema is not responsible for examining or evaluating the content or accuracy of any third-party External Services, and shall not be liable for any such third-party External Services. Data displayed by the Telematics Software or External Service, including but not limited to financial, medical and location information, is for general informational purposes only and is not guaranteed by Hydrema or its agents. You will not use the External Services in any manner that is inconsistent with the terms of this Agreement or that infringes the intellectual property rights of Hydrema or any third party. You agree not to use the External Services to harass, abuse, stalk, threaten or defame any person or entity, and that Hydrema is not responsible for any such use. External Services may not be available in all languages or in your Home Country, and may not be appropriate or available for use in any particular location. To the extent you choose to use such External Services, you are solely responsible for compliance with any applicable laws. Hydrema reserves the right to change, suspend, remove, disable or impose access restrictions or limits on any External Services at any time without notice or liability to you.

21. Dispute Resolution.

This Agreement will be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflict of law provisions. The parties agree that any and all disputes, claims, or litigation arising from or related in any way to this Agreement shall be resolved exclusively by the courts in Atlanta, Georgia, and each party waives any objections against and agrees to submit to the personal jurisdiction of such state and federal courts, including objections or defenses based upon an inconvenient forum.

22. Revisions; General

Hydrema reserves the right, in its sole discretion, to terminate your access to all or part of these Platform, with or without cause, and with or without notice. In the event that any of the Terms of Use are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect. These Terms of Use constitute the entire agreement between Hydrema and you pertaining to the subject matter hereof. In its sole discretion, Hydrema may from time-to-time revise these Terms of Use by updating this posting. You should, therefore, periodically visit this page to review the current Terms of Use, so you are aware of any such revisions to which you are bound. Your continued use of the Platform after revisions to these Terms of Use shall constitute your agreement to the revised Terms of Use. Certain provisions of these Terms of Use may be superseded by expressly designated legal notices or terms located on particular pages within these Platform.

23. Contact Us

If you have any questions, concerns, complaints or suggestions regarding our Terms of Use, Telematics services or otherwise need to contact us, you may contact us at the contact information below or through the "Contact Us" option on the Platform.

Hydrema US, Inc.
4515 Hemingway Trail
Cumming, GA 30041
Telephone: (404) 614-1747
Email: sales.us@hydrema.com

For the rest of the World:

End-User License Agreement for the Hydrema Telematics Data Portal

IMPORTANT-READ CAREFULLY BEFORE USING THE TELEMATICS SERVICES: This End-User License Agreement ("**EULA**") is a legal agreement between you, as an End-Customer or an End-User (both defined below) and A/S Hydrema Distribution ("**Hydrema**") for your licensed use of the Telematics Services, whereby Hydrema's Licensor is Proemion GmbH and as such third-party beneficiary under this EULA. By accepting this EULA or by activating, accessing, or otherwise using the Telematics Services, you agree to be and will be bound by the terms of this EULA as a condition of your license and use of the Telematics Services. You will be asked to review and either accept or not accept the terms of this EULA. If you do not agree to the terms of this EULA, your use is prohibited and you may not activate, access, or otherwise use the Telematics Services.

1. Definitions.

"Activation Date" means the date End-Customer or one of its End-Users first activates the Telematics Services or other commencement of the Telematics Services as determined between Hydrema and End-Customer.

"Communication Units" or **"CUs"** means the onboard hardware devices sold by Hydrema to the End-Customer and installed on End-Customer Machines that transmit End-Customer Machine Data to and from the Data Platform, enabling subscribed and licensed access by the End-Customer and its End-Users via the Web Portal.

"End-Customer" means the business entity that is subscribed and licensed to use the Telematics Services sourced by Hydrema from its Licensor.

"End-Users" means End-Customer employees or temporary contract personnel who are end-users licensed to use Telematics Services on behalf of the End-Customer under this EULA.

"Data Platform" means the cloud-based data platform, together with its Web Portal, Realtime Client, mobile app, REST API and other IT systems, on and through which the Software runs the Telematics Services, stores the Machine Data, and provides End-Customers and their End-Users licensed access under Subscription.

"Web Portal" means the Hydrema Telematics website containing the Data Portal, through which End-Customers and their End-Users gain online access to use the Telematics Services.

"Derivatives" means any derivatives, modifications, error corrections, patches, bug fixes, metadata, configuration (calibration) settings, Software updates, upgrades, improvements, enhancements, improvements, and subsequent releases to the Software, no matter the creator.

"Firmware" means the software and or applications programming interface embedded within the CUs that interface with the Machine, including adaptations or other

Derivatives (whoever the creator) to enable the CU to be compatible and communicate with the Machine controller communications protocol.

"Licensor Intellectual Property" means the Firmware, the Software, the Data Platform, the Web Portal, the Manuals, and the Telematics Services.

"Machine" means a vehicle, off-highway mobile machine, or other asset that includes a Telematics Communication Unit and is used in End-Customer's business operations, for which Machine Data is transmitted via the Telematics Services.

"Machine Data" means: (a) the machine-readable (raw) data collected from CUs and transmitted to the Data Platform and (b) the human-readable data processed from the raw data by the Telematics Services in the form of individual and aggregate data about an End-Customer's Machines on status, geographical location and other vehicle and machine data transmitted between the Data Platform and CUs.

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Manuals" means the user and installation guides provided in electronic or hardcopy to Customer in conjunction with the Telematics Services.

"Mobile Communication Service" means all communication standards used by CUs, e.g. LTE, 5G, or other communication service used for transmitting Machine Data to and from CUs and Data Platform.

"Software" means the Software in object code format that performs the Telematics Services on the Data Platform, including the Web Portal, the Software updates, and Derivatives thereof, any metadata, configuration (calibration) settings or calibration (configuration) tools corresponding thereto, and any installation and user guides and other software documentation related thereto.

“Subscription” means the End-Customer subscription to Telematics Services provided by Hydrema.

“Subscription Term” means the duration of the Subscriptions for End-Customers set between Hydrema and End-Customer.

“Telematics Services” or “Services” means the telematics services provided by the Software on the Data Platform and accessed by End-Customers and their End-Users under Subscription and this license via the Web Portal that monitors and controls Machine Data transmitted to and from CUs installed on Machines.

2. Grant of Limited License to Telematics Services.

As of the Activation Date and during the Subscription Term, Hydrema hereby grants (on behalf of Licensor) to the End-Customer and its End-Users a limited, terminable, personal, nonexclusive and nontransferable:

- (a) license to use the Firmware,
- (b) license to use the Software,
- (c) right to access and use the Telematics Services via the Web Portal (to the extent of the Service Level) for End-Customer's internal business purpose of enabling its End-Users to monitor and control Machines, and
- (d) license to use the resultant Machine Data generated by the Telematics Services and sorted on the Data Platform, to the exclusion of:
 - (i) any use by any users other than the subscribing End-Customer and its End-Users;
 - (ii) any use with telematics control units or other devices not licensed from Licensor; and
 - (iii) any use for any machine not constituting a Machine of an End-Customer.

3. License Limitations.

Neither the End-Customer nor its licensed End-Users shall:

- (a) make any aspect of the Telematics Services or other Licensor Intellectual Property available or permit to anyone to use such Licensor Intellectual Property,
- (b) transfer, sell, resell, lend, disclose, use, license, sublicense, distribute, rent or lease any aspect of the Telematics Services or other Licensor Intellectual Property in a service bureau or outsourcing offering or for timesharing purpose,
- (c) use the Telematics Services or other Licensor Intellectual Property to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights,
- (d) use the Telematics Services or other Licensor Intellectual Property to store or transmit Malicious Code, (e) attempt to gain unauthorized access to any aspect of the Telematics Services or other Licensor Intellectual Property,
- (f) copy the Telematics Services, other Licensor Intellectual Property or any part, feature, function or user interface thereof, (g) reverse engineer, decompile, translate, disassemble or attempt to discover any source code or

underlying ideas or algorithms of Licensor Intellectual Property or otherwise use Licensor Intellectual Property other than as permitted herein, or (attempt to deface or remove any copyright, trademark, and other notices that appear on any Licensor Intellectual Property. This Section 3 shall survive the termination of this EULA.

4. Licensor Intellectual Property.

The limited license and rights granted to you pursuant to Section 2 confers no title or ownership in Licensor Intellectual Property and shall not be construed as a sale of any rights in the foregoing. Subject to the limited license and rights granted to you pursuant to Section 2, Licensor shall own all rights, title, and interest in and to all Licensor Intellectual Property, as well as: (a) any Derivatives, improvements, enhancements, corrections, or customizations to the foregoing, jointly or independently created or developed by you and/or Licensor and (b) any suggestions, recommendations, and other feedback provided by you. Nothing in this EULA grants you any right to the Software source code. This Section 4 shall survive the termination of this EULA.

5. Machine Data.

Subject to the limited license and rights granted to you pursuant to Section 2, Licensor is entitled to use the collected Machine Data in anonymous form in order to improve its products and services and for Data Platform statistics (e.g. total number of active CUs). This Section 5 shall survive the termination of this EULA.

6. Use of Use History and Profile Information.

By accepting this EULA or by activating, accessing, or otherwise using the Telematics Services and thereby agreeing to this EULA, you hereby grant Licensor the right to unrestricted access and use of: (a) your Service account profile data and (b) your usage history data related to your usage of the Services and Machine Data ("**Usage History**"), as necessary for Licensor configure and/or reconfigure the End-Customer Service accounts to provide the Services. In addition thereto, Licensor may from time-to-time aggregate your Usage History with Usage History of other End-Users and compile the same into a non-personally identifiable form and provide this aggregated Usage History to Licensor specified third parties.

7. Technical Support.

Hydrema is solely responsible for provision of technical support to End-Customers and/or End-Users for the Support Items on terms agreed upon between Hydrema and End-Customer.

8. Warranty Disclaimer.

Hydrema is solely responsible for the provision (if any) of warranties to End-Customers and/or End-Users for the Support Items (if any) on terms agreed upon between Hydrema and End-Customer. This Section 8 shall survive the termination of this EULA.

9. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL HYDREMA OR ITS LICENSOR OR ITS AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SERVICES OR MACHINE DATA AND WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF LICENSOR OR ITS AFFILIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION OF DAMAGES WILL BE EFFECTIVE EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. This Section 9 shall survive the termination of this EULA.

10. Termination.

This EULA may be terminated at any time upon: (a) termination of the Subscription Term, (b) any notice by Hydrema or its Licensor to End-Customer for any failure by End-Customer or its End-Users to comply with any term of this EULA. Upon termination of this EULA for any reason: (a) the license granted in Section 2 and all other licenses or rights granted elsewhere in this EULA shall automatically and simultaneously terminate and (b) End-Customer and its End-Users shall immediately discontinue the use of the Telematics Services and any other Licensor Intellectual Property.

11. Applicable Law. Venue.

This EULA shall be governed by the laws of Denmark, without regard to its conflicts of law principles and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). All disputes in relation to this EULA shall be decided by the ordinary courts in the homestead of Hydrema, meaning the court in Aalborg or Vestre Landsret. Official language used in Court may be English or Danish.