

## Sensor 360<sup>®</sup> Application End User License Agreement

This Application End User License Agreement (“**Agreement**”) is a binding agreement among you (“**End User**” or “**you**”), the purchaser of the Sensor 360<sup>®</sup> Application (“**Customer**”), and American Air Filter Company, Inc. d/b/a AAF International (“**Company**”). This Agreement governs your use of the Sensor 360<sup>®</sup> Application, (including all related documentation, the “**Application**”). The Application is licensed, not sold, to you. If you are not Customer, the purchaser of the Sensor 360<sup>®</sup> Application, you are an employee or contractor of Customer and have authorization from Customer to access the Application on behalf of Customer. Customer is responsible for those who access or use the Application through it.

BY CLICKING THE “AGREE” BUTTON OR DOWNLOADING, INSTALLING, AND USING THE APPLICATION, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU HAVE THE AUTHORITY TO ACCESS AND USE THE APPLICATION FROM CUSTOMER; (C) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER; AND (D) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL, OR USE THE APPLICATION.

1. License Grant. Subject to the terms of this Agreement, Company grants you a limited, non-exclusive, and nontransferable license to allow authorized users, only for the internal business operations of Customer, to:

(a) download, install, and use the Application on behalf of Customer and not for any other person or purpose on a device owned or otherwise controlled by you (“**Device**”) strictly in accordance with the Application’s documentation; and

(b) access, stream, download, and use the Content and Services (as defined in Section 5) made available in or otherwise accessible through the Application, strictly in accordance with this Agreement and the Terms of Use applicable to such Content and Services as set forth in Section 5.

An authorized user means a person who is authorized by Customer to use and access the Application under the license purchased by Customer. Customer shall authorize access to and assign unique passwords and user names to authorized users. Customer and End User are responsible for the confidentiality and use of End User’s passwords and user names.

2. License Restrictions. Neither Customer nor End-User shall:

(a) copy the Application, except as expressly permitted by this Agreement;

(b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application;

(c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;

(d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy thereof;

(e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed other than as allowed herein;

(f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application;

(g) introduce into or transmit through the Application any virus, worm, trap door, back door or other

harmful or malicious code, files, scripts, agents, or programs; or

(h) transmit or store infringing or illegal material in the Application.

3. Reservation of Rights. You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Company and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to, and own exclusively, the Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement. All data collected and transmitted in connection with the Application shall be owned by Company. Customer shall have the right to receive and maintain a copy of such data. Such data together with the Application is the confidential information of Company. In addition, Company shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to use or incorporate into the Application and its other product and service offerings any suggestions, enhancement requests, recommendations, or other feedback provided by Customer or End User relating to the operation of the Application and associated services and products of Company. Service marks and trademarks, logos, and product and service names are marks of Company (the “**Company Marks**”). Customer and End User agree not to display or use the Company Marks in any manner without Company’s express prior written permission.

4. Collection and Use of Your Information. You acknowledge that when you download, install, or use the Application, Company may use automatic means (including, for example, cookies and web beacons) to collect information about your Device, including geo-location information, and about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Application or certain of its features or functionality, and the Application may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with this Application is subject to our Privacy Policy which may be amended from time to time, and which may be found at <http://www.aafintl.com/en/commercial/about-us/general-information>. By downloading, installing, using, and providing information to or through this Application, you consent to all actions taken by us with respect to your information in compliance with our Privacy Policy.

5. Content and Services. The Application may provide you with access to Company’s website located at [www.aafintl.com](http://www.aafintl.com) (the “**Website**”) and products and services accessible thereon, and certain features, functionality, and content accessible on or through the Application may be hosted on the Website (collectively, “**Content and Services**”). Your access to and use of such Content and Services are governed by the Terms of Use located on the Website at <http://www.aafintl.com/en/about-us/terms-and-conditions> and the Privacy Policy located on the Website at <http://www.aafintl.com/en/about-us/privacy>, which are incorporated herein by this reference. The Terms of Use and the Privacy Policy may be amended from time to time. You should review them periodically to see any updates or changes. Your access to and use of such Content and Services may require you to acknowledge your acceptance of such Terms of Use and Privacy Policy and/or to register with the Website, and your failure to do so may restrict you from accessing or using certain of the Application’s features and functionality. Any violation of such Terms of Use will also be deemed a violation of this Agreement.

6. Non-Interference. Customer agrees not to interfere, or allow its authorized users, employees, representatives, or agents to interfere, and End-User agrees not to interfere, with the operation of the Application, including but not limited to defeating identification procedures, obtaining access beyond that for which Customer or End-User is authorized, or impairing the availability, reliability, or quality of service for other users. Customer and End-User each agrees to adhere to policies as may be published from time to time by Company, including restrictions on services available, restrictions on features, and all other policies designed to protect and enhance the quality and reliability of the Application. Customer and End-User each agrees to abide by any and all future policy decisions by Company.

7. Customer’s Duty to Back-Up Data. Customer’s use of the Application is at Customer’s sole risk. Customer agrees to take full responsibility for files and data transferred and to maintain all appropriate backups of files and data.

8. Geographic Restrictions. The Content and Services are provided for access and use only by persons located in the United States. You acknowledge that you may not be able to access all or some of the Content and Services outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the Content and Services from outside the United States, you are responsible for compliance with local laws.

9. Updates. Company may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Device settings, when your Device is connected to the internet either:

- (a) the Application will automatically download and install all available Updates; or
- (b) you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

10. Third-Party Services or Materials. Company may use third party providers from time to time whose services, such as payment services, may inter-operate with the Application. Customer and End-User acknowledge and understand that the use of such third party services will be subject to separate terms and conditions and Company does not warrant such third party services. The Application may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising (“**Third-Party Materials**”). You acknowledge and agree that Company is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties’ terms and conditions.

11. Term and Termination.

- (a) The term of Agreement commences when you download the Application and will continue in effect until terminated by you or Company as set forth in this Section.
- (b) You may terminate this Agreement by deleting the Application and all copies thereof from your Device.
- (c) Company may terminate this Agreement at any time without notice, including, but not limited to, if it ceases to support the Application, which Company may do in its sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.
- (d) Upon termination:
  - (i) all rights granted to you under this Agreement will also terminate; and
  - (ii) you must cease all use of the Application and delete all copies of the Application from your Device and account.
- (e) Termination will not limit any of Company’s rights or remedies at law or in equity.

12. Disclaimer of Warranties. THE APPLICATION IS PROVIDED TO CUSTOMER AND END-USER “AS IS” AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF

OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE VIRUS FREE, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

13. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO CUSTOMER'S OR YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES FOR:

(a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES; OR

(b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

14. Indemnification. Customer and End-User each agree to indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to Customer or your use or misuse of the Application or your breach of this Agreement, including but not limited to the content you submit or make available through this Application.

15. Export Regulation. The Application may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Application available outside the US.

16. US Government Rights. The Application is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Application as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

17. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

18. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Application shall be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Kentucky in each case located in Louisville and Jefferson County. Each of Customer and you waive any and all objections to the exercise of jurisdiction by such courts and to venue in such courts.

19. Binding Arbitration. In the event the parties cannot resolve in good faith any controversy or claim arising out of or relating to the interpretation of the terms, conditions, or provisions of this Agreement (a "Dispute") promptly through discussions between themselves at the operational level or through the intervention of their respective senior executives, a party shall have the right to refer the Dispute to binding arbitration before a single arbitrator located in Louisville, Kentucky in accordance with the commercial rules and practices of the American Arbitration Association then in effect. The arbitrator shall have the power to order specific performance of any term or provision of this Agreement if requested by a party. Any award, order, or judgment pursuant to such arbitration shall be deemed final and binding and may be enforced in any court of competent jurisdiction. The parties agree that the arbitrator shall have no power or authority to make an award or issue orders of any kind except as expressly permitted by this Agreement, and in no event shall the arbitrator have the authority to make any award that provides for punitive or exemplary damages. All such arbitration proceedings shall be conducted on a confidential basis. The arbitrator may, as part of the arbitration award, permit the substantially prevailing party to recover all or part of its attorney's fees and other out-of-pocket costs incurred in connection with such arbitration. Notwithstanding the above, either party may apply to a court of competent jurisdiction for temporary injunction, restraining order, or other emergency relief to remain in effect as directed by the court, but not to extend beyond the entry of relief under the above arbitration provision.

20. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM CUSTOMER OR YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

21. Entire Agreement. This Agreement, the Sensor 360<sup>®</sup> Services Program Agreement, and our Privacy Policy constitute the entire agreement between Customer and/or End-User and Company with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

22. Waiver. No failure to exercise, and no delay in exercising, on the part of a 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. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.