

TERMS AND CONDITIONS FOR REMOTE SERVICES

1. SCOPE, APPLICABILITY AND INCORPORATION

These Terms and Conditions shall apply to any collection by the Supplier of Equipment Usage Data and User Data and to any Remote Services that the Supplier provides to the Customer and such data collection and Remote Services shall be conditioned upon, and subject to these Terms and Conditions which shall form an integral part of any agreement, understanding or arrangement therefor. The Customer's acceptance and the Supplier's provision of the Remote Services is expressly made subject to these Terms and Conditions. Except for any other terms and conditions of the Supplier and/or the Customer (that are expressly agreed upon in writing by the Supplier), none of the terms and conditions contained herein may be added to, modified, superseded or otherwise altered except as revised in writing by the Supplier and all orders for the Remote Services received by the Supplier shall be governed only by the terms and conditions contained herein, notwithstanding any terms and conditions which may be found in any purchase order, release order, or any other form issued by the Customer. The Supplier hereby objects to any terms and conditions which may be found in any purchase order, release order, or any other form issued by the Customer and notifies the Customer that they are rejected.

2. DEFINITIONS

"Agreement" shall mean the Supplier's offer for the Remote Services or other document issued by the Supplier for the Remote Services, or an annex or other document attached to and/or incorporated into an Equipment or service offer that describes the Remote Services to be provided to the Customer (and into which these Terms and Conditions are thereby and hereby incorporated) that the Customer has accepted by (i) its signature, (ii) the Supplier's receipt of a verbal or written purchase order or other similar order for the Remote Services or Equipment for which Remote Services may be provided, and/or (iii) the Customer's receipt and/or use of the Remote Services.

"CMU" shall mean a condition monitoring unit (including but not limited to crane monitoring system device or crane management system device) or other similar type of monitoring device provided by the Supplier.

"Customer" shall mean the party for whom the Remote Services will be provided by the Supplier and/or any user of Equipment that purchases or otherwise obtains title, possession or control of Equipment from the Customer or a party other than the Supplier.

"Customer Portal" shall mean an internet based portal to which the Supplier may from time to time give access to the Customer and members of the Konecranes Group (and their employees) in order to access Equipment Usage Data, User Data and Reports.

"Data Connection" shall mean any data connection (including but not limited to machine to machine connection) to be used for transferring Equipment Usage Data and User Data between the Supplier and the Customer.

"Data Protection Laws" shall mean the laws and regulations applicable to the collection, transfer and processing of Equipment Usage Data and User Data.

"Equipment" shall mean the Customer's equipment for which Remote Services are provided and the Customer's equipment for which there exists an activated Data Connection whether or not the Remote Services are being provided by the Supplier to the Customer.

"Equipment Usage Data" shall mean any data relating to the Equipment and/or its usage remotely collected and/or processed by the Supplier. Equipment Usage Data shall not include User Data.

"Intellectual Property Rights" shall mean the statutory and common law intellectual property rights as well as the right, title and interest to any such rights (including ownership rights, copyright and other proprietary, intellectual and industrial property rights) belonging to a Party or to which a Party has the authority to license or sublicense.

"Konecranes Group" shall mean any parent, subsidiary or affiliate of the Supplier.

"Parties" or **"Party"** shall mean collectively, the Supplier and the Customer, and, individually, the Supplier or the Customer.

"Remote Services" shall mean any services that the Supplier provides to the Customer by using a remote Data Connection (including but not limited to the Supplier's TRUCONNECT[™] services).

"Report" shall mean reporting in any medium (whether in writing, in electronic form or by way of system integration) and information included therein prepared by the Supplier in connection with the Remote Services.

"Supplier" shall mean the member of the Konecranes Group that may be identified in the Agreement that provides the Remote Services and/or collects Equipment Usage Data and/or User Data through a Data Connection.

"Terms and Conditions" shall mean these Terms and Conditions for Remote Services.

"Third Party Products/Services" shall mean any products or services manufactured, sold or provided by third parties that are utilized, provided and/or incorporated by the Supplier in the Remote Services and Equipment.

"User Data" shall mean any information relating to an identified or identifiable natural person (including but not limited to operators and other individuals using Equipment) collected in connection with the Remote Services and/or collection of Equipment Usage Data.

"User Data Processor" shall mean the Supplier and/or any another party to which such processing of User Data may from time to time be subcontracted or delegated by the Supplier as set forth in Section 8 below.

3. REMOTE SERVICES; TERM; PRICING; CONSENT

The Supplier shall deliver to the Customer the Remote Services in accordance with the Agreement and for the term specified therein and herein. Upon the expiration of any initial term or renewal term, the provision of Remote Services under these Terms and Conditions shall automatically renew for successive one (1) year periods unless and until either Party provides written notice to the other Party of its termination of the Remote Services. The Customer must provide such written notice at least thirty (30) days prior to the expiration of the then current term. The Supplier reserves the right to change the pricing for the Remote Services from time to time by providing notice to the Customer. Any change in pricing for the Remote Services shall automatically apply to the Remote Services provided to the Customer throughout the term immediately following the term during which such pricing change is announced. To the extent the Supplier provides the Remote Services to the Customer free of charge on a promotional basis for a specified term, the pricing applicable to the Remote Services at the time of expiration of such promotional term shall be charged by the Supplier for the Remote Services for the term immediately following the promotional term and each term thereafter until the Supplier provides notice of any change in pricing for the Remote Services.

By accepting the provision of the Remote Services, registering or having registered Equipment in the Customer Portal and/or receiving Equipment, the Customer acknowledges and agrees that the Supplier may activate the Data Connection immediately upon or at any time following installation of Equipment and collect Equipment Usage Data and, in some cases, collect

User Data immediately upon or at any time following installation of Equipment. The Customer, on behalf of itself and any individual identified or identifiable in any User Data, hereby consents to the collection, storage and use by the Supplier of such information in accordance with these Terms and Conditions and agrees that the Supplier's collection of such information may continue until such time that the Customer terminates the Remote Services or otherwise directs the Supplier to deactivate any Data Connection.

The Customer is entitled at any time to prohibit the collection of Equipment Usage Data and/or User Data by directing the Supplier to deactivate the Data Connection and cancelling the Remote Services with thirty (30) days prior written notice to the Supplier. Notwithstanding the foregoing right of the Customer to cancel the Remote Services, the Customer has the obligation to pay the Supplier any and all agreed fees, if any, for the Remote Services in accordance with the Agreement regardless of such cancellation and the Customer shall not be entitled to any refund of fees in the event the Customer cancels the Remote Services prior to the end of any term.

At any time that the Remote Services are being provided to the Customer free of charge, the Supplier is entitled at its sole discretion, without any notice or liability and at any time to suspend and/or cancel Remote Services. At any time that the Remote Services are being provided to the Customer for a fee, the Supplier is entitled at its sole discretion to suspend and/or to cancel Remote Services at any time and the Supplier's sole liability therefor shall be limited exclusively to a pro rata refund of any fees for the Remote Services for the then current term paid in advance by the Customer.

4. REPORTING

The Customer acknowledges and agrees that the Reports provided or made available by the Supplier may not include or reflect all the Equipment Usage Data and User Data collected by the Supplier through any Data Connection. The Supplier shall not be responsible or liable for any failure to deliver the Remote Services or any Report or for any liability arising from the Customer's failure of equipment, technology, or electronic distribution channels, the Customer's modifications to Equipment, the CMU or the Data Connection and the Customer's environment in which Equipment operates that may affect the accuracy and reliability of the data provided through the Data Connection, power outages, tampering with the CMU or any equipment related to the Data Connection, any problems arising from incompatibility between the Customer's hardware and software and the Data Connection or any other act, omission or occurrence beyond the Supplier's reasonable control.

The Customer further accepts and agrees that the Supplier shall not actively monitor or inspect any Equipment, Equipment Usage Data, User Data, or Report including Equipment Usage Data or User Data or other information that is generated by using the CMU, Data Connection and/or otherwise. Regardless of the nature of information collected by the Supplier, the Customer acknowledges and agrees that the Supplier shall have no obligation to alert or notify the Customer of any information collected by the Supplier except as specifically set forth in the Agreement and unless and until the Customer has agreed to purchase or receive the Remote Services, the Supplier shall be under no obligation to provide any Equipment Usage Data to the Customer. The decision concerning whether or not to take any actions based on any Report is the exclusive responsibility of the Customer.

5. DATA CONNECTION

Except as otherwise agreed under Section 8 below, the Supplier shall use its reasonable efforts, at all times subject to availability, to arrange and maintain the Data Connection as required to provide the Remote Services as set forth in the Agreement. The Customer shall be responsible for any and all costs related to the development of any Customer systems necessary to support and enable the Data Connection and the transfer of

data through the Data Connection, including but not limited to the costs to Customer of receiving emails, texts, or SMS messages to the extent the Remote Services include alerting services. The Supplier has not and will not perform any inspection of the Customer's premises to determine the suitability of the premises for the provision of the Remote Services, including but not limited to whether a cellular signal is capable of being transmitted from Equipment on the premises to a location outside the premises.

PROVISION OF THE REMOTE SERVICES BY THE SUPPLIER SHALL NOT REQUIRE ANY ACCESS TO THE CUSTOMER'S INFORMATION TECHNOLOGY ENVIRONMENT AND COMPUTER SYSTEMS AND, THEREFORE, THE SUPPLIER SHALL NOT BE LIABLE FOR, AND THE CUSTOMER HEREBY RELEASES THE SUPPLIER FROM, ANY CLAIM OF UNAUTHORIZED ACCESS TO THE CUSTOMER'S INFORMATION TECHNOLOGY ENVIRONMENT, OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF THE CUSTOMER'S OR ANY THIRD PARTY'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, INTENTIONAL MISCONDUCT, OR ANY OTHER METHOD, OR FOR VIOLATION OF THE CUSTOMER'S NETWORK SECURITY POLICIES AND SECURITY VIOLATION RESPONSE PROCEDURES, NETWORK SECURITY OR SECURITY INCIDENTS, DESIGN OR COMPREHENSIVENESS OF ANY SECURITY PROGRAM OR ANY SECURITY SERVICES INCLUDING THOSE PROVIDED BY OTHER PROVIDERS OR PROFESSIONALS CHOSEN BY THE CUSTOMER.

6. WARRANTY

The Supplier warrants that the Remote Services shall be carried out in a good, workmanlike manner. **Notwithstanding the foregoing, the Supplier is not providing any warranty herein, express or implied, with respect to the condition, performance and/or safety of Equipment and hereby expressly disclaims any warranty, express or implied, with respect to the condition, performance and/or safety of Equipment.**

The Supplier may, in connection with the Remote Services, utilize, provide and/or incorporate Third Party Products/Services. Third Party Products/Services are not warranted by the Supplier and the Supplier assumes no liability or risk therefor. Third Party Products/Services may be warranted separately by their respective manufacturers/providers and the Supplier shall, to the extent possible, assign to the Customer whatever rights to the Customer that the Supplier may obtain under any such warranties.

Any Equipment Usage Data, User Data, Report and/or other data provided by the Supplier to the Customer as a result of a Data Connection shall be created by the Supplier and provided to the Customer on "as is" and "as available" basis and without warranties of any kind, express or implied, made in relation to the correctness, accuracy or reliability of such Equipment Usage Data, User Data, Report and/or other data. All Reports prepared by the Supplier rely exclusively on the accuracy of the information collected from Equipment. The Reports may contain projections regarding theoretical future Equipment life and behavior that are based on the current Equipment Usage Data transmitted to the Supplier through the Data Connection. The Customer acknowledges and agrees that such projections are based on theoretical calculations and such projections and the actual life and behavior of Equipment can and will change over time as a result of numerous factors including but not limited to Equipment usage, misuse of Equipment, maintenance and environmental conditions. The Customer acknowledges and agrees that the Remote Services are not intended and shall not replace any physical inspections or maintenance of Equipment required by applicable law or recommended by the Supplier or the original equipment manufacturer regarding use and maintenance recommendations for Equipment or as a result of physical inspection.

THIS SECTION 6 (WARRANTY) REPRESENTS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY THE SUPPLIER TO THE CUSTOMER WITH RESPECT TO THE REMOTE SERVICES, INFORMATION COLLECTION, STORAGE AND USE IN CONNECTION WITH THE REMOTE SERVICES AND THE DATA CONNECTION AND IS IN LIEU OF AND EXCLUDES ALL OTHER

WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

THE CUSTOMER HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS OR LIMITATIONS DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE THE THESE TERMS AND CONDITIONS OR THE AGREEMENT TO FAIL OF THEIR OR ITS ESSENTIAL PURPOSE. THE CUSTOMER SHALL BE ENTITLED TO NO OTHER REMEDY ARISING FROM THE SUPPLIER'S PROVISION OF THE REMOTE SERVICES, INFORMATION COLLECTION, STORAGE AND USE IN CONNECTION WITH THE REMOTE SERVICES AND THE DATA CONNECTION REGARDLESS OF THE FORM OF CLAIM OR CAUSE OF ACTION, WHETHER BASED IN AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. THESE TERMS AND CONDITIONS AND THE PRICES SET OUT IN THE AGREEMENT SPECIFICALLY RECOGNIZE THE ALLOCATION OF THE RISKS OF PERFORMANCE OF THE PARTIES AS WELL AS THE LIMITATION OF LIABILITY AND DAMAGES, AND THE PARTIES EXPRESSLY AGREE THAT THESE LIMITATIONS ON PERFORMANCE, RISKS, REMEDIES AND OBLIGATIONS TO INDEMNIFY ARE ESSENTIAL PARTS OF THE AGREEMENT BETWEEN THEM AND ARE SPECIFICALLY BARGAINED FOR.

7. INTELLECTUAL PROPERTY RIGHTS; CONFIDENTIALITY

Nothing contained in the Agreement, these Terms and Conditions or any other agreement or understanding between the Parties shall be construed as transferring from one Party to the other any Intellectual Property Rights. The Intellectual Property Rights of the Supplier with respect to the Remote Services shall remain the exclusive property of the Supplier, or if supplied by a third-party, expressly reserved to the lawful owners thereof. The Customer hereby grants to the Konecranes Group a worldwide, irrevocable, royalty-free, non-exclusive license to collect, store and use (subject to the Supplier's confidentiality requirements set forth below) any data collected by the Supplier through a Data Connection for any purposes of the Konecranes Group, including but not limited to research and development.

Without limitation, the Customer shall not, at any time disclose to any other person or entity any information relating to the business of the Supplier, including without limitation, plans and specifications and any other inventions, devices, formulas, processes, programs, software, listings, print-outs, documentation, notes, charts, manuals, programming aids, source codes, object codes, compilations, technology, know-how, price lists, costs, policies, techniques, trade practices, the Supplier methods, methods of operation or other data that the Supplier considers confidential, and trade secrets of every kind relating to the Supplier's business, whether or not patentable or copyrightable. Such information shall remain the exclusive property of the Supplier and shall be returned to the Supplier upon request at any time.

Except as otherwise stated herein, the Supplier shall keep confidential and not disclose Equipment Usage Data or User Data to any third parties outside the Konecranes Group in such manner that would disclose the identity of the Customer or any individual identifiable by the Equipment Usage Data or User Data. Notwithstanding the foregoing, the Supplier may, to the extent allowable under applicable law, at all times during and following the term of the Agreement, provision of the Remote Services and deactivation of the Data Connection, use the Equipment Usage Data and User Data within the Konecranes Group without restriction. In addition, the Supplier may furnish that portion of the Equipment Usage Data and/or User Data that the Supplier is legally compelled (by deposition, interrogatory, requests for documents, subpoena, civil investigative demand or similar process) to disclose or in connection with a dispute involving the Supplier and the Customer. The Supplier shall be under no obligation to maintain, store, destroy or return to the Customer any Equipment Usage Data or User Data following the term of the Agreement and/or provision of the Remote Services or deactivation of the Data Connection nor shall the Supplier be under any requirement at any time to store any Equipment Usage Data or User Data for any length of time except as may be specifically set forth in

the Agreement (but in no event longer than a period of one (1) year from the date of collection); provided, however, notwithstanding the foregoing, the Customer may, within sixty (60) days following the date of termination of the Agreement and/or provision of the Remote Services or deactivation of the Data Connection request from the Supplier copies of the Equipment Usage Data and/or User Data and the Supplier shall provide the same at the Customer's cost and expense.

8. PROCESSING OF USER DATA

In case the Remote Services provided by the Supplier to the Customer includes Remote Services relating to User Data, the Customer nominates and appoints the Supplier its User Data Processor with regard to User Data. The Supplier, in its capacity as User Data Processor, will collect and process the User Data and has the right in its sole discretion but not the obligation to subcontract and/or delegate any obligations as the User Data Processor to any third party.

The Parties covenant and agree that they will duly observe their respective obligations under the Data Protection Laws. **NOTWITHSTANDING THE FOREGOING, THE CUSTOMER REMAINS SOLELY RESPONSIBLE AND LIABLE AND THE SUPPLIER ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR: (i) DETERMINING THE PURPOSES AND USE BY THE CUSTOMER OF THE USER DATA; (ii) ASSESSING THAT ANY SECURITY MEASURES THAT MAY BE SPECIFIED IN THE AGREEMENT OR OTHERWISE BY THE CUSTOMER, IF ANY, CONSTITUTE APPROPRIATE TECHNICAL AND ORGANIZATIONAL MEASURES TO PROTECT THE USER DATA AS REQUIRED BY DATA PROTECTION LAWS; (iii) INSTRUCTING THE SUPPLIER ON THE COLLECTION, PROCESSING AND TRANSFER OF THE USER DATA; AND (iv) NOTIFYING ITS EMPLOYEES AND OTHER USERS OF EQUIPMENT THAT SUCH EQUIPMENT IS EQUIPPED WITH A CMU AND DATA CONNECTION AND IS CAPABLE OF COLLECTING AND/OR IS COLLECTING USER DATA.**

If the Customer is required to provide information to a third party and/or to any public authority regarding User Data, the Supplier will reasonably cooperate with the Customer in providing such information. The Customer will reimburse the Supplier for its assistance.

9. LIMITATION OF THE SUPPLIER'S LIABILITY

THE SUPPLIER SHALL HAVE NO LIABILITY TO THE CUSTOMER AND/OR ANY THIRD PARTY WITH RESPECT TO THE REMOTE SERVICES, INFORMATION COLLECTION, STORAGE AND USE IN CONNECTION WITH THE REMOTE SERVICES AND/OR THE DATA CONNECTION FOR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REVENUE AND LOSS OF PRODUCTION) OR FOR SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES OF ANY KIND WHETHER ARISING IN CONTRACT, TORT, PRODUCT LIABILITY OR OTHERWISE, EVEN IF THE SUPPLIER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE SUPPLIER BE LIABLE TO THE CUSTOMER AND/OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER IN EXCESS OF THE TOTAL PRICE PAID BY THE CUSTOMER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING AN EVENT THAT GIVES RISE TO A CLAIM FOR DIRECT DAMAGES FOR THE REMOTE SERVICES FOR THE EQUIPMENT INVOLVED IN SUCH EVENT.

10. INDEMNIFICATION

THE SUPPLIER SHALL NOT BE LIABLE FOR AND THE CUSTOMER SHALL RELEASE, INDEMNIFY AND HOLD HARMLESS THE SUPPLIER, EACH MEMBER OF THE KONECRANES GROUP AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES FROM ANY CLAIMS, DEMANDS, DAMAGES (REGARDLESS OF THEIR TYPE INCLUDING, BUT NOT LIMITED TO DIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL), ACCOUNTS, GRIEVANCES, LOSSES AND EXPENSES, ANY AND

ALL LIABILITY, OF AND FROM ANY AND ALL MANNER OF ACTIONS, CAUSE(S) OF ACTIONS, ALL SUITS IN LAW, IN EQUITY, OR UNDER STATUTE, OF WHATEVER KIND OR NATURE, ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF ACTS OR OMISSIONS OF THE CUSTOMER, ITS AGENTS OR EMPLOYEES, WHETHER KNOWN OR UNKNOWN, PRESENT OR FUTURE AND RELATING IN ANY WAY TO (i) THE REMOTE SERVICES, INFORMATION COLLECTION, STORAGE AND USE AND/OR DATA CONNECTION, INCLUDING, BUT NOT LIMITED TO CUSTOMER'S USE, INSTALLATION, INCORPORATION OR SELECTION THEREOF, (ii) FAILURE OF THE CUSTOMER TO REPAIR OR REPLACE ANY DEFECTIVE EQUIPMENT OR COMPONENT, OR (iii) ANY NOTICE, ACTION, CLAIM, DEMAND OR ALLEGATION THAT ANY PROCESSING OF THE EQUIPMENT USAGE DATA AND/OR USER DATA UNDERTAKEN BY THE SUPPLIER OR OTHER COMPANY BELONGING TO KONECRANES GROUP IN ACCORDANCE WITH THE CUSTOMER'S INSTRUCTIONS INFRINGES THE RIGHTS OF ANY PARTY OR IS IN ANY WAY CONTRARY TO OR IN VIOLATION OF THE DATA PROTECTION LAWS.

11. SURVIVAL

Each of the paragraphs of these Terms and Conditions intended for the benefit of the Supplier shall survive expiration or termination of the services outlined in the Agreement and the deactivation of the Data Connection.

12. SEVERABILITY

The partial or complete invalidity of any one or more provisions these Terms and Conditions shall not affect the validity or continuing force and effect of any other provision. If any portion of these Terms and Conditions shall be determined to be invalid or unenforceable, that portion shall automatically be modified to the extent necessary to make it valid. Notwithstanding the foregoing, such determination of invalidity or unenforceability shall not affect any other portion of these Terms and Conditions and such other portions shall remain in full force and effect.

13. GOVERNING LAW; JURISDICTION

Any controversy arising out of or related to these Terms and Conditions, the Agreement, or the provision or services hereunder or thereunder shall be construed and governed by the laws of the country, state or province applicable in the location of Supplier's principal place of business. Any action arising from or related to these Terms and Conditions, the Agreement, or the provision or services hereunder or thereunder shall be instituted and litigated in any federal, state or provincial court with jurisdiction over the location of Supplier's principal place of business. The Supplier and the Customer hereby irrevocably consent to the jurisdiction of the courts of the location of Supplier's principal place of business.

14. NUCLEAR LIABILITY

In the event that the work, goods and or services provided by the Supplier and/or otherwise identified herein or in the Agreement are provided, used, or otherwise employed in, on or around a facility generating and/or otherwise employing in any manner nuclear, radioactive or ionizing radiation whether as a fuel, product or any other substance, the Terms and Conditions of the Supplier's Nuclear Liability Addendum as revised from time to time a copy of which is attached hereto or otherwise available upon request of the Customer shall be incorporated by reference as if fully rewritten herein.