

PERCEPTIV ENTERPRISE AGREEMENT

This Perceptiv Enterprise Agreement (“Agreement”) is entered into by and between Rexnord Industries, LLC (“RRX”) and the customer (“Customer”) to whom this Agreement is presented in connection with use or anticipated use of the Perceptiv Intelligent Reliability Solution (“Solution”). RRX and Customer are each a “Party” and collectively the “Parties” to this Agreement.

CUSTOMER HEREBY ACCEPTS THE TERMS OF THIS AGREEMENT WHEN IT DOES ANY OF THE FOLLOWING (THE “EFFECTIVE DATE”): (1) ACCESSES OR USES THE SOLUTION, IN WHOLE OR IN PART; (2) ACKNOWLEDGES THIS AGREEMENT BY CHECKING A BOX, CLICKING A BUTTON, OR TAKING ANY SIMILAR AFFIRMATIVE ACTION WHEN LOGGING ONTO OR REGISTERING TO USE THE SOLUTION; OR (3) PROCEEDS WITH A PROPOSAL, ORDER, ACKNOWLEDGEMENT, OR OTHER DOCUMENT FOR ACQUISITION, IMPLEMENTATION, OR USE OF THE SOLUTION THAT REFERENCES THIS AGREEMENT VIA URL LINK OR OTHER MEANS. IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, CUSTOMER MAY NOT ACCESS OR USE THE SOLUTION.

A. RRX offers the Solution as a cloud-connected subscription to provide customers with information about machine health and optional prescriptive, actionable recommendations to help minimize unplanned equipment downtime at Customer locations.

B. The Solution is offered through a proprietary combination of “Hardware” + “Services” + “Perceptiv Platform” + “Perceptiv Data” as more particularly described below.

C. Use of the Solution is available for purchase by Customer subject to and governed by the terms and conditions of this Agreement with RRX.

NOW, THEREFORE, in consideration of the foregoing, the promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Order Documentation. Purchases under this Agreement may be initiated through RRX or an authorized RRX channel partner via a sales order, purchase order, acknowledgement, or similar document (an “Order”). Whatever form of document is used, each Order must be approved through RRX’s standard sales processes, and all Orders shall be governed exclusively by and subject to the terms of this Agreement, including, without limitation the terms of Section 14.2 related to final governing terms. Regardless of whether Customer finalizes an Order with RRX directly or through a RRX channel partner, RRX (and not the channel partner) will be responsible for delivering the Solution to Customer in accordance with the terms of this Agreement. To the extent there is a conflict between the terms of an Order and the terms of this Agreement, the terms of this Agreement shall control and govern with respect to the conflicting terms.

2. Hardware.

2.1 Hardware Purchase. “Hardware” means the equipment, devices, gateways, and sensors that Customer purchases from RRX or its authorized channel partners as part of the Solution. The purchase of Hardware shall be governed by RRX’s Terms and Conditions of Sale located at: <https://www.regalrexnord.com/terms-and-conditions-of-sale/us-and-canada/revision-july-2022> (“Sales Terms”) which are incorporated herein by reference. To the extent there is a conflict between

the Sales Terms and this Agreement, the Sales Terms shall govern with respect to the sale and service of the Hardware components, and this Agreement shall govern and control in all other respects.

2.2 Hardware Subscription. In some cases, RRX may (but is not required to) offer Customer the option of acquiring Hardware components on a subscription basis under separate financing arrangements (as opposed to a typical upfront one-time payment for Hardware). The Order will expressly identify any Hardware that is being purchased by Customer on a subscription basis. The terms of any separate financing arrangements will be set forth in additional financing documentation to be presented to Customer in connection with processing of the Order.

2.3 Hardware Uses. Customer shall use all Hardware acquired through RRX (whether by sale or lease) for the purposes for which the Hardware is intended as part of the Solution being delivered under this Agreement. Customer shall not use Hardware in any fashion that could interfere with RRX's delivery or operation of the Solution. Customer shall be solely responsible and liable for any uses of Hardware that interfere with or cause damage to the Solution or other users of the Solution. Hardware components acquired through third parties other than RRX or its authorized channel partners shall be governed by the terms in place between Customer and the third parties. All risks and liabilities arising from use of such third party hardware components are assumed by Customer.

3. Services.

3.1 Scope of Services. "Services" means the services offered by RRX as part of the Solution as more particularly described below including installation, maintenance, or repair of Hardware, various machine health monitoring services, performance reporting services, and other professional services as offered by RRX from time to time. The specific Services purchased by Customer will be identified in the applicable Order. The scope of Services and manner in which they are to be provided by RRX are subject to change and may be modified in RRX's discretion. If RRX offers different tiers or classes of Service across its customer base, the specific tier or class of Service purchased by Customer for the Solution will be described in the applicable Order.

3.2 Hardware Services. As part of the Services, RRX may provide professional services for installation, maintenance, or repair of Hardware in connection with the Solution. These Hardware Services shall be as described in the applicable Order and shall be governed by the Sales Terms under which Customer purchased the Hardware from RRX or its authorized channel partner. RRX is not responsible for and assumes no liability for third party hardware components or for professional services performed by third parties engaged by Customer. The terms pertaining to any third-party hardware components or any third party professional services shall be governed by Customer's agreement with its selected third-party provider.

3.3 Asset Data Services. As part of the Services offered through the Solution, RRX may collect data related to the health and performance of the Hardware and other Customer equipment operated at Customer locations designated in the applicable Order (referred to as "Asset Data"). RRX will make certain Asset Data available to Customer in accordance with the applicable Order in such format as RRX may determine, if Customer has elected to purchase access to Asset Data under the applicable Order.

3.4 Performance Report Services. As part of the Services offered through the Solution, RRX may provide reliability reports, recommendations, and analyses through written assessments ("Performance Reports") created and compiled by RRX. Performance Reports will be included as a

Service in the Solution if Customer has elected to purchase Performance Reports under the applicable Order. Performance Reports will be stored by RRX for the duration of the Term of the applicable Order and for one (1) year thereafter, after which time RRX may delete copies of the applicable Performance Reports in its possession.

3.5 Connectivity Services. As part of the Services offered through the Solution, RRX may arrange for cellular or other network connectivity to facilitate provisioning of the Solution for Customer. Customer acknowledges that all such connectivity is provided by third parties pursuant to any service level assurances that may be offered by the third parties, and that RRX is not liable or responsible for the performance of such third parties.

3.6 Other Professional Services. RRX may elect (but is not required) to provide other professional services from time to time as such are related to operation of the Solution. Those professional services shall be as described in the applicable Order and shall be governed by the terms of this Agreement.

3.7 Access to Customer Locations & Equipment. To facilitate RRX's provision of Services under this Agreement, Customer grants to RRX, its representatives, and agents such rights, approvals, permissions, and consents as may be required to access the Customer locations and Customer equipment as generally listed in an Order for purposes of deploying, operating, maintaining, and improving the Solution throughout the Term and thereafter as may be necessary to facilitate decommissioning of the Solution. Customer shall be responsible for providing a clean, safe, and secure environment for RRX, its representatives, and agents to deploy and operate the Solution. RRX may suspend or terminate any work upon notice if it believes that Customer's environment or equipment pose any health, safety, or security risks to RRX's representatives or agents.

4. Perceptiv Web Platform.

4.1 Access to Perceptiv Web Platform. "Perceptiv Platform" means the proprietary online, web-based, or mobile applications developed by RRX or its service providers for use in operating the Solution. If Customer purchases a subscription to the Perceptiv Platform under its Order, upon receipt of proper payment, RRX grants to Customer the following non-exclusive, non-transferable, non-sublicensable, limited rights during the Term solely for Customer's internal business purposes of monitoring the performance of its equipment designated in the Order at the locations listed in the Order: (a) the right to use RRX's proprietary method and process to receive the Solution from RRX; (b) the right to access the Customer facing elements of the Perceptiv Platform and view Asset Data as made available from time to time by RRX for the Customer equipment and locations listed in the Order; and (c) the right to access and use Performance Reports as made available from time to time by RRX if Customer has purchased Performance Reports under an applicable Order. Those elements of the Perceptiv Platform that are back-end components, and not intended to be Customer facing in RRX's sole determination, are excluded from the grant of rights above such that all rights to back-end components are reserved to RRX.

4.2 Authorized Users. The grant of rights in Section 4.1 runs to the benefit of Customer and its authorized employees and contractors only (collectively, "Authorized Users") with such rights to be exercised solely for Customer's internal business purposes of monitoring the performance of Customer's designated equipment at the Customer locations listed in the Order. Customer is responsible for identifying its Authorized Users and granting them permission to access the Perceptiv Platform on Customer's behalf. Customer shall ensure that all Authorized Users have their own user ID and that they comply with this Agreement. Customer shall remain responsible for the acts and

omissions of its Authorized Users. Customer shall be responsible for the safekeeping, proper use, and management of all Authorized User passwords and credentials to the Solution. Customer shall implement adequate security controls to ensure that all passwords and credentials are made available only to Authorized Users. If Customer learns of any loss or unauthorized use of such passwords or credentials, Customer shall immediately notify RRX and reasonably cooperate in the investigation of the incident. RRX reserves the right to terminate or suspend the access rights of any Authorized User with or without notice if it believes or suspects there has been misuse of any Authorized User credentials.

4.3 End User License Agreement. Authorized Users who desire to access the Perceptiv Platform on Customer's behalf must first register online and accept the online terms of an End User License Agreement ("EULA") as a condition to access. The EULA will contain use rights and restrictions substantially consistent with those set forth in this Agreement and will be presented to the Authorized User at such time as they register and seek to access the Perceptiv Platform.

4.4 Restrictions. Except as otherwise expressly authorized in writing by RRX, Customer and its Authorized Users may not: (a) modify or create any derivative works of the Solution or its component elements including, without limitation, any underlying software code comprising or inherent within the foregoing; (b) reverse engineer, decompile, or disassemble or otherwise attempt to derive the source code used in the component elements of the Solution; (c) remove, obscure or deface any proprietary rights or other notices on the component elements of the Solution; (d) make any alterations or additions to the component elements of the Solution without the prior written consent of RRX; (e) repair or fix any component elements of the Solution except pursuant to RRX's express written instructions; (f) publish or make public any performance results from the Solution without RRX's prior written consent; (g) copy, duplicate, display, transfer, adapt, modify, or distribute in any form the component elements of the Solution except as specifically stated herein; (h) access the Solution or any components thereof, either for itself or the benefit of other parties, for the purpose of or in connection with the development or offering of a competing product or service; or (i) share or disclose the Solution, in whole or in part, with any competitors of RRX.

4.5 Suspension. Notwithstanding anything to the contrary in this Agreement, RRX may, with or without notice, temporarily suspend Customer's or an Authorized User's access to any portion or all of the Solution if RRX in its sole discretion reasonably determines that: (a) there is a threat to or attack on any of the underlying intellectual property or other rights comprising the Solution; (b) Customer's or any Authorized User's use of the Solution disrupts or poses a security risk to RRX or to any other customer or vendor of RRX; (c) Customer, or any Authorized User, is using the Solution for fraudulent or illegal activities; (d) Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (e) RRX's provision of the Solution to Customer or any Authorized User is prohibited by applicable law; (f) Customer or an Authorized User breaches this Agreement or the EULA; or (g) Customer fails to make timely payment of amounts due to RRX, any of its channel partners, or any third party financing company with whom Customer has made financing arrangements (each of the preceding, a "Suspension"). RRX shall use commercially reasonable efforts to provide written notice of any Suspension to Customer and to provide updates regarding resumption of access to the Solution following any Suspension. RRX will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Suspension.

4.6 Updates and Upgrades; Technical Support; Remote Connections. For the Solution fee set forth in the applicable Order, RRX shall provide Customer with support help consisting of (a) periodic updates to the Perceptiv Platform that are provided to all Solution customers in RRX's sole discretion; and (b) reasonable telephone and email technical support consistent with the scope of the service plan that Customer has selected in the Order. Customer acknowledges that RRX will maintain one or more remote connections to Customer's environment for purposes of transmitting generally available patches and updates and for purposes of transmitting Solution data to RRX, its representatives, and agents.

4.7 Support Incidents. Customer may open a new support incident for an issue with the Perceptiv Platform by calling RRX's telephone support phone number or emailing the technical support team (a "Support Incident"). Support assistance may be delivered by telephone, email, and/or remote assistance via a web meeting. Initial responses to Support Incidents may or may not resolve the Support Incident. RRX will keep Customer's designated contact person updated as to the status of the Support Incident until the issue is resolved. RRX shall have no obligation to provide support or to resolve Support Incidents caused by acts or omissions of Customer or its third-party providers or caused by reasons outside of RRX's reasonable control.

4.8 Customer API. Customer may at times desire to interface the Perceptiv Platform with certain third-party applications. Any such interfaces shall require prior written authorization of RRX, which may be withheld at RRX's discretion. Customer shall be solely responsible for the interface and shall indemnify, defend, and hold harmless RRX from and against any and all judgments, actions, claims, lawsuits, losses, fines, deficiencies, damages, liabilities, costs, and expenses (including reasonable attorneys' fees, expenses, and court costs), that may be suffered, made, or incurred by RRX in connection with or arising from use of the interface.

5. Perceptiv Data. "Perceptiv Data" means the various types of data that will be collected, generated, stored, processed, and used by RRX and its representatives in operating the Solution. The data types fall into four (4) general categories as described below. The respective use rights of the Parties as to each data type are described in the following provisions.

5.1 Rights to Personal Data. RRX will require access to information of Authorized Users ("Personal Data") to operate the Solution, including personally identifiable information. As between RRX and Customer, all Personal Data shall be owned by and remain the property of Customer and the respective Authorized Users to which the Personal Data applies. Any Personal Data obtained by RRX, its representatives or agents will be used by them in accordance with the terms of the RRX Privacy Notice as exists from time to time (a current copy of which is available for viewing at this link <https://www.regalrexnord.com/home/privacy/>). RRX may also use Personal Data that it receives or collects for any additional purposes permitted under the EULA as agreed to by Authorized Users. RRX may retain copies of all such Personal Data in accordance with RRX's record retention policies and as otherwise permitted under applicable law.

5.2 Rights to Asset Data. As between RRX and Customer, all Asset Data shall be owned by and remain the property of Customer. Customer hereby grants to RRX, its representatives, contractors, agents, successors, affiliates, and assigns a perpetual, worldwide, non-exclusive, irrevocable, royalty-free, transferable, and sublicensable right and license to use, share, reproduce, distribute, prepare derivative works of, publicly display, host, cache, route, transmit, store, reformat, or modify any Asset Data for the purposes of: (a) providing and improving the Solution for Customer including, without limitation, for account management, support, and administrative purposes; (b) continuing research and development; (c) complying with RRX's legal obligations; (d) facilitating

RRX's business partner relationships; (e) promoting business communications, marketing, and sales activities relating to RRX offerings; and (f) as otherwise permitted under applicable law.

5.3 Rights to Platform Data. Customer acknowledges that RRX, its representatives, and agents will generate and collect data from the operation, administration, development, enhancement, delivery, maintenance, and support of the infrastructure and applications platforms, including the Perceptiv Platform used to provide the Solution ("Platform Data"), which excludes Personal Data or Asset Data. As between RRX and Customer, all Platform Data shall be owned by and remain the property of RRX and may be used by RRX without restriction. Customer shall not be entitled to receive or use Platform Data. RRX may in its sole discretion make access to certain Platform Data available from time to time to its customer base or other parties for a fee pursuant to a separate Order.

5.4 Rights to Aggregate Data. RRX may use Personal Data and Asset Data in de-identified, anonymized, or aggregated form so long as it is not capable of being attributed to Customer or any of Customer's specific Authorized Users ("Aggregate Data"). As between RRX and Customer, all Aggregate Data shall be owned by and remain the property of RRX and may be used by RRX without restriction. Unless otherwise permitted by RRX in its sole discretion, Customer shall not be entitled to receive or use Aggregate Data. RRX may in its sole discretion make access to certain Aggregate Data available from time to time to its customer base or other parties for a fee pursuant to a separate Order.

6. Intellectual Property.

6.1 RRX's Intellectual Property. RRX and its licensors reserve and retain all right, title, and interest in and to the Solution and its component elements; provided, however that Customer shall take title to all Hardware purchased by Customer under an Order where Customer is purchasing (and not leasing or financing) the Hardware. Without limiting the foregoing, RRX and its licensors reserve and retain all right, title and interest in and to the Perceptiv Platform, Platform Data, Aggregate Data, the Performance Reports (as to the Performance Report template, design, elements, features, fields, sequence, composition, look, and feel) and the proprietary methods and processes of the Solution, including any modifications, improvements, enhancements, derivative works thereof, and all intellectual property rights inherent therein (including, without limit, all patents, trade secrets, trademarks, trade names, copyrights, and all other proprietary rights pertaining thereto). All rights not expressly granted in this Agreement are reserved by RRX. Customer may not use any trademark, trade name, logo, or corporate name of RRX or its affiliates or any contraction, abbreviation, or simulation thereof without the prior written permission of RRX.

6.2 Feedback. If Customer sends any communications, content, or materials to RRX by mail, email, telephone, verbally, through the Perceptiv Platform, or otherwise, suggesting or recommending changes to the Solution or any of its component elements, including without limitation, new features, applications, or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), RRX is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns and agrees to assign to RRX on Customer's behalf, and on behalf of its Authorized Users, all right, title, and interest in the Feedback, and RRX is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback for any purpose whatsoever.

7. Payment.

7.1 General. Payments under this Agreement shall be made in accordance with the payment terms set forth in the Sales Terms and any special payment arrangements that may be identified in the Order. The Sales Terms may be found at this link, <https://www.regalrexnord.com/terms-and-conditions-of-sale/us-and-canada/revision-july-2022>, and may be updated from time to time.

7.2 Subscription Bundles. From time to time, RRX may offer Customer the ability to purchase the Solution on a subscription basis with monthly payment arrangements as more specifically identified in the applicable Order. The payment terms for these subscription bundles are also set forth in the Sales Terms, together with any special or third party payment arrangements that may be identified in the Order. In some instances, Customer may finance its payment through a third party financing company and, in those cases, Customer shall also be bound by the payment terms and obligations as set forth in its agreement with the third party financing company. Notwithstanding any of the foregoing, if an Order calls for recurring subscription payments, the Order may not be cancelled or terminated early for convenience by Customer. If Customer purports to cancel or terminate an Order early for convenience under which recurring subscription payments are to be made, then all amounts for the entire contract value of the Order through the full term of the Order shall accelerate and become immediately due and payable in full upon demand without set-off, discount, or deduction.

8. Confidentiality. “Confidential Information” means any information that is reasonably considered confidential given the nature of the information and circumstances of disclosure, in any form, tangible or intangible, which may be disclosed by either Party pursuant to this Agreement, including the terms of this Agreement. Confidential Information does not include information that (a) is or becomes publicly available through no wrongful act of the receiving Party; (b) was known on a nonconfidential basis by the receiving Party prior to the disclosure by the disclosing Party; (c) was lawfully disclosed on a nonconfidential basis to the receiving Party by a third party subsequent to disclosure by the disclosing Party; (d) is independently developed by or for the receiving Party without reference to or use of disclosing Party’s Confidential Information; or (e) is required to be disclosed pursuant to governmental or judicial process, provided that the notice of such process is promptly provided to the disclosing Party in order that it may intercede in such process to contest such disclosure. Each Party shall remain the exclusive and sole owner of its own Confidential Information. Except as otherwise provided in this Agreement, each Party, on behalf of itself, its employees, and its agents, agrees to retain all Confidential Information of the other Party in strict confidence and exercise reasonable steps to safeguard the confidentiality of the Confidential Information received from the other Party. Except as otherwise provided herein, the receiving Party will, at disclosing Party’s option, either return to the disclosing Party or destroy all disclosing Party’s Confidential Information upon termination or expiration of this Agreement or upon the disclosing Party’s written request. Without limiting the foregoing, the Perceptiv Platform, Platform Data, Aggregate Data, Performance Reports (as to their template, design, elements, features, fields, sequence, composition, look and feel), the methods and procedures used by RRX to provide the Solution, its suppliers, channel partners, business strategies, partnerships, and business relationship growth plans, and all future product roadmap features and offerings shall be deemed Confidential Information of RRX.

9. Warranties.

9.1 Mutual Warranties. Each Party represents and warrants that (a) it is a company duly organized, validly existing, and in good standing under its state of formation; (b) it has the right and authority to enter into this Agreement, and to fully perform its obligations hereunder; (c) it has obtained all necessary corporate approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby; and (d) this Agreement is a legal and valid obligation binding upon it and enforceable in accordance with its terms. The individual entering into this Agreement on behalf of Customer further represents and warrants that it has all necessary rights and authority to enter into this Agreement on behalf of the Customer as a binding, valid, and legal obligation of Customer.

9.2 Customer Warranty. Customer represents and warrants that it has the necessary rights and consents required to allow RRX to access the Customer equipment and locations and to deploy the Solution. Customer further represents and warrants that it will provide any required notices and obtain any necessary consents and approvals from its Authorized Users and any third party to permit use of the Personal Data and Asset Data as contemplated in this Agreement.

9.3 Perceptiv Platform Warranty. RRX warrants that it will use commercially reasonable efforts to operate the Perceptiv Platform in a manner that materially conforms with the terms of the Order. If Customer believes that the Perceptiv Platform is not operating in conformance with this warranty, RRX's sole and exclusive obligation and Customer's sole and exclusive remedy will be, at the sole option of RRX, for RRX to either (a) use reasonable commercial efforts to fix the material failure in the Perceptiv Platform; (b) replace the defective portion of the Perceptiv Platform; or (c) terminate this Agreement and refund to Customer any amounts prepaid by Customer for the remainder of the period terminated by RRX; provided, in each case, that Customer notifies RRX in writing within five (5) business days after discovery of the failure of the Perceptiv Platform to comply with this warranty.

9.4 Disclaimers. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN THIS SECTION, ALL OTHER ELEMENTS OF THE SOLUTION ARE PROVIDED "AS IS" AND "WHERE IS," WITHOUT WARRANTY OF ANY KIND, AND RRX MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR ARISING BY CUSTOM OR TRADE USAGE IN CONNECTION WITH THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, ACCURACY, INTEGRATION, OR NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, RRX DISCLAIMS ANY WARRANTIES, REPRESENTATIONS, OR LIABILITY FOR THE PERFORMANCE OF THE INTERNET, TELECOMMUNICATIONS, OR THIRD-PARTY NETWORKS, THIRD PARTY HARDWARE COMPONENTS, COMPATIBILITY WITH CUSTOMER'S COMPUTER SYSTEMS, NONEXISTENCE OF ANY MALICIOUS CODE, COMPUTER VIRUSES, OR MALWARE, UNAUTHORIZED ACCESS TO OR USE OF CUSTOMER'S INFORMATION BY A PARTY OTHER THAN RRX, OR THE SECURITY, EFFICIENCY, OR AVAILABILITY OF THE SERVICE. FURTHERMORE, RRX MAKES NO REPRESENTATIONS, WARRANTIES, GUARANTEES, OR ASSURANCES THAT THE RRX SOLUTION PURCHASED UNDER THIS AGREEMENT WILL ACCURATELY PREDICT, FORECAST, IDENTIFY, OR PREVENT ALL POTENTIAL EQUIPMENT PERFORMANCE ISSUES OR FAILURES IN CUSTOMER'S ENVIRONMENT. ALL PERFORMANCE REPORTS AND MACHINE HEALTH DATA READINGS ARE PROVIDED IN THEIR "AS-IS" CONDITION WITH ALL FAULTS AND DEFECTS. THE PARTIES ACKNOWLEDGE AND ACCEPT THAT EQUIPMENT PERFORMANCE ISSUES AND FAILURES WILL STILL OCCUR FROM TIME TO TIME IN CUSTOMER'S ENVIRONMENT. Notwithstanding the

foregoing, any applicable warranties, warranty remedies, and disclaimers for Hardware shall be as set forth in the Sales Terms to the extent Customer has purchased the Hardware from RRX.

10. Third-Party Components. RRX may from time to time make third-party products, software, or services available to Customer. For purposes of this Agreement, such third-party components are subject to their own terms and conditions, if any, as presented by the third-party provider. If Customer does not agree to abide by the applicable terms for any such third-party products, then Customer should not install or use the third-party products. RRX makes no representations, warranties, or assurances regarding third-party components and assumes no liability for third-party components.

11. Limitations.

11.1 Limitations on Claims. Notwithstanding anything to the contrary in this Agreement, RRX shall have no obligations or liabilities under this Agreement to the extent a claim, damage, or liability is caused by (a) a modification or alteration by Customer or any other modification or alteration by any person or entity other than RRX or its employees, agents, or subcontractors; (b) the combination of any components of the Solution with other software or goods by Customer, by RRX at the request or direction of Customer or by any person or entity other than RRX or its employees or agents; (c) the unique specifications requested by Customer; (d) any third-party software, hardware, goods, materials, or services provided by or through Customer or approved in writing by Customer; (e) use of the Solution by Customer or an Authorized User for any purpose other than its intended purpose or contrary to instructions set forth in any written documentation provided by RRX; (f) Customer's or its Authorized User's negligence or breach of this Agreement; or (g) site conditions, Customer processes, or Customer actions or inactions that could impact Hardware performance and reliability. Furthermore, RRX shall not be responsible for any personal injury or property damage arising at Customer locations, except to the extent caused directly by the gross negligence or willful misconduct of RRX.

11.2 Incomplete Information. RRX will have incomplete and sometimes inaccurate information, will miss some equipment failures, and will not be able to identify all potential equipment risks or performance and reliability issues in Customer's environment. Any advice, reports, or recommendations that RRX shares with Customer as part of the Solution are meant to provide incremental information that augments Customer's own maintenance due diligence work. As such, Customer accepts all such advice, reports, and recommendations from RRX as incomplete by definition such that RRX is providing them in "as-is" condition with all inherent faults, defects, and imperfections. Customer accepts that RRX will from time to time miss equipment issues and, as such, fail to send predictive maintenance alerts or prescriptive recommendations that could have avoided an equipment failure. In short, RRX will not be able to "catch everything" or alert Customer to all events occurring in its equipment environment. Customer is responsible for the decisions that it makes about its equipment environment, and RRX shall have no responsibility or liability for advice, reports, or recommendations that it offers or fails to offer in connection with this Agreement.

11.3 Limitations of Liability. THE TOTAL LIABILITY OF RRX, ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, CONTRACTORS, AND LICENSORS IN THE AGGREGATE FOR ALL MATTERS ARISING UNDER OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED IN AGGREGATE THE AMOUNTS PAID BY CUSTOMER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM UNDER THE ORDER FROM WHICH THE SPECIFIC CLAIM ARISES. IN NO EVENT WILL RRX, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS,

EMPLOYEES, AGENTS, SUPPLIERS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES OR DAMAGES RESULTING FROM LOSS OF USE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OF DATA, LOSS OF GOODWILL, LOST SAVINGS, OR LOSS OF GOODS OR PRODUCTS, EVEN IF RRX HAS BEEN ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS AND WAIVERS OF LIABILITY, NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF SUCH LIMITATIONS, REMEDIES, OR WAIVERS, WILL SURVIVE THE TERMINATION AND EXPIRATION OF THIS AGREEMENT. ALL CLAIMS AGAINST RRX ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL EXPIRE AND BE IRREVOCABLY WAIVED UNLESS MADE AND PRESENTED TO RRX IN WRITING BY CUSTOMER WITHIN ONE (1) YEAR FROM THE DATE WHEN THE FACTS GIVING RISE TO THE CLAIM FIRST AROSE.

11.4 Obligation to Secure Its Environment. Customer shall be solely responsible for securing the Hardware, other Customer equipment, and information technology environment at its locations. Customer shall implement appropriate technical and physical safeguards to prevent access to or alteration of the Hardware, other Customer equipment, and information technology environment by parties other than RRX, its employees, or contractors. RRX shall have no liability for damage, theft, or unauthorized access to Hardware, other Customer equipment, or Customer's information technology environment by third parties unless and only to the extent directly caused by the gross negligence or willful misconduct of RRX or its employees.

12. Term and Termination.

12.1 Term. The initial term of this Agreement shall be one (1) year from the Effective Date of this Agreement, unless otherwise provided in an applicable Order (the "Initial Term") with automatic one (1) year extensions (each a "Renewal Term") until either Party gives the other Party written notice ninety (90) days' prior to the end of the Initial Term or any subsequent Renewal Term that such Party wishes to terminate the Agreement upon completion of the Initial Term or any subsequent Renewal Term, as the case may be. The Initial Term as extended by any Renewal Terms shall be herein referred to as the "Term." Upon renewal of this Agreement, RRX may raise the Solution fees upon notice to Customer for each Renewal Term.

12.2 Termination for Convenience. RRX may terminate this Agreement for convenience upon ninety (90) days' prior written notice to Customer. In the event that RRX terminates the Agreement for convenience in accordance with this Section, RRX shall refund any fees prepaid by Customer for Services not rendered by RRX. Customer shall not have the right to cancel or terminate this Agreement (or any Order) early for convenience.

12.3 Termination for Cause. Either Party may terminate this Agreement immediately for cause by giving written notice to the other Party in the event the other Party (a) becomes insolvent or unable to meet its obligations as they become due or files or has filed against it a petition under applicable bankruptcy laws; (b) ceases to function as a going concern or to conduct its operations in the normal course of business; (c) breaches the terms of this Agreement and fails to cure such breach within thirty (30) days after written notice thereof. RRX may also terminate this Agreement immediately for cause upon written notice if Customer breaches the terms of any third party financing agreement entered into between Customer and a third party financing company. In the event that the RRX terminates the Agreement for cause in accordance with this Section, RRX may retain any fees prepaid by Customer.

12.4 Effect of Termination. Upon expiration or termination of this Agreement, the Solution shall terminate and Customer will no longer have access to and may no longer use the Solution. Notwithstanding the foregoing, Customer shall have read-only access to the Perceptiv Platform for thirty (30) days after the expiration or termination of this Agreement.

12.5 Survival. Sections 4.4 (Restrictions), 5 (Perceptiv Data), 6 (Intellectual Property), 7 (Payment), 8 (Confidentiality), 11 (Limitations), 12 (Term and Termination), 13 (Indemnification) and 14 (General) shall survive termination of this Agreement, together with any other provisions that by their nature are intended to survive.

13. Indemnification.

13.1 Indemnification by Customer. Customer will indemnify and hold harmless RRX, its affiliates, and their respective officers, directors, representatives, successors, assigns, employees, agents, suppliers, contractors, and licensees (collectively, the “RRX Indemnitees”), from and against any judgments, actions, claims, lawsuits, losses, fines, deficiencies, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees, expenses, and court costs), which may be suffered, made, or incurred by any of the RRX Indemnitees arising out of (a) a breach of Customer’s payment obligations under this Agreement; (b) a material breach by Customer of its representations, warranties, or covenants; (c) property damage, personal injury, or other safety incident occurring at any Customer location for any reason, except to the extent caused directly by the gross negligence or willful misconduct of RRX; (d) the negligence or misconduct of Customer, its employees, or agents; or (e) actions taken or decisions made by Customer in reliance upon advice, reports, or recommendations made or not made by RRX as to potential performance or reliability issues with Customer’s Hardware. In the event of a claim giving rise to an indemnification obligation hereunder, Customer, in its sole discretion, reserves the right, but not the obligation, to control the defense of any such action with counsel of its own choosing and RRX will fully cooperate with Customer in connection therewith.

13.2 Indemnification by RRX. Subject to the limitations set forth in Section 11, RRX will indemnify and hold harmless Customer, and its affiliates, officers, directors, representatives, successors, assigns, employees, agents, suppliers, and licensors (collectively, the “Customer Indemnitees”), from and against any judgments, actions, claims, lawsuits, losses, fines, deficiencies, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees, expenses, and court costs), which may be suffered, made, or incurred by any of the Customer Indemnitees arising out of a successful third-party claim that the Perceptiv Platform infringes such third party’s U.S. copyright or patent or misappropriates such third party’s trade secret. If Customer’s use of the Perceptiv Platform is enjoined or, in RRX’s opinion, is likely to be enjoined, then RRX, at its option, may (a) modify the Perceptiv Platform to make it non-infringing; (b) obtain rights for Customer to continue using the Perceptiv Platform; or (c) terminate this Agreement and refund Customer any prepaid fees for Services not rendered prior to the expiration date. In the event of a third-party claim giving rise to an indemnification obligation hereunder, RRX, in its sole discretion, reserves the right, but not the obligation, to control the defense of any such action with counsel of its own choosing and Customer will fully cooperate with RRX in connection therewith.

13.3 Indemnification Procedure. The indemnitor shall defend, compromise, or settle any matter that is subject to the indemnity specified herein (the “Indemnified Claim”). The indemnitee shall cooperate in the pursuance of said defense, compromise, or settlement, and the indemnitor shall reimburse the indemnitee for its direct costs in doing so. The indemnitor must secure the indemnitee’s prior written approval before settling an Indemnified Claim if such settlement involves

anything other than a payment of funds for which the indemnitee is entitled to full indemnification under this Agreement.

14. General.

14.1 Notice. Any notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered to have been given and received in all respects when hand delivered, sent by prepaid express or courier delivery service, or three (3) days after deposited in certified U.S. mail, postage prepaid, return receipt requested, addressed, in the case of Customer, to the address indicated above, and, in the case of RRX, as follows: 111 West Michigan Street, Milwaukee, WI 53203 Attn: Perceptiv Commercial Operations Department, or to such other address as may be designated by notice duly given.

14.2 Entire Agreement; Amendment. This Agreement and all exhibits hereto constitute the entire agreement between the Parties as to the subject matter hereof, and supersede any previous oral or written communications, representations, understandings, or agreements between them as to such subject matter. No provision of this Agreement may be waived, modified, or amended, in whole or in part, except by a written agreement executed by duly authorized representatives of RRX and Customer. This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective legal representatives, successors, and permitted assigns. No agreement or understanding, oral or written, purporting to modify this Agreement shall be binding on RRX unless it is made in writing, specifically stating that it is a modification of this Agreement, and signed by RRX's authorized representative. No course of dealing, usage of trade, or course of performance shall be relevant to explain or supplement this Agreement. If this Agreement is deemed an offer, Customer's acceptance of RRX's offer is expressly limited to this Agreement. Fulfillment of Customer's Order does not constitute acceptance of any of Customer's terms and conditions and does not modify or amend this Agreement. Customer's purchase order shall constitute Customer's assent to this Agreement. Any terms and conditions contained in Customer's Order or other form of communication from Customer that are additional to or different from this Agreement shall be deemed rejected by RRX unless expressly accepted in writing by RRX's authorized representative. Alternatively, if this Agreement is deemed to be a response to, an acceptance of, or a written confirmation of, Customer's offer, whether provided in the form of an Order or otherwise, RRX's acceptance is expressly conditioned upon Customer's assent to this Agreement. Customer's use of the Solution in whole or in part tendered to Customer shall constitute Customer's acceptance of the Solution, and Customer's said acceptance shall constitute express assent to all of the terms and conditions contained in this Agreement and any applicable Order. All proposals, negotiations, and representations, if any, made prior to or with reference hereto are hereby superseded by this Agreement.

14.3 Governing Law; Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. The rights and obligations of RRX and Customer shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods. RRX and Customer irrevocably submit to the exclusive jurisdiction of the state courts located in Milwaukee County, Wisconsin, and the U.S. District Court for the Eastern District of Wisconsin, and RRX and Customer waive any objection based on improper venue or forum *non conveniens* for the resolution of any dispute relating to this Agreement. If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, such provision will be enforced to the maximum extent permissible by law and the other provisions will remain in full force and effect.

14.4 Force Majeure. RRX is not responsible or liable for any delay in or failure of performance due to (a) any cause beyond RRX's reasonable control; (b) an act of God, act of Customer, third party, embargo or other government act, authority, regulation or request, fire, theft, accident, strike, slowdown or other labor disturbance, war, armed conflict, act or threat of terrorism, riot, epidemic, pandemic public health crisis, or delay in transportation; (c) pre-existing conditions within Customer's environment, (d) cyber security vulnerabilities or breaches perpetrated by third parties; or (e) inability to obtain necessary labor, materials, components, or facilities. RRX is not responsible for Customer's internet connection or service, and is not responsible for issues relating to availability, performance, privacy, or security resulting from the use of the internet or third-party networks to transmit data.

14.5 Assignment & Subcontracting. Customer shall not assign its rights or delegate its duties hereunder, or any interest therein, to any other person, whether by operation of law or otherwise, without RRX's prior written approval. RRX may, without the necessity of obtaining Customer's prior written consent, assign the Agreement or subcontract the performance of all or any portion of the Solution. Use of such contractors and subcontractors by RRX may include, without limitation, the sharing of Customer's information and data with contractors and subcontractors.

14.6 Independent Contractor. Each Party to this Agreement is an independent contractor and assumes full responsibility for the payment of all compensation, Social Security, unemployment, and other taxes and charges for all persons engaged by it in the performance of the work or services to be performed hereunder. Each Party is not and shall not represent itself as authorized to enter into any contract or other obligation on behalf of the other.

14.7 Prevailing Party; Injunctive Relief. Should RRX engage legal counsel for the purpose of enforcing the terms of this Agreement or any judgment based thereon in any court, including bankruptcy court, courts of appeal, or arbitration proceedings, RRX shall be entitled to receive its reasonable attorneys' fees and costs in addition to any other relief granted. Customer acknowledges that RRX shall be entitled to temporary and permanent injunctive relief without the necessity of having to post a bond or other security, specific performance, or other equitable relief in the event of a breach by Customer or any of its Authorized Users of Sections 4.4 (Restrictions), 6 (Intellectual Property), or 7 (Payment) of this Agreement. Such remedies shall be cumulative and nonexclusive and shall be in addition to any other remedy to which RRX may be entitled.

14.8 Compliance with Laws. Customer agrees and acknowledges that Customer is solely responsible for its own compliance, and that, during the Term, Customer is in compliance, with all local, state, and federal laws and regulations.

14.9 Export. Customer shall not export, directly or indirectly, any technical data acquired from RRX under this Agreement (or any products, including software, incorporating any such data) in breach of any applicable export control laws, including United States export laws, to any country for which the government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval. In particular, the Solution and its component parts may not be exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Solution, Customer represents and warrants that it is not located in any such country or on any such list.

14.10 Electronic Contracting. Customer agrees that this Agreement has the same legal force and effect as a written contract with Customer's written signature and satisfies any laws that

require a writing or signature, including any applicable statute of frauds. Customer further agrees that it shall not challenge the validity, enforceability or admissibility of this Agreement on the grounds that it was electronically transmitted or authorized. In addition, Customer acknowledges that it has had the opportunity to print the terms of this Agreement.

14.11 Insurance Requirements. Customer shall, at its sole cost and expense, keep in full force and effect, and provide evidence of, insurance coverage in such amounts and against such risks as is customary for companies engaged in the same or similar business and similarly located, but in no event less than: (a) Commercial General Liability insurance with limits of no less than \$2,000,000 per occurrence and aggregate naming RRX, its subsidiaries and affiliates as additional insureds; (b) Worker's Compensation, as required by applicable state and country laws, and Employers' Liability with limits of no less than \$500,000 per incident with an aggregate limit of no less than \$500,000 and statutory worker's compensation coverage for any employees within the United States; (c) Errors and Omissions insurance with limits of no less than \$2,000,000 per claim and in aggregate which includes coverage for third party claims arising out of the negligent act, error or omission of Customer (and its employees or agents); (d) Cyber Risk Insurance with limits of no less than \$2,000,000 per occurrence and aggregate; and (e) Umbrella / Excess Liability Insurance with limits of no less than \$5,000,000 per occurrence and in aggregate. Customer and its insurers shall waive any and all rights of subrogation against RRX. Should insurance policy limits be exhausted or should Customer or its agents or contractors fail to maintain the required insurance coverage, neither Customer nor any of its agents or contractors shall in any way be relieved from liability provided for herein to RRX should a loss occur. RRX reserves the right to refuse to accept policies from companies with a rating of less than A-VII by A.M. Best. Customer shall provide to RRX certificates of insurance evidencing the required coverages upon request. Customer shall also require its insurers to provide thirty (30) days' written notice to RRX prior to any policy cancellation or non-renewal and provide RRX with appropriate endorsements.

14.12 Miscellaneous. The titles and headings herein are for reference purposes only and will not in any manner limit the construction of this Agreement. This Agreement may be executed in counterparts with the same force and effect as if each of the signatories had executed the same instrument. This Agreement will not be interpreted or construed against a Party because that Party or a representative for that Party participated in the drafting of this Agreement. The failure of either Party to enforce this Agreement for breach or nonperformance shall not operate as a waiver of any rights to enforce the Agreement or invoke any other remedy for subsequent breach or nonperformance.