

## **Tennant Connected Services End User License Agreement**

This Tennant Connected Services End User License Agreement (this "**Agreement**") is a binding agreement between you (as defined below) and Tennant (as defined below). The Connected Services (as defined below) for which you have contracted (or may contract for in the future) are (or when contracted for in the future, will be) identified in a document labeled as an "order", "quote", "agreement" or similar term (as it may be amended or modified, "**Order Document**"). "**Connected Services**" means services (including Tennant's IRIS™ telemetry and fleet management services) that involve Tennant or any of its Affiliates (as defined below) (i) making available to you (through an online portal or otherwise) certain data relating to the operation, use, performance, servicing, maintenance and/or location of connected cleaning equipment manufactured by Tennant and/or its Affiliates, which data is collected from such connected cleaning equipment by such Connected Services, and/or (ii) using such data in connection with servicing, maintaining or repairing such cleaning equipment or otherwise performing our obligations under other agreements we have with you.

This Agreement governs your (i) subscription to such Connected Services and, if applicable, the related website(s) available to certain subscribers (the "**Website**") (the Website, when applicable, being part of the Connected Services), and (ii) the use of data that may be input, uploaded, forwarded, transferred or otherwise made available to Tennant or any of its Affiliates by you or persons acting on your behalf in relation to, or which is collected or transmitted from your connected cleaning equipment by or in connection with, the Connected Services ("**Service Data**").

"**Tennant**", "**we**", "**us**" or "**our**" means Tennant Sales and Service Company or Affiliate(s) (as defined below) that execute or otherwise agree to or accept the Order Document. "**You**" or "**your**" means collectively the other entity or entities executing or agreeing to or accepting the Order Document. "**Affiliate**" means any entity that, directly or indirectly, controls, is controlled by, or is under common control with, another entity.

BY YOU (A) CLICKING THE "ACCEPT" BUTTON, (B) EXECUTING AN ORDER DOCUMENT OR (C) ACCESSING OR USING THE CONNECTED SERVICES, YOU ACCEPT THIS AGREEMENT AND AGREE THAT YOU: (I) ARE LEGALLY BOUND BY ITS TERMS, ON BEHALF OF YOURSELF AND, IF APPLICABLE, ANY CORPORATION, GOVERNMENTAL ORGANIZATION OR LEGAL ENTITY ON WHOSE BEHALF YOU ARE ACTING, WITH RESPECT TO THE INITIAL TERM SPECIFIED IN THE ORDER DOCUMENT AND AT ANY OTHER TIME YOU HAVE ACCESS TO OR RECEIVE ANY CONNECTED SERVICES, (II) REPRESENT AND WARRANT THAT YOU ARE OF SUFFICIENT LEGAL AGE IN THE JURISDICTION IN WHICH YOU RESIDE TO ACCESS OR USE THE CONNECTED SERVICES, AND (III) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE CORPORATION, GOVERNMENTAL ORGANIZATION OR OTHER LEGAL ENTITY ON WHOSE BEHALF YOU ARE ACTING. IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT ACCESS OR USE THE CONNECTED SERVICES. YOU CONFIRM BY ACCEPTING THE TERMS OF THIS AGREEMENT AND/OR ACTIVATING AND/OR USING THE CONNECTED SERVICES THAT YOU ENTER INTO THIS AGREEMENT IN THE COURSE OF A BUSINESS AND NOT AS A CONSUMER.

1. Asset Management and Location Information. To provide certain features of the Connected Services, where available, we and our licensors will collect, use, process, transmit, and maintain Service Data, including certain diagnostic, use, operational and geographic location data relating to your connected cleaning equipment, together with information from your customer account, including information relating to model numbers, serial numbers, account identifiers, service and maintenance history, and any Personal Data (as defined below) that may be necessary or useful to provide the Connected Services, to fulfill the purposes of our various commercial agreements with you, or to improve our products or services. The type and amount of Service Data collected will vary by connected equipment type and may change at any time without notice. You hereby agree to our collection, use, storage, processing, transmission, and maintenance of such Service Data and the other rights with respect to Service Data granted to us in this Agreement.
2. Changing the Connected Services. We reserve the right to modify or terminate the Connected Services and/or your access to the Connected Services (or any part thereof), either temporarily or permanently, in our sole discretion. We may post on our website and/or will send an email to the primary address(es) associated with your customer account to provide notice of any material changes to the Connected Services. It is your responsibility to check for any such notices. You agree that we will not be liable to you or any third party for any modification or cessation of the Connected Services.
3. Availability of the Connected Services. The Connected Services, or any feature or part thereof, may not be available in all languages or in all countries and we make no representation that the Connected Services, or any feature or part thereof, is appropriate or available for use in any particular location. In addition, the Connected Services require use of communication methods like the internet, wireless communications, or other similar systems. You consent to such communications and waive any claims you may have against us or our Affiliates related to such communication methods. We are not responsible for the availability, safety, efficacy, or quality of such communication methods. Any location data provided by the Connected Services is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate, time-delayed, or incomplete location data may lead to death, personal injury, property, or environmental damage. We will use commercially reasonable efforts in providing the Connected Services, but neither we nor any of our licensors guarantees the availability, accuracy, completeness, reliability, or timeliness of location data or any other data displayed by the Connected Services.
4. Use of the Connected Services. Subject to your compliance with the terms of this Agreement, we hereby grant you a limited, non-exclusive, revocable, non-sublicensable, non-transferrable end user license during the term of this Agreement to use the Connected Services for your internal business purposes only and in accordance with this Agreement.
5. Restrictions on Use of the Connected Services. You will not use the Connected Services for any purposes beyond the scope of the access granted in this Agreement. You will not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Connected Services, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Connected Services; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Connected Services, in whole or in part; (iv) remove any

proprietary notices from the Connected Services; (v) use the Connected Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) use the Connected Services in association with any hazardous environment; or (vii) use the Connected Services for any competitive purposes that is to our disadvantage . You are responsible for your compliance and you will comply with all applicable laws in connection with your use of the Connected Services.

6. Software Updates. The Connected Services involve software that we make available to you (“**Software**”). The Software is licensed, not sold to you, and may need to be updated or modified from time to time in our sole discretion. You agree that we may remotely update or modify the Software on your connected cleaning equipment without any further notice or consent. If you do not want such updates, your remedy is to stop using the Connected Services. These Software updates or modifications may affect or erase data that you have stored in your connected cleaning equipment. We are not responsible for any affected or erased data due to a Software update or modification. We have no obligation to develop any updates at all for particular issues with the Connected Services.
7. Third Party Products and Open Source. If you access or use any third-party products or services in connection with the Connected Services, the terms governing or associated with those third-party products or services will apply with respect to such products and services, and we will not have any obligations or liabilities to the extent related to your access to or use of such third party products or services. We do not control or endorse third-party products or services and we are not responsible for any third-party products or services including their reliability, safety, or accuracy. The Connected Services may be provided together with, or otherwise contain, certain open source software components (“Open Source Components”) under their respective open source license agreements. You acknowledge and agree to the terms and conditions in any applicable license agreement for the Open Source Components and you agree to comply with all such terms and conditions.
8. Privacy. We may collect certain data and information about you and your users of the Connected Services, that are recognized under applicable law as “personal data, “personally identifiable information” or similar terms (“**Personal Data**”) in connection with this Agreement. If such collection occurs, our Privacy Policy (available at [www.tennantco.com/en\\_us/general-policies/privacy-policy.html](http://www.tennantco.com/en_us/general-policies/privacy-policy.html)) applies. Each party will comply with applicable privacy and data protection laws.
9. Service Data and Feedback. You retain all ownership or other rights over all Service Data subject to the rights and permissions granted to us herein. You hereby irrevocably grant us all such rights and permissions in or relating to Service Data as are necessary or useful to us, our Affiliates, or subcontractors to enforce this Agreement, to exercise our right, and to perform our obligations hereunder. We and our Affiliates have the right to copy, analyze, transfer, modify and otherwise use Service Data to provide, improve or develop our offerings (including new offerings). You have sole responsibility for obtaining all consents and permission (including providing notices to users or third parties) and satisfying all requirements necessary to permit our use of Service Data. Unless agreed in writing, we do not archive Service Data for your future use and may delete it in our discretion. You consent to any transfer of your Service Data outside of its country of origin.

10. Submissions. The Connected Services may have functionality allowing you to submit materials through the Connected Services such as forums, chatting, or message boards (“Submissions”). We have no control over and are not responsible for any misuse of your Submissions. You hereby irrevocably grant us all such rights and permissions in or relating to your Submissions as are necessary or useful to us, our Affiliates, or subcontractors to enforce this Agreement, to exercise our right, and to perform our obligations hereunder. We and our Affiliates have the right to copy, analyze, transfer, modify and otherwise use your Submissions to provide, improve or develop our offerings (including new offerings). You have sole responsibility for obtaining all consents and permission (including providing notices to users or third parties) and satisfying all requirements necessary to permit our use of your Submissions.
11. Intellectual Property. All right, title and interest, including all intellectual property rights (including copyrights, trademarks and patents), proprietary rights (including trade secrets and know-how), and moral rights (including rights of authorship and modification) throughout the world (“**IP Rights**”), in and to the Connected Services, the Website, and all derivative works, modifications and improvements, are retained by Tennant or its licensors and are our confidential information. We own all IP Rights that are: (i) developed or created by us or our Affiliates by processing or analysis of Service Data; or (ii) generated or identified through support, monitoring or other observation of your use of the Connected Services. The operation and performance of the Connected Services is our confidential information. If you provide suggestions, comments or feedback regarding the Connected Services we own all such information, and you hereby assign to us all right, title and interest in and to the same without restriction. We may use, copy, modify, publish, or redistribute the submission and its contents for any purpose and in any way without any compensation to you. We reserve all rights in and to the Product Software not expressly granted to you in this Agreement.
12. No Warranties. THE CONNECTED SERVICES AND WEBSITE ARE PROVIDED “AS IS” WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. WE ARE NOT RESPONSIBLE OR LIABLE FOR YOUR (OR YOUR USERS’) USE OF THE CONNECTED SERVICES, WEBSITE OR FOR INTERPRETATION OF OR ACCURACY OR COMPLETENESS OF THEIR OUTPUT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL CONDITIONS, WARRANTIES AND REPRESENTATIONS, INCLUDING NON-INFRINGEMENT, MERCHANTABILITY, LOSS OF DATA, LACK OF AVAILABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE CONNECTED SERVICES WILL MEET YOUR REQUIREMENTS, BE COMPATIBLE WITH YOUR TECHNOLOGY, OR THAT THEY WILL OPERATE WITHOUT INTERRUPTION, OR BE ERROR FREE OR FREE OF COMPUTER VIRUSES OR OTHER MALWARE. YOU ARE SOLELY RESPONSIBLE FOR, AND ASSUME ALL RISK RELATED TO THE PROPER OPERATION, SUPPORT AND MAINTENANCE OF PRODUCTS AND SERVICES USED IN CONNECTION WITH THE CONNECTED SERVICES OR WEBSITE.
13. Certain Limitations. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER DOCUMENT OR INSTRUMENT, (i) TENNANT WILL NOT BE LIABLE FOR (a) LOST PROFITS, REVENUES, LOSS DUE TO THE INABILITY OF THE CONNECTED SERVICES, GOODWILL, OPPORTUNITY OR ANTICIPATED SAVINGS; OR (b) INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR

CONSEQUENTIAL DAMAGES, AND (ii) TENNANT'S CUMULATIVE AND AGGREGATE LIABILITY ARISING FROM OR RELATING TO CONNECTED SERVICES WILL BE U.S. \$500. THE FOREGOING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW AND REGARDLESS OF WHETHER THE CLAIMS ARISE UNDER CONTRACT LAW, TORT LAW, WARRANTY LAW OR OTHERWISE. TENNANT SHALL NOT BE RESPONSIBLE FOR ANY COSTS FOR REPLACEMENT OR SUBSTITUTE GOODS OR SERVICES.

14. Confidentiality. Any information about our business, customers, products, or services disclosed to you is our confidential and/or proprietary information, and except as expressly provided in this Agreement, you may not disclose such information to any third parties.
15. Termination. Without prejudice to any other rights, we may terminate this Agreement if you fail to comply with the terms and conditions of this Agreement, fail to timely pay applicable fees or for any other reason, in each case without penalty to us. We may terminate this Agreement or suspend your access immediately without notice if we determine that it is reasonably necessary to prevent harm to us, our customers, or our technical infrastructure or if we reasonably believe you have failed to abide by the terms of this Agreement. In the event that we terminate this Agreement, we will not refund any fees paid. You will in all cases be responsible for payment to us of any outstanding balances accrued through the termination date. Sections 6 through 23 and those portions of this Agreement that by their nature should survive, survive termination or expiration of this Agreement.
16. Indemnification. You agree to indemnify, defend, and hold harmless us and our officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Connected Services, Website, the Service Data, your negligence or willful misconduct, or your breach of this Agreement.
17. Export Regulation. The Connected Services may be subject to U.S. export control laws, including the Export Control Reform Act and its associated regulations. You will not, directly or indirectly, export, re-export, or release the Connected Services to, or make the Connected Services accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You will comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Connected Services available outside the U.S.
18. U.S. Government Rights. The Connected Services are a commercial product, consisting of commercial computer software and commercial computer software documentation, as such terms are defined in 48 C.F.R. § 2.101. Accordingly, if you are an agency of the U.S. Government or any contractor therefor, you receive only those rights with respect to the Connected Services as are granted to all other end users under license, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other U.S. Government licensees and their contractors.

19. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.
20. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule. Any suit, action, or proceeding arising out of or related to this Agreement or the Application shall be instituted exclusively in the federal courts of the United States or the courts of the State of Minnesota in each case located in Hennepin County, Minnesota. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts, and you irrevocably consent to personal jurisdiction in such courts.
21. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE CONNECTED SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.
22. Entire Agreement. This Agreement, the applicable Order Document(s) and our Privacy Policy constitute the entire agreement between you and us with respect to the Connected Services and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Connected Services.
23. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and the Order Document(s) or any other potentially applicable purchase or other terms, the terms of this Agreement shall govern.
24. Interpretation. For purposes of this Agreement, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (y) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. To the extent any translation of this Agreement is prepared in another language, such translation shall be for convenience only and shall not affect the interpretation of this Agreement, and this Agreement in the English language shall control and prevail.
25. Changes. Tennant reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of the Connected Services. Any modifications or new or additional terms or conditions will be effective upon posting of them on the Website.

The updated Agreement will include the posting date that the modifications or new or additional terms or conditions became effective. If you do not agree with them, you must stop using the Connected Services and contact Tennant Support. Your continued use of the Connected Services will be deemed acceptance of such modifications and additional terms and conditions.