

CAT® ASSET INTELLIGENCE END USER AGREEMENT

Please read this Cat Asset Intelligence End User Agreement (“**Agreement**”) carefully. By clicking “I Agree” to this Agreement or by accessing or using the Digital Offering (as defined below), you consent to be bound by this Agreement.

This Agreement is between the entity designated in connection with the purchase or renewal of a Subscription (or if an entity is not designated, then the entity that you represent), and Caterpillar Inc., a Delaware corporation (“**Caterpillar**”). If such entity is an authorized Caterpillar dealer, such entity is referred to herein as “**Dealer**”, and if such entity is any entity other than an authorized Caterpillar dealer, such entity is referred to herein as “**Customer**.” Customer and Dealer are each referred to herein as “**you**” (as applicable). This Agreement concerns your access to or use of Cat Asset Intelligence and all related mobile applications, software downloads, services and APIs, as made generally available by Caterpillar during the Term as part of Cat Asset Intelligence, together with all content and data to the extent made available through any of the foregoing (collectively, “**Digital Offering**”). Cat Asset Intelligence provides for connectivity and data communication from and relating to Registered Assets (defined below) and enables remote monitoring and management of the Registered Assets.

BY CLICKING “I AGREE” TO THIS AGREEMENT, OR BY ACCESSING OR USING THE DIGITAL OFFERING, YOU AFFIRM THAT YOU ARE OF LEGAL AGE AND HAVE THE LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, SUCH AS THE COMPANY YOU WORK FOR, YOU REPRESENT TO CATERPILLAR THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ENTITY.

THIS AGREEMENT CONTAINS MANDATORY ARBITRATION OF DISPUTES PROVISIONS IN SECTION **ERROR! REFERENCE SOURCE NOT FOUND**. THAT REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

1. Digital Offering.

1.1. Right to Use. This Agreement sets forth the terms and conditions between you and Caterpillar with respect to your access to and use of the Digital Offering pursuant to Subscriptions purchased either directly from Caterpillar or from a dealer authorized to resell Subscriptions (“**Your Dealer**”). In the event of a conflict between the provisions of this Agreement and any separate Subscription Purchase Agreement between Customer and Your Dealer, the provisions of this Agreement shall control. Subject to the terms and conditions of this Agreement, including receipt of all data and information from you that are reasonably required for Caterpillar to provide the Digital Offering, Caterpillar grants you a limited, non-exclusive right and license to have Authorized Users access and use the Digital Offering solely in connection with the maintenance, service and operation of the Registered Assets, but not otherwise for the benefit of third parties. This right and license shall be pursuant to Subscriptions:

(a) if you are Customer: (i) purchased by you directly from Caterpillar under this Agreement; or (ii) purchased by you under a separate agreement between you and Your Dealer pursuant to which Your Dealer established the price and payment terms for the Subscription (“**Subscription Purchase Agreement**”); or

(b) if you are Dealer: (i) purchased by you under this Agreement for your own use with respect to your own Registered Assets; (ii) purchased by you under this Agreement for your use in connection with Subscriptions sold by you to third party end customers pursuant to your dealer agreement with Caterpillar (“**Dealer Agreement**”); or (iii) purchased by a third party end customer from an authorized Caterpillar Dealer other than you, if such third party end customer has designated you as an Authorized User under its Cat Asset Intelligence End User Agreements with Caterpillar (for so long as such Cat Asset Intelligence End User Agreements remain in effect).

Other than as expressly provided in this Agreement, Caterpillar and its licensors reserve all rights in and to the Digital Offering.

1.2. Updates; Availability of Features and Functions. Caterpillar may, at any time, modify, upgrade or release a new version of the Digital Offering, or any portion of its features and functions. Unless otherwise expressly and separately agreed by Caterpillar, any new version of the Digital Offering will be subject to the terms of this Agreement. If you do not wish to be subject to the terms of this Agreement with respect to such new version of the Digital Offering, you may terminate this Agreement in accordance with Section 12.2. Certain features and functions of the Digital Offering may be made available based on the specific configuration of Registered Assets or only for certain Subscription levels and, therefore, may not be made available to you as part of your Subscription level. Caterpillar reserves the right to introduce new features or functionality to the Digital Offering for your Subscription level. You may be required to pay additional fees to access or use newly added features or functionality. For the avoidance of doubt, telematics connectivity, fluid sampling services, inspections and other similar services are not provided under this Agreement; you will need to enter into separate agreements with Caterpillar or third parties in order to receive these and other services, such as those that generate data and information that is further processed in connection with the Digital Offering.

1.3. Evaluation Offerings. Caterpillar may provide the Digital Offering, and certain pre-release versions, features and functions of the Digital Offering, to you on a trial or evaluation basis (the “**Evaluation Offerings**”). With respect to any Evaluation Offerings, Caterpillar grants you (including Authorized Users) a limited, non-exclusive, revocable right and license to access and use the Evaluation Offerings during the Term on a trial basis, solely in a non-production capacity for your own internal testing and evaluation of the Evaluation Offerings. Notwithstanding anything to the contrary in this Agreement, Evaluation Offerings will not be subject to support or other obligations of Caterpillar, and are provided on an “AS IS”, “AS AVAILABLE” basis only. Caterpillar may terminate your right to access and use the Evaluation Offerings at any time, in its sole discretion, upon reasonable notice to you in accordance with Section 13.9. All restrictions, limitations and obligations relating to your access to and use of the Digital Offering set forth in this Agreement shall apply to your access to and use of the Evaluation Offerings.

1.4. Authorized Users. You agree that you are solely responsible for all access to and use of the Digital Offering by Authorized Users. You will ensure that all Authorized Users access and use the Digital Offering only in accordance with this Agreement. Without limiting the foregoing, you will enter a written agreement with consultants and contractors that you (or your Affiliates) establish as Authorized Users under which such consultants and contractors will agree to abide by the obligations applicable to them under this Agreement. You agree to be jointly and severally liable for all actions of Authorized Users related to their access to or use of the Digital Offering. Authorized Users shall have no rights of recourse against Caterpillar and are not third party beneficiaries hereunder. For purposes of this Agreement:

“**Affiliate**” means any legal entity that controls, is controlled by or is under common control with a party hereto (but only for so long as such control exists), where “control” means ownership of more than fifty percent (50%) of the equity or other interests entitled to vote in the election of directors or corresponding managing authority of the Affiliate; provided that if the percentage of control permitted under applicable Laws is below the foregoing percentage, then such percentage shall apply.

“**Authorized Users**” means your employees or the employees of your Affiliates, in each case who you authorize to access and use the Digital Offering, together with those of your and your Affiliates’ contractors and consultants performing services on your or your Affiliates’ behalf (respectively) that have entered into a written agreement with you whereby the consultant or contractor has agreed to abide by the restrictions, conditions and obligations applicable to them under this Agreement.

1.5. Acceptable Use. You will, and will cause all Authorized Users to: (a) adhere to all applicable Laws, and (b) use the Digital Offering only in accordance with the “**Acceptable Use Policy**” located in the Digital Offering (or at such other location as designated by Caterpillar from time to time), the current version of which is attached as Exhibit A.

1.6. Accounts. To access and use the Digital Offering, each Authorized User must follow Caterpillar’s log-in instructions (which may change from time to time). Caterpillar may provide each Authorized User with a username (for example, a Corporate Web Security ID) and require that each Authorized User create a password in order to access and use the Digital Offering. Authorized Users may also be required to provide Caterpillar with

certain registration information as requested by Caterpillar and to keep such information up to date. If you are purchasing a Subscription from Your Dealer pursuant to a Subscription Purchase Agreement, it may be necessary to work with Your Dealer (as defined in Section 1.1) to establish accounts for your Authorized Users to access and use the Digital Offering. Should Caterpillar have reasonable grounds to suspect that any information provided by an Authorized User to Caterpillar is fraudulent, inaccurate or incomplete (where such inaccuracy or incompleteness adversely impacts Caterpillar's ability to perform its obligations under this Agreement or subjects Caterpillar, its Affiliates, or any of their respective licensors, service providers, suppliers, subcontractors or distributors to additional obligations or liabilities), it shall have the right to suspend or terminate your (including all Authorized Users') right to access and use the Digital Offering immediately without notice. You are responsible for maintaining the confidentiality of all authentication credentials associated with your or Authorized Users' access to and use of the Digital Offering. You must promptly notify Caterpillar if you discover any possible misuse, loss or disclosure of your or Authorized Users' accounts or authentication credentials or any security incident related to the Digital Offering.

1.7. Registered Assets. The telematics systems associated with vessels owned, leased or otherwise controlled by you or, if you are Dealer, your third-party end customer may be enrolled in your or, if you are Dealer, your third party end customer's name under a Subscription (such registered vessels, "**Registered Assets**") in accordance with the policies and procedures made available by Caterpillar during the Term. Caterpillar may reject the enrollment of any Registered Asset if Caterpillar has reason to believe that: (a) you do not have adequate rights to enroll the Registered Asset in the Digital Offering; or (b) the Digital Offering does not support such Registered Asset. The Digital Offering may include functionality that allows you (including Authorized Users) to control the Registered Assets, including to remotely activate certain aspects of equipment associated with Registered Assets. Caterpillar, and its Affiliates and each of their licensors, service providers, suppliers, subcontractors and distributors are not responsible for any access to or use of such functionality, including by Authorized Users or other third parties or through use of any third party equipment. Any access to or use of such functionality is solely at your own risk. The Digital Offering does not prevent performance or maintenance issues with respect to the vessels or equipment associated with the Registered Assets. Accordingly, you and if you are Dealer, your third party end customers, remain exclusively responsible for the operation and maintenance of the vessels or equipment associated with the Registered Assets. The Digital Offering does not provide insurance for the vessels or equipment associated with the Registered Assets, is not an insurance product and does not replace regular maintenance of the vessels or equipment associated with the Registered Assets.

2. Subscriptions.

2.1. Dealer Sold Subscriptions.

(a) A subscription must have been purchased to enroll a Registered Asset in the Digital Offering. For purposes of this Agreement, "**Subscription**" means a term-based right to access and use the Digital Offering with respect to a Registered Asset that is enrolled for use as part of the Digital Offering. Unless expressly provided otherwise by Caterpillar, each Subscription shall be for a one (1) month term and shall automatically renew for successive one (1) month terms thereafter unless either party notifies the other of its intention not to renew the applicable Subscription at least thirty (30) days before the end of a Subscription term. The type, duration and other details regarding the Subscription are set forth in the ordering and subscription management process as designated by Caterpillar from time to time ("**Ordering Process**"). Subscription terms and details may be changed by Caterpillar in accordance with Section 13.19. Upon renewal of your Subscription, you may be required to accept a new agreement, a supplemental agreement or an amendment to this Agreement.

(b) If you are purchasing your Subscription through Your Dealer, all orders must be placed through Your Dealer, and the price of the Subscription and all terms and conditions for invoicing and payment with respect to such Subscription will be established by Your Dealer, except to the extent otherwise provided in Sections 8.2(b), 12.6 and 12.7. You will pay all amounts payable in respect of Subscriptions you purchase in accordance with Your Dealer's policies and separate agreement(s) between you and Your Dealer (including the Subscription Purchase Agreement).

(c) If you are Dealer, any Subscriptions for non-Affiliate third party end customers must be purchased from you under your Dealer Agreement and not under this Agreement. Notwithstanding the foregoing,

Dealer shall have no obligation to make a separate payment for a Subscription for enrollment of a Registered Asset if both: (i) the Registered Asset is enrolled pursuant to a Subscription that is purchased under a Dealer Agreement for a third party end customer to whom you have resold such Subscription; and (ii) such third party end customer has entered into a Cat Asset Intelligence End User Agreement with Caterpillar that remains in effect.

2.2. Billing and Payment for Caterpillar Sold Subscriptions. This Section 2.2 is only applicable if you are purchasing a Subscription directly from Caterpillar under this Agreement.

(a) **Billing.** Caterpillar may invoice you on a monthly, quarterly or annual basis in arrears, depending on the type of Subscription, as specified in the Ordering Process. All payments made hereunder to Caterpillar are non-refundable, unless otherwise provided by Caterpillar and except to the extent prohibited by applicable Laws. Under no circumstances will Caterpillar be obligated to issue a credit to you, including in the event of an expiration, termination, disablement or cancellation of a Subscription or expiration or termination of this Agreement (unless otherwise required by applicable Laws).

(b) **Payment.** You will pay all amounts payable under this Agreement when due, including all fees for Subscriptions that you purchase. Caterpillar will issue invoices to you. Each invoice will identify the fees payable by you in accordance with the pricing applicable to each Subscription. All amounts due under this Agreement will be due the day of the month specified in the invoice or otherwise designated by Caterpillar. Payments must be remitted to the account identified, and are due in the currency stated, in the invoice.

(c) **Taxes.** You will be responsible, as required under applicable Laws, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on you upon or with respect to the transactions and payments under this Agreement. All fees payable by you are exclusive of applicable taxes and duties, including VAT, HST/GST, excise taxes, sales and transactions taxes, and gross tax receipts ("**Indirect Taxes**"). Caterpillar may charge, and you will pay all Indirect Taxes that Caterpillar is legally obligated or allowed to collect from you. You will provide all information to Caterpillar as reasonably required to determine whether Caterpillar is obligated to collect Indirect Taxes from you under any applicable Laws. Caterpillar will not collect, and you will not pay, any Indirect Tax for which you furnish Caterpillar a properly completed exemption certificate or a direct payment permit certificate for which you may claim an available exemption from such Indirect Tax. All payments made by you to Caterpillar under this Agreement will be made free and clear of any withholding or deduction for taxes. If any taxes (for example, international withholding taxes) are required to be withheld on any payment, you will pay additional amounts as necessary so that the net amount received by Caterpillar is equal to the amount then due and payable under this Agreement.

(d) **Late Payment.** Caterpillar may suspend your (including all Authorized Users') access to the Digital Offering if you fail to make any payments by the applicable due date. Any payments not received by the due date will accrue late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by applicable Laws, whichever is lower. In addition, Caterpillar may, without waiving any other rights or remedies to which it may be entitled, take any one or more of the following actions: (a) not accept additional orders from you; (b) suspend or terminate its provision of the Digital Offering to you; and (c) seek collection of all amounts due, including reasonable attorney or legal fees, expenses and costs of collection. Caterpillar will have no liability to you for any such suspension or termination or for any refusal of additional orders. Except to the extent prohibited by applicable Laws, you may not withhold payment or take deductions from any invoice amount, including for returns, rebates, price adjustments, billing errors, shipping claims, handling fees, allowances, remittance costs and other charges.

(e) **Currency Control.** You represent and warrant that no currency control Laws prevent the payment to Caterpillar of any sums due under this Agreement. In the event that any such Laws come into effect such that payment in United States Dollars is not permitted, you will notify Caterpillar immediately, and if so instructed by Caterpillar, deposit all monies due to Caterpillar to the account of Caterpillar or its Affiliate in a local bank of Caterpillar's choice.

3. Jurisdictional Issues. The Digital Offering is controlled and operated from the United States and is not intended to subject Caterpillar to any jurisdiction or Laws other than the jurisdictions and Laws of the United States. The Digital Offering may not be appropriate or available for use in some non-U.S. jurisdictions.

4. User Submissions. The Digital Offering may permit you (including Authorized Users) to make available certain information or materials through or in connection with the Digital Offering (each, a “**User Submission**”), including the Digital Offering’s interactive services, such as knowledge articles, message boards and other forums, and chatting, commenting and other messaging functionality (each such interactive service, an “**Interactive Service**”). You agree that Caterpillar does not control and is not responsible for any User Submissions, the use or misuse (including any distribution) by any third party of User Submissions, or for any of your (including Authorized Users’) interactions with other Digital Offering users. Upon your reasonable, written request, Caterpillar will take commercially reasonable efforts to remove any inaccurate or objectionable User Submissions from the Interactive Services. Without limiting the foregoing, you understand and agree that you may be exposed to User Submissions that are inaccurate, inappropriate for children or otherwise objectionable, and you agree that Caterpillar will not be liable for any such User Submissions. If you (including Authorized Users) choose to make any of your Personal Information or other information publicly available through the Digital Offering, you (including Authorized Users) do so at your (including Authorized Users’) own risk.

5. Digital Offering Information.

5.1. Collection of Registered Asset Data and Other Data.

(a) You acknowledge and agree that Caterpillar collects, transmits and processes (and may have collected, transmitted and processed prior to you entering into this Agreement) information relating to the Digital Offering and the use of Registered Assets (collectively, “**Digital Offering Information**”) as further described in [Caterpillar’s Data Governance Statement](#), [Caterpillar’s Global Data Privacy Statement](#), and the specific Privacy Notice applicable to the Digital Offering (collectively, the “**Data Governance Documents**”). Digital Offering Information may include System Data, Operations Data, Personal Information and Location Data, each as defined and described in the Data Governance Documents. Except for Authorized User account information, you acknowledge and agree that, to Caterpillar, the Digital Offering Information is not Personal Information and the Digital Offering Information is not intended to be Personal Information.

(b) Digital Offering Information includes information (including data analytics and insights): (i) collected from Registered Assets, (ii) collected from other sources (whether provided by third parties or Caterpillar) that make such information available to the Digital Offering; (iii) information (including data analytics and insights) derived from or relating to access to or use of the Digital Offering; and (iv) information collected independent of the Digital Offering.

(c) You (including Authorized Users) consent to the collection, storing, processing, use, sharing and disclosure of all Digital Offering Information, regardless of whether collected prior to you entering into this Agreement or thereafter, in accordance with the Data Governance Documents. The Data Governance Documents may change from time to time, so review them with regularity and care. If the Data Governance Documents materially change, Caterpillar will notify you by indicating in the Digital Offering, in accordance with Section 13.9 or by other reasonable means. Specific information collected, transmitted and processed may change over time and vary based on, among other things, the Registered Assets, the telematics hardware installed on the Registered Assets (and the configuration of such hardware), the version of the Digital Offering and as detailed in the Data Governance Documents.

5.2. Use and Disclosure of Digital Offering Information. You hereby grant to Caterpillar and its Affiliates, and each of their respective licensors, service providers, suppliers, subcontractors and distributors a non-exclusive, worldwide, perpetual, paid-up, right and license, including the right to grant and authorize sublicenses through multiple levels, to access, use, process, manipulate, modify, compile with other data or works and/or create derivative works of Digital Offering Information in accordance with the Data Governance Documents. You understand and agree that Digital Offering Information may be transmitted to and processed in countries that have different data protection Laws than in the country in which you have your principal place of business. Caterpillar does not assume any obligations with respect to Digital Offering Information, other than as expressly set forth in this Agreement or as required by applicable Laws.

5.3. Submitted Digital Offering Data. For purposes of this Agreement, “**Submitted Digital Offering Data**” means all Digital Offering Information that you submit or otherwise make available to Caterpillar under this Agreement. Your rights to Submitted Digital Offering Data shall remain subject to any restrictions or terms that apply to Submitted Digital Offering Data under any other agreement you have with Caterpillar or any third party, and Caterpillar does not make any representations or warranties with respect to such data under this Agreement. You represent, warrant and covenant that (a) you have secured and will maintain all rights, and have obtained and provided all required notices and obtained all legally required consents, necessary to make available Submitted Digital Offering Data (including all Personal Information therein) to Caterpillar, its Affiliates and their respective licensors, service providers, suppliers, subcontractors and distributors and to enable such entities to provide the Digital Offering in accordance with this Agreement, and to exercise the rights and licenses granted hereunder, without violating the rights of any third party or otherwise obligating Caterpillar to you or to any third party, and (b) you are solely responsible for all Submitted Digital Offering Data, including: (i) the accuracy, integrity, quality, legality, reliability, and appropriateness of Submitted Digital Offering Data; (ii) creating and maintaining backups and copies of all Submitted Digital Offering Data, including for use in the event of a disaster or loss of Submitted Digital Offering Data stored in the Digital Offering; and (iii) adopting procedures to identify and correct errors and omissions in Submitted Digital Offering Data and correcting such errors and omissions. Without limiting the foregoing, to the extent that you can identify an individual using the Digital Offering Information and you make the information relate to such individual, you agree to comply with all Laws applicable to the use of such information (e.g., data privacy, data security, employment, etc.) and you are solely responsible to determine the means, purpose, and sufficiency of such data for such use. If you are Dealer, with respect to those portions of Submitted Digital Offering Data made available to you by a third party end customer with respect to such third party end customer’s Registered Assets, the obligations imposed by the immediately preceding sentence shall be deemed to have been met for so long as such third party end customer has entered into a Cat Asset Intelligence End User Agreement directly with Caterpillar that remains in effect.

5.4. Telematics Devices. Transmission of information using a telematics device (including cellular, satellite, local area networks and other similar systems) may be subject to legal requirements (including with respect to radio frequency use authorization) that may vary from location to location. You agree to comply with all legal requirements relating to transmission of information using telematics devices, including limiting use of any such device to those locations where all legal requirements for the use of the device and related communications networks have been satisfied. Except to the extent prohibited by applicable Laws, Caterpillar disclaims all liability related to any failure to comply with any legal requirements relating to transmission of information using telematics devices. If Caterpillar discovers any such non-compliance, Caterpillar may discontinue the transmission of information from that Registered Asset.

5.5. Remote Updates to Digital Offering. To the extent not prohibited by applicable Laws, Caterpillar may perform remote diagnostics and make available remote software updates and upgrades to the Digital Offering. You acknowledge and authorize Caterpillar to remotely access, program and install updates and upgrades to the Digital Offering in accordance with the Data Governance Statement. Caterpillar cannot guarantee that user preferences and configuration settings that have been established by Customer or its Authorized Users will be preserved following an update to the Digital Offering, whether performed remotely or otherwise.

5.6. Communication Systems; Risk of Interception. Some features of the Digital Offering require use of various communications systems, such as telematics wireless communications carriers, satellite-based communication systems, internet service providers and other similar systems. Caterpillar uses various technologies and processes designed to secure communications within Caterpillar-provided communications systems; however, you recognize that such communication methods have an inherent risk of interception and/or interference and, therefore, may not be secure. You hereby consent to such communications and waive any claims that you may have against Caterpillar with respect to such communication. Caterpillar has no responsibility for the availability, quality or performance of communications services or equipment furnished by third-party communication carriers.

5.7. Legal Requests. If Caterpillar or its Affiliates receive any order, demand, warrant, or any other document requesting or purporting to compel the production of Personal Information in the Submitted Digital Offering Data (including, for example, by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demands or other similar processes), Caterpillar or its Affiliates

will promptly notify you (to the extent permissible under applicable Laws), so that you may, at your own expense, exercise such rights as you may have under applicable Laws to prevent or limit such disclosure. Notwithstanding the foregoing, Caterpillar or its Affiliates (as applicable) will exercise commercially reasonable efforts to prevent and limit any such disclosure and to otherwise preserve the confidentiality of Personal Information in the Submitted Digital Offering Data and will cooperate with you with respect to any action taken with respect to such request, complaint, order or other document, including to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to such Personal Information.

5.8. Receipt, Archival and Retrieval of Data. Caterpillar reserves the right to refuse to accept any Digital Offering Information that you may provide. Upon termination or expiration of this Agreement, Caterpillar will close your account, and you will have ninety (90) days to obtain a copy of your Submitted Digital Offering Data to the extent that such Submitted Digital Offering Data is in Caterpillar's possession. Data made available to you will be in the form in which it was made available to Caterpillar or in such other form or format as Caterpillar establishes from time to time. Unless otherwise agreed by Caterpillar, after this period of time has elapsed, you will no longer be able to retrieve any Submitted Digital Offering Data associated with your account. Notwithstanding the foregoing, you acknowledge that Caterpillar has no responsibility for the deletion or failure to store any Digital Offering Information.

5.9. Breach Notification. Caterpillar will comply with all breach notification Laws applicable to Caterpillar pertaining to (a) Personal Information provided to Caterpillar by you (including Authorized Users), and (b) if you are Dealer, Personal Information provided to Caterpillar by your third party end customers.

6. Confidentiality. You acknowledge and agree that the Digital Offering (excluding Submitted Digital Offering Data), Digital Offering Background IP, and the terms and conditions of this Agreement are the confidential and proprietary information of Caterpillar and/or its Affiliates and their respective Affiliates, licensors, service providers, suppliers, subcontractors and distributors ("**Confidential Information**"). You agree (a) to protect Confidential Information from unauthorized dissemination and use, (b) to use Confidential Information only for the performance of this Agreement and the exercise of any rights granted to you under this Agreement, (c) not to disclose any Confidential Information to any of your employees, agents, contractors or any other individuals except to Authorized Users, and other employees and contractors, each of whom are under confidentiality obligations no less restrictive than the requirements of this Section 6, and (d) not to remove or destroy any proprietary or confidential legends or markings placed upon or contained within the Confidential Information. You will not be liable for disclosure of Confidential Information which: (i) you already knew without an obligation to maintain the information as confidential; (ii) you received from a third party without breach of an obligation of confidentiality owed to Caterpillar or its Affiliates or their respective licensors, service providers, suppliers, subcontractors and distributors; (iii) you independently developed; or (iv) becomes publicly known other than through your wrongful act.

7. Third Party Software/Services; Data Exchange.

7.1. Third Party Software/Services. The Digital Offering may come bundled together with third party (non-Caterpillar-branded) software or services ("**Third Party Software/Services**"). Caterpillar will use commercially reasonable efforts to identify such Third Party Software/Services in the Digital Offering Documentation. You acknowledge that your access to or use of any such Third Party Software/Services may be governed by additional third party terms or policies, including privacy policies. Without limiting the foregoing, you agree to the third party terms and conditions (if any) located in the Digital Offering (or at such other location as designated by Caterpillar from time to time). Caterpillar is not responsible for, and expressly disclaims, any liability in connection with any Third Party Software/Services or your (including Authorized User's) access or use thereof.

7.2. Third-Party Data Exchange. The Digital Offering may permit you to initiate the communication, transfer and exchange of certain Digital Offering Information between the Digital Offering and certain assets, devices or systems approved by Caterpillar for use in connection with the Digital Offering ("**Third-Party Systems**"). Caterpillar does not exercise control over the form or quality of any data or information (including the Digital Offering Information) generated by or transmitted to the Third-Party Systems, including through APIs not exposed by Caterpillar. Therefore, you agree to the following:

(a) You accept all limitations in the display and use of all data and information imported via Third-Party Systems; and

(b) Caterpillar may restrict the volume and type of information transmitted to and from the Digital Offering if Caterpillar believes that such volume or type of information may adversely affect the performance of Caterpillar's systems, Third-Party Systems, or the Digital Offering.

7.3. MySQL and PI. Third Party Software includes MySQL Standard Edition by Oracle Corporation ("MySQL") and PI Server and PI Visualization Suite ("PI") by OSISoft, LLC. Oracle Corporation and OSISoft, LLC retain all ownership and intellectual property rights of their respective software products embedded in the AI Services. Your use of MySQL and PI is solely for your internal business operations and all restrictions and waivers under this Agreement shall apply to MySQL and PI (by way of example, the Acceptable Use Policy equally apply to Caterpillar, OSISoft, LLC and Oracle Corporation as applicable). Each of Oracle Corporation and OSISoft, LLC are designated as a third party beneficiary to this Agreement and may enforce the provisions of this Agreement as if it were a party hereto. Except as provided in the foregoing sentence, this Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

8. Indemnity Obligations.

8.1. Your Indemnity Obligations. Upon written request of Caterpillar, you will, at Caterpillar's option, defend and/or settle at your cost and expense any third party claim, suit, action or proceeding ("**Claim**") brought against Caterpillar, its Affiliates, or their respective directors, officers, employees, agents, licensors, service providers, suppliers, subcontractors, distributors or Dealers (other than Dealer) (individually and collectively, the "**Caterpillar Indemnified Party(ies)**") arising from or relating to (a) your (including Authorized Users') access to or use of the Digital Offering in breach of any provision of this Agreement, (b) any allegation that any information, materials or content that you submit or otherwise make available under this Agreement (including, all Submitted Digital Offering Data and your User Submissions) infringe, misappropriate or violate the intellectual property or other rights of a third party, or (c) if you are Dealer, any Claim brought by a third party end customer against a Caterpillar Indemnified Party, other than to the extent that such Claim (i) is a Caterpillar Indemnified Claim, or (ii) directly results from a breach by Caterpillar of such third party end customer's Cat Asset Intelligence End User Agreement (each Claim under (a), (b) or, if applicable, (c), a "**Dealer/Customer Indemnified Claim**"), and, in each case you will pay all damages finally awarded and settlement amounts entered into to the extent based upon such a Claim. Upon your request and at your cost and expense, Caterpillar shall provide you with reasonable assistance with respect to the defense and/or settlement of such Claim.

8.2. Caterpillar's Indemnity Obligations.

(a) Caterpillar will defend and/or settle at its cost and expense any Claim brought against you (the "**Dealer/Customer Indemnified Party**") alleging that the Digital Offering infringes any U.S. patents or U.S. registered copyrights ("**Caterpillar Indemnified Claim**"). Caterpillar will pay all damages finally awarded and settlement amounts entered into to the extent based upon a Caterpillar Indemnified Claim. Notwithstanding the foregoing, Caterpillar shall not be required to defend and/or settle any (i) Dealer/Customer Indemnified Claim, or (ii) Claim that arises out of or in connection with: (A) any access to or use of the Digital Offering other than in adherence to this Agreement; (B) use of other than the then-current, unaltered version of the Digital Offering; (C) use, modification, operation or combination of the Digital Offering with non-Caterpillar software programs, data, equipment or documentation if such infringement would have been avoided but for such use, modification, operation or combination; (D) compliance with your (including Authorized Users') designs, specifications or instructions; or (E) any Third Party Software/Services or Open Source Components.

(b) If the Digital Offering becomes (or in Caterpillar's reasonable opinion is likely to become) the subject of a Caterpillar Indemnified Claim, Caterpillar shall have the right, at its sole option, to obtain for you the right to continue using the Digital Offering or to replace or modify the Digital Offering so that it is no longer infringing. If neither of the foregoing options is reasonably available to Caterpillar, then Caterpillar may terminate your access to or use of the Digital Offering and (i) if you are purchasing a Subscription directly from Caterpillar under this Agreement, Caterpillar's sole liability shall be to refund to you a pro-rata portion of any prepaid fees for

Subscriptions that were otherwise to be in effect after the effective date of termination (such refunded amount, computed using straight-line depreciation on a month-to-month basis over the Subscription term, a “**Pro-Rata Refund**”), and (ii) if you are Customer purchasing a Subscription from Your Dealer and not from Caterpillar directly, then your sole remedy shall be for Your Dealer provide a Pro-Rata Refund. Upon Caterpillar’s request and solely at Caterpillar’s expense, you shall provide Caterpillar with reasonable assistance with respect to Caterpillar’s defense and/or settlement of such Claim.

8.3. Entire Liability. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAWS, THE FOREGOING CONSTITUTES THE ENTIRE LIABILITY OF EITHER PARTY, ITS AFFILIATES AND THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, SUPPLIERS, SUBCONTRACTORS AND DISTRIBUTORS, AND THE OTHER PARTY’S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT, MISAPPROPRIATION OR OTHER VIOLATION OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS RELATING TO THE SUBJECT MATTER HEREOF.

8.4. Process. The Caterpillar Indemnified Party or the Dealer/Customer Indemnified Party (as applicable) will promptly notify the indemnifying party of any Claim subject to this Section 8, provided, however, that any such failure to notify will not relieve the indemnifying party of its indemnification obligations under this Section 8 unless, and only to the extent that, the indemnifying party can demonstrate that it was prejudiced by such failure. The Caterpillar Indemnified Party or the Dealer/Customer Indemnified Party (as applicable) shall give the indemnifying party full control and authority over, and reasonable assistance in connection with, the defense and settlement of the applicable Claim, except that: (a) no settlement requiring the Caterpillar Indemnified Party or the Dealer/Customer Indemnified Party (as applicable) to admit liability, or to pay any money or otherwise take on any obligation may be made without the prior written consent of the Caterpillar Indemnified Party or the Dealer/Customer Indemnified Party (as applicable), such consent not to be unreasonably withheld or delayed; and (b) the Caterpillar Indemnified Party or the Dealer/Customer Indemnified Party (as applicable) may join in the defense with the indemnified party’s own counsel at the indemnified party’s own cost and expense.

9. Intellectual Property Rights.

9.1. Reservation of Rights. Except as expressly granted herein, neither party is granted any rights or licenses, whether express or implied, under the other party’s intellectual property rights. The Digital Offering is licensed, not sold. References in this Agreement to the “purchase” or “sale” of Subscriptions refer to the licenses to access and use the Digital Offering hereunder. Nothing in this Agreement will be deemed to grant to you an ownership interest in any intellectual property rights in or to any of the Digital Offering.

9.2. Intellectual Property Rights. Except as expressly provided herein, you and your licensors and suppliers retain all of your and their respective right, title and interest (including intellectual property rights) in and to any technology you or they created (whether before or after this Agreement went into effect), provided that it was not created in connection with this Agreement and was created without use of or access to the Digital Offering. Except as expressly provided herein, Caterpillar, its Affiliates and each of their respective licensors and suppliers retain all of their respective right, title and interest in and to the Digital Offering and all intellectual property rights in or pertaining to the Digital Offering or its use (“**Digital Offering Background IP**”). Examples of Digital Offering Background IP include, but are not limited to, the design, structure, selection, coordination, expression, “look and feel” and arrangement of the Digital Offering and all processes, tools, software, technology, confidential information and trade secrets pertaining to the Digital Offering, together with any custom developments created or provided in connection with or related to this Agreement. You have no right to, and will not, create any modifications, extensions, or derivatives (including derivative works) of any of the Digital Offering Background IP nor to derive any technology from Digital Offering Background IP (such modifications, extensions, derivatives (including derivative works) and technology, collectively “**Derivatives**”). You therefore agree not to create any Derivatives. If any Derivatives are created, notwithstanding the restrictions set forth above, you will and hereby do assign to Caterpillar irrevocably and without further consideration, all right, title and interest in and to such Derivatives and all intellectual property rights pertaining thereto in the United States and in any other country. Except to the extent prohibited by applicable Laws, if and to the extent that any Derivatives or any intellectual property rights pertaining thereto are not so assignable by you to Caterpillar, you will and hereby do grant to Caterpillar an unrestricted, perpetual, irrevocable, non-terminable, transferable, worldwide, exclusive license (including the right to grant and authorize sublicenses through multiple levels) to any Derivatives and all

intellectual property rights pertaining thereto for any and all purposes and in any and all media, whether alone or together or as part of any material of any kind or nature, and waive all moral and similar rights thereto.

9.3. Feedback. If you (including Authorized Users) provide any ideas, proposals, suggestions or other materials ("**Feedback**"), whether related to the Digital Offering or otherwise, such Feedback will be deemed a User Submission, and you (including Authorized Users) hereby acknowledge and agree that such Feedback is not confidential, and that your provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place Caterpillar under any fiduciary or other obligation. In addition, by submitting Feedback, you (including Authorized Users) hereby grant to Caterpillar a non-exclusive, perpetual, irrevocable, non-terminable, transferable, worldwide right and license (including the right to grant and authorize sublicenses through multiple levels) to such Feedback and all intellectual property rights pertaining thereto for any and all purposes and in any and all media, whether alone or together or as part of any material of any kind or nature, and you waive all moral and similar rights in connection therewith. Any disclosure of such Feedback by Caterpillar to third parties (other than to Caterpillar's Affiliates and Caterpillar's and its Affiliates' licensors, service providers, suppliers, subcontractors or distributors) shall not attribute the Feedback to you (including any Authorized Users).

9.4. Trademarks. All trademarks that appear throughout the Digital Offering belong to Caterpillar, or the respective owners of such marks, and are protected by U.S. and international trademark and copyright Laws. Any use of any of the marks without the express written consent of Caterpillar or the owner of the mark, as appropriate, is strictly prohibited.

10. Limited Warranty.

10.1. Limited Warranty. Subject to the terms and conditions of this Agreement, including receipt of all data and information from you reasonably required for Caterpillar to provide the Digital Offering, Caterpillar warrants to you that the Digital Offering shall conform in all material respects with Caterpillar's published specifications and user documentation for the Digital Offering located in the Digital Offering (or at such other location as designated by Caterpillar from time to time) ("**Digital Offering Documentation**"). Except to the extent prohibited by applicable Laws, Caterpillar's sole obligation, and your sole and exclusive remedy, for breach of the foregoing warranty shall be that Caterpillar shall make commercially reasonable efforts to correct the non-conforming functionality of the Digital Offering without charge.

10.2. Disclaimers. EXCEPT AS PROVIDED IN SECTION 10.1, CATERPILLAR AND ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, SUPPLIERS, SUBCONTRACTORS AND DISTRIBUTORS (THE "**CATERPILLAR PARTIES**") PROVIDE NO WARRANTIES OR CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, NONE OF THE CATERPILLAR PARTIES PROVIDE ANY WARRANTY THAT THE DIGITAL OFFERING WILL BE FREE FROM ERRORS OR INTERRUPTION (INCLUDING INTERRUPTIONS DUE TO CYBERATTACKS OR MALICIOUS CODE OR OTHERWISE) OR BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE NOT EXPLICITLY SPECIFIED IN THE DIGITAL OFFERING DOCUMENTATION FOR THE APPLICABLE SUBSCRIPTION. THE CATERPILLAR PARTIES DISCLAIM ANY RESPONSIBILITY FOR ANY HARM RESULTING FROM YOUR (INCLUDING AUTHORIZED USERS') ACCESS OR USE OF THE DIGITAL OFFERING. YOU AGREE THAT YOUR (INCLUDING AUTHORIZED USERS') ACCESS OR USE OF THE DIGITAL OFFERING IS AT YOUR (AND THEIR) OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR INFORMATION SYSTEMS OR ASSETS OR LOSS OF DATA THAT RESULTS FROM SUCH ACCESS OR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG SUCH WARRANTIES LAST, SO THE EXCLUSIONS OR LIMITATIONS IN THIS SECTION 10.2 MAY NOT APPLY TO YOU. NOTWITHSTANDING YOUR (INCLUDING AUTHORIZED USERS') ACCESS TO AND USE OF THE DIGITAL OFFERING AND REGARDLESS OF ANY INFORMATION PROVIDED THROUGH THE DIGITAL OFFERING (WHETHER ACCURATE OR INACCURATE) REGARDING THE OPERATION, MAINTENANCE OR PERFORMANCE STATUS OF THE REGISTERED ASSETS, YOU AND, IF YOU ARE DEALER, YOUR THIRD PARTY END CUSTOMERS ARE SOLELY RESPONSIBLE FOR, AND ASSUME ALL RISK RELATED TO, THE PROPER OPERATION, SUPPORT AND MAINTENANCE OF THE REGISTERED ASSETS. THE FOREGOING EXCLUSIONS AND LIMITATIONS ARE NOT INTENDED TO APPLY TO: (A) DEATH OR BODILY INJURY TO THE EXTENT DIRECTLY CAUSED BY A CATERPILLAR PARTY'S GROSS NEGLIGENCE; OR (B) FRAUD OR WILLFUL MISCONDUCT. THE DIGITAL

OFFERING IS NOT INTENDED TO PROVIDE ANY EMERGENCY, MISSION CRITICAL OR SAFETY RELATED FUNCTIONALITY AND YOU SHALL NOT USE THE DIGITAL OFFERING IN THAT MANNER. CATERPILLAR DOES NOT GUARANTEE ANY RESULTS, OR THE ACCURACY OF ANY RESULTS, THAT YOU MAY OBTAIN FROM THE DIGITAL OFFERING.

11. Limitation of Liability.

11.1. Limitation; Damages Cap. EXCEPT FOR THE PARTIES' RESPECTIVE OBLIGATIONS UNDER SECTION 1.1 (RIGHT TO USE), SECTION 1.5 (ACCEPTABLE USE), SECTION 5.1 (COLLECTION OF REGISTERED ASSET DATA AND OTHER DATA), SECTION 5.3 (SUBMITTED DIGITAL OFFERING DATA), SECTION 6 (CONFIDENTIALITY), SECTION 8 (INDEMNITY OBLIGATIONS), AND SECTION 9 (INTELLECTUAL PROPERTY RIGHTS), (a) NONE OF THE CATERPILLAR PARTIES WILL BE LIABLE TO YOU, NOR WILL YOU OR ANY OF YOUR AFFILIATES, LICENSORS, SERVICE PROVIDERS, SUPPLIERS, SUBCONTRACTORS OR DISTRIBUTORS BE LIABLE TO CATERPILLAR, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY (i) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, (ii) LOSS OF PROFITS, REVENUES, DATA, CUSTOMERS, OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS OR GOODWILL, OR (iii) UNAVAILABILITY OF THE DIGITAL OFFERING. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO THE EXTENT SUCH DISCLAIMERS ARE PROHIBITED BY APPLICABLE LAW, AND (b) EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAWS, THE AGGREGATE LIABILITY OF THE CATERPILLAR PARTIES, ON THE ONE HAND, OR YOU AND YOUR RESPECTIVE AFFILIATES, LICENSORS, SERVICE PROVIDERS, SUPPLIERS, SUBCONTRACTORS OR DISTRIBUTORS, ON THE OTHER HAND, UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNTS (i) IF YOU ARE PURCHASING A SUBSCRIPTION DIRECTLY FROM CATERPILLAR UNDER THIS AGREEMENT, PAID BY YOU TO CATERPILLAR UNDER THIS AGREEMENT, OR (ii) IF YOU ARE CUSTOMER PURCHASING A SUBSCRIPTION UNDER A DEALER PURCHASE AGREEMENT, PAID BY YOU TO YOUR DEALER UNDER THE DEALER PURCHASE AGREEMENT, IN EACH CASE DURING THE TWELVE (12) MONTHS PRECEDING THE DATE OF LAST CAUSE OF ACTION TO ARISE HEREUNDER. FOR CLARITY, THE FOREGOING CONSTITUTES A CUMULATIVE CAP THAT IS APPLIED TO ALL CAUSES OF ACTION HEREUNDER AND IS NOT TO BE APPLIED ON A CLAIM-BY-CLAIM BASIS.

11.2. No Exclusion or Limitation of Liability. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS A PARTY'S LIABILITY TO THE OTHER PARTY FOR: (A) DEATH OR BODILY INJURY TO THE EXTENT DIRECTLY CAUSED BY A PARTY'S GROSS NEGLIGENCE; OR (B) FRAUD OR WILLFUL MISCONDUCT.

12. Term, Termination and Suspension.

12.1. Term. Unless earlier terminated in accordance with this Section 12, this Agreement will remain in effect until the last expiration or termination of your Subscriptions (the "**Term**").

12.2. Termination by You. You may terminate (a) any or all of your Subscriptions for any reason or for no reason by cancelling such Subscriptions via the Ordering Process at any time, or (b) this Agreement for any reason or for no reason by providing ten (10) days' prior written notice to Caterpillar in accordance with Section 13.9.

12.3. Termination for Breach. Either party may terminate this Agreement upon written notice to the other party if the other party is in material breach of this Agreement and does not cure such breach within thirty (30) days after delivery of a written notice of such breach by the non-breaching party stating its intent to terminate. In addition, Caterpillar may immediately terminate or suspend this Agreement and any or all Subscriptions: (a) if you are Dealer, if you are in breach of the Dealer Agreement, or (b) if you are purchasing a Subscription from Your Dealer under a Subscription Purchase Agreement, if Your Dealer notifies Caterpillar of your nonpayment of any fees payable in accordance with Section 2.1.

12.4. Termination for Insolvency. Either party may terminate this Agreement by providing written notice to the other party in accordance with Section 13.9 if such other party (a) becomes insolvent or generally fails to pay or is unable to pay or admits in writing its inability to pay its debts as they become due, (b) applies for, consents to, or acquiesces in, the appointment of a trustee, receiver, administrator or other custodian, (c) makes a general assignment for the benefit of creditors, or (d) commences any bankruptcy, reorganization, debt

arrangement or other case or proceeding under any local, state or federal bankruptcy or insolvency law or any dissolution or liquidation proceeding.

12.5. Suspension. In addition to the foregoing, Caterpillar may suspend your access to or use of the Digital Offering, in whole or in part, immediately without notice to you, in accordance with Section 1.6 or if Caterpillar determines that: (a) it is reasonably necessary to prevent unauthorized access to Digital Offering Information; (b) you (or Authorized Users) fail to abide by any terms of this Agreement, or (c) your (or Authorized Users') use of the Digital Offering (i) poses a security risk to the Digital Offering or any third party, (ii) may adversely impact the Digital Offering or the systems of Caterpillar or any third party, (iii) may subject Caterpillar or any third party to liability, or (iv) may be prohibited by applicable Laws. During any such suspension, you will continue to be responsible for all fees for the Subscriptions you have purchased and for the use of any Subscriptions not suspended.

12.6. Discontinuance. Caterpillar may cease making the Digital Offering available to Dealers and third party end customers (a) upon thirty (30) days' written notice, if Caterpillar determines that market demand no longer warrants continuing to make available the Digital Offering, or (b) immediately, in order to comply with any applicable Laws. In addition, Caterpillar may restrict the Digital Offering's availability at any time, in whole or in part, to any person, geographic area or jurisdiction, if Caterpillar reasonably determines that continuing to make the Digital Offering available is no longer warranted for legal or regulatory reasons. If you are purchasing a Subscription directly from Caterpillar under this Agreement, and Caterpillar exercises any of its rights under this Section 12.6, Caterpillar's sole obligation to you as a result of such discontinuance shall be to provide to you a Pro-Rata Refund. If you are purchasing a Subscription from Your Dealer under a Subscription Purchase Agreement, and Caterpillar exercises any of its rights under this Section 12.6, your sole remedy shall be for Your Dealer to provide to you a Pro-Rata Refund.

12.7. Effect of Expiration or Termination. Upon expiration or termination of this Agreement, all rights and licenses granted under this Agreement to you, your Affiliates and Authorized Users will cease. Sections 5.2 (Use and Disclosure of Digital Offering Information), 5.7 (Legal Requests), 6 (Confidentiality), 8 (Indemnity Obligations) with respect to Claims arising during the Term, 9 (Intellectual Property Rights), 10.2 (Disclaimers), 11 (Limitation of Liability), 12.7 (Effect of Expiration or Termination) and 13 (Miscellaneous) will survive any termination or expiration of this Agreement. In addition, if you are purchasing a Subscription directly from Caterpillar under this Agreement, Section 2.2 shall survive any termination or expiration of this Agreement; if you are purchasing a Subscription from Your Dealer under a Subscription Purchase Agreement, the second and third sentences of Section 2.1 (Dealer Sold Subscriptions) shall survive any termination or expiration of this Agreement. For the avoidance of doubt, all Subscriptions will automatically terminate upon termination of this Agreement. If you terminate this Agreement or any Subscription pursuant to Sections 12.3 or 12.4, provided that you have not breached any of the provisions of this Agreement at the time of such termination, then (i) if you are purchasing a Subscription directly from Caterpillar under this Agreement, Caterpillar's sole obligation to you as a result of such discontinuance shall be to provide you a Pro-Rata Refund, or (ii) if you are purchasing a Subscription from Your Dealer under a Subscription Purchase Agreement, your sole remedy shall be for Your Dealer to provide you a Pro-Rata Refund.

13. Miscellaneous.

13.1. Force Majeure. Neither (i) Caterpillar or its Affiliates (nor any of Caterpillar's or its Affiliates' respective licensors, service providers, suppliers, subcontractors or distributors) nor (ii) you or your Affiliates (nor any of your or your Affiliates' respective service providers or subcontractors) shall be responsible for any delays or failures to perform any obligation under this Agreement to the extent that such delays or failures result from any cause beyond such person or entity's reasonable control, including fires, blockages, embargoes, explosion, earthquake, storms or other elements of nature, acts of terrorism, wars, epidemics, government requirements, civil or military authorities, acts of God, strikes, labor disputes or other industrial disturbances, systemic electrical, telecommunications or other utility failures.

13.2. Assignment. Neither party to this Agreement may assign or transfer this Agreement or its rights or obligations under it, whether by contract or by operation of law, without the prior consent of the other party; provided that Caterpillar may assign or transfer this Agreement or its rights or obligations under it without your

consent to its Affiliates or in connection with a merger, consolidation, corporate reorganization, or sale of all or substantially all of Caterpillar's business or assets or of the business or assets associated with Caterpillar's Digital Offering business. Subject to the preceding sentence, the rights and liabilities of the parties hereto shall inure to the benefit of, each of the parties' respective assignees and successors and is binding on the parties and their successors and assignees. Any attempted assignment other than in accordance with this Section 13.2 shall be null and void.

13.3. No Third Party Beneficiary. Except as provided in Section 13.4, this Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

13.4. Intentionally Omitted.

13.5. Relationship between You and Caterpillar. You and Caterpillar are independent parties for all purposes relating to this Agreement. You do not have the power to bind Caterpillar. You do not have the power to give any person or entity any rights that Caterpillar has not previously authorized in writing. The relationship of the parties under this Agreement will not constitute a partnership or joint venture for any purpose. You and Caterpillar do not have any agency, franchise or fiduciary relationship.

13.6. Waiver. No waiver of any breach of this Agreement shall be a waiver of any other breach, and any waiver must be in writing and signed by an authorized representative of the waiving party.

13.7. Governing Law.

(a) This Agreement (including the arbitration provisions set forth in Section 13.8) shall be governed by and interpreted in accordance with the Laws of the State of New York and the federal Laws of the United States, without prejudice to the provisions of the Laws of the country where you have your principal place of business that cannot be derogated from contractually, and without reference to conflict of Laws' principles (as such Laws are applied to agreements entered into and to be performed entirely within the United States between residents of the United States).

(b) This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, nor any related regulations or implementation or successor legislation, each of which is expressly excluded.

13.8. Arbitration.

(a) **All disputes, claims and controversies relating to or arising out of this Agreement (collectively, "Dispute") will be resolved by binding arbitration, rather than in court. If your principal place of business is in the United States, the Federal Arbitration Act applies to the arbitration of such Disputes.**

(b) **If your principal place of business is in the United States or Canada, the arbitration will be administered by the American Arbitration Association (AAA) in accordance with the AAA's Commercial Arbitration Rules and Mediation Procedures. If your principal place of business is in any country in APAC, then the arbitration will be administered by the Singapore International Arbitration Centre (SIAC) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre. If your principal place of business is outside of the United States, Canada or any country in APAC, then the arbitration will be administered by the International Chamber of Commerce (ICC) in accordance with ICC Rules of Arbitration. The arbitration rules specified in this subsection are referred to as the "Rules." For the purposes of this Agreement, "APAC" means the geographic region that includes the following countries: Australia, Bangladesh, Brunei, Burma, Cambodia, China (including Hong Kong Special Administrative Region and Macau Special Administrative Region), Christmas Islands, Fiji, India, Indonesia, Japan, Kiribati, Laos, Malaysia, Marshall Islands, Federated States of Micronesia, Mongolia, Nauru, New Zealand, Palau, Papua New Guinea, Philippines, Samoa, Singapore, Solomon Islands, South Korea, Sri Lanka, Taiwan, Thailand, Timor-Leste, Tonga, Tuvalu, Vanuatu and Vietnam.**

(c) Either party may commence the arbitration process called for by this Agreement by filing a written demand for arbitration with the applicable arbitration organization and delivering a copy of such demand to the other party to this Agreement in accordance with the notice provision of this Agreement. In no event shall demand for arbitration be made or permitted after the date when the institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations. If your principal place of business is in the United States or Canada, the place of arbitration will be Chicago, Illinois, United States. If your principal place of business is in a country in APAC, the place of arbitration will be Singapore. If your principal place of business is outside of the United States, Canada or any country in APAC, the place of arbitration will be Geneva, Switzerland. The arbitration shall be conducted in English. Notwithstanding the foregoing, if your principal place of business is in the Netherlands, you may opt to resolve any Dispute before Dutch courts, provided that you notify Caterpillar of this election within thirty (30) days of Caterpillar notifying you of Caterpillar's intention to commence arbitration.

(d) You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action, and that the parties are waiving the right to a trial by jury. If for any reason a claim proceeds in court rather than in arbitration, each party waives any right to a jury trial.

(e) If the Dispute is for an amount less than US\$100,000, the arbitration shall be heard in front of a single arbitrator, and if the Dispute is for an amount of US\$100,000 or more, then the Dispute shall be heard by a panel of three (3) arbitrators. If the Dispute is to be heard in front of a single arbitrator, then the parties shall attempt to mutually agree on the identity of the arbitrator, or if no such agreement can be reached within thirty (30) days of the commencement of the arbitration proceedings, the applicable arbitration organization shall appoint such arbitrator in accordance with the Rules. If the Dispute is to be heard in front of a panel of three (3) arbitrators, each party shall nominate one arbitrator from a list of arbitrators provided by the applicable arbitration organization, and the two party-nominated arbitrators shall select the third arbitrator who will serve as chairman. Notwithstanding anything to the contrary herein, either party may seek injunctive relief in a court of competent jurisdiction to prevent irreparable harm from occurring at any time. Each party shall bear its own cost of prosecuting or defending the arbitration (excluding any attorneys' or other professional fees) and the parties shall split the arbitrators' fees and the applicable arbitration organization's administrative costs, regardless of the outcome. The provisions of this Section and judgment upon the award rendered by the arbitrator may be enforced by any court of competent jurisdiction. The arbitrator(s) shall render its decision as soon as reasonably possible after its appointment and must follow the terms of this Agreement.

(f) This agreement to arbitrate shall be specifically enforceable in any court having jurisdiction thereof. Any award issued by the arbitrator pursuant to any arbitration shall be final and binding upon the parties, and judgment may be entered upon in accordance with applicable Laws in any court of competent jurisdiction.

13.9. Notices. You agree that Caterpillar may contact you by any reasonable means to provide you with information and notices relating to the Digital Offering, this Agreement or for other purposes related to the subject matter of this Agreement. Such means of communication may include email (via the contact information you have provided in your Digital Offering account) or through the user interface for the Digital Offering. Notices to Caterpillar will be delivered by registered or certified mail only, return receipt requested, to the following address: Caterpillar Inc., Attn: Legal Services, Deputy General Counsel-IP, 100 NE Adams Street, Peoria, Illinois 61629-9600 USA. Unless otherwise provided by applicable Laws, notices are effective (a) when delivered personally, (b) seven (7) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, (c) two (2) business days after deposit with a private industry express courier, with written confirmation of receipt, (d) for email or other electronic transmission, when sent, or (e) if posted in the user interface for the Digital Offering, when posted. You are responsible for ensuring that the email address and contact information in your account is accurate and current. Notices sent via email will be effective when sent regardless of whether actually received.

13.10. DMCA. If you or any Authorized User believe in good faith that any materials available on the Interactive Services infringe your or their copyright, you (or your agent) or any Authorized User (or their agent) may send to Caterpillar a written notice by mail, e-mail or fax, requesting that Caterpillar remove such material or block access to it. If you or any Authorized User believe in good faith that someone has wrongly filed a notice of copyright infringement against you or any Authorized User (respectively) for Submission submitted by you or any Authorized User (respectively), the Digital Millennium Copyright Act of 1998 (the “DMCA”) permits you or any Authorized User (respectively) to send to Caterpillar a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <http://www.copyright.gov/> for details. Notices and counter-notices must be sent in writing to Dave Pacheco as follows: by mail to Dave Pacheco, 100 N.E. Adams Street, Attn: Copyright Agent, Peoria, IL 61629-9620; or by e-mail to CopyrightAgent@cat.com.

13.11. Language. This Agreement is in the English language only, which language shall be controlling in all respects, and all versions hereof in any other language shall not be binding on the parties hereto. All communications and notices to be made or given pursuant to this Agreement shall be in the English language.

13.12. Open Source Software. The Digital Offering may be provided together with, or otherwise contain, certain open source software components (“Open Source Components”) under their respective open source license agreements (“Open Source Licenses”) which are listed in the Digital Offering (or at such other location as designated by Caterpillar from time to time). You acknowledge and agree to the terms and conditions in each such Open Source License and to comply with all such terms and conditions. With respect to each Open Source Component, to the extent there are any conflicts between any terms of this Agreement and any terms of the respective Open Source License, such conflicting terms of this Agreement will not apply. Any fees charged by Caterpillar in connection with the Digital Offering do not apply to any Open Source Components for which fees may not be charged under the applicable Open Source License. Where the terms of any specific Open Source License entitle you to the source code of the respective Open Source Component (if any), that source code may be made available from Caterpillar upon request (a nominal fee may be charged by Caterpillar for processing such request).

13.13. Compliance with Laws.

(a) Without limiting any of Caterpillar’s or your other commitments hereunder, you and Caterpillar each agree to comply in all material respects with all Laws applicable to the performance of and exercise of each of your and Caterpillar’s respective rights and obligations under this Agreement. Your compliance with your obligations hereunder, including Ethical Business Conduct Laws (as defined below), will extend to Laws that apply to the access to or use of the Digital Offering, as well as any other of your activities hereunder. Such Laws include those that apply to online conduct, online content, and the transfer of data (including any Personal Information) to and from the United States or your country of residence. You will also cause your Authorized Users to comply with all such Laws.

(b) You agree that you have, and will maintain, at your own expenses, all permits, licenses, consents and approvals that apply to the Digital Offering or its use hereunder, including for you (including your Authorized Users) (a) to receive and use the Digital Offering in accordance with all applicable Laws, and (b) to otherwise exercise your rights and perform your other obligations as set forth in this Agreement (collectively, the “Permits”); provided that if obtaining any of the foregoing Permits is Caterpillar’s responsibility under applicable Laws and applicable Laws do not permit you to obtain such Permits on Caterpillar’s behalf, Caterpillar will obtain such Permits at its own expense.

13.14. Ethical Business Conduct. Without limiting Section 13.13:

(a) You understand and agree that the Digital Offering (including any Digital Offering Information) is subject to certain national, state, provincial and local laws, rules, regulations, directives, statutes, orders, judgments, decrees, rulings, and enforceable regulatory guidance (“Laws”), which include without limitation, governmental procurements Laws and Laws related to bribery, fraud, corruption, or international trade, such as the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and any applicable anti-bribery or trade Laws of other countries, as amended, the U.S. Export Administration Regulations Act of 1979, as amended, the U.S. International Traffic in Arms Regulations, and the sanctions, regulations and Executive Orders administered by the U.S. Treasury

Department Office of Foreign Assets Control and U.S. Department of State (collectively, "**Ethical Business Conduct Laws**").

(b) You represent and warrant that none of your or your Affiliates' employees, consultant, contractors or agents (including but not limited to officers, directors, stockholders and representatives) is a foreign official or is related to a foreign official (as defined in 15 U.S.C. §§ 78dd-1(f)(1) and 78dd-3(f)(2)), except to the extent previously disclosed to Caterpillar. If any of your or your Affiliates' employees, consultant, contractors or agents or relatives thereof becomes a foreign official during the term of this Agreement, you will immediately notify Caterpillar in accordance with Section 13.9.

(c) You agree that you will not use or otherwise export, re-export, transfer or release, whether oral, visual, or deemed to be an export or reexport, or otherwise (collectively, "**export**"), except as authorized by United States Laws and the Laws of the jurisdictions in which the Digital Offering was accessed or used or any the machines or equipment associated with Registered Assets are located. In particular, but without limitation, the Digital Offering (including any Digital Offering Information) may not be exported (including by accessing the Digital Offering), directly or indirectly: (a) to any person or entity listed or deemed to be a blocked, prohibited or trade-restricted person or party by the U.S. Commerce Department, U.S. Treasury Department, or U.S. Department of State by operation of law or otherwise; (b) for any purpose or use prohibited by the U.S. government, such as for nuclear, chemical, or biological weapons production or proliferation; or (c) to any destination or transit point subject to comprehensive sanctions by the U.S. government, as may be amended from time to time, without having obtained the required U.S. authorization(s) prior to such export. You represent and warrant that your (including Authorized Users') access and use of the Digital Offering will not violate any such Laws and that you are not located in any such country or on any such list or deemed to be on such list. You will not, and will ensure that Authorized Users will not, access or use the Digital Offering for any purposes prohibited by United States Laws, including the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

13.15. Government Entity Rights and Obligations. The Digital Offering is a "Commercial Item," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, this Commercial Computer Software and Commercial Computer Software Documentation is licensed to government entity end users pursuant to the license customarily provided to the public, with only those rights as are granted to the public pursuant to the terms and conditions herein and Caterpillar's applicable Public-Sector End User License Agreement. Any government entity end user's rights and obligations shall be governed by this Agreement, and such Public Sector End User Agreement, as modified by a written addendum agreed upon by authorized representatives of both parties. Unless modified by such addendum, or otherwise expressly agreed to in writing by authorized representatives of Caterpillar and the government entity end user, the terms of this Agreement shall govern each party's rights and obligations. As the Digital Offering consists of Commercial Computer Software and Commercial Computer Software Documentation offered pursuant to a standard commercial license, this provision and the rights and obligations in such addendum are in lieu of, and supersede, any Federal Acquisition Regulation ("**FAR**") clauses, clauses found in the Defense FAR Supplement ("**DFARS**"), or other federal, state, or local government clauses or provisions that address a government entity's rights in computer software, technical data, or intellectual property.

13.16. Severability. If the application of any provision of this Agreement or portion thereof to any particular facts or circumstances shall be held to be invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, then the parties shall negotiate in good faith a valid, legal and enforceable substitute provision that most closely reflects the original intent of the parties with respect to the parties' economic and business interests, and all other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the parties hereto as nearly as may be possible. Such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of such provision in any other jurisdiction.

13.17. Construction. As used herein: (a) the terms "include" and "including" are meant to be inclusive and shall be deemed to mean "include without limitation" or "including without limitation," (b) the word "or" is disjunctive, but not necessarily exclusive, (c) words used herein in the singular, where the context so permits, shall

be deemed to include the plural and vice versa, (d) references to "dollars" or "\$" shall be to United States dollars unless otherwise specified herein, and (e) unless otherwise specified, all references to days, months or years shall be deemed to be preceded by the word "calendar" and "business days" shall mean Monday through Friday, exclusive of Caterpillar observed holidays. The headings of this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation or construction of this Agreement.

13.18. Electronic Signature and Disclosure Consent Notice. You agree to the use of electronic documents and records in connection with this Agreement and all future documents and records in connection with the Digital Offering—including this electronic signature and disclosure notice—and that this use satisfies any requirement that Caterpillar provides you these documents and their content in writing. If you do not agree, do not enter into this Agreement. You have the right to receive a paper copy of all documents and records. You may (a) obtain a paper copy of any document or record (free of charge), (b) withdraw your consent to the use of electronic documents and records, or (c) update your contact information through your Digital Offering account. To receive or access electronic documents and records, you must have the following equipment and software: (i) a device that is capable of accessing the Internet; (ii) a compatible Internet browser; and (iii) software that permits you to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader 8.0 or higher. To retain documents and records, your device must have the ability to download and store PDF files. Your access to this page verifies that your system and device meets the above receipt, access, and retention requirements.

13.19. Entire Agreement. This Agreement, including all schedules and exhibits attached hereto or referenced herein, constitutes the full and entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings, agreements or communications with respect to the subject matter of this Agreement. This Agreement may only be changed as expressly provided herein (including pursuant to Section 13.20) or in a signed, separate written agreement executed by the parties hereto.

13.20. Changes to this Agreement and Subscriptions. Except to the extent prohibited by applicable Laws, Caterpillar may change the terms and conditions of this Agreement or any then-current Subscription (including the terms and conditions upon which you or Caterpillar may terminate this Agreement or Subscription, but excluding pricing terms unless you are purchasing a Subscription directly from Caterpillar under this Agreement): (a) on an annual basis; (b) in connection with a release of a new version of the Digital Offering (or introduction of new or modified features or functionality within the Digital Offering); (c) upon a change in applicable Laws; or (d) upon renewal of your Subscription, in each case, by providing notice of such change to the Agreement or Subscription terms at least thirty (30) days prior to the change going into effect. The foregoing changes shall apply to all Subscriptions that are active as of the change being made or that are purchased thereafter. Caterpillar may modify the terms and details of any new, unsold Subscription it may offer at any time. Notice provided under this Section 13.20 will be made by any reasonable means, which may include posting a revised version of this Agreement through the Digital Offering or providing notice in accordance with Section 13.9. Your continued access to or use of the Digital Offering after any change to this Agreement or your Subscription terms goes into effect will constitute your acceptance of such change. If you do not wish to be subject to revised terms of this Agreement or your Subscription, you may terminate this Agreement in accordance with Section 12.2. Changes to this Agreement or your Subscription terms will not apply to any dispute between you and Caterpillar arising prior to the date on which the changes went into effect. The "*Last Updated*" legend above indicates when this Agreement was last changed.

EXHIBIT A
Acceptable Use Policy

You and Authorized Users may not:

(a) Post, transmit or otherwise make available through or in connection with the Digital Offering any materials that are or may be: (i) threatening, harassing, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others; (ii) defamatory, libelous, fraudulent or otherwise tortious; (iii) obscene, indecent, pornographic or otherwise objectionable; or (iv) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner.

(b) Post, transmit or otherwise make available through or in connection with the Digital Offering any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment.

(c) Use the Digital Offering for any purpose that is fraudulent or otherwise tortious or unlawful.

(d) Attempt to gain unauthorized access to the Digital Offering.

(e) Perform vulnerability, load or similar test of the Digital Offering.

(f) Harvest or collect information about other users of the Digital Offering (other than your Authorized Users).

(g) Interfere with or disrupt the operation of the Digital Offering or the servers or networks used to make the Digital Offering available, including by hacking or defacing any portion of the Digital Offering, or violate any requirement, procedure or policy of such servers or networks.

(h) Restrict or inhibit any other person from using the Digital Offering.

(i) Except as expressly authorized herein, reproduce, reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Digital Offering, without Caterpillar's express prior written consent (e.g., with respect the consumption of the APIs).

(j) Reverse engineer, decompile or disassemble any portion of the Digital Offering, except to the extent such restriction is expressly prohibited by applicable Laws.

(k) Remove any copyright, trademark or other proprietary rights notice from the Digital Offering.

(l) Frame or mirror any portion of the Digital Offering, or otherwise incorporate any portion of the Digital Offering into any product or service, without Caterpillar's express prior written consent.

(m) Except as expressly authorized herein, systematically download and store Digital Offering Information.

(n) Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather the Digital Offering content, or reproduce or circumvent the navigational structure or presentation of the Digital Offering, without Caterpillar's express prior written consent.

(o) Use or access the Digital Offering in order to develop a product or service that serves the same or a similar purpose or otherwise is competitive with the Digital Offering.

You are responsible for obtaining, maintaining and paying for all hardware and all telecommunications and other services needed for you to access or use the Digital Offering.