TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS. As used in this Agreement:

"Applicable Privacy Laws" means, in relation to any Personal Data, the applicable legislation on the protection of identifiable individuals, including where applicable the General Data Privacy Regulation (Regulation (EU) 2016/679), the California Consumer Privacy Act ("CCPA") and/or other applicable data protection or national/federal or state/provincial/emirate privacy legislation in force, including where applicable, statutes, decisions, guidelines, guidance notes and codes of practice issued from time to time by courts, data protection authorities and other applicable government authorities.

"Customer Data" means customer owned equipment sensor and machinery data which is processed or analyzed using the Licensed Software and/or Hardware, which, for clarification, does not and shall not include Personal Data.

"Customer Feedback" shall mean any input or ideas regarding Provider's products and/or services, including changes or suggested changes to Provider's current or future products and/or services.

"Customer Reports" means the reports prepared and provided by Provider for Customer as part of Provider's professional services and/or deployment, including any results of data processing and automated analysis by ether the Licensed Software or the Software Services.

"On Premise Software" means the software provided in machine-readable object code form to a Customer as identified in an Order Form, and if applicable, new releases, versions, and updates to the foregoing provided as part of Support or during the Term, which is to be installed on internal servers owned and maintained by Customer. On Premise Software may, in Provider's sole discretion, be offered on a perpetual basis or on a subscription basis for a limited term.

"Documentation" means the end user manuals made available by Provider for use with the Licensed Software and Hardware.

"Evaluation License" means a non-exclusive, non-transferable, limited license to the Licensed Software granted to Customer solely for Customer's internal evaluation of the Licensed Software, for thirty (30) days, or such other period as the Parties may both agree in a separate written SOW or Order Form.

"Executable Code" means the compiled binary version of a software program that can be executed by a computer and used by an end user without further compilation.

"Go Live Date" means the earlier of three (3) months from the Effective Date of the Agreement, or the date that the installation and configuration of the Software, and any associated data conversions, whether pursuant to an On-Premise License or a SaaS Subscription license are capable of being put to productive use to create Customer Reports and deemed ready by Provider for production deployment.

"Hardware" means Provider's devices that are private labeled finished goods that Provider manufacturers and delivers directly to Customer, and which are used in conjunction with Provider's Licensed Software, the Software Services and/or related professional services, including by way of example, but not limited to, TRIO™ kits and the included sensors, controller tablets, and the data processors.

"**Intellectual Property**" means all algorithms, application programming interfaces (APIs), apparatus, concepts, Confidential Information, data, databases and data collections, deliverables, designs, diagrams, documentation, drawings, flow charts, formulae, ideas and inventions (whether or not patentable or reduced to practice), know-how, materials, marketing and development plans, marks (including brand names, product names, logos and slogans), methods, models, procedures, processes, schematics, software code, specifications, subroutines, techniques, tools, uniform resource identifiers, user interfaces, works of authorship, and other forms of technology.

"**Intellectual Property Rights**" mean all existing or future rights under the laws of any jurisdiction in the world to: a) unpatented inventions, patent applications, patents, design rights, b) copyrights, moral rights, mask work rights c) trade secret rights d) trademarks, service marks, trade names, domain name rights, know-how, and all other intellectual property rights, derivatives thereof.

"Fees" means the applicable fees for either the Licensed Software, the Software and/or the Professional Services as set forth on an Order Form or SOW.

"Licensed Software" means the software program or programs described in an Order Form, and any modified, updated, or enhanced versions of such programs for which Provider is providing an On-Premise License to, either perpetually or for a specified term pursuant to this Agreement.

"Malicious Code" means any program, routine, device, or other undisclosed element, including, but not limited to malware, adware, a time bomb, software lock, drop-dead device, malicious logic, worm, virus, Trojan horse, bug, error, defect or trap door, that is designed to or capable of re-directing, copying, deleting, disabling, deactivating, interfering with or otherwise harming the Licensed Software and Hardware, network, data, equipment or computer programs or codes, or that is capable of providing access thereto or producing modifications not expressly authorized by Provider.

"Order Form" means a purchase order or other ordering document(s) between the Parties, which, at a minimum, sets forth the Licensed Software and Hardware being licensed, the Software Services and Hardware, the Term, and the applicable fees payable by Customer, all subject to the terms and conditions of this Agreement. Multiple Order Forms may be incorporated into this Agreement.

"Personal Data" means any information that by itself or in combination does or can identify a specific individual or as defined in the Applicable Privacy Laws. Personal Data should not be transmitted as a part of the Customer Data and using the Licensed Software and Hardware, said transmission being considered a misuse of the Licensed Software and Hardware.

"Software" means, including without limitation, any and all of the proprietary software products developed by Provider such as its software, source code, object code, scripts, interfaces, algorithms, configuration, documentation, data collectors, analytical methods, reports, annual assessments, performance benchmarking metrics (including for OEMs and industrial operators), databases, business models, online systems, web portals, and communication and remote access methods, and all derivative works, improvements and modifications thereto, and all intellectual property rights therein.

"Software Service" means the results of data processing and analysis using both the Software and the Customer arising from a SaaS Subscription License.

"SOW" or **"Statement of Work"** means a separate mutually executed document referencing this Agreement and describing professional services to be performed by Provider for Customer.

"SaaS Subscription" means Provider hosted software services whereby the Software is installed in production instance in a cloud hosting environment provisioned by Provider and the resulting processing of data and related software services are provided by Provider to Customer, including the provision of Customer Reports, analyses, and statistical information.

"Term" means the Initial Term and any Renewal Term. The Term is subject to early termination based on the termination of this Agreement prior to the expiration of said Term.

"Use Case" means the specific type of Customer Data, to be input and analyzed using the Software and/or Software Service, the work group and the application and scope of the analysis to be performed by the Software and/or Software Service as set forth on an Order Form or SOW.

2 LICENSE GRANT.

2.1 GENERAL. Subject to the terms and conditions of this Agreement (including Customer's obligation to pay the Fees and agreement to), Provider grants to Customer a non-exclusive, non-transferable license, without the right to sublicense or transfer to third-parties, to use the Software (in Executable Code form) or the Software Service and Hardware solely for Customer's internal business purposes, and solely in accordance with the Documentation and the limitations in the Order Form, including without limitation the specific Use Case set forth in the Order Form or SOW, and solely for the Term. Customer acknowledges

and agrees that: (i) it will comply with the terms and conditions governing the access to any software and webservices developed or provided by a third-party which are used in conjunction with the Licensed Software, Software Service and/or Hardware; and (ii) the right to use the Licensed Software, Software Service and/or Hardware is not subject to or contingent upon the delivery of any future modules, features, functionalities, upgrades or enhancements ("*Future Products*") or contingent on any comments by Provider, whether oral or written, regarding Future Products.

2.2 On Premise Software License Grant. If the Order Form indicates that Customer has purchased an On-Premise License, Provider grants Customer, during the Term, (i) a limited, non-exclusive, non-transferable right and license (without the right to grant or authorize sublicenses) to install the Software and Hardware on Customer's internal servers located within the domestic United States; and (ii) access and use the Software and Hardware via said internal servers in accordance with this Agreement and the Documentation. Customer may make and retain during the Term one (1) copy of the Software and Documentation in order to support Customer's authorized use of the Software and Hardware, and for backup and archival purposes, provided such copy shall include the Provider trademarks, trade names, logos, and notices present on the Software, Hardware and Documentation.

2.3 SaaS Subscription License Grant. If the Order Form indicates that Customer has purchased a SaaS Subscription License, then Provider grants Customer, during the Term, a limited, non-exclusive, non-transferable right for its Users to access and use the Software Service including, without limitation, the reports and statistical data generated for Customer through its use of the Software Service, in accordance with the Documentation and the Agreement.

2.4 Evaluation Licenses. The following additional terms apply to Evaluation Licenses:

a) Use of the Licensed Software or Software Service may require Customer to enter into a SOW for training. Should Customer elect not to acquire such training for the evaluation, the license grant to Customer is further limited to having the Licensed Software, Software Service and/or Hardware loaded onto certain, mutually agreed upon Customer equipment and computer systems ("*Customer Equipment*"). Customer shall permit and authorize Provider to use the Licensed Software and Software Service on the Customer Equipment. The Licensed Software, Software Service and/or Hardware shall not be installed on any other equipment nor shall Customer use the Software or Software Service unless otherwise agreed to by Provider.

b) Customer shall permit Provider to enter Customer's facilities to install the Licensed Software, Software Service and Hardware on the Customer Equipment in the event that the installation of the Software or Software Service is to be performed by Provider.

c) Evaluation Licenses may only be used in a testing environment and may not be used in a production environment. Customer agrees not to publish the results of any benchmark tests run on the Software or Software Service.

d) Provider is not obligated to provide any maintenance, updates or technical support for Software or Software Service provided as part of any Evaluation License. Notwithstanding anything to the contrary in this Agreement, Provider offers no representations, warranties, or indemnification with respect to Licensed Software, Software Service and/or Hardware, and/or related professional services, being used under any Evaluation License. Customer's right to use the Licensed Software or Software Service, Hardware and related professional services under the Evaluation License shall terminate automatically at the end of the Evaluation Term, whereupon Customer must either immediately cease all use of the Licensed Software or Software Service (and allow Provider to delete the Software or Software Service from the Equipment), Hardware and/or related professional services, or enter into a mutually agreed On Premise License or SaaS Subscription, which shall be subject to the payment of Provider's then-current Fees and Customer's compliance with the remaining terms and conditions of this Agreement.

2.5 OPEN-SOURCE SOFTWARE. The Software or Software Service may contain open-source software components, each of which has its requirements and own applicable license conditions ("*Open-Source Software*"). These components are subject to the terms of third-party open-source licenses, and not the terms of this Agreement. A list of these components and the licenses that cover them will be provided upon request.

2.6 LICENSE AND USE RESTRICTIONS. Customer acknowledges that the Software or Software Service and its structure, organization, and source code constitute valuable trade secrets of Provider and its suppliers. Accordingly, Customer agrees not to (a) modify, adapt, alter, translate, or create derivative works from the Software, Licensed Software, Software Service and/or Hardware; (b) merge the Licensed Software, Software or Software Service with any other software; (c) sublicense, lease, sell, rent, loan, or otherwise transfer the Licensed Software, the Software, Software Service and/or Hardware to any third-party, (d) use the Licensed Software, Software or Software Service in any service reselling, service bureau or time-sharing arrangement, (e) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Licensed Software, Software or Software Service and/or the Hardware or otherwise prepare derivative works or translations of the Licensed Software, Software, Software Service and/or Hardware, or otherwise undertake any other development, improvement, modification, discovery or invention directed to any of Provider's products and services; (f) using the Licensed Software, Software, Software Service and/or Hardware to transfer Personal Data or Malicious Code; (g) bypass, breach or disable any security device, copy

control or digital rights management tool, or other technological protection used by the Licensed Software, Software, Software Service and/or Hardware; (h) interfere in any manner with the operation or function of the Licensed Software, Software, Software Service and/or Hardware, or attempt to gain unauthorized access to the Licensed Software, Software, Software Service and/or Hardware; or (i) alter, obscure or remove any copyright notice, copyright management information or proprietary legend contained in or on the Licensed Software, Software, Software Service and/or Hardware; (j) use the Licensed Software, Software, Software Service and/or Hardware in contravention of any applicable laws or government regulations, including, without limitation, applicable privacy laws or in violation of this Agreement; (h) access or use any the Licensed Software, Software, Software Service and/or Hardware for competitive analysis or to design, create, offer or build a product or service that is competitive with any Provider products or services or that uses ideas, features, or functions similar to a product or service or (i) otherwise use or copy the Software or Software Service and/or Hardware except as expressly allowed under Section 2.1. The Software or Software Service and Hardware may contain disabling codes or keys that prevents use of the Licensed Software, Software, Software Service and/or Hardware upon expiration of the Term or use of the Software or Software Service and Hardware outside of the authorized scope as specified in the applicable Order Form. Additionally, the Licensed Software, Software or Software Service may require activation as described in the launch sequence text. Modifying computer hardware and/or software, altering the Licensed Software, Software Service and/or Hardware, using the License Software; the Hardware, and/or the Software Service other than for equipment located at the authorized location or on a greater number of CPU Cores or cloud production instances for an additional Use Case, Project, Licensed Workgroup or Entity other than as specified in the Order Form is strictly prohibited, and furthermore, installing the Hardware at new locations and installing the Licensed Software, Software or Software Service on a new servers or computers, may require re-activation of the Licensed Software or Software Service and the payment of an additional fees.

3 DELIVERY, INSTALLATION. The Licensed Software or Software Service will be delivered electronically. Unless otherwise provided in an SOW, Customer will be responsible for installing the Licensed Software or Software Service into its computer systems as permitted under this Agreement. The Licensed Software, Software Services and Hardware will be deemed irrevocably accepted upon delivery.

4 PROFESSIONAL SERVICES. If an Order Form indicates that Customer will be purchasing professional services from Provider, including the provision of technology-enabled vibration analytic services, then Provider's standard professional services terms set forth on Exhibit A will apply to the provision of such professional services.

5 CUSTOMER EQUIPMENT; RESPONSIBILITIES. All equipment and systems owned, leased or licensed by Customer which operate in conjunction with the Licensed Software, Software, Software Service and/or Hardware shall be the sole and exclusive responsibility of Customer. Provider disclaims any and all responsibility for the support, maintenance and/or performance of same. Customer shall provide reasonable and necessary co-operation in relation to this Agreement and any associated Order Form. Customer shall be solely responsible for procuring, securing and maintaining its desk stop environments, operation of associated third-party hardware, third-party software programs and hardware (excluding those licensed or rented under this Agreement), network connections and telecommunications links from its systems to the third-party hosted environments, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet. Provider's obligations hereunder will be permissibly delay or excused to the extent caused by any failure to satisfy these responsibilities.

6 FEES AND PAYMENT. Customer will pay the Fees to Provider in accordance with the payment schedule set forth in the Order Form. All payments must be made in U.S. dollars. The Fees exclude all applicable sales, use, and other taxes and all applicable export and import fees, customs duties and similar charges, and Customer will be responsible for payment of all such taxes (other than taxes based on Provider's income), fees, duties, and charges, and any related penalties and interest, arising from the payment of the Fees or the delivery or license of the Software or Software Service to Customer. Customer will make all payments of the Fees to Provider free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of the Fees to Provider will be Customer's sole responsibility, and Customer will provide Provider with official receipts issued by the appropriate taxing authority, or such other evidence as Provider may reasonably request, to establish that such taxes have been paid. Any portion of the Fees or the professional services fees that is not paid within thirty (30) days will accrue interest at one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid. Without limiting the generality of the foregoing, Customer acknowledges and agrees that Provider has the right to suspend or terminate Customer's use of the Licensed Software, Software, Software Service and/or Hardware in the event that Customer's account becomes delinquent and is uncured for a period of thirty (30) days without prejudice to other rights and remedies available to Provider at law or in equity. Customer agrees to pay any attorney or collection agency fees in the event an attorney or collection agency is retained to collect monies past due hereunder (whether or not litigation is instituted)

as well as any and all court costs. In the event that Customer's business practices require a purchase order be issued prior to payment of any Provider invoices issued pursuant to an Order Form, then such purchase order must be provided to Provider on or prior to the Effective Date. Customer's execution and return of the applicable Order Form to Provider without designating a purchase order number shall be deemed an acknowledgement that no purchase order number is required for payment of invoices hereunder. Any additional or different terms in Customer's documents (including any preprinted terms contained on Customer's purchase orders) are hereby deemed to be material alterations and notice of objection to, and rejection of them is hereby given; and, therefore, such additional or different terms in Customer's documents (including purchase orders) shall not be deemed a part of this Agreement and shall have no force and effect. Provider will deliver the Licensed Software or Software Service to Customer upon execution of one or more Order Form(s). If Customer believes Customer's bill is incorrect, Customer must contact Provider in writing within thirty (30) days of the date of the invoice containing the amount in question to be eligible to receive an adjustment or credit. Customer agrees to provide Provider with accurate billing and contact information, including Customer's legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and Administrator. Customer agrees to update this information within thirty (30) days of any change to it.

7 WARRANTIES.

7.6 PERFORMANCE. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Provider further warrants that, for a period of ninety (90) days after the Go Live Date of the either Licensed Software or Software Service to Customer (the "*Warranty Period*"), the Licensed Software or Software Service, together with the Hardware, when used as permitted under this Agreement and in accordance with the instructions in the Documentation (including use on a computer hardware and operating system platform supported by Provider), will operate substantially as described in the Documentation. Provider will, at its own expense and as its sole obligation and Customer's exclusive remedy for any breach of this warranty, use commercially reasonable efforts to correct any reproducible failure of the Licensed Software or Software Service to operate substantially as described in the Documentation (an "**Error**"), if Provider determines that it is unable to correct the Error, this Agreement and Customer's right to use the Licensed Software or Software Service will be terminated, and Provider will refund to Customer all Fees actually paid by Customer less a reasonable allowance for the period of time Customer used the Licensed Software or Software Service free of Error. Any such Error correction provided to Customer will not extend the original Warranty Period. The foregoing provisions do not apply to Evaluation Licenses, for which no warranty shall be provided.

7.2 DISCLAIMERS. THE EXPRESS WARRANTIES IN THIS SECTION 7 ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SOFTWARE, SOFTWARE SERVICE, THIRD-PARTY WEBSITES, OEM SOFTWARE AND HARDWARE, THIRD-PARTY DATA CARRIERS, AND THIRD-PARTY STORAGE AND HOSTING VENDORS, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, INTERFERENCE WITH CUSTOMER'S QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION 7, THE SOFTWARE OR SOFTWARE SERVICE AND HARDWARE IS PROVIDED "AS IS" WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, ACCURACY, AND EFFORT IS WITH THE CUSTOMER. THE SOFTWARE OR SOFTWARE SERVICE, HARDWARE, AND RELATED PROFESSIONAL SERVICES AND REPORTS PROVIDED UNDER ANY STATEMENT OF WORK ARE INTENDED TO PROVIDE OPERATIONAL RECOMMENDATIONS ONLY AND ARE INTENDED TO SUPPLEMENT, BUT NOT REPLACE IN PERSON AND MANUAL TESTING AND INSPECTIONS OF THE CUSTOMER EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT ACCEPTANCE OR REJECTION OF PROVIDER'S RECOMMENDATIONS AND IMPLEMENTATION THEREOF ARE AT CUSTOMER'S SOLE PREROGATIVE AND DISCRETION.

8 INDEMNIFICATION.

8.1 INFRINGEMENT CLAIMS. Provider shall indemnify and hold Customer, its subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) to the extent arising out of or in connection with a third-party claim alleging that the Licensed Software, Software, Software Service and/or Hardware infringes a third-party Intellectual Property Right, provided with respect to patents, such Intellectual Property Rights are limited to US patents. If the Licensed Software, Software, Software Service and/or Hardware becomes, or in Provider's opinion is likely to become, the subject of an infringement claim, Provider may, at its option and expense, either (a) procure for Customer the right to continue using the Licensed Software, Software, Software Service and/or Hardware (b) replace or modify the Licensed Software, Software, Software Service and/or Hardware so that it becomes non-infringing, or (c) accept termination of the licenses granted hereunder and give Customer a *pro-rata* refund of any prepaid but unused Fees. Notwithstanding the foregoing, Provider will have no obligation under this Section 8 or otherwise with respect to any infringement claim based upon (i) any use of Licensed Software, Software, Software Service and/or Hardware not in accordance with this Agreement or for purposes not intended by Provider, (ii) any use of the Licensed Software, Software, Software Service and/or Hardware in combination with other products, equipment, software, or data not supplied by Provider,

(iii) any use of any release of the Licensed Software, Software, Software Service and/or Hardware other than the most current release made available to Customer, or (iv) any modification of the Licensed Software, Software, Software Service and/or Hardware by any person other than Provider or its authorized agents or subcontractors. THIS SECTION 8 STATES PROVIDER'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS.

8.2 INDEMNIFICATION BY CUSTOMER. Customer will indemnify and hold Provider, its agents, its affiliates, licensors and each such party's parent organizations, subsidiaries, officers, directors, employees, attorneys harmless from and against any claims, suits, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (i) any use of the Licensed Software, Software, Software Service and/or Hardware not in accordance with this Agreement or for purposes not intended by Provider, (ii) any use of the Licensed Software, Software, Software Service and/or Hardware in combination with other products, equipment, software, or data not supplied by Provider, (iii) any use of any release of the Licensed Software, Software, Software Service and/or Hardware other than the most current release made available to Customer, (iv) any modification of the Licensed Software, Software, Software Service and/or Hardware by any person other than Provider or its authorized agents or subcontractors, or (v) any third-party claims of infringement of Intellectual Property Rights based on the Customer Data.

8.3 INDEMNIFICATION PROCEDURES. The indemnified party shall (a) promptly give notice of a claim to the indemnifying party; (b) give the indemnifying party sole control of the defense and settlement of the claim (provided that the indemnified party may not settle such claim unless such settlement unconditionally releases the indemnifying party of all liability); (c) provides to the indemnifying party all available information and reasonable assistance; and further provided (d) that the indemnified party has not compromised or settled such third-party claim.

9 LIMITATION OF LIABILITY.

9.1 EXCEPT FOR THE INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF THE OTHER PARTY'S OR ANY THIRD-PARTY'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL PROVIDER OR ITS SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 EXCEPT WITH RESPECT TO THE PARTY'S RESPECTIVE INDEMNIFICATION OBLIGATIONS AND CONFIDENTIALITY OBLIGATIONS, A PARTY'S INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF THE OTHER PARTY'S OR ANY THIRD-PARTY'S INTELLECTUAL PROPERTY RIGHTS, AND A CUSTOMER'S PAYMENT OBGLIGATIONS HEREUNDER, TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID TO PROVIDER HEREUNDER (OR, IN THE CASE OF AN EVALUATION LICENSE, $100) IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. EACH PARTY'S LIABILITY FOR THEIR RESPECTIVE INDEMNIFICATION OBLIGATIONS AND CONFIDENTIALITY OBLIGATIONS, INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF THE OTHER PARTY'S OR ANY THIRD-PARTY'S INTELLECTUAL PROPERTY RIGHTS. CUSTOMER ACKNOWLEDGES THAT THE FEES AND SERVICES FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT PROVIDER WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN ADDITION, PROVIDER DISCLAIMS ALL LIABILITY OF ANY KIND OF PROVIDER'S SUPPLIERS.

9.3 PROVIDER WILL NOT BE LIABLE FOR THE CORRUPTION, UNAUTHORIZED DISCLOSURE OR ERASURE OF DATA OR CONTENT TRANSMITTED, RECEIVED OR STORED ON ANY INTERNET SERVICE PROVIDER'S OR OTHER THIRD-PARTY'S SYSTEM OR NETWORK.

9.4 PROVIDER IS NOT RESPONSIBLE FOR AND MAKES NO WARRANTY REGARDING THE AVAILABILITY OR OPERATION OF ANY SOFTWARE PRODUCT, SOFTWARE SERVICE OR PROFESSIONAL SERVICES DELIVERED, DEVELOPED, LICENSED OR PROVIDED BY ANY PARTY OTHER THAN PROVIDER, REGARDLESS OF WHETHER SUCH SAID SOFTWARE PRODUCTS OR SERVICES ARE INTEGRATED WITH PROVIDER'S SOFTWARE PRODUCTS AND/OR SERVICES. PROVIDER CANNOT WARRANT THE CONTINUING AVAILABILITY OR COMPATIBILITY OF ANY THIRD-PARTY INTEGRATIONS WITH ITS LICENSED SOFTWARE, SOFTWARE, SOFTWARE SERVICE AND/OR HARDWARE.

9.5 EXCEPT AS PROVIDED IN SECTION 9 ABOVE, THIS SECTION SETS FORTH CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY AND PROVIDER'S, ITS SUBSIDIARIES' AND AFFILIATES' ENTIRE LIABILITY TO CUSTOMER UNDER THE AGREEMENT.

9.6 THE LICENSED SOFTWARE MAY CONTAIN LINKS TO THIRD-PARTY WEBSITES AND WEB SERVICE PROVIDERS. THE LINKED WEBSITES ARE NOT UNDER PROVIDER'S CONTROL AND PROVIDER IS NOT RESPONSIBLE FOR THE CONTENT OR ACTIONS OF ANY LINKED WEBSITE OR ANY LINK CONTAINED IN A LINKED WEBSITE, OR ANY CHANGES OR UPDATES TO SUCH WEBSITES OR WEB SERVICE PROVIDERS; NOR DOES IT WARRANT OR REPRESENT THAT ANY SUCH THIRD-PARTY WEBSITE OR WEB SERVICE PROVIDERS WILL BE INDEFINITELY AND CONTINUOUSLY AVAILABLE. THE INCLUSION OF ANY LINK DOES NOT IMPLY PROVIDER'S ENDORSEMENT OR WARRANTY OF ANY WEBSITE OR WEB SERVICE.

9.7 PROVIDER IS NOT RESPONSIBLE FOR THE CONTINUING AVAILABILITY OR OPERATION OF ANY SOFTWARE, CUSTOMER EQUIPMENT, APPLICATIONS OR DATA LICENSED, DEVELOPED OR PROVIDED BY ANY PARTY OTHER THAN PROVIDER, NOR FOR THE SOFTWARE OR SOFTWARE SERVICES WHEN EMBEDDED IN ANY SYSTEM DEVELOPED BY ANY PARTY OTHER THAN PROVIDER, INCLUDING BUT NOT LIMITED TO OEM SOFTWARE. PROVIDER CANNOT AND DOES NOT WARRANT THE CONTINUING AVAILABILITY OR COMPATIBILITY, NOR FREEDOM FROM ERRORS AND DEFECTS, OF ANY THIRD-PARTY INTEGRATIONS WITH THE SOFTWARE AND SOFTWARE SERVICES AND DISCLAIMS SAME.

10 OWNERSHIP

10.1 Provider (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Licensed Software, Software, Software Service, Hardware, Documentation, generic portions of Customer Reports (such as, without limitation, templates) and any suggestions, ideas, enhancement requests, Customer Feedback, recommendations or other information provided by Customer or any other party relating to the Licensed Software, Software, Software Service and/or Hardware. All rights in and to the Licensed Software, Software, Software Service, Hardware and/or Documentation not expressly granted to Customer in this Agreement are reserved by Provider and its suppliers. The Licensed Software, Software, Software Service and/or Hardware may utilize or include third-party software and other copyrighted material. Acknowledgements, licensing terms, and disclaimers for such material are contained in the Documentation for the Licensed Software, Software, Software Service and/or Hardware, and Customer's use of such materials is governed by their respective terms. Customer will not remove, alter, or obscure any proprietary notices of Provider or its suppliers on the Licensed Software, Software, Software Service, Hardware and/or the Documentation. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Licensed Software, Software, Software Service and/or Hardware or any Intellectual Property Rights owned by Provider. The Provider name, the Provider logo, and the product names associated with the Licensed Software, Software, Software Service and/or Hardware are trademarks of Provider or third-parties, and no right or license is granted to use them.

10.2 Customer Data. As between Provider and Customer, all right, title and interest in the Customer Data and all Customer-specific portions of the Customer Reports, and all Intellectual Property Rights therein, belong to and are retained solely by Customer. Customer hereby grants to Provider a limited, non-exclusive, royalty-free, worldwide license to use the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to operate the Licensed Software, Software, Software Service and/or Hardware and provide related professional services to Customer, or as otherwise authorized by Customer in writing. Customer agrees that Provider may monitor and collect data excluding Personal Data from Customer's use of the Licensed Software, Software, Software Service and/or Hardware and use such data to improve Provider's current and future product and service offerings, and, if aggregated and not identifying Customer, for industry analysis, benchmarking, and analytics.

11 CONFIDENTIALITY

11.1 "*Confidential Information*" means any business information which is disclosed by a party (the "*Discloser*") in connection with this Agreement, directly or indirectly, in writing, orally or by drawings or inspection of equipment or software, to the other party (the **"***Recipient*") or any of its employees or agents and that is designated or marked as "confidential" or "proprietary" at the time of disclosure or that, based on the circumstances surrounding the disclosure, the Recipient knows or reasonably should know is considered confidential in that the Disclosing Party derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy, including, without limitation, the Licensed Software, Software, Software Service and/or Hardware, and all related software code, software configurations, documentation, this Agreement, either party's intellectual property including software, source and object code and trade secrets, configurations and Use Cases of the Licensed Software, Software, Software Service and/or Hardware, unpublished patents or patent applications, concepts, ideas and innovations, software architecture, production, design and/or performance of, test, production or any other hosting environments, operational, testing, and performance results

of the Licensed Software, Software, Software Service and/or Hardware, hosting environments, Customer Feedback, database architecture, product solutions, and data schema, inventions, know-how, show-how, trade secrets, in-licensing information (including use of open source licenses). Confidential Information also specifically includes, without limitation, the Discloser's non-public software, technology, financial information, Customer Data, any confidential Customer information included in the Customer Reports, and the terms of this Agreement.

11.2 All Confidential Information disclosed by the Discloser hereunder shall: (a) be maintained by Recipient in strict confidence at all times; and (b) not be divulged by Recipient to any third-party.

11.3 The restrictions on disclosure set forth in this Section shall not apply to Confidential Information which: (a) becomes publicly known without breach of this Agreement; or (b) the Recipient can show by written records was rightfully in its possession prior to the disclosure by the Discloser or becomes rightfully known to the Recipient without confidential or proprietary restriction from a source other than the Discloser; (c) is approved for disclosure without the restriction in a written document which is signed by a duly authorized officer of the Discloser; or, (d) is independently developed by the Recipient prior to the Effective Date.

11.4 Recipient may use the Discloser's Confidential Information solely for the purpose of exercising its rights and performing its obligations under this Agreement. Recipient agrees to take the same care with the Discloser's Confidential Information as it does with its own information of a similar nature, but in no event with less than a reasonable degree of care. Recipient shall limit access to the Confidential Information to those persons having a need to know such information in order to exercise Recipient's rights and obligations under this Agreement. Recipient may disclose Confidential Information: (a) insofar as the Recipient is required by law or legal proceedings to disclose provided that the Recipient provides the Discloser with prompt written notice of such requirement to enable the Discloser to seek a protective order; (c) insofar as disclosure is necessary to be made to the Recipient's independent accountants for tax or audit purposes; and (d) insofar as the Parties may mutually agree in writing upon language to be contained in one or more press releases.

12 [INTENTIONALLY BLANK]

13 TERM AND TERMINATION.

13.1 **TERM.** "*Initial Term*" means the initial period specified in the applicable Order Form and/or SOW during which Customer is obligated to pay for the Software, Software Service and Hardware, and thereafter it will automatically renew for subsequent one (1) year terms unless Customer gives Provider at least sixty (60) days' notice in advance of the next renewal term of its intent not to renew the Agreement (each a "*Renewal Term*").

13.2 **TERMINATION FOR CAUSE.** Provider may terminate this Agreement or any Order Form, effective immediately upon written notice to Customer, if (a) Customer breaches any provision in Section 2, or (b) Customer fails to pay any portion of the Fees when due within ten (10) days after receiving written notice from Provider that payment is due. Either party may terminate this Agreement or any Order Form if the other party materially breaches any provision of this Agreement and does not cure such breach within thirty (30) days after receiving written notice thereof from the other party.

13.3 **EFFECTS OF TERMINATION.** Upon termination or expiration of this Agreement for any reason, any amounts owed to Provider under this Agreement, any Order Form(s) or SOW(s) before such termination or expiration will be immediately due and payable, all licensed rights granted in this Agreement will immediately cease to exist, and Customer must promptly discontinue all use of the Software, Software Service and Hardware, erase all copies of the Software or Software Service from Customer's computers, and return to Provider or destroy all copies of Licensed Software, Software, and Software Service and related Documentation on tangible media in Customer's possession or control and certify in writing to Provider that it has fully complied with these requirements. Provider shall not be obligated to store the Customer Data for longer than thirty (30) days following the termination or expiration of this Agreement and is expressly authorized to delete and destroy all such data after the expiration of said thirty (30) day period.

13.4 **SURVIVAL.** Sections 1 ("Definitions"), 2.4 ("License Restrictions"), 9 ("Limitation of Liability"), 12 ("Confidentiality"), 13.3 ("Effects of Termination"), 13.4 ("Survival") and 14 ("General") will survive expiration or termination of this Agreement for any reason.

14 GENERAL.

14.1 MAINTENANCE AND SUPPORT. Subject to and conditioned upon Customer's payment of the annual Software subscription and/or maintenance and support fees as described in the Purchase Order, Provider will provide standard maintenance and support services for the Licensed Software as provided at *https://symphonyindustrial.ai/technical-support*. Standard Support is not available for Evaluation Licenses. Additional Support is available by purchasing by a Service Support Extension for additional fees (see *https://symphonyindustrial.ai/technical-support)*.

14.2 COMPLIANCE WITH LAWS. Customer acknowledges that the laws and regulations of the United States restrict the export and re-export of commodities and technical data of United States origin, including the Licensed Software, Software, Software Service, Hardware and/or Documentation. Customer agrees that it will not export or re-export the Licensed Software, Software, Software Service, Hardware and/or Documentation in any form in violation of the export or import laws of the United States or any foreign jurisdiction. Customer will defend, indemnify, and hold harmless Provider from and against any violation of such laws or regulations by Customer or any of its agents, officers, directors, or employees.

14.3 INSPECTIONS. Customer will permit Provider or its representatives to audit Customer to ensure Customer's compliance with this Agreement. Provider will give Customer at least ten (10) days advance notice of any such inspection and will conduct the same during normal business hours in a manner that does not unreasonably interfere with Customer's normal operations. If the audit reveals an underpayment or unauthorized use of the Software, Software Service and Hardware equal to 5% or more of the that would be due for the use of the Software, Software Service and Hardware, Customer shall promptly pay Provider such amounts, along with interest on the unpaid amounts interest at one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, and reimburse Provider for the costs of the audit.

14.4 ASSIGNMENT. Customer may not assign or transfer, by operation of law or otherwise, any of its rights under this Agreement (including its licenses with respect to the Software, Software Service or Hardware as the case may be) to any third-party without Provider's prior written consent. In the event of an assignment by Customer to a successor-in-interest to the business of Customer, the rights granted in this Agreement shall be limited to Customer's products, services and offerings in use immediately prior to the close of such transaction. Customer shall promptly notify Provider of any such assignment. Any attempted assignment or transfer in violation of the foregoing will be void.

14.5 U.S. GOVERNMENT END USERS. If Customer is a branch or agency of the United States Government, the following provision applies. The Licensed Software, Software Service and Documentation are comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 and are provided to the Government (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 227.7202-3.

14.6 NOTICES. All notices, consents, and approvals under this Agreement must be delivered in writing by courier, by electronic facsimile (fax), by electronic mail as described below, or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address set forth below. Customer may give notice to Provider by emailing legal@symphonyindustrial.ai and Provider may give notice by emailing Customer's billing contact as specified on the SOW and or Order Form. All notices will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner. Either party may change its address by giving timely notice of the new address to the other party identifying in such notice the date on which such change is effective.

14.6.1 **GOVERNING LAW; VENUE; ATTORNEY'S FEES.** This Agreement will be governed by the laws of the State of Washington of without regard to conflicts of law principles that would require the application of the laws of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement must be brought in a federal or state court located in or with jurisdiction over Kitsap County, Washington, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. Provider shall be entitled to its reasonable attorney's fees, costs and expenses arising out of any legal or equitable action for breach of the Agreement, to collect any fees and expenses payable hereunder, to enforce or interpret or otherwise arising out of or relating to this Agreement. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs.1-16). **THE PROVISIONS OF THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT SHALL NOT APPLY TO THIS**

AGREEMENT.

14.7 Remedies. Except as provided in Sections 7, 8 and 10 the Parties' rights and remedies under this Agreement are cumulative. Customer acknowledges that the Software, Software Service and Hardware contains valuable trade secrets and proprietary information of Provider, that any actual or threatened breach of Section 2.4 or 11 will constitute immediate, irreparable harm to Provider for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach.

14.8 Dispute Resolution. If there is any dispute arising out of, relating to or resulting from this Agreement, the Parties shall work together in good faith to resolve the matter. If management is not able to resolve the matter within thirty (30) days after written notice of the dispute is given by either party to the other party, the Parties shall engage in non-binding mediation for a period of at least an additional sixty (60) days to attempt to resolve any and all disputes before a sole mediator residing in the Seattle Metropolitan Area ("*Mediator*") selected from Judicial Arbitration and Mediation Services, Inc., or its successor ("*JAMS*"), or if JAMS is no longer able to supply the Mediator, such Mediator shall be selected from the American Arbitration Association, with such mediation to be held in the neutral place selected by the Mediator. The Parties shall share the fees and expenses of the Mediator equally, except that each party shall pay its own expenses and attorneys' fees. If the representatives of the Parties have not been able to resolve the dispute within such sixty (60) day period, each party shall have the right to pursue binding arbitration for any and all disputes, excepts for disputes arising from the ownership, infringement, unauthorized use, misappropriation and/or misuse of the Provider's intellectual property and Confidential Information, which disputes may be brought by Provider in a court of law or equity as provided in Section 14.6.1 above. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rule and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Parties shall maintain the confidential nature of any mediation and/or arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an Award or its enforcement, or unless otherwise required by law or judicial decision. For clarification and avoidance of doubt, injunctive or other temporary relief may be sought by either party in a court of law without posting of bond or other security while the management discussions or mediation proceedings are pending, or at any other time.

14.9 Waivers. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

14.10 Severability. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

14.11 Foreign Corrupt Practices Act. In conformity with the United States Foreign Corrupt Practices Act, Each party and its employees and agents will not directly or indirectly solicit, make any offer, payment, promise to pay, or authorize payment, or offer a gift, promise to give, or authorize the giving of anything of value for the purpose of influencing an act or decision (including a decision not to act) of an official of any government, including the United States Government, or inducing such a person to use his influence to affect any such governmental act or decision in order to assist Customer in obtaining, retaining, or directing any business.

14.12 Marketing. Customer grants Provider the right to use Customer's name, mark and logo on Provider's website, in Provider marketing materials, provided, however, that any such use must be pre-approved, not to be unreasonably withheld, in writing by Customer. Without requiring prior Customer approval, Customer agrees that Provider may state the fact that Customer is a Provider customer, identify the Customer as a customer on its list of customers, without revealing specifics about the Agreement.

14.13 Force Majeure. Except for the obligation to pay any amounts hereunder when due, any delay in or failure of performance by either party under this Agreement will be excused to the extent caused by any occurrence beyond the reasonable control of such party, including acts of God, fires, war, insurrection or riot, collapse of third-party computer data transfer networks and communication systems, inability to procure materials, labor, services, equipment, transportation or energy, malicious or criminal acts of third-parties, quarantine, disease, pandemic, laws and/or or acts or orders of Government authority. The affected party shall give notice to the other party in writing of the delay or non-performance event within ten (10) business days after its commencement.

14.14 Relationship of the Parties. The parties shall at all times act as independent contractors and licensor/licensee. Nothing contained in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties, nor shall any party be deemed the employee, agent, or representative of the other. Neither party shall have any authority whatsoever, whether express or implied, to assume, create, or incur any obligation or liability whatsoever on behalf or in the name of the other, or to bind the other in any manner whatsoever. Neither party shall hold itself out contrary to the provisions of this Section.

14.15 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement. The Licensed Software, Software, Software Service and/or Hardware, results of the Software or Software Service, and/or professional services, and any information furnished to or procured by Customer by or through the Licensed Software, Software, Software Service and/or Hardware, and related professional services, is solely for the benefit of Customer, and no third-party is entitled to rely on the same.

14.16 Non-Solicitation. During the Term and for a period of one (1) year thereafter, neither party nor its affiliates shall solicit to hire or hire any employee or consultant of the other party or its affiliates with whom such first party first had contact or learned of during the performance of this Agreement without the prior written consent of such party; provided that nothing herein shall restrict either party or its affiliates from making generalized solicitations for employees or consultants by use of advertisements in the media or by engaging search firms to engage in solicitations that are not targeted or focused on the employees or consultants of the other party or its affiliates and to hire any employees or consultants responding to such solicitations.

14.17 Construction. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."

14.18 Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both Parties. Any other or additional terms and conditions contained in a purchase order, change order, invoice payment or other documentation from the buyer shall not constitute a part of the contract of sale and are hereby rejected unless such terms and conditions are specifically agreed to in writing signed by an authorized representative of Provider. The submission of a purchase order to Provider shall constitute the buyer's complete and unconditional acceptance of Provider's Terms and Conditions. Applicable state sales taxes are not included in any Order Form.

Exhibit A

PROFESSIONAL SERVICES TERMS AND CONDITIONS

This Professional Services Terms and Conditions Exhibit ("*Exhibit*") is incorporated into the Master Purchase Agreement by and between Customer and Provider, and governs all professional services provided by Provider. The Parties agree as follows:

1. SERVICES, STATEMENT OF WORK, AND CHANGE ORDERS

1.1 Professional Services. Subject to the terms and conditions of this Exhibit and at Customer's request and direction, Provider will perform for Customer the standard technology-enabled professional services described in the Order, and/or one or more SOW's which describe in reasonable detail the additional, non-standard professional or other services required (the "*Professional Services*"). Specifically, should the Customer subscribe to the *Watchman 360+* ancillary manual vibration analysis services, then such ancillary services shall be provided as described at [*https://symphonyindustrial.ai/watchman-360-service/*].

1.2 Statement of Work. The specific details of the Professional Services to be performed will be determined on a per-project basis, and the details for each project will be described in a written SOW that is executed by both Parties. Once executed by both Parties, each SOW will be a unique agreement that incorporates the terms of this Exhibit and stands alone with respect to all other SOW's. If there is a conflict between the terms of this Exhibit and the terms of the Master Purchase Agreement, the terms of this Exhibit will control with respect to Professional Services. If there is a conflict between the terms of this Exhibit and the terms of a SOW, the terms of the SOW will control.

1.3 Change Orders. Customer may reasonably request in writing that revisions be made with respect to the Professional Services or deliverables set forth in that SOW (each, a "*Change Order*"). If a Change Order recites revisions that materially increase the scope of the Professional Services or the effort required to deliver deliverables under the applicable SOW, then within five (5) business days after Provider's receipt of such Change Order, Provider will deliver to Customer a written, revised SOW reflecting Provider's reasonable determination of the revised Professional Services, deliverables, delivery schedule, and payment schedule, if any, that will apply to the implementation of the revisions. If Customer approves the revised SOW, then the Parties will execute it, and upon execution, the revised SOW will supersede the then-existing SOW. If Customer does not approve the revised SOW within five (5) business days after its receipt by Customer, the then-existing SOW will remain in full force and effect, and Provider will have no further obligation with respect to the applicable Change Order.

2. PERFORMANCE OF PROFESSIONAL SERVICES

2.1 Project Management. For each project, each party will designate a single point of contact within its organization to manage the project described in a SOW (each, a "*Project Leader*"). The Project Leaders will meet as necessary to manage the Professional Services to be performed under a SOW. Disputes will be escalated to more senior executives if the Project Leaders are unable to resolve a problem.

2.2 Personnel. The Professional Services shall be performed in a competent, professional, and workman-like manner by qualified personnel. The Professional Services may only be performed by specific personnel if so, identified in a SOW. Unless otherwise expressly stated in the SOW, Provider may use any personnel to perform the Professional Services.

2.3 Subcontractors. Provider may utilize independent contractors and subcontractors to perform all or part of the Professional Services. Provider will remain solely responsible for the performance of all of the Professional Services that are subcontracted, if applicable.

2.4 Materials. Except as otherwise specified in a SOW, Provider will be responsible for and supply all necessary equipment, materials, and other resources required to perform the Professional Services.

2.5 Customer Materials. Any materials provided by Customer to Provider are licensed by Customer to Provider to be used, reproduced and modified solely to perform the Professional Services. Customer will own these materials ("*Customer Materials*"). Provider will treat the Customer Materials as Customer's Confidential Information (as defined in Section 6 below). Except for normal wear and tear associated with permitted use of the Customer Materials, Provider will assume all risk of loss, damage, theft, or destruction of the Customer Materials while they are in its possession or control or that of its agents and will reimburse Customer for any such costs of repair or replacement. Provider will keep the Customer Materials free of all security interests, liens, and other encumbrances.

2.6 Government Approvals. Unless otherwise specified in a SOW, PROVIDER is responsible for securing all government approvals and licenses necessary to perform the Professional Services and provide the deliverables to Customer, including any export licenses required to transfer the deliverables to Customer.

3. ACCEPTANCE OF DELIVERABLES

3.1 Initial Delivery. Provider will notify Customer when it believes that it has appropriately completed a deliverable and will deliver the deliverable to Customer in the format specified in the applicable SOW for Customer's acceptance in accordance with the terms of this Section 3.

3.2 Inspection and Testing. After Provider's delivery of each deliverable, Customer will promptly inspect the deliverable to verify that it conforms in all respects to the applicable specifications and test it in accordance with the acceptance criteria, if any, specified in the applicable SOW.

3.3 Rejection Notice. If Customer, in its reasonable and good faith judgment, determines that the deliverable does not materially conform to the applicable specifications or does not pass the applicable acceptance criteria, if any, Customer will promptly notify Provider of its determination in a written notice setting forth a description of the nonconformities exhibited by the deliverable ("*Rejection Notice*") within ten (10) business days. A deliverable will be deemed accepted by Customer if no Rejection Notice is delivered within the time specified in this 3.3.

3.4 Correction of Nonconformities. Should Provider receive a Rejection Notice, then the Parties will meet and confer to agree in good faith upon the timing schedule by which Provider will perform reasonable additional Professional Services at no charge, to remedy the nonconformities set forth in the Rejection Notice. When Provider remedies the nonconformities, Provider will redeliver the deliverable to Customer and Customer will again review the deliverable for acceptance or rejection in accordance with this Section 3.

4. COMPENSATION

4.1 Fees and Expenses. Customer will pay the fees as set out in each SOW *("Professional Service Fees"*). Customer will reimburse Provider for any SOW-related out of pocket costs or expenses reasonably incurred which are reasonably necessary or are specified in the SOW.

4.2 Payment. Unless otherwise specified in a SOW: (a) Provider will issue invoices for Fees for Professional Services prior to commencement of work; and (b) Customer will pay any amount set forth in such invoices no later than thirty (30) days after receipt of PROVIDER's invoice.

5. TERM AND TERMINATION

5.1 Term. This Exhibit will commence on the Effective Date and will continue until termination of the Agreement or as terminated as provided in this Exhibit. Any SOW in existence as of the date that this Exhibit terminates will also terminate.

5.2 Termination. Customer may terminate this Exhibit or any SOW immediately and with thirty (30) days prior notice if Provider refuses to or Provider notifies Customer that Provider is unable to perform the Professional Services. Either party may terminate this Exhibit or any SOW if the other party is in breach of any material provision of this Exhibit or the SOW and has failed to cure such breach within thirty (30) days of being provided with notice of it breach. Customer covenants to pay Provider for the Professional Services provided prior to the termination of this Exhibit or SOW, pursuant to the terms of the SOW and as set forth in 5.3 of this Exhibit.

5.3 Survival. Upon termination, all rights and duties of the Parties toward each other cease except that:

(a) Within thirty (30) days of the effective date of termination, Customer will pay all amounts owing to Provider for Professional Services or Provider will return to Customer any amount paid to Provider as a retainer that is not owed against Professional Services performed prior to termination; and

(b) Sections 5.4, 6, 7, 8, and 10 will survive termination or expiration of this Exhibit.

5.4 Return of Materials. Upon the termination of this Exhibit, or upon Customer's earlier request, Provider will deliver to Customer all Customer Materials (as defined in Section 2.6) and Confidential Information (as defined in Section 6.1) that are in Provider's possession or control.

6. OWNERSHIP

Except as expressly set forth to the contrary in a SOW, ownership of intellectual property rights will be allocated as follows:

7.1 Customer Intellectual Property; Feedback. Customer does not grant to Provider any rights in or to Customer's intellectual property except such licenses to Customer Materials as may be required for Provider to perform its obligations hereunder; provided, however, as between Provider and Customer, all right, title and interest in the License Software, Software,

Software Service and/or Hardware, and all Customer Feedback, including all Intellectual Property Rights in each of the foregoing, belong to and are retained solely by Provider or its licensors, as applicable and Customer hereby does and will irrevocably assign to Provider all evaluations, ideas, Customer Feedback and suggestions made by Customer to Provider regarding the Software, Software Service and Hardware, and all Intellectual Property Rights therein.

7.2 Confidential Information. As between the Parties, each party retains all ownership rights in and to its Confidential Information.

7.3 Deliverables. Upon Customer's payment of fees due under an applicable SOW or Order Form, Provider grants Customer a worldwide, perpetual, non-exclusive, non-transferable, royalty-free license to copy, maintain, and use solely for its internal business purposes any deliverable and solely in accordance with the terms and limitations of the Agreement. Provider and Customer each retains all right, title and interest in its respective intellectual property and Provider retains all ownership rights in the deliverables under any SOW in addition to its ownership of all Licensed Software, Software, Software Service, Hardware and Documentation.

8. MISCELLANEOUS

8.1 Professional Services and Information Prior to Effective Date. All Professional Services performed by Provider and all information and other materials disclosed between the Parties prior to the Effective Date will be governed by the terms of this Exhibit, except where the Professional Services are covered by a separate agreement between Provider and Customer.

8.2 Headings. Headings are used in this Exhibit for reference only and will not be considered when interpreting this Exhibit.

SCHEDULE 1

WATCHMAN 360+™ PROGRAM

Manual Vibration Analysis for *TRIO*® Data Collection

During the Customer's Watchman 360+ Software subscription, the Software generates machine condition reports delivered to the Customer via the Software's *PredictivePortal*™ as a self-service function. In addition, the Company's team of vibration analysts will also perform a supplemental manual review of machine condition that is fault-severity based as follows:

FAULT SEVERITY	REVIEW TIME*	EXAMPLES
New or existing Faults that escalate to "Serious" and "Extreme Severity."	Within **24-Hours**	➢ Machine with no previous problem moving to Extreme bearing wear with latest data submission. ➢ Machine with previous Moderate imbalance moving to Serious imbalance with latest data submission.
Persistent "Serious" and "Extreme" Faults	Within **5-Business Days**	➢ Machine with Serious imbalance that remains Serious imbalance with latest data submission.
Faults (new or existing) that escalate to "Moderate" severity	Within **5-Business Days**	➢ Machine with no previous problem moving to Moderate misalignment with latest data submission
Machine tests with "OK" or "Slight" status	None	➢ Machine with no previous problem moving to Slight coupling wear with latest data submission

*from time of Software alert to the Company.

Manual Review Requests Outside of Fault-Severity Review

- Priced separately from Watchman360+ subscriptions at our standard professional service rates or as otherwise agreed with Customer.
- Requires a signed SOW.
- Two Levels of analysist review offered:
  - *Urgent Review*: Analyst review within 24-hours
  - *Non-Urgent Review*: Analyst review within 72-hours

Asset Change Management

- Diagnostic templates build and certification is based on the initial known configuration of the assets. Customer is responsible for notifying of any asset configuration changes.
- Asset Change Management is priced separately from Watchman360+ subscriptions and billed at the Company's standard professional service rates.

SUMMITAI

WATCHMAN AIR+™ PROGRAM

Manual Vibration Analysis for Watchman Air+ Data Collection

During the Customer's Watchman AIR+ Software subscription, the Software generates machine condition reports delivered to the Customer via the Software's *Predictive Portal*™ as a self-service function. In addition, the Company's team of vibration analysts will also perform a supplemental manual review of machine condition that is fault-severity based as follows:

FAULT SEVERITY	REVIEW TIME*	EXAMPLES
New or existing Faults that escalate to "Serious" and "Extreme Severity."	Within **24-Hours**	➢ Machine with serious imbalance that remains Serious imbalance with latest data submission
Persistent "Serious" and "Extreme" Faults	None.	➢ Machine with Serious imbalance that remains Serious imbalance with latest data
Machine tests with "OK," "Slight" or "Moderate" status	None	➢ Machine with no previous problem moving to Moderate misalignment with latest data submission.

*from time of Software alert to the Company.

Manual Review Requests Outside of Fault-Severity Review

- Priced separately from Watchman AIR+ subscriptions at our standard professional service rates or as otherwise agreed with Customer.
- Requires a signed SOW.
- Two Levels of analysist review offered:
  - *Urgent Review*: Analyst review within 24-hours
  - *Non-Urgent Review*: Analyst review within 72-hours

Asset Change Management

- Diagnostic templates build and certification is based on the initial known configuration of the assets. Customer is responsible for notifying of any asset configuration changes.
- Asset Change Management is priced separately from Watchman AIR+ subscriptions and billed at the Company's standard professional service rates.