

Hiab HiConnect™ Terms & Conditions (v.4.2_07/2024)

These Hiab HiConnect™ Terms & Conditions (the "**Agreement**") govern the access to and use of the Hiab HiConnect Service by Customer and any of its Users. This Agreement is a binding contract between Customer and Hiab.

When applicable, this Agreement is made a part of and subject to the Customer Agreement. In the event of any conflict between this Agreement and an applicable Customer Agreement, the terms of this Agreement shall control with respect to the Hiab HiConnect Service and Customer's or its Users' access to and use of the Hiab HiConnect Service. This Agreement shall form an integral part of the Customer Agreement and any other general terms and conditions or terms and conditions of purchase of the Customer are expressly rejected.

This Agreement is effective upon the first to occur of: (a) the entry into force of the Customer Agreement, if applicable; or (b) registration of Customer's account for the Hiab HiConnect Service. **THE INDIVIDUAL ACCEPTING THIS AGREEMENT, REGISTERING CUSTOMER'S ACCOUNT AND/OR ACTIVATING A SUBSCRIPTION HEREBY EXPRESSLY: (i) ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS AGREEMENT; (ii) REPRESENTS AND WARRANTS HAVING THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND BIND CUSTOMER TO ITS TERMS; AND (iii) ACCEPTS THIS AGREEMENT AND AGREES THAT SUCH INDIVIDUAL AND CUSTOMER IS LEGALLY BOUND BY ITS TERMS.**

Neither Customer nor any User may access or use the Hiab HiConnect Service if they do not accept and agree to be bound by this Agreement.

The Customer and Hiab each a "**Party**" and jointly the "**Parties**".

1 DEFINITIONS

- 1.1 "**Affiliate**" means any legal entity, which is directly or indirectly owned or controlled by a Party or directly or indirectly owning or controlling a Party or under the same direct or indirect ownership or control as a Party for so long as such ownership or control lasts.
- 1.2 "**Connectivity Device**" means the connectivity device (also known as a connectivity gateway) and related components and hardware (retro)fitted in the equipment, which is used for generating, collecting, sending and transmitting the equipment data and information, such as data related to equipment's operation, location, condition, equipment identity and performance.
- 1.3 "**Customer**" means the legal person, whether an individual, corporate entity, or other legal entity, that is the party to the Customer Agreement contracting to receive access to the Service or, in the absence of a Customer Agreement, the party registering an account for the Service.
- 1.4 "**Customer Agreement**" means an executed written agreement between Hiab (or its dealer) and Customer regarding the purchase of equipment, products and/or services from Hiab by Customer, to which this Agreement is attached to or referred in and into which this Agreement is incorporated. The Customer Agreement may be a Hiab HiConnect™ Service Agreement or another agreement between Hiab (or its dealer) and Customer regarding other or additional equipment, products and/or services.
- 1.5 "**Customer Content**" means all information, content, and/or material, regardless of form, uploaded to, or entered into, the Service by the Customer and/or the Users (such as company name, company representative, user names, address, telephone, and email).

- 1.6 **"Data Protection Regulations"** means the European General Data Protection Regulation (Regulation (EU) 2016/679) and the data protection laws under the governing law of this Agreement applicable to the processing of personal data from time to time.
- 1.7 **"Hiab"** means the Cargotec Corporation legal entity described in Section 14 below or the Cargotec Corporation legal entity that is identified as a party to the Customer Agreement. In case of conflicts between the Cargotec Corporation entities in Section 14 below and the Customer Agreement, the Customer Agreement prevails.
- 1.8 **"Hiab Content"** means, except the Customer Content, all information, data, content, or material, regardless of form, stored in, uploaded to, transferred through, processed, developed, entered into, or otherwise aggregated in the process of providing the Service by or on behalf of Hiab as well as all content within the Service.
- 1.9 **"Hiab Technology"** means the computer software (including third party software), computer code, modules, scripts, application programming interfaces, methodologies, templates, tools, algorithms, user interfaces, know-how, trade secrets, techniques, designs, inventions, third party services and other tangible or intangible material, information and works of authorship underlying, made part of, or otherwise used to make available the Service, and all updates, modifications, improvements, and derivative works of any of the same, together with all Intellectual Property Rights therein and thereto.
- 1.10 **"HiConnect"** means the free-of-charge and limited version of the Hiab HiConnect Service.
- 1.11 **"HiConnect Premium"** means the subscription-based version of Hiab HiConnect Service made available by Hiab to the Customer and the User(s) giving access to additional Hiab HiConnect Service features and functionalities. HiConnect Premium is only available for equipment with a valid HiConnect Premium subscription.
- 1.12 **"Intellectual Property Rights"** means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, database rights, mask work rights, and moral rights; (b) trademark or service mark rights (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) registrations, applications, renewals, extensions, or reissues of any of the foregoing, in each case, in any jurisdiction throughout the world.
- 1.13 **"Personal Data"** means data which has the capability of identification an individual person, as further defined under the Data Protection Regulations.
- 1.14 **"Hiab HiConnect Service"** or the **"Service"** means the then current version of the Hiab HiConnect™ Dashboard and related features and functionalities made available to the Customer and the User(s) through the Service. The Services covered by this Agreement may be provided by any of Hiab's Affiliates.
- 1.15 **"Statistical Data"** means information and data gathered through or derived from the operation of Service and/or the Connectivity Device as further defined in Section 9.9.
- 1.16 **"User(s)"** means each individual person authorized by Customer to access and use the Service on Customer's behalf with a registered user account for the Service associated with Customer's account for the Service. Customer shall be solely and fully responsible and liability for the acts and omissions of its Users with respect to the Service and all acts of its Users shall be considered acts of Customer for purposes of this Agreement.

2 RIGHT TO USE AND ACCESS THE SERVICE; HICONNECT VERSIONS

- 2.1 **Grant of Right.** Subject to the terms and conditions of this Agreement, Hiab hereby grants to Customer a revocable, non-transferable, non-exclusive, non-sublicensable, limited right and license to access and use the Service solely for Customer's business operations and solely by its Users in accordance with the terms and conditions of this Agreement. The level of access and functionalities of use, and therefore the scope of the license granted herein, for the Customer and its Users may vary based on the Hiab HiConnect Service version (free trial, HiConnect, or HiConnect Premium) applicable to the Customer and each of the equipment.
- 2.2 **Free Trial.** In case the Parties have agreed on a free trial of the Service, Hiab will make (either as limited or full version of) the Service available to Customer on a trial basis, free of charge until the earlier of: (a) the end of the agreed free trial period, (b) the start date of any purchased subscription for HiConnect Premium, or (c) termination by either of the Parties.
- 2.3 **HiConnect.** With HiConnect, Hiab will make available and Customer has access to and may use a limited or restricted-functionality version of the Service free of charge. Hiab reserves the right to change, modify, limit, or restrict HiConnect at any time and in its sole discretion. For example, HiConnect may be limited or restricted, as compared to HiConnect Premium, in features, functionality, usage options, availability, content, historical data, and number of available User accounts. Further limitations and/or restrictions may appear and be included at any time at Hiab's sole discretion. Hiab may, in its sole discretion and for any or no reason, terminate Customer's access to HiConnect or any part thereof at any time. Termination of Customer's access to HiConnect may be done without prior notice, and Customer agrees that Hiab will not be liable to Customer or any third party in any manner in connection with such termination.
- 2.4 **Termination of Free Trial or HiConnect.** The Customer may at any point during the free trial period or during the HiConnect, request to terminate the free trial or HiConnect in which case the Customer's and its User(s) access to the Services will be terminated.
- 2.5 **HiConnect Premium.** If the Customer has subscribed to HiConnect Premium, Hiab will make the HiConnect Premium available to the Customer, and for such equipment included in the HiConnect Premium subscription, during the term of the valid HiConnect Premium subscription.
- 2.6 **DISCLAIMER AND LIMITATION REGARDING FREE TRIAL AND HICONNECT.** NOTWITHSTANDING ANYTHING CONTAINED HEREIN, HICONNECT, OR, DURING THE FREE TRIAL, HICONNECT PREMIUM, IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR COVENANTS OF ANY KIND. CUSTOMER UNDERSTANDS AND AGREES THAT HICONNECT AND, DURING THE FREE TRIAL, HICONNECT PREMIUM, IS MADE AVAILABLE TO CUSTOMER AT CUSTOMER'S SOLE RISK AND CUSTOMER ACCEPTS ALL RESPONSIBILITY AND LIABILITY ASSOCIATED WITH ITS USE OF THE HIAB HICONNECT SERVICE.
- 2.7 For the sake of clarity, this Agreement shall apply to all above described versions (free trial, HiConnect and HiConnect Premium), unless otherwise stated.

3 CONTENT OF THE SERVICE; CHANGES TO THE SERVICE

- 3.1 **Content of the Service.** The content of the Service is described in the service description made available to the Customer by Hiab. As a part of the Service, the Customer may receive recommendations for action from Hiab or its Affiliates, dealers or service providers (for example reminders or recommendations for upcoming repairs and maintenance work, product or spare parts campaigns, etc.). Customer acknowledges and agrees that such recommendations are informational only and do not represent legal or technical advice or instruction from Hiab. The Customer decides, and is ultimately responsible for, its actions and inactions in connection with its equipment, including, without limitation, whether any recommendations received through

Service are followed, whether and when equipment is to be repaired, whether maintenance work is to be done, and otherwise whether any reminder or recommendation received through the Service is acted upon. For the avoidance of doubt, no repair or maintenance work is included in this Agreement, which are always subject to separate agreement.

- 3.2 **Covered equipment.** The Customer's equipment covered under this Agreement and the Service are specified in the Customer Agreement or within the Service (for example by listing the registered equipment in the Hiab HiConnect Service). New equipment may be added to this Agreement and the Service or the HiConnect Service subscription may be upgraded upon Customer's request (for example by registering the equipment in the Service) and Hiab's confirmation thereof. If additional equipment are included in the Agreement and the Services or the HiConnect Service subscription is upgraded, Hiab shall have the right to revise the fees for the Service to account for the added equipment or upgraded subscriptions. The foregoing applies also if new features, User accounts, configurations, add-ons or similar items are added to the Service.
- 3.3 **Provision of information by the Customer.** The Customer shall as soon as possible report to Hiab; (i) the loss or return or resale of any equipment (including information of the subsequent owner), which is subject to the Service or if such equipment is completely written off or permanently taken out of service, (ii) the loss or return of the SIM card, (iii) any noticed faults, problems or errors in the Service and/or the Connectivity Device. Customer also agrees to inform the subsequent owner that the equipment is equipped with a Connectivity Device, which is connected to the internet for data transmission purposes.
- 3.4 **Technical requirements for the Service.** Use of the Service requires that the Customer's equipment is fitted with a Connectivity Device and that it is activated correctly. Hiab offers such Connectivity Device that is suitable for the use of Service. Such Connectivity Device is offered independently of this Agreement and may be offered pre-installed in the Customer's equipment (in case of new equipment purchase and subject to availability) or as a retrofit (through Hiab, its Affiliates or its authorized service partners or dealers). Any and all warranties and obligations, if any, related to the Connectivity Device are subject to Hiab's standard warranty terms and conditions. The Connectivity Device has an integrated SIM card. The SIM card is the property of Hiab (or its Affiliate) and may only be used in connection with the Service. Customer acknowledges and agrees that Customer's and its Users' access and use of the Service is dependent upon access to telecommunications and Internet services. Customer will be solely responsible for acquiring and maintaining all telecommunications and Internet services and other hardware and software required to access the Service, including, without limitation, all costs, fees, expenses, and taxes of any kind related to the foregoing. Hiab will not be responsible for any loss or corruption of data, lost communications, or any other loss or damage of any kind arising from any such telecommunications or Internet services or any such hardware or software. Hiab may provide notice to Customer from time to time of the version(s) of those products required in order for Customer and its Users to use the Service (e.g., supported browser versions). Hiab shall not be responsible for the usability or compatibility of the hardware or software used by Users in connection with the Service.
- 3.5 **Changes to the Service.** Hiab reserves the right to monitor, develop, or improve the Service in its sole discretion. Hiab reserves the right to effect modifications to the design, operational method, technical specifications, systems, and other functions or features of the Service, which in Hiab's reasonable opinion does not decrease the overall performance, usability and functionality of the Service, at any time without prior notice (together "**Minor Changes**"). In case Hiab anticipates to implement any changes which in Hiab's reasonable discretion are not deemed Minor Changes to the Service, such changes shall be notified reasonably in advance to the Customer in writing prior to implementing any such changes. If the change has a material adverse impact on Customer's ability to use the Service in accordance with this Agreement and Customer does not agree to the change, Customer may, by providing Hiab a written notice within thirty (30) days after receiving notice of the change, terminate this Agreement effective at

the end of the calendar month immediately following the calendar month in which Customer provided such notice to Hiab.

- 3.6 **Suspension.** Hiab also has the right to temporarily suspend the provisioning of the Service where this is necessary for ensuring continuity of the Service, including without limitation technical modifications, general installation, modifications or maintenance work of the technical environment, or where laws, orders, guidelines or statements of the authorities require for such actions. Hiab further has the right to restrict traffic volume in the communication network, disconnect the connection, and take any other necessary action required to secure network traffic, data security, or availability. The provision of the Service may also be subject to restrictions and inaccuracies that are beyond the control of Hiab, for which Hiab cannot be held liable. This applies to, but is not limited to, the availability of mobile communication, network and internet access services provided by third parties. Other negative circumstances, such as network overload, may also impede the use of the Service. Hiab endeavors to ensure that any such suspension or disruption does not continue for an unnecessarily long time and that the detriments resulting from it remain to a minimum. Where feasible, Hiab shall notify the Customer in writing about any such suspensions as soon as reasonably possible. Said suspension or restriction is not considered to constitute a defect in the Service and the Customer is not entitled to any refunds or other compensation.

4 FEES AND INVOICING

- 4.1 **Fees and Payment Terms.** For the paid subscription of HiConnect Premium, Customer shall pay Hiab (or its designated reseller) the fees for the Service agreed by the Parties in the Customer Agreement. Unless otherwise agreed, the term of payment of all fees shall be fourteen (14) days from the date of Hiab's (or its designated reseller's) invoice. Value added tax (if any) shall be added to the fees pursuant to the legislation in force from time to time.
- 4.2 **Taxes and Duties.** All fees and prices are exclusive of any taxes or duties or other charges or levies of any nature whatsoever on the Service under the laws of the country of destination, which shall be paid directly by the Customer. In case Hiab is obliged to pay or collect any such taxes, duties or charges, such amounts shall be paid by the Customer in addition to the fees.
- 4.3 **Overdue Payments.** As of the first date any fees owed by Customer are overdue, Hiab may suspend Customer's access to the Service until all overdue fees have been paid. Any sum not paid by Customer when due will bear interest from the due date until paid at a rate of: (i) as indicated in the Customer Agreement; (ii) 1.5 % of the outstanding balance per month; or (iii) the maximum rate permitted by law, whichever is less. Such late payment penalties will be automatically due without prior notice. To the extent permissible by applicable law, any delay in payment leads to an obligation for the debtor to pay a forty (40) Euros fixed charge (or the same amount in the agreed currency calculated in accordance with the official exchange rate at the date of the invoice) to cover debt collection costs in addition to the late-payment penalties. A supplementary indemnity may be claimed by Hiab, upon presentation of supporting documents, when the collection costs are higher than forty (40) Euros (or the same amount in the agreed currency calculated in accordance with the official exchange rate at the date of the invoice).
- 4.4 **Annual Revision of Fees.** The fees may be reviewed by Hiab once in every twelve (12) months. In the event that the fees are raised, the Customer may terminate the Agreement within one (1) month of receiving the new fees or notification of the changes (which may be in the form of an invoice), with effect from the date when the raise comes into force. Hiab shall notify the Customer of the new fees, the date when the new fees come into force and of the Customer's right to terminate the Agreement. If the Customer wishes to continue the Agreement, it does not need to do anything. The Agreement will then continue in force at the new fee.
- 4.5 **Revision of Fees for Added Services.** In accordance with Section 3.2, Hiab shall have the right to revise the fees in case additional equipment are included in the Agreement and the Service,

or if new features, User accounts, configurations, add-ons or similar items are added to the Service or in case the Service version is changed to paid subscription. Revised fees shall come into force from the date additional equipment or new features, User accounts, configurations, add-ons or similar items are added to the Service.

- 4.6 **Credit Check.** Hiab reserves the right to make a credit check for the Customer and/or request for a credit application (including a personal payment guarantee) from the Customer prior to or after entering into the Agreement.

5 USER ACCOUNTS AND SECURITY

- 5.1 **Customer's Responsibility for User Accounts.** Customer shall access and use the Service through its Users. Customer shall be solely responsible for its Users' activities in connection with access and use of the Service. The Customer shall inform all Users about their obligations under the Agreement and, in particular, about the conditions for accessing and using the Service. Customer shall be responsible for maintaining the security of the user accounts. Customer agrees to keep all access credentials for each User account secure and confidential and not to allow any of Customer's Users to provide their access credentials to anyone else. Customer will promptly notify Hiab of any unauthorized access to any User account access credentials or upon becoming aware of any actual or attempted unauthorized access to the Service in connection with any access credential of any of Customer's User accounts.

- 5.2 **Creation and Rules for User Accounts.** In order to access the Service, the Customer (and/or its Users) needs to create an account and select a password and/or provide Hiab with certain limited personal information of the User(s), which may include User(s) and/or Customer name and e-mail address. Customer agrees to supply Hiab with accurate, complete, and updated information. The following rules govern the creation and use of the account: (i) a single User must not have more than one account at any given time, and must not create an account using a false identity or information, or on behalf of someone other than himself; (ii) the User must not sublicense, rent, lease, sell, trade, gift or otherwise transfer his/her account to anyone without Hiab's written permission; any such transfer or attempted transfer is prohibited and void; (iii) the User and the Customer will not, under any circumstances try to get login information or access an account belonging to other users and/or customers of the Service; and (iv) accounts are personal and no shared accounts are permitted unless specifically approved by Hiab.

- 5.3 **Restrictions on Use.** The Customer agrees that it will not, under any circumstances: (i) use the Services, intentionally or unintentionally, in connection with any violation of any applicable law or regulation, or do anything that promotes the violation of any applicable law or regulation; or (ii) execute, assist, encourage, or become involved in any type of attack, including without limitation distribution of a virus, denial of service attacks upon the Service, or other attempts to disrupt the Services or any other person's use or enjoyment of the Services; (iii) try to gain unauthorized access to the Services, accounts registered to others or to any computer or server used to offer or support the Services or environment or networks connected to the Service by any means other than the user interface provided by Hiab; (iv) use, facilitate, create, or maintain any unauthorized connection to the Service, including without limitation (1) any connection to any unauthorized server that emulates, or attempts to emulate any part of the Service; or (2) any connection using programs, tools, or software not expressly approved by Hiab; (v) use any unauthorized third party or other software that accesses, intercepts, "mines", or otherwise collects information from or through the Service or that is in transit from or to the Service, including, without limitation, any software that reads areas of RAM or streams of network traffic used by the Service to store information about the Service. Hiab may, at its sole and absolute discretion, allow the use of certain third party user interfaces; (vi) intercept, examine or otherwise observe any proprietary communications protocol used by a client, a server, or the Service, whether through the use of a network analyzer, packet sniffer or any other tools; (vii) make any automated use of the Service, or take any action that imposes or may impose (in Hiab's sole discretion) an unreasonable or disproportionately large load on the Service

infrastructure, or (viii) bypass any robot exclusion headers or other measures Hiab employs to restrict access to the Service or use any software, technology, or device to send content or messages, scrape, spider, or crawl the Service, or harvest or manipulate data; (ix) interfere or try to interfere with the proper functioning of the Service, or connect to or use the Service in any way not expressly permitted by this Agreement, including disrupting, overburdening, or assisting in or encouraging the disruption or overburdening of (1) any server; or (2) the enjoyment of the Service by any other person.

5.4 **Additional Limitations.** Customer agrees not to: (i) commercially exploit the Service; (ii) distribute, lease, license, sell, rent, lend, convey or otherwise transfer or assign the Service, Hiab Technology, Hiab Content, or any copies thereof without the express prior written consent of Hiab or as set forth in this Agreement; (iii) to the extent not provided otherwise by applicable mandatory law, reverse engineer, decompile, disassemble, translate, prepare derivative works based on or otherwise modify Service, in whole or in part; (iv) remove, obscure or modify any copyright, trademark or other proprietary rights notices, marks or labels contained on or within the Service, falsify or delete any author attributions, legal notices or other labels of the origin or source of the material; (v) scrape, build databases or otherwise create permanent copies of Hiab Content or Hiab Technology, except for Customer Content; and/or (vi) transport, export or re-export (directly or indirectly) into any country forbidden to receive the Service (including Hiab Content or Hiab Technology) by any U.S., EU or UK or other economic or trade sanctions or export laws or accompanying regulations or otherwise violate such sanctions, laws or regulations, that may be amended from time to time.

5.5 **Termination of User Rights Due to Non-compliance.** Hiab has the right to prevent an individual User's and/or Customer's access to the Service or terminate the Agreement without a prior notice if Hiab suspects that a User is misusing the Service in a manner that constitutes a breach of the terms of this Agreement or applicable laws, without any obligation of Hiab to provide any refunds, benefits or other compensation to the Customer or any User. Hiab shall provide a written notice to the Customer without an undue delay of the reasons of why any User access has been prevented or the Agreement has been terminated.

6 LIMITED WARRANTIES AND WARRANTY DISCLAIMER

6.1 **Customer Warranties.** Customer represents and warrants that: (a) it has full power and authority to enter into this Agreement, grant the rights granted by it under this Agreement; and undertake the obligations it undertakes in this Agreement; (b) it owns, or otherwise has the right to control, the equipment covered under this Agreement and the Service; (c) it will use reasonable care and skill in complying with its obligations under this Agreement; (d) it is not subject to any U.S., EU or UK or other economic or trade sanctions or export controls or located or established 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 (e) it is not listed on any EU, UK or U.S. Government list of prohibited or restricted parties.

6.2 **Hiab Warranties.** Hiab warrants that: (a) it has full power and authority to enter into this Agreement, grant the rights granted by it under this Agreement, and undertake the obligations it undertakes in this Agreement; and (b) it will use reasonable care and skill in complying with its obligations under this Agreement.

6.3 **WARRANTY DISCLAIMER.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR THE LIMITED EXPRESS WARRANTIES SET FORTH IN THIS SECTION 6, THE SERVICE IS PROVIDED "AS IS" AND HIAB SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. HIAB SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. HIAB MAKES NO WARRANTY OF ANY KIND THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION,

ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 **Customer Content and License to Hiab.** All Customer Content shall remain the sole property of the Customer or its respective legal owner as applicable. Customer hereby grants to Hiab and its Affiliates a royalty-free, worldwide, non-exclusive license to use, copy, combine with other information (such as the Statistical Data), execute, host, store, process, reformat and display the Customer Content for the purposes of enabling Hiab to provide (and develop) the Service to Customer and its Users hereunder, as well as for the purposes of developing and providing Hiab's other products, services and solutions and for sales, marketing and other business and/or operational purposes as well as for regulatory, warranty and contract compliance, and proactive maintenance and diagnostics during and after the term of the Agreement. Hiab may share Customer Content to Hiab's Affiliates, dealers, subcontractors, and service providers for the above described purposes.
- 7.2 **Hiab Intellectual Property Rights.** The Service, including all Hiab Technology and Hiab Content, is and shall remain solely the property of Hiab, its Affiliates or the relevant third party rights holder as applicable. Except for the rights and licenses expressly granted herein, all rights in or to all of the foregoing are reserved by Hiab. Nothing in this Agreement will be deemed to grant to Customer any right to receive a copy of software underlying the Service, or any other Hiab Technology, in either object code or source code form. Hiab's name and logo, and all Hiab product and services names, including the name of the Service and any product or service associated with it, are trademarks of Hiab, its Affiliates or its licensors, and no right or license to use them is granted in this Agreement.

8 CONFIDENTIALITY

- 8.1 Subject to Hiab's right to use the Customer Content and Statistical Data as set forth in Section 7.1 and Section 9.9 respectively, the Parties undertake to keep confidential all such material and information received from the other Party which has been classified as confidential or which should be understood as such, and the Parties undertake not to use such material or information for any purpose other than for the purposes of the Agreement between the Parties. For the avoidance of doubt, the Service, all Hiab Technology, and all Hiab Content constitute confidential information of Hiab hereunder.
- 8.2 Subject to Hiab's right to use the Customer Content and Statistical Data as set forth in Section 7.1 and Section 9.9 respectively, upon the termination of this Agreement or when a Party no longer requires the information or material in question for the purposes of this Agreement then that Party shall immediately cease using the confidential information or material received from the other Party and shall, at the other Party's request, return or destroy the material in question including any copies. Hiab is however entitled to store all material delivered and created in connection with the provisioning of the Service in accordance with its filing practice and taking into notice the confidentiality obligations. Furthermore, each Party shall be entitled to retain copies, as required by law or orders of the authorities.
- 8.3 The rights and obligations set forth in this Section 8 shall survive any termination or expiration of this Agreement between the Parties for the maximum period permitted by applicable law.

9 DATA PRIVACY AND PERSONAL INFORMATION; STATISTICAL DATA

- 9.1 Both Parties shall comply with their respective obligations under the Data Protection Regulations.

- 9.2 Hiab will, and will procure that its personnel (including its subcontractors' personnel) who handle any Personal Data, obtain and maintain throughout the term of this Agreement all registrations and notifications that they are obliged to obtain and maintain pursuant to any Data Protection Regulation required from Hiab to provide the Service.
- 9.3 In the course of the provision of the Services, access to and use of the Customer Content and Statistical Data is required by Hiab (and/or its Affiliates) as the provider of the Service. This data may refer to Customer as well as, from Customer's perspective, to the respective operator of the equipment. If and to the extent Customer Content or Statistical Data used in the Services includes any Personal Data, as defined in the Data Protection Regulations, Customer is the data controller under the Data Protection Regulations. Hiab (and its Affiliates) shall process such Personal Data on behalf of the Customer for the purpose of providing the Service, and thus be considered a data processor (as defined in the Data Protection Regulations) in regards to such Personal Data.
- 9.4 Customer, as a data controller, shall:
- a) to the extent deemed necessary by the Customer, give to Hiab documented instructions on the processing of Personal Data, which instructions shall comply with the Data Protection Regulations;
 - b) have the right and obligation to specify the purpose of processing of Personal Data;
 - c) represent that all the data subjects of the Personal Data have been provided with notices and information, as required by the Data Protection Regulations, to allow Hiab (and its Affiliates) to perform the processing contemplated hereunder;
 - d) represent that if the Customer represents its Affiliates or third parties under this Agreement, it has the legal grounds to enter into this Agreement with Hiab and allow Hiab (and its Affiliates) to process the Personal Data according to the terms of this Agreement; and
 - e) confirm that; (i) the processing stipulated under this Agreement meets the Customer's requirements including, but not limited to, with regard to intended security measures, and (ii) it has provided Hiab with information in order for Hiab (and its Affiliates) to perform the processing in compliance with the Data Protection Regulations.
- 9.5 When operating in the capacity of a data processor, Hiab shall (and to the best of its ability shall ensure that any relevant subprocessor shall):
- a) process Customer's Personal Data in accordance with Customer's documented and reasonable instructions as communicated by the Customer in advance;
 - b) take appropriate technical and organisational measures to safeguard against unauthorised and unlawful processing of the Personal Data (as defined in the Data Protection Regulations) and against accidental loss, alteration or destruction of, or damage to the Personal Data;
 - c) not transfer (including open access to) any Personal Data to any other third parties outside the borders of European Union and European Economic Area unless adequacy of the protection of the Personal Data in accordance with the Data Protection Regulations have first been ensured;
 - d) assists the Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the European General Data Protection Regulation taking into account the nature of processing and the information available to Hiab;

- e) at the choice of Customer, delete or return all Customer Personal Data to Customer after the end of the provision of services relating to processing, and deletes existing copies unless Union or Member State law requires storage of the Personal Data;
- f) make available to Customer all information necessary to reasonably demonstrate compliance with the obligations the Data Protection Regulations directly applicable to a data processor and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller.

Hiab shall have the right to invoice any costs and expenses resulting from assisting the Customer under items 9.5 (d)-(f) above.

- 9.6 Customer consents to Hiab subcontracting the processing of Customer's Personal Data to subprocessors (including any of Hiab's Affiliates) in accordance with this Agreement, provided that Hiab shall ensure that it has appropriate data protection provisions in place with each subprocessor to satisfy the requirements of the Data Protection Regulations.
- 9.7 If the European Commission's standard contractual clauses ("SCC") for transfer of Personal Data outside the European Union or European Economic Area have been entered into between Customer and Hiab or the relevant Hiab's subprocessor, Customer (or, if applicable, an authorized Customer Affiliate): (a) consents to Hiab (and its Affiliates') subcontracting the processing of Customer Personal Data in accordance with the terms of the SCC; and (b) acknowledges that this constitutes the prior written consent of Customer (or the applicable authorized Customer Affiliate) for the purpose of clause 11(1) of the SCC.
- 9.8 For the avoidance of doubt, Sections 9.3 to 9.6 shall apply only where Hiab (or its Affiliate) operates in the role of a data processor and Personal Data is processed. Where possible and feasible, Hiab (and its Affiliates) strives to render any Customer Content anonymized and, thus, not Personal Data.
- 9.9 **Statistical Data.** Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in the Agreement, during and following the expiry of the Agreement, Hiab and its Affiliates have the perpetual right to access, send, receive, collect, store, use, exploit, aggregate, combine with other information (such as the Customer Content), process, and make available any and all information and data gathered through or derived from the operation of Service and/or the Connectivity Device, including but not limited to, information concerning equipment identity, efficiency, availability, downtime, operation, operating environment, movement, condition, logon, location and similar information ("**Statistical Data**"). Statistical Data is used for the purposes of enabling Hiab to provide the Service to Customer and its Users hereunder and may also be used for example to provide and improve Hiab's or its Affiliates' products, services and solutions and for sales, marketing and other business and/or operating purposes as well as for regulatory, warranty and contract compliance, and proactive maintenance and diagnostics during and after the terms of this Agreement. Hiab shall not share any Statistical Data, which reveals or contains the identity of Customer, Customer's User(s), or Customer's confidential information with third parties. However, Statistical Data, which may reveal or contain the identity of Customer, Customer's Users, or Customer's confidential information may be shared to Hiab's Affiliates, dealers, subcontractors, and service providers for the above described purposes.
- 9.10 Hiab will also process and use such Customer Content and Statistical Data, which may contain Personal Data, for its own purposes (as further described in Sections 7.1 and 9.9 above and below). In case and to the extent Statistical Data or Customer Content contains any Personal Data, Hiab (and/or its Affiliates) processes such Statistical Data or Customer Content in the role of data controller when deciding the purposes for which, and the means by which, such Personal Data is processed. The Customer hereby consents to such processing. Hiab may also

use data processors for such processing. Customer further consents that Hiab, its Affiliates and their dealers, subcontractors, and service providers may use such Personal Data for marketing of Hiab products and services. More information on how Hiab and its Affiliates processes Personal Data as a data controller, including information on how long and for what purposes Hiab and its Affiliates processes personal data, is available on <https://www.hiab.com/en/privacy-policy>.

10 FORCE MAJEURE

- 10.1 Neither Party shall be liable for delays or damages resulting from an obstacle outside the sphere of influence of the Party or its subcontractors, and which cannot reasonably have been taken into account by the Party at the time of concluding this Agreement, and the consequences of which the Party could not reasonably have been expected to avoid or overcome. A strike, lockout, boycott or other industrial action shall be regarded as constituting force majeure event even when the Party itself constitutes its target or is a Party to it.
- 10.2 The Party shall immediately notify the other Party both of the event of force majeure itself, as well as the cessation thereof.

11 TERM AND TERMINATION

- 11.1 **Term.** This Agreement commences on the date as set forth in the recitals and continues in force until all subscriptions hereunder have expired or have been terminated. The activation and term of each subscription shall be as specified in the applicable Customer Agreement or in a separate subscription offer. Subject to Section 2 above and in case the Customer Agreement or a separate subscription offer does not specify a term, a single subscription shall stay in force for a period of twelve (12) months from its activation (the “**Initial Term**”). After the Initial Term, the subscription will continue to remain in force for consecutive twelve (12) month periods at a time unless terminated in accordance with this Agreement”.
- 11.2 **Termination by Customer.** Unless otherwise agreed, Customer may terminate the Agreement (or part thereof) with a three (3) months prior written notice to Hiab. If the equipment, which is/are subject to the Service is (i) permanently taken out of service, (ii) sold, or (iii) completely written off or otherwise lost (including theft), the Customer may terminate the Agreement for such equipment by giving one (1) month's notice, stating the grounds for the termination and identifying the equipment subject to termination. In case of resale of all Customer equipment, this Agreement shall automatically expire with one (1) month termination period after Hiab has been informed of such resale in accordance with Section 3.3 above. In case of resale of any or all Customer's equipment, notwithstanding the termination period, Hiab will endeavor to disconnect the Customer's access and visibility to the connected equipment through the Service.
- 11.3 **Termination for Cause.** Each Party may terminate the Agreement for cause with immediate effect if the other Party (i) essentially breaches the terms of this Agreement (which includes, without limitation, non-payment of the service fees by the Customer) and is not able to rectify the breach within thirty (30) days from the receipt of written notification thereof of the other Party or (ii) is declared bankrupt or placed into liquidation or otherwise suspends its payments, except that suspension of payments or Service in case of a contested payment obligation or other disputes shall not entitle either Party to terminate for cause, as aforesaid.
- 11.4 **Discontinuance of Service.** Hiab reserves the right to discontinue the offering or providing the Services or portion thereof at any time by giving a reasonable prior notice to the Customer. In such event, Hiab shall have no liability other than to make a prorated refund to Customer in accordance with Section 11.5.

11.5 **Refund Upon Termination.** Unless the Agreement (or part thereof) is agreed to be a fixed-term agreement without the Customers' right of early termination, upon termination of the Agreement by the Customer, Hiab shall refund the Customer (on a pro rata basis) any prepaid fees covering the remainder of the term of Service after the effective date of termination. The termination by either Party of this Agreement shall not affect Hiab's right to charge all fees and other payments that were originated prior to the date of termination of this Agreement for the Service provided in accordance with the terms and conditions of this Agreement.

11.6 To the extent not provided otherwise by applicable mandatory law, Hiab shall not be obliged to remove, erase or transfer any Customer Content unless otherwise agreed by the Parties against a separate fee.

12 LIMITATION OF LIABILITY

12.1 **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HIAB'S AGGREGATE TOTAL LIABILITY TOWARDS THE CUSTOMER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE SERVICE'S CALCULATORY MONTHLY FEE MULTIPLIED BY TWELVE (12).

12.2 **EXCLUSION OF INDIRECT AND CONSEQUENTIAL DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HIAB SHALL NOT BE LIABLE UNDER THIS AGREEMENT (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES SUCH AS BUT NOT LIMITED TO (WHETHER OR NOT SUCH LOSSES WERE WITHIN THE CONTEMPLATION OF THE PARTIES AT THE DATE OF THIS AGREEMENT): LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS OPPORTUNITY; LOSS OF DATA; LOSS OF REPUTATION OR DAMAGE TO GOODWILL; AND OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES. FURTHERMORE, THE CUSTOMER ACKNOWLEDGES THAT THE CUSTOMER SHALL BEAR THE RISK OF COMMERCIAL REALIZATION OF THE SERVICE AND THE BENEFITS ACHIEVED FROM USING THE SERVICE AND THE CUSTOMER SHALL THEREFORE BEAR ALL RISKS FOR THE INFORMATION USED BY OR OBTAINED FROM THE SERVICE.

12.3 The limitations of liability shall not apply to liability caused by or arising from willful misconduct or gross negligence; or death or personal injury. Some states or countries do not allow the exclusion of certain warranties or the limitations/exclusions of liability described herein. In such case, (some of) these limitations/exclusions may not apply to a Customer who resides in one of those states or countries, but otherwise they are in effect to the maximum extent allowed by applicable laws.

13 OTHER TERMS AND CONDITIONS

13.1 **Modification of Terms.** In addition to changes to the Service as set forth herein, these Hiab HiConnect Terms & Conditions, and any Hiab privacy or security policies, may be updated or modified from time to time by Hiab. Hiab will use reasonable efforts to notify the Customer of such updates, as well as any other important announcements regarding the operation of the Service in accordance with Section 13.2 below. Customer acknowledges and agrees that its continued use of the Service following any such update or modification after it has been notified in accordance with Section 13.2 below constitutes the Customer's acceptance of such modified conditions and/or policies.

13.2 **Notifications.** Any notifications under this Agreement may be provided by Hiab in its discretion through the HiConnect and/or Services website. In case a notification is posted only through the HiConnect and/or Services website (and not for example directly to the Customer via email), the notice shall be deemed received by the Customer, at the latest, after thirty (30) calendar days from the posting of the notification by Hiab.

- 13.3 **Severability.** In the event of any conflict between applicable statutory law applicable to Customer, and the terms and conditions of this Agreement, the applicable statutory law shall prevail. In case any provision or any part of a provision of this Agreement is held invalid or unenforceable, the validity of the remaining provisions of the Agreement shall not be affected thereby and each remaining provision or part thereof will be valid and enforceable to full extent permitted by law. Where any provision is held invalid or unenforceable, the Parties endeavor to negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 13.4 **Waiver.** Any failure of either Party to enforce, at any time or for any period of time, any of the provisions of the Agreement shall not be construed as a waiver of such provisions or of the right of the Party thereafter to enforce each and every such provision.
- 13.5 **Assignment.** Neither Party is entitled to assign the agreement between the Parties without the other Party's written consent. Regardless of the above, Hiab has the right to assign this Agreement to a company belonging to the same group of companies or in connection with a transfer of its business by notifying the other Party of this in writing.
- 13.6 **Reference Right.** Hiab shall have the right to use as reference the information on Hiab delivering services to the Customer without a permission of the Customer.
- 13.7 **Language.** In case of discrepancies between the English and any translated versions of this Agreement, the English version(s) shall always prevail.
- 13.8 **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, communications, representations, and warranties, whether written or oral, with respect to such subject matter.
- 13.9 **Relationship of the Parties.** Hiab's relationship to Customer is that of an independent contractor, and neither Party is an agent or partner of the other. Neither Party will have, and will not represent to any third party that it has, any authority to act on behalf of the other.
- 13.10 **Third-Party Beneficiaries.** This Agreement is intended for the sole and exclusive benefit of the signatories and is not intended to benefit any third party. Only the Parties to this Agreement may enforce it, provided however, that an Affiliate of Hiab may (in addition to Hiab) enforce Hiab's rights hereunder to the extent it owns, controls or possesses relevant confidential information or Intellectual Property Rights (including Hiab Content).
- 13.11 **Interpretation.** The titles of the articles and sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.
- 13.12 **Subcontractors.** Customer acknowledges and agrees that Hiab may perform its obligations hereunder through one or more subcontractors.

14 HIAB CONTRACTING ENTITY; APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- 14.1 The Hiab entity entering into this Agreement, the address to which Customer should direct notices under this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the dispute resolution mechanism over any such dispute or lawsuit, depend on where the Parties are domiciled.

If Customer is domiciled in:	The Hiab entity entering into this Agreement is:	Governing law is:	Dispute resolution / Courts with exclusive jurisdiction:
Any other country than listed below	Hiab AB c/o Cargotec Sweden AB, Box 1133, 164 22 Kista, Sweden	Sweden.	Arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English.
Europe			
Austria	Hiab Austria GmbH. Waldschulgasse 3, 2700 Wiener Neustadt.	Austria	See Section 14.2
Belgium	Hiab Belgium SA. Drève Richelle 167, 1410 Waterloo, Belgium.	Belgium	See Section 14.2
Denmark (*applicable only to subscriptions for ZEPRO branded tail lifts)	Zepro Danmark A/S. Industrikrogen 14, DK-2635 Ishøj.	Denmark	See Section 14.2
Finland	Hiab Finland Oy. Nesteentie 36, 21200 Raisio Finland.	Finland	Arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce by one arbitrator appointed in accordance with the said rules. The arbitration proceedings shall be held in Helsinki, Finland.
France	Hiab France SAS. 38/40 Avenue Roger Hennequin, 78190 Trappes.	France	See Section 14.2
Germany	Hiab Germany GmbH. Osterbrooksweg 42, 22869 Schenefeld	Germany	See Section 14.2
Italy	Hiab Italia S.r.l. Via Giovanni Gentile 3, 20157, Milan.	Italy	See Section 14.2
Netherlands	Hiab Benelux B.V. Hesselingen 42, 7944HR Meppel.	Netherlands	See Section 14.2

Norway	Hiab Norway AS. Carl Bergersens vei 5, 1481 Hagan Norway.	Norway	See Section 14.2
Poland	Hiab Poland Sp. z o.o. ul. Stalowa 2, 73-102 Stargard, Poland	Poland	See Section 14.2
Sweden	Hiab Sweden AB. Tallvägen 8, 151 38 Södertälje, Sweden.	Sweden	Arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English.
Sweden (*applicable only to subscriptions for ZEPRO branded tail lifts)	Z-Lyften Produktion AB. Alléstigen 4, 84441 Bispgården, Sweden	Sweden	Arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English.
United Kingdom	Hiab Limited. Cargotec Industrial Park, Ellesmere, Shropshire, SY12 9JW United Kingdom.	England	See Section 14.2
The Americas			
Brazil	Hiab Brasil Guindastes e Servicos Ltda. Rod Cristovao Pereira de Abreu ers 030, 1450, Localidade di Lomba Vermelha, Santo Antonio da Patrulha, Brazil.	Brazil	See Section 14.2
Canada (*applicable only to subscriptions for Waltco branded tail lifts)	Waltco Lift Inc. 77 KING STREET WEST SUITE 400, M5K 0A1 TORONTO, Canada.	The laws of the Province of Ontario and the laws of Canada applicable therein.	See Section 14.2
United States of America	Hiab USA Inc. 12233 Williams Road, Perrysburg, OH 43551, USA.	State of Ohio, USA and controlling United States federal law.	United States District Court for the Northern District of Ohio or the courts of the State of Ohio sitting in Wood County,

			and any appellate court from any thereof.
APAC			
Australia	Hiab Australia Pty Ltd. Suit B Level 1, 668 Lorimer Street, Port Melbourne Vic 3207 Australia.	Laws of Victoria and the Commonwealth of Australia.	See Section 14.2
Japan	Cargotec Japan Ltd. 7F TPR Shin-Yokohama Building, 2-13-13, Shin-Yokohama, Kohoku-ku, Yokohama, Kanagawa, Japan.	Japan	See Section 14.2
South Korea	Cargotec Korea Limited. 356 Taesung-Ri, Gangnae-Myon, Chongwon-Gun, Chungbuk 28174 South Korea.	South Korea	See Section 14.2

14.2 **Dispute Resolution.** Unless otherwise set forth in the table above, any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said rules. Unless otherwise agreed by the Parties, the language of the proceedings shall be English.

14.3 **Agreement to Governing Law and Dispute Resolution.** Each Party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable dispute resolution mechanism above. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Unless otherwise agreed or required under applicable law, the language of the proceedings shall be English.

14.4 **Conflict of Laws.** Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts or the dispute resolution mechanism herein.

14.5 **Monetary claims.** Notwithstanding the above, claims for non-payment of undisputed monetary charges or disputes related to a Party's intellectual property or confidential information may be resolved by a court of competent jurisdiction.

15 LOCAL LAW REQUIREMENTS

15.1 **Local Law Requirements: Germany.** With respect to Customers domiciled in Germany, Section 12 is replaced with the following:

LIMITATION OF LIABILITY FOR CUSTOMERS DOMICILED IN GERMANY

Unlimited Liability. The Parties shall be mutually liable without limitation (a) in the event of willful misconduct or gross negligence, (b) within the scope of a guarantee taken over by the respective Party, (c) in the event that a defect is maliciously concealed, (d) in case of an injury to life, body or health, (e) according to the German Product Liability Law.

Liability for Breach of Cardinal Duties. If cardinal duties are infringed due to slight negligence and if, as a consequence, the achievement of the objective of this Agreement is endangered, or in the case of a slightly negligent failure to comply with duties, the very discharge of which is an essential prerequisite for the proper performance of this Agreement, the Parties' liability shall be limited to foreseeable damage typical for the contract. In all other respects, any liability for damage caused by slight negligence shall be excluded.

Liability Cap. Unless the Parties are liable in accordance with "Unlimited Liability" section above, in no event shall the aggregate liability of each Party together with all of its Affiliates arising out of or related to this Agreement exceed the total amount paid by Customer hereunder for the Services giving rise to the liability in the twelve (12) months preceding the first incident out of which the liability arose. The foregoing limitation will not limit Customer's payment obligations hereunder.

Scope. With the exception of liability in accordance with the "Unlimited Liability" section, the above limitations of liability shall apply to all claims for damages, irrespective of the legal basis including claims for tort damages. The above limitations of liability also apply in the case of claims for a Party's damages against the respective other Party's employees, agents or bodies.