

## **Perceptiv Platform End User License Agreement**

Welcome to the online platform (“**Platform**”) for the Perceptiv Intelligent Reliability Solution (“**Solution**”) operated by or on behalf of Rexnord Industries, LLC (“**RRX**”). This End User License Agreement (“**EULA**”) is a binding agreement between you (“**you**,” “**your**,” or “**User**”) and RRX and contains terms and conditions governing your use of the Platform.

You hereby accept the terms of this EULA if you do any of the following: (1) access or use the Platform, in whole or in part, or (2) acknowledge this EULA by checking a box, clicking a button, or taking any similar affirmative action when logging onto or registering to use the Platform.

You acknowledge that you have read and understand this EULA, and you represent that you are of legal age (at least 18 years old) to validly enter into this EULA as a binding obligation. If you do not agree to the terms of this EULA or are not of legal age, you may not access or use the Platform.

THIS EULA CONTAINS IMPORTANT LEGAL PROVISIONS, INCLUDING WITHOUT LIMITATION, PROVISIONS RELATED TO DISCLAIMERS OF WARRANTY, LIMITATION OF LIABILITY, INDEMNITY, GOVERNING LAW, AND DISPUTE RESOLUTION, AMONG OTHERS. PLEASE SCROLL THROUGH AND READ THIS EULA FULLY BEFORE PROCEEDING WITH USE OF THE PLATFORM.

1. Enterprise Client. RRX has entered into an underlying Perceptiv Enterprise Agreement (“**Enterprise Agreement**”) with your corporate employer or corporate customer (“**Enterprise Client**”) for use of the Solution, including for use of the Platform, which is one component element of the overall Solution. Your access to and use of the Platform shall be on behalf of and for the benefit of the Enterprise Client solely and only to the extent that the Enterprise Client has approved of you as an authorized user under their Enterprise Agreement.

2. Access Rights. The Solution is comprised of Hardware, Services, the Platform, and Perceptiv Data as such terms are defined in the Enterprise Agreement. The rights granted to you under this EULA are limited to access of the Platform and Perceptiv Data solely for the internal business purposes of the Enterprise Client and are further subject to the restrictions and limitations set forth in this EULA and the underlying Enterprise Agreement. With this understanding, RRX grants to you the following rights during the Term of this EULA:

(a) a limited, non-exclusive, non-transferable, non-sublicensable, revocable, terminable right to access the user-facing elements of the Platform as made available from time to time by RRX for the Enterprise Client’s users; and

(b) a limited, non-exclusive, non-transferable, non-sublicensable, revocable, terminable right to access those elements of Perceptiv Data as made available from time to time by RRX for the Enterprise Client’s users.

The Enterprise Client is responsible for overseeing your access of the Platform and Perceptiv Data and for confirming that such access is in compliance with the provisions of this EULA and the Enterprise Agreement. If you have any questions regarding appropriate access of the Platform or Perceptiv Data, you are encouraged to direct your questions to the Enterprise Client.

3. Restrictions. Notwithstanding any provisions to the contrary in this EULA or the Enterprise Agreement, you may not and may not permit or encourage any others to: (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, 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 component elements of the Solution; (d) publish or make public any performance results from the Solution without RRX's prior written consent; (e) copy, duplicate, display, transfer, adapt, modify, or distribute in any form the component elements of the Solution except as specifically stated herein; (f) access the Solution or any components thereof for the purpose of or in connection with the development or offering of a competing product or service; (g) share or disclose the Solution, in whole or in part, with any competitors of RRX; (h) transmit or relay spam or other unauthorized or unsolicited communications, spoof or otherwise impersonate any person or entity, or falsely state or otherwise misrepresent your identity or affiliation in any way; (i) use the Solution for any fraudulent or illegal purpose or encourage conduct that would be considered fraudulent or illegal; (j) transmit material that contains viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines or engines that are intended to damage, destroy, disrupt, or otherwise limit, interfere with, or impair a computer's functionality or the operation of the Solution or surreptitiously intercept or expropriate any system, data, or information related to the Solution or any computer hardware, software, or other equipment that is owned, leased, or used by RRX; (k) attempt to interfere with or compromise the system integrity or security or decipher any transmissions to or from the servers running the Solution; (l) take any action that impose, or may impose (in RRX's determination) an unreasonable or disproportionately large volume or capacity load on the Solution's infrastructure; (m) impersonate another person or otherwise misrepresent your affiliation with a person or entity or identity, conduct fraud, hide, or attempt to hide your identity; (n) allow any other person to use your username or password for posting or viewing comments or sending or receiving materials; or (o) bypass the measures we may use to restrict access to the Solution.

4. Intellectual Property. Other than the limited access rights granted to you in Section 2 above, RRX and its licensors retain all right, title, and interest in and to the Solution and its component elements, including all copyrights, trademarks, and other intellectual, proprietary, moral, property, and other rights therein or relating thereto. Without limiting the foregoing, RRX and its licensors retain all right, title, and interest in and to (a) the Platform and Perceptiv Data (together with their reports, templates, designs, elements, features, fields, sequence, composition, look, and feel), and (b) 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 EULA are reserved by RRX. You may not use any trademark, trade name, logo, or corporate name of RRX or its affiliates or any abbreviation or simulation thereof without the prior written permission of RRX.

5. Your Data. RRX will collect certain information about you ("**Your Data**") in connection with your access of the Platform and Perceptiv Data as an authorized user, including certain employment-related data and personally identifiable information. You consent to collection and processing of Your Data and grant to RRX and its representatives the right to use Your Data in accordance with the terms of the RRX Privacy Notice as may exist from time to time (a current copy of which is available for viewing at this link <https://www.regalrexnord.com/home/privacy/>). All uses by RRX and its representatives of Your Data will be in compliance with the terms of the RRX Privacy Notice. RRX may retain copies of Your Data in accordance with RRX's record retention policies and as otherwise permitted under applicable law.

6. Feedback. If you send or transmit any communications, content, or materials to RRX by mail, email, telephone, verbally, through the 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 not required to, but may freely use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. You hereby assign and agree to assign to RRX 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. **Passwords.** You are responsible for the safekeeping, proper use, and management of all passwords or other access controls to the Platform. You shall securely store your password to the Platform and ensure your password is used only for the uses permitted under this EULA. If you learn of any loss or unauthorized use of your passwords, you shall promptly notify the Enterprise Client and RRX of the same and reasonably cooperate in the investigation of the incident and take reasonable steps to mitigate any adverse consequences and damages arising from such loss or unauthorized use.

8. **Authorized User.** By using the Platform, you represent and warrant that (a) you have been authorized by the Enterprise Client to access the Platform on their behalf as one of their authorized users; (b) you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a “terrorist supporting” country; and (c) you are not listed on any U.S. Government list of prohibited or restricted parties.

9. **Updates.** RRX may from time to time in its sole discretion develop Platform updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. You agree that RRX has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality unless otherwise agreed to in the EULA and any applicable transaction document. You further agree that RRX has no obligation whatsoever to furnish to you maintenance or support services for the Platform. All Updates will be deemed part of the Platform and be subject to all terms and conditions of this EULA and the Enterprise Agreement.

10. **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 RRX pursuant to this EULA or the Enterprise 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. RRX shall remain the exclusive and sole owner of its Confidential Information. You agree to retain all Confidential Information of RRX in strict confidence and exercise reasonable steps to safeguard the confidentiality of RRX Confidential Information. You shall either return to RRX or destroy all RRX Confidential Information upon termination or expiration of this EULA or upon RRX’s written request. Without limiting the foregoing, the component elements of the Solution, 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 for the Solution shall be deemed Confidential Information of RRX.

11. Third-Party Materials. RRX may from time to time make third-party products, software, websites, online materials, links or services available through the Platform (“Third-Party Materials”). Third-Party Materials may be subject to their own terms and conditions, if any, as presented by the third-party provider. If you do not agree to abide by the applicable terms for Third Party Materials, then you should not install, access, or use them. RRX makes no representations, warranties, or assurances and assumes no liability for Third-Party Materials.

12. Suspension of Access. Notwithstanding anything to the contrary in this Agreement, RRX may, with or without notice, suspend your access to the Platform and Perceptiv Data in whole or in part 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) your use of the Platform or Perceptiv Data disrupts or poses a security risk to RRX or to any other customer or vendor of RRX; (c) you are using the Platform or Perceptiv Data for fraudulent or illegal activities; (d) the Enterprise Client 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 Platform or relevant portions of the Solution is prohibited by applicable law; or (f) you breach this EULA or the Enterprise Client breaches the Enterprise Agreement (each of the preceding, a “**Suspension**”). RRX will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that you may incur as a result of a Suspension.

13. Term and Termination. The term of this EULA commences upon your acceptance of this EULA and will continue in effect until terminated (the “**Term**”). Either you or RRX may terminate this EULA at any time upon written notice, including if RRX ceases to support the Platform, which it may do in its sole discretion. In addition, RRX may terminate this EULA immediately and automatically upon written notice if you violate any of the terms and conditions of this EULA. Upon termination, all rights granted to you under this EULA will terminate, including your right to access the Platform and any Perceptiv Data. Upon termination, you must immediately cease all use of the Platform and delete all copies of Perceptiv Data within your control or possession. Termination will not limit any of RRX's rights or remedies at law or in equity. The provisions of this EULA related to intellectual property rights, confidentiality, limitation of liability, indemnity, warranty disclaimer, applicable law, and venue shall survive termination of this EULA, together with any other provisions that by their nature are intended to survive.

14. Disclaimer of Warranties. THE PLATFORM AND PERCEPTIV DATA ARE PROVIDED TO YOU “AS IS,” “AS AVAILABLE,” AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. RRX MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR ARISING BY CUSTOM OR TRADE USAGE IN CONNECTION WITH THIS EULA 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, THIRD-PARTY NETWORKS, THIRD-PARTY HARDWARE COMPONENTS, COMPATIBILITY WITH YOUR COMPUTER SYSTEMS, NONEXISTENCE OF ANY MALICIOUS CODE, COMPUTER VIRUSES, OR MALWARE, UNAUTHORIZED ACCESS TO, OR USE OF YOUR 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 SOLUTION WILL ACCURATELY PREDICT, FORECAST, IDENTIFY, OR PREVENT ALL POTENTIAL EQUIPMENT PERFORMANCE ISSUES OR FAILURES IN YOUR ENVIRONMENT. ALL PERFORMANCE

REPORTS AND PERCEPTIV DATA ARE PROVIDED IN THEIR "AS-IS" CONDITION WITH ALL FAULTS AND DEFECTS.

15. Waiver of Damages; Limitation of Liability. IN NO EVENT WILL RRX, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, CONTRATORS, OR LICENSORS (COLLECTIVELY, THE "RRX PARTIES") 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 ANY OF THE RRX PARTIES HAS BEEN ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, THE TOTAL LIABILITY OF THE RRX PARTIES IN THE AGGREGATE FOR ALL MATTERS ARISING UNDER OR RELATED TO THIS EULA OR YOUR USE OF THE PLATFORM OR PERCEPTIV DATA, REGARDLESS OF THE FORM OF ACTION, IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED IN AGGREGATE THE GREATER OF (a) THE FEES PAID BY YOU, IF ANY, AS THE INDIVIDUAL AUTHORIZED USER TO RRX DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM UNDER THE ORDER FROM WHICH THE SPECIFIC CLAIM ARISES, OR (b) ONE HUNDRED DOLLARS (\$100.00). 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 EULA. ALL CLAIMS AGAINST ANY OF THE RRX PARTIES ARISING OUT OF OR RELATED TO THIS EULA OR YOUR USE OF THE PLATFORM OR PERCEPTIV DATA SHALL EXPIRE AND BE IRREVOCABLY WAIVED UNLESS MADE AND PRESENTED TO RRX IN WRITING BY YOU WITHIN ONE (1) YEAR FROM THE DATE WHEN THE FACTS GIVING RISE TO THE CLAIM FIRST AROSE.

16. Indemnification. You agree to indemnify and hold harmless the RRX Parties 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 Parties arising out of your (a) use or misuse of the Platform or the Perceptiv Data, or (b) violation of the terms of this EULA.

17. Export Regulation. You shall not export, directly or indirectly, any technical data acquired from RRX under this EULA (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, neither the Platform nor the Perceptiv Data may be exported (a) into any United States-embargoed countries, or (b) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Department of Commerce Denied Person's List or Entity List.

18. Governing Law. This EULA shall be governed by and construed in accordance with the laws of the State of Wisconsin. The rights and obligations of you and RRX shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods. You and RRX 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 waive any objection based on improper venue or forum *non conveniens* for the resolution of any dispute relating to this EULA.

19. Severability. If any provision of this EULA 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. to achieve as closely as possible the effect of the original term ; provided, however, that if any fundamental term or provision of this EULA is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of this EULA shall be unenforceable.

20. Entire Agreement. This EULA constitutes the entire agreement between you and RRX with respect to the Platform and Perceptiv Data and supersedes all prior or contemporaneous understandings and agreements, whether written or oral.

21. Third-Party Beneficiaries. You acknowledge and agree that RRX's affiliates and any applicable third-party licensors are third-party beneficiaries of this EULA.

22. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder.

23. Electronic Contracting & Notices. You agree that this EULA has the same legal force and effect as a written contract with your written signature and satisfies any laws that require a writing or signature, including any applicable Statute of Frauds. You further agree that you shall not challenge the validity, enforceability, or admissibility of this EULA on the grounds that it was electronically transmitted or authorized. In addition, you acknowledge that you had the opportunity to print the terms of this EULA and agree to accept any written notices from RRX in electronic form.

24. 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 User or Enterprise Client, 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 or public health crisis, or delay in transportation; (c) pre-existing conditions within User's environment; (d) cybersecurity vulnerabilities or breaches perpetrated by third parties; or (e) inability to obtain necessary labor, materials, components, or facilities. RRX is not responsible for User'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.

25. Assignment & Subcontracting. You may not assign your rights or delegate your 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 your prior written consent, assign this EULA 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 Your Data with contractors and subcontractors.

26. Compliance with Laws. You and RRX agree to comply with all local, state, and federal laws and regulations.

27. Contact Us. If you have any questions regarding this EULA, please contact us at:

Via Email: [Perceptiv\\_Sales@RegalRexnord.com](mailto:Perceptiv_Sales@RegalRexnord.com)

Via Phone: 1-800-626-2093 ext 7