



## Donaldson™ iCue™ Service End User License and Service Agreement

This End User License and Service Agreement (the "Agreement") is a legal agreement between you, the customer or Customer Partner (as later defined herein), and Donaldson Company, Inc., (referred to herein as "Donaldson") with its principal place of business at 1400 West 94th Street, Bloomington, Minnesota 55431, regarding the provision of, license to, access to, and use of Donaldson's remote filter monitoring system and services (the "Donaldson System and Service"). The Donaldson System and Service includes without limitation: a software as a service (SaaS) solution for remote filter monitoring, firmware on Hardware, and any webpage for setting up, modifying, or accessing such system and services (collectively the aforementioned being "Software"); notification services for monitoring such a system; and any support services offered by Donaldson related to such system and services, all as part of the Donaldson iCue Service. All equipment and hardware for collecting monitoring data, excluding the Software, ("Hardware") are sold to you subject to Donaldson's standard General Terms and Conditions of Sale and not pursuant to this Agreement, and all other equipment, including without limitation all dust collectors or other equipment in or on which the Donaldson System is located is sold or otherwise provided to you pursuant to its own terms, separate and apart from this Agreement. Unless otherwise noted, in this Agreement, "you," "your," and "yourself" refer collectively to you, the customer or Customer Partner, and any corporation, partnership, company or other business entity you represent, and "we," "us" and "our" refer collectively to Donaldson.

**IMPORTANT:** PLEASE READ THIS AGREEMENT CAREFULLY. YOU WILL HAVE ACCEPTED THIS AGREEMENT IF YOU: (1) ACCEPT THE TERMS OF ANY QUOTE THAT REFERENCES THIS AGREEMENT OR TO WHICH THIS AGREEMENT IS ATTACHED OR OTHERWISE INCORPORATED, SUCH ACCEPTANCE OF A QUOTE INCLUDING WITHOUT LIMITATION YOUR ISSUANCE OF A PURCHASE ORDER REFERENCING THE QUOTE OR A DONALDSON SYSTEM AND SERVICE PART NUMBER IN A QUOTE; (2) CLICK THE "ACCEPT" BUTTON OR CHECK ANY ACCEPTANCE CHECK BOX PRESENTED IN ASSOCIATION WITH THE DONALDSON SYSTEM AND SERVICE AND REFERENCING THIS AGREEMENT OR (3) ACCESS OR USE ANY PORTION OF THE DONALDSON SYSTEM AND SERVICE. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATION, PARTNERSHIP, COMPANY OR ANY OTHER ENTITY, YOU HEREBY REPRESENT AND WARRANT TO DONALDSON THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF AND BIND THE ENTITY TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

DONALDSON IS WILLING TO ALLOW YOUR ACCESS, USE, AND LICENSE TO THE DONALDSON SYSTEM AND SERVICE AS SET FORTH IN THIS AGREEMENT ONLY UPON THE CONDITION THAT YOU ACCEPT THE TERMS CONTAINED IN THIS AGREEMENT. IF YOU ELECT NOT TO AGREE TO THE TERMS OF THIS AGREEMENT, THEN: (1) IF YOU ARE A CUSTOMER OF DONALDSON, YOUR SOLE RECOURSE IS TO RETURN THE HARDWARE TO DONALDSON (IF NOT INTEGRATED WITHIN AND MADE A PART OF THE DONALDSON EQUIPMENT SOLD OR OTHERWISE PROVIDED TO YOU AND THEREFORE NOT RETURNABLE) AND IN ALL CASES CEASE ACCESSING AND USING THE DONALDSON SYSTEM AND SERVICE FOR A FULL REFUND OF ANY UNUSED PORTION OF ANY PREPAID FEES SOLELY FOR THE DONALDSON SYSTEM AND SERVICE; OR (2) IF YOU ARE A CUSTOMER PARTNER, CEASE ACCESSING AND USING THE DONALDSON SYSTEM AND SERVICE. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THEN DONALDSON IS UNWILLING TO ALLOW YOUR ACCESS AND USE OF, AND ANY LICENSE TO, THE DONALDSON SYSTEM AND SERVICE AND YOU MUST NOT ACCESS, SETUP, ACTIVATE, OR USE ANY PART OF THE DONALDSON SYSTEM AND SERVICE.

IF YOU ARE NOT THE OWNER (OR OTHERWISE LAWFUL POSSESSOR) OF THE EQUIPMENT ON WHICH THE DONALDSON SYSTEM AND SERVICE INSTALLED OR INCORPORATED, YOU ARE NOT AUTHORIZED TO ACCESS THE WEBPAGE OR ANY OTHER SOFTWARE FOR THE DONALDSON SYSTEM AND SERVICE OR USE THE DONALDSON SYSTEM AND SERVICE EXCEPT WITHIN THE STRICT LIMITATIONS SET FORTH IN THIS AGREEMENT, AND YOU MAY NOT ENTER INTO THIS AGREEMENT FOR OR ON BEHALF OF ANY OWNER OR LAWFUL POSSESSOR OF SUCH EQUIPMENT. ANY PERSON OR ENTITY IN VIOLATION OF THIS PARAGRAPH AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE INDEMNIFIED PARTIES (AS LATER DEFINED HEREIN) FOR ANY CLAIMS AND FOR ANY ACT OR OMISSION TAKEN IN VIOLATION OF THIS PARAGRAPH PURSUANT TO THE TERMS OF SECTION 12, WHICH ARE INCORPORATED HEREIN BY REFERENCE.

Donaldson may make changes to this Agreement at its sole discretion. Changes will be communicated to you by us posting the new version of the Agreement at [donaldson.com/content/dam/donaldson/legal/Donaldson-iCue-Service-Enterprise-User-License-and-Service-Agreement.pdf](https://donaldson.com/content/dam/donaldson/legal/Donaldson-iCue-Service-Enterprise-User-License-and-Service-Agreement.pdf), or as

otherwise determined by Donaldson in its sole discretion provided you are given notice of its location, and your acceptance of and/or continued access or use of any Donaldson System and Service after such notification of changes to this Agreement will constitute your acceptance of such changes. **COPIES OF THIS AGREEMENT INCLUDED IN PACKAGING OR REFERENCED AT THE TIME OF ACCEPTANCE OF A QUOTE MAY BE OUTDATED IN COMPARISON TO UPDATED VERSIONS OF THIS AGREEMENT. IN ALL CASES THE CURRENT VERSION OF THIS AGREEMENT AS PRESENTED AT THE ABOVE INDICATED LOCATION WILL BE THE TERMS AND CONDITIONS BINDING UPON YOU.**

**1. DEFINITIONS.** Throughout this Agreement and in addition to terms defined throughout this Agreement, the following descriptions and definitions shall apply.

**a.** "Content" shall mean all text, graphics, audio, video, photographs, charts, data, and other information displayed or otherwise accessible or viewable by you by accessing or using the Donaldson System and Service, in particular and without limitation, by accessing any webpage related to the Donaldson System and Service.

**b.** "Customer Partner" shall mean any person or entity given access to the Donaldson Systems and Service in relation to a Donaldson iCue customer who is a subscriber to the Donaldson Systems and Service, in all cases pursuant to the terms and conditions of this Agreement.

**c.** "Data" means such data as is collected or transmitted by or through the Donaldson System and Service, which may include without limitation temperature, humidity, pressure, and general location of the Hardware.

**d.** "Documentation" as used in this Agreement means written information (whether contained in user or technical manuals, instructions, training materials, or specifications) specifically pertaining to the Donaldson System and Service and made available by Donaldson with the Donaldson System and Service.

**e.** "Intellectual Property" shall mean all intellectual property and industrial property rights and assets, however arising, pursuant to the laws of any jurisdiction throughout the world, whether registered or unregistered, including without limitation any and all: (a) trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing; (b) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer, publicity, moral and paternity rights, and all registrations, applications for registration and renewals of such copyrights; (c) inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections and other confidential information and all rights therein; (d) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications, and other patent rights and any other governmental authority-issued indicia of invention ownership (including inventor's certificates, petty patents and patent utility models); and (e) software and firmware, including data files, source code, object code, scripts, mark-up language, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation.

**f.** "Modifications" refers to additional or modified functionality, updates, enhancements, security updates and patches, and upgrades to the Donaldson System and Service or to remove or terminate the functionality of the Donaldson System and Service.

**2. GRANT OF SOFTWARE LICENSE.**

**a.** Subject to the terms and conditions of this Agreement, if you are a Donaldson iCue customer, Donaldson grants to you a nonexclusive, nonsublicensable, and nontransferable (except as set forth herein) license to access and use during your Term of this Agreement the Software, along with its related Documentation, including accessing the webpage for the Donaldson System and Service, and viewing the Content located at that webpage.

**b.** Subject to the terms and conditions of this Agreement, if you are a Customer Partner, Donaldson grants to you a nonexclusive, nonsublicensable, and nontransferable license solely to access and use the Software, including accessing the webpage for the Donaldson System and Service and viewing the Content located at that webpage subject to these additional limitations: (1) Customer Partner may only view the Data for the customer that consented to your access to the Donaldson System and Service; (2) Customer Partner's license is only for the Customer Partner's Term of this Agreement; (3) in no event may a Customer Partner store, copy, modify, create derivative works from, cache, collect (whether manually or through automated means, including without limitation using bots, scrapers, screen shots or other manual or automated tools) the Data; and (4) Customer Partner's license and therefore access and use of the Software including without limitation the Content and Data is solely for Customer Partner to provide services for the benefit of, and subject to the direction of, the customer that consented to the Customer Partner's access.

**c.** Certain portions of the Donaldson System and Service may incorporate third party software components that are subject to the third party

licenses. In the event of a conflict between this Agreement and such third party licenses, the terms and conditions of such third party licenses shall control and supersede any conflicting terms and conditions in this Agreement as to the software.

**d.** Components subject to such third party licenses. The manuals for the Donaldson System and Service, which are the official documentation for the Donaldson System and Service, contain the third party license terms that, to Donaldson's knowledge, may be applicable to certain software components of the Donaldson System and Service.

**e.** TITLE AND LIMITATIONS. The licenses granted in this Agreement are subscription license to access and use the Software subject to the terms and conditions of this Agreement and solely during the Term of this Agreement, not a transfer of title to all or any part of the Donaldson System and Service. Donaldson and its licensors retain ownership of all copies of, and all Intellectual Property rights in and to, the Donaldson System and Service, including without limitation all Software and Content, Modifications, and all related Documentation. You are granted no implied licenses to any other Intellectual Property rights other than as specifically granted herein, and Donaldson reserves all rights not expressly granted herein. You acknowledge that the Donaldson System and Service contains trade secrets of Donaldson, its suppliers, or licensors, including but not limited to, the specific internal design and structure of individual programs and associated interface information within the Software. Accordingly, except as otherwise expressly provided under this Agreement, you shall have no right, and you specifically agree not to: (i) transfer, assign or sublicense your subscription license to another person or entity and you acknowledge that any attempted transfer, assignment, sublicense or use shall be void; (ii) make error corrections to, or otherwise modify or adapt, the Software or to create derivative works based upon the Software, or permit third parties to do the same; (iii) reverse engineer or decompile, decrypt, translate, disassemble or otherwise reduce the Donaldson System and Service including without limitation any Software to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction; (iv) use or permit the Donaldson System and Service to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise, without the express written authorization of Donaldson; (v) disclose, provide, or otherwise make available trade secrets contained within the Donaldson System and Service in any form, to any third party without the prior written consent of Donaldson; (vi) use the Donaldson System and Service to develop any software application or similar products and services or develop methods to enable unauthorized parties to use, recreate or infringe upon the Intellectual Property rights in and to the Donaldson System and Service; and (vii) contest or challenge the ownership or validity of, or adopt, apply for, register or otherwise seek to legally protect any of Donaldson's or its licensors' Intellectual Property related to the Donaldson System and Service, or aid or abet others in doing so, either during the Term of this Agreement or afterword. You acknowledge and agree that Donaldson reserves the right to remotely prevent access to and/or use of the Donaldson System and Service in its sole discretion and without prior notice to you.

**f.** FEEDBACK. You may provide feedback to Donaldson with respect to the Donaldson System and Service. Donaldson may use such feedback for any purpose without obligation to you of any kind. To the extent a license is required to make use of such feedback, you hereby grant to Donaldson an irrevocable, non-exclusive, perpetual, royalty-free, transferrable license, with right to sublicense, to use such feedback in connection with business of Donaldson or any licensor of Donaldson, including without limitation enhancement of the Donaldson System and Service.

**g.** DATA. Donaldson owns, and, to the extent not automatically owned, all right, title, and interest shall be and hereby is assigned to Donaldson by you in, all Data, including any Intellectual Property in and to any Data. Donaldson is not responsible for storing or retaining any Data, or to comply with any legal or corporate retention periods applicable to you. If you are a customer, Donaldson hereby grants to you a nontransferable and nontransferable (except as set forth herein) license to access and view the Data related to you during the Term of this Agreement. If you are a customer with a paid subscription, you also have the right to, upon a reasonable request and during the Term of this Agreement, obtain a copy of Data related to you in the form in which it is maintained by Donaldson. The Donaldson System and Service may continue to function and Donaldson may continue to collect, and unless you opt out of such collection you consent to Donaldson collecting, Data even after termination of this Agreement, particularly when portions of the Donaldson System and Service are integrated within and made a part of Donaldson equipment sold or otherwise provided to you, and therefore not returned to Donaldson. You may opt out of data collection after the Term by contacting Donaldson support at [iCuesupport@donaldson.com](mailto:iCuesupport@donaldson.com).

**3. FEES.** All customer fees for the Donaldson System and Service are as set forth in the applicable quote or in accordance with pricing provided by an authorized Donaldson dealer if you acquire the Donaldson System and Service from that dealer and are agreed to by your issuance of a purchase order referencing that quote or a Donaldson System or Service part number or otherwise agreeing to pricing terms from that dealer. You agree to pay all such fees according to the terms and in the amounts stated in the applicable quote or, if you acquire the Donaldson System and Service from a dealer, the terms set forth in your agreement with that dealer. As set forth in Section 8, if you are a customer and provided a free trial for the Donaldson System and Service, this Agreement terminates at the end of the free trial period unless you purchase a subscription to the Donaldson System and Service, such subscription including its fees being subject to the terms and conditions of this Agreement. Without waiving any of its rights under the law or this Agreement, Donaldson may charge you a late fee the rate of one and a half percent (1.5%) per

month for any overdue amounts, or the maximum amount allowed by law, whichever is less. Donaldson may increase any or all fees for any Renewal Term (as defined in Section 8). Donaldson will use reasonable efforts to provide notice to you of price increases at least sixty (60) days prior to such increases taking effect, after which time such price increases will apply to subsequent Renewal Terms.

**4. ACCESS TO DONALDSON SYSTEM AND SERVICE.** To use Donaldson System and Service, you must purchase the Donaldson System and Service, be provided a free trial by Donaldson of the Donaldson System and Service, or be a Customer Partner provided access to the Donaldson System and Service at the request of a Donaldson iCue customer who has a current subscription to the Donaldson System and Service, and in all cases abide by the terms of this Agreement, provide your own e-mail or SMS information and all necessary telecommunication services; and except where an explicit part of the Donaldson System and Service, otherwise provide all devices, services, equipment and software necessary to use the Donaldson System and Service. You are responsible for ensuring that your devices, services, equipment and/or software do not disturb or interfere with Donaldson's operations or the operations of other users of the Donaldson System and Service. If any modification to Donaldson System and Service requires changes in your devices, services, equipment or software, you must effect these changes at your own expense. Unless explicitly stated otherwise, any new or additional features that augment or enhance the Donaldson System and Service, including the release of new products and services and all Modifications, shall be subject to the terms and conditions of this Agreement. You must install the Donaldson System and Service according to the instructions provided with it for it to function properly. The placement of the Donaldson System and Service, weather conditions, presence and configuration of buildings, the signal strength of the signal carrier, and other factors may impact whether notices can and are sent to you. **DONALDSON AND ITS RELATED ENTITIES, LICENSORS, VENDORS, CLOUD MESSAGING TECHNOLOGY PROVIDERS, RESELLERS, CONTRACTORS, INSTALLERS, RETAILERS, AND OTHER DISTRIBUTION CHANNELS (THE "DONALDSON RELATED ENTITIES") HAVE NO LIABILITY FOR ANY FAILURE TO PROVIDE ANY NOTIFICATION SERVICES FOR ANY REASON.**

**5. SETUP DETAILS AND CREDENTIALS.**

**a.** All e-mail, SMS, and other notification related information you provide must be accurate and current. You agree to keep all Donaldson System and Service setup and credential details private and to not share them with anyone else to prevent unauthorized access to your notification settings, and/or the Content. The Donaldson Related Entities are not liable for any loss or damage arising from any access to, sharing or use of your notification settings password or the Content. It is solely your responsibility to ensure that the e-mail and telephone number(s) you enter are capable of receiving notices through the Donaldson System and Service. **THE DONALDSON RELATED ENTITIES EXPLICITLY DISCLAIM ALL LIABILITY FOR ANY LOSS OR THEFT OF INFORMATION YOU ENTER AS A PART OF THE SETUP, INCLUDING WITHOUT LIMITATION ANY PERSON OR ENTITY ACCESSING, HIJACKING, OR OTHERWISE USING YOUR E-MAIL OR TELEPHONE NUMBER.**

**b.** A Customer Partner is only granted access to the Donaldson System and Service pursuant to the terms and conditions of this Agreement and in the sole discretion of Donaldson. A Donaldson iCue customer with an active subscription to the Donaldson System and Service must first request from Donaldson that access be given to a specific person at a Customer Partner who will serve as an account administrator. If Donaldson grants the Customer Partner access to the Donaldson System and Service, then the Customer Partner must also agree to this Agreement. The account administrator at the Customer Partner shall then have the ability to grant access to other Customer Partner employees, who must also agree to this Agreement, so long as the customer has not revoked the Customer Partner's authority to access the Donaldson System and Service or the Customer Partner's license or access has not otherwise been terminated or suspended by Donaldson. The Donaldson iCue customer requesting access for a Customer Partner and the Customer Partner are solely responsible for monitoring the acts and omissions of a Customer Partner, including without limitation its employees, and for requesting termination of a Customer Partner's or any of the Customer Partner's employees' access to the Donaldson System and Service for any reason. Donaldson will use commercially reasonable efforts to terminate such access within a reasonable amount of time, and in any event a reasonable amount of time shall not be less than two business days after customer notifies Donaldson in writing of the request, although the customer and Customer Partner acknowledges that such termination of access may occur immediately following the request. The Donaldson iCue customer requesting access for a Customer Partner is jointly and severally liable with the Customer Partner for any acts or omissions of the Customer Partner including without limitation all of its employees. Customer Partner shall keep records relating to who it has granted access during what time periods and the purpose of its access and use of the Donaldson Systems and Service. Donaldson may, upon notice and during normal business hours inspect Customer Partner's records for compliance with the terms of this Agreement, and Customer Partner shall cooperate with Donaldson with any requests for information and inspections.

**6. DONALDSON DOES NOT MONITOR.** The Donaldson Related Entities have no responsibility for monitoring or otherwise taking action regarding any notices related to the Donaldson System and Service. You acknowledge that all such monitoring and other actions related any notification are solely your responsibility. You understand that the Donaldson System and Service is not intended to be used as a primary life, safety, burglary, fire protection, or other critical event monitor or notice system. **Do not use the Donaldson System and Service in regulated Hazardous Locations, unless the product manual notes the appropriate certification standard.**

Donaldson's provision of the Donaldson System and Service is not intended to replace or alter any policies, procedures or processes you have or may develop regarding your facility, its equipment, and their maintenance and safety. You must continue your usual practices regarding safety, maintenance, repair, and replacement of parts including without limitation those sold by Donaldson. You will continue to be solely responsible for managing your facility and your equipment in a safe and appropriate manner, and if you are a Customer Partner, you are solely responsible for the services you provide to any person or entity including Donaldson iCue customers. The Parties agree that you shall be solely responsible for all hazards associated with its processes, products, and ingredients, regardless of whether the hazards relate to fire, explosion, material handling, exposure to harmful dusts, fumes, or other contaminants, or any other hazard that poses a risk to person or property. As the process/system owner, you are responsible for compliance with all applicable laws, standards, and regulations, and for mitigating all hazards safely. You shall insure at all times that emissions from its processes and equipment are safe and within acceptable and permitted limits and that its operation of Donaldson's System and Service is safe. The Parties agree that Donaldson shall not be liable or responsible for exposure to pollutants, dusts, emissions, or fumes from your process or the Donaldson System and Service. You agree that the Donaldson System and Service will be utilized within a system that Donaldson did not design, approve, install, operate, or maintain. You agree to waive all rights of subrogation that would otherwise be available to your insurers, regardless of the theory of recovery, relating in any way to the design, testing, manufacture, sale, warnings, use, maintenance, or installation of the Donaldson System and Service.

**7. MODIFICATIONS.** For continuity of performance, you agree that Donaldson may, at any time in the sole discretion of Donaldson, access the Donaldson System and Service, and/or cause the Donaldson System and Service to contact Donaldson, to provide Modifications. Donaldson does not warrant that Modifications to the Donaldson System and Service will be compatible with your devices, equipment, or software. All Modifications shall be subject to the license terms set forth in this Agreement.

## **8. TERM AND TERMINATION.**

**a.** If you are a customer and Donaldson has given you a free trial to the Donaldson System and Service, then this Agreement shall be effective as of your acceptance of this Agreement as stated in this Agreement and shall continue for the duration of the free trial or as provided by an authorized Donaldson dealer if you acquire the Donaldson System and Service through that dealer, unless terminated earlier pursuant to this Agreement. This Agreement shall automatically terminate unless you purchase a subscription to the Donaldson System and Service beyond the free trial period.

**b.** If you are a customer and you purchase a subscription to the Donaldson System and Service, then this Agreement shall be effective as of your acceptance of this Agreement as stated in this Agreement and shall continue and for the initial term indicated on the quote or in accordance with pricing provided from an authorized Donaldson dealer if you acquire the Donaldson System and Service through a dealer (the "Initial Term"), unless terminated earlier pursuant to this Agreement. After the Initial Term, this Agreement shall continue and automatically renew for successive terms for the same length of time as the Initial Term you purchased (each a "Renewal Term") unless either party gives notice of non-renewal in writing at least sixty (60) days prior to the commencement of the Renewal Term or this Agreement is earlier terminated in accordance with the terms of this Agreement (collectively, the customer's free trial period, if any, Initial Term and all Renewal Terms being the "Term" for a customer). After the Initial Term, you may terminate this Agreement upon thirty (30) days prior written notice without cause. You may also terminate this Agreement for Donaldson's breach of the Agreement provided that you give written notice of the breach to Donaldson with sufficient detail to identify the nature of the breach and Donaldson then fails to cure that breach within sixty (60) days of receipt of such notice (the "Cure Period"), at which time this Agreement shall terminate at the end of the Cure Period.

**c.** If you are a Customer Partner, then this Agreement shall be effective as of your acceptance of this Agreement as stated in this Agreement and shall continue for so long as the customer for which you are a Customer Partner allows you access to the Donaldson System and Service, or until that customer no longer has a subscription to the Donaldson System and Service, whichever is sooner, which shall be the Term for the Customer Partner, unless terminated earlier pursuant to this Agreement.

**d.** Donaldson may, at its election and in its sole discretion, immediately terminate this Agreement and your subscription, access, or use of all or any portion of the Donaldson System and Service at will and with or without cause. Donaldson is further entitled to obtain injunctive relief if your use of the Donaldson System and Service is in violation of any restrictions set forth in this Agreement, including without limitation any license restrictions. Upon termination, you must cease using and accessing the Donaldson System and Service. The preamble prior to the Sections and Sections 1, 2(c) through (f), (and 3 through 14 shall survive termination.

**9. WARRANTY AND DISCLAIMER.** Donaldson warrants solely to its customers (and not to any Customer Partner who shall have no warranty) that for a period of twelve (12) months from the date of your purchase of the Donaldson System and Service that the Software will work substantially in conformance with the Donaldson document entitled Donaldson iCue Connected Filtration Service User Guide, Manual Number R060072. The sole and exclusive remedy for any breach of the foregoing warranty shall be that Donaldson shall use commercially reasonable

efforts to repair or replace the defective Software. OTHER THAN AS SET FORTH IN THIS SECTION 9, THE DONALDSON SYSTEM AND SERVICE FURNISHED BY DONALDSON AND THE DONALDSON RELATED ENTITIES AND ACCEPTED BY YOU IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY WHATSOEVER. ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM TECHNICAL ADVICE OR RECOMMENDATIONS, COURSE OF DEALING OR OF PERFORMANCE, OR CUSTOM OR USAGE OF TRADE, ARE SPECIFICALLY EXCLUDED AND DISCLAIMED BY DONALDSON AND THE DONALDSON RELATED ENTITIES. DONALDSON AND THE DONALDSON RELATED ENTITIES DO NOT WARRANT THAT THE DONALDSON SYSTEM AND SERVICE OR ASSOCIATED DOCUMENTATION WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE DONALDSON SYSTEM AND SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF DONALDSON SYSTEM AND SERVICE IS WITH YOU.

**10. LIMITATION OF DONALDSON LIABILITY.** IN NO EVENT WILL DONALDSON OR THE DONALDSON RELATED ENTITIES BE LIABLE TO YOU FOR ANY DIRECT OR INDIRECT DAMAGES OF ANY TYPE, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, LOST SAVINGS, LOST DATA, PROPERTY DAMAGE, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, LOST REVENUE, BUSINESS INTERRUPTION, LOSS OF CAPITAL OR OTHER SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY DONALDSON SYSTEM AND SERVICE FURNISHED OR TO BE FURNISHED BY DONALDSON UNDER THIS AGREEMENT OR THE USE THEREOF, EVEN IF DONALDSON OR THE DONALDSON RELATED ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE AGGREGATE LIABILITY OF DONALDSON AND THE DONALDSON RELATED ENTITIES UPON ANY AND ALL CLAIMS HOWSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY DONALDSON SYSTEM AND SERVICE FURNISHED OR TO BE FURNISHED BY DONALDSON OR THE DONALDSON RELATED ENTITIES UNDER THIS AGREEMENT WILL IN ANY EVENT BE ABSOLUTELY LIMITED TO THE GREATER OF THE TOTAL AMOUNT YOU PAID DONALDSON FOR THE DONALDSON SYSTEM AND SERVICE THAT IS THE SUBJECT OF ANY LIABILITY CLAIM DURING THE TWELVE (12) MONTHS PRIOR TO THE INCIDENT THAT GIVES RISE TO THE CLAIM OR THE MINIMUM AMOUNT ALLOWED BY LAW. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

**11. THIRD PARTY AND WIRELESS FLOW-DOWN REQUIREMENTS.** You acknowledge that the notification services utilize cloud messaging (email/sms) technology and wireless data transmission technology, including without limitation hardware, networks, systems and services, and software (collectively "Cloud Messaging Technology"), procured by Donaldson pursuant to agreements with providers of such services (collectively "Cloud Messaging Technology Providers"). Those agreements have certain terms, conditions and limitations regarding the provision of such services. YOU FURTHER ACKNOWLEDGE THAT THE CLOUD MESSAGING TECHNOLOGY PROVIDER, DONALDSON AND THE DONALDSON RELATED ENTITIES DISCLAIM ALL LIABILITY OF ANY NATURE TO YOU, WHETHER DIRECT OR INDIRECT DAMAGES OF ANY TYPE, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, LOST SAVINGS, LOST DATA, PROPERTY DAMAGE, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, LOST REVENUE, BUSINESS INTERRUPTION, LOSS OF CAPITAL OR OTHER SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO YOUR USE OF THE CLOUD MESSAGING TECHNOLOGY AND OTHER TELECOMMUNICATIONS SERVICES, AND THE END USER AGREES THAT IT SHALL HAVE NO CLAIMS, OF ANY KIND, AGAINST THE CLOUD MESSAGING TECHNOLOGY PROVIDER, OTHER ISP, DONALDSON, OR THE DONALDSON RELATED ENTITIES WITH RESPECT THERETO.

You agree to be bound by the following terms that arise from Donaldson's obligation to flow provisions down to you regarding Cloud Messaging Technology Providers:

- You shall not resell, distribute, provide or sublicense the Cloud Messaging Technology to any third party.
- The Cloud Messaging Technology Provider is not responsible for any content, goods, or services which are accessed, downloaded, or transmitted by you through use of the services.
- You may not use the Cloud Messaging Technology in any way that may reasonably be considered to be: (i) contrary to the intended conditions of use (including any unauthorized modification); (ii) a nuisance, defamatory, offensive, abusive, or obscene or in violation of any persons' rights; (iii) illegal; (iv) fraudulent; or (v) contrary to good faith commercial practice.
- You will provide all information and complete documentation which are required by the Cloud Messaging Technology Provider.
- You agree that the Cloud Messaging Technology Provider may suspend or terminate its Cloud Messaging Service Technology.
- On termination of the of the Cloud Messaging Technology, you shall, as applicable: (i) stop using the Cloud Messaging Technology; and (ii) return, or make available for collection, any equipment, documents and information owned by the Cloud Messaging Technology Provider in accordance with their reasonable instructions.
- The Cloud Messaging Technology Provider does not promise or guarantee that communications using the Cloud Messaging Technology will be completely secure.

- You shall not use the Cloud Messaging Technology: (a) for the transmission of voice (including VOIP); (b) to access a publicly addressable destination (i.e. public IP address) including through the use of a proxy, gateway or routing; (c) in a way that attempts to penetrate security measures whether or not the intrusion results in the corruption or loss of data; (d) in a way that uses the Cloud Messaging Technology to Internet Relay Chat, peer to peer file sharing, bit torrent, or proxy server network; (e) in a way that involves spamming, the sending of bulk unsolicited emails or commercial messages or maintaining an open SMTP relay; or (f) in a way that causes the network to be impaired.
- You shall not publish any results of any benchmark or performance tests of the Cloud Messaging Technology, or component thereof.

You also expressly acknowledge that the Service Vendor has entered into long-term agreements with Carriers in its primary markets. "Service Vendor" means a wireless service aggregator or provider selected by Donaldson or its vendors which (1) has contracts with multiple Carriers that allow it to provide Wireless Services across both GSM and CDMA wireless platforms, and (2) Donaldson or its vendors have contracted to make such Wireless Services available to you. "Wireless Service(s)" means the wireless telecommunication services made available through the Network to you by Donaldson or its vendors under this Agreement. "Carrier" means a designated, regulated, network operator that (1) has been licensed to establish and operate a wireless communications network in a respective regulated market and (2) the Service Vendor has contracted with to enable the provisioning of the Wireless Services through its customers (such as Donaldson or its vendors) to end users such as you. "Network" means the wireless communications network provided by the Service Vendor using wireless services provided by various Carriers. Under the terms of these agreements, the Service Vendor purchases wireless services and resells these services in conjunction with approved applications. You agree to be bound by the following terms that arise from Donaldson's obligation to flow provisions down to the uses of the Wireless Services:

- Neither the Service Agreement nor this Agreement create a contractual relationship between you and either the Service Vendor or any Carrier and you are not a third party beneficiary of any agreement between Donaldson or its vendors and either the Service Vendor or any Carrier.
- You expressly acknowledge and agree that the use of any information available through the Wireless Services is at your own risk and responsibility.
- You have no property interest in any number assigned to you, and understand that any such number can be changed from time to time.
- You understand that neither Donaldson, its vendors, nor either the Service Vendor or the Underlying Carrier guaranty the security of wireless transmissions, and will not be liable for any lack of security relating to the use of the Wireless Services.
- Unless caused by the negligence of the Indemnified Party, you shall indemnify and hold harmless the Donaldson Related Entities, the Service Vendor, and the applicable Carrier and their respective officers, employees, and agents (each an "Indemnified Party") against any and all claims, including without limitation claims for libel, slander, infringement of copyright, or personal injury or death, arising in any way directly or indirectly in connection with the Wireless Services or the use, failure to use, or inability to use the access telephone number or access the any device through the Wireless Service. This indemnity shall survive the termination of the Agreement.
- The Service Vendor and the Carrier are third party beneficiaries of this Agreement, and may take any equitable or legal action required to enforce its provisions and the terms and conditions of this Agreement.
- For GSM Wireless Services provided by a USA Carrier and T-USA Wireless Services, you understand, acknowledge and agrees that the Wireless Service may not be used for devices to be permanently deployed in Canada.
- For GSM Wireless Services provided by a Canadian Carrier, you understand, acknowledge, and agree that the Wireless Service may not be used for devices to be permanently deployed in the USA.

**12. GENERAL INDEMNITY BY YOU.** You will, to the fullest extent permitted by law, indemnify Donaldson, the Donaldson Related Entities, including without limitation any internet service provider or Cloud Messaging Technology Provider providing messaging and data transmission services related to the Donaldson System and Service, and their officers, directors, shareholders, employees and agents and their respective successors and assigns (collectively, the "Indemnified Parties") against and hold the Indemnified Parties harmless from any and all claims, losses, liabilities, damages, judgments, awards, settlements, costs and expenses, including reasonable attorneys' fees (collectively a "Claim") in connection with investigating, defending, or settling any claim relating to or arising out of: any breach by you of this Agreement; your implementation or use of the Donaldson System and Service in a way that infringes or misappropriates any third party's Intellectual Property rights or violates applicable law; and any acts or omissions on the part of you which gives rise to Claims against the Indemnified Parties.

**13. YOUR OBLIGATIONS.** You represent and warrant that (a) if you are a Donaldson iCue customer, that you are the owner or an authorized user of the property and associated equipment on which any Donaldson System and Service and Hardware is installed and that you have all the requisite power and authority to enter into this Agreement; (b) if you are a Customer Partner, that the customer for which you will use the Donaldson System and Service has expressly in writing provided you with permission to access and use the Donaldson System and Service on the customer's behalf; (c) you shall use the Donaldson System and Service only for lawful purposes, and will comply at all times with all applicable federal, state, and local laws and regulations applicable to the use of the same; and (d) if you are a Donaldson iCue customer, you shall use the Donaldson System and Service only for your internal business needs and not for any third party use, and if you are a Customer Partner, you shall only use the Donaldson System and Service on behalf of, for the benefit of, and at the direction of the customer that granted you permission to access the Donaldson System and Service on their behalf. You agree not to use any automated or manual process to interfere with, modify, or attempt to interfere with or modify the Donaldson System and Service.

## 14. GENERAL PROVISIONS.

**a. ENFORCEMENT/CHOICE OF LAW/CHOICE OF FORUM.** All disputes regarding or relating to this Agreement shall be litigated solely in the state courts located in Hennepin County Minnesota or the federal courts located in Minnesota. You hereby irrevocably consent to non-exclusive jurisdiction and venue of these courts. You further acknowledge that Donaldson's rights in its Intellectual Property are of a special, unique, extraordinary character, giving those rights peculiar value, the unauthorized use, disclosure, or loss of which cannot be readily estimated and may not be adequately compensated for in monetary damages and that Donaldson may seek injunctive relief against you for any violation of its Intellectual Property. Every provision of this Agreement will be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision will be modified by that court of competent jurisdiction to be valid and enforceable while maintaining as close as possible the intent of the parties as indicated by the wording of this Agreement or, if the provision cannot be so modified, deemed severed from this Agreement, and all other provisions will remain in full force and effect. The laws of the State of Minnesota, excluding its conflicts of law rules, govern this Agreement and your use of the Donaldson System and Service. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement, nor does any enactment of the Uniform Computer Information Transactions Act.

**b. ENTIRE AGREEMENT/NO WAIVER.** This Agreement together with the information referred to or linked to by this Agreement, all of which are incorporated herein, sets forth the entire agreement and understanding between Donaldson and you regarding Donaldson System and Service and supersedes any prior representations, advertisements, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. You acknowledge that it has not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained in this Agreement. Any additional terms presented in the Donaldson quote for the Donaldson System and Service you purchased are hereby incorporated by reference and made a part of this Agreement, and in the event of any conflict between the terms in the applicable Donaldson quote and terms of this Agreement, the terms of the quote shall amend and supersede those conflicting in this Agreement. No additional or conflicting terms in any form, invoice, bill of lading, shipping document, order, purchase order, receipt or other document provided by you or any Donaldson authorized dealer shall operate to supersede, modify or amend any provisions of this Agreement, even if Donaldson has initialed, signed or otherwise acknowledged such document regardless of the timing of the execution or presentment of it in relation to the acceptance of this Agreement. The failure by Donaldson at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, will not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by Donaldson will not be deemed a continuing waiver, but will apply solely to the instance to which such waiver is directed.

**c. CORRECTION OF ERRORS AND INACCURACIES.** This Agreement may contain typographical errors or other errors or inaccuracies and may not be correct or current. Donaldson reserves the right to correct any errors, inaccuracies or omissions and to change or update this Agreement at any time without prior notice. Donaldson does not, however, guarantee that any errors, inaccuracies or omissions will be corrected.

**d. HEADINGS.** The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.

**e. NO JOINT VENTURE.** This Agreement shall not be construed as creating or constituting any partnership, joint venture or agency relationship between the parties.

**f. ASSIGNMENT AND RESALE.** Donaldson may assign its rights and obligations under this Agreement but your rights under this Agreement are not assignable or transferable. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

**g. FORCE MAJEURE.** The parties acknowledge and agree that either party shall be excused from any delay or failure in its performance hereunder caused by any disruption or slow speed of the Internet, break-downs of security or introduction of computer viruses (and the like) by third parties, any labor dispute, government requirement, act of God, or any other cause beyond its reasonable control. The parties shall use reasonable commercial efforts to cure any such failure or delay in performance arising from a force majeure condition, and shall timely advise each other of such efforts.