

**SKF USA INC.**  
**GENERAL LICENSING TERMS**

Updated: [July 7, 2021]

Thank you for your interest in obtaining access to the software and software-related products and services of SKF USA Inc. (“SKF”). These General Licensing Terms (“Terms”) govern the access and use of certain of SKF’s software programs and applications (each, a “Platform”) by you and the company that you represent (collectively, “Customer”). These Terms are in addition to those set forth on the confirmation page of SKF’s Subscription Portal or such other sales quotation, order, or other purchasing documents under which Customer purchased the right to access and use the Platform (collectively, the “Order”). By accepting these Terms, either by (i) clicking a box indicating Customer acceptance, (ii) executing or otherwise accepting an Order that references and incorporates these Terms, or (iii) accessing or using the Platform, Customer agrees to the terms and conditions contained herein. For the avoidance of doubt, you hereby certify that you have read, understand, and agree to be legally bound by these Terms and that you have all proper authority needed to bind the company you represent.

SKF may modify these Terms, including to account for changes in the law or modifications to the Platform. SKF will notify Customer of changes to these Terms by updating the date set forth above to display the date of the most recent update. Accordingly, Customer should regularly visit this page and review these Terms to confirm and ensure Customer’s compliance. Modifications to these Terms will not apply retroactively. If Customer does not agree to any modified term or condition, Customer should immediately discontinue use of the Platform.

**1. Definitions.**

1.1. “Agreement” means these Terms, together with the terms and conditions of the applicable Order.

1.2. “Authorized Users” means those employees, contractors, agents, and representatives of Customer who are authorized by Customer to access and use the Platform under the rights granted to Customer pursuant to an Order and in accordance with these Terms.

1.3. “Customer Data” means information, data, and other content that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform, other than Non-Identifiable Information.

1.4. “Documentation” means SKF’s user manuals, handbooks, and guides relating to the Platform provided by SKF to Customer either electronically or in hard copy form.

1.5. “Fees” means the amounts due to SKF by Customer, as specified in the Order.

1.6. “Non-Identifiable Information” means information, data, and other content that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform, which does not personally identify Customer or any Authorized User.

1.7. “SKF IP” means the Platform, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, SKF IP includes Non-Identifiable Information and any information, data, or other content derived from SKF’s monitoring of Customer’s access to or use of the Platform, but does not include any Customer Data.

1.8. “SLA” means the then-current Service Level Agreement applicable to the Platform, which is available at the following: <https://skf.li/kpwk5f>.

1.9. “Term” means the period of time specified in the Order during which Customer and its Authorized Users may access and use the Platform.

1.10. “Third-Party Products” means any third-party software, products, materials, or information that is provided with or incorporated into the Platform or that is necessary for access and use of the Platform, such as any operating system for an Authorized User’s mobile device or any web browser utilized by an Authorized User.

## **2. Access and Use.**

2.1. Provision of Access. Subject to and conditioned on Customer’s payment of Fees and compliance with this Agreement, SKF hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 11.6) right to access and use the Platform during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein and as otherwise authorized by SKF in writing, including in the Order. SKF shall provide to Customer the necessary passwords, activation codes, registrations keys, or links to allow Customer to access the Platform.

2.2. Documentation License. Subject to and conditioned on Customer’s payment of Fees and compliance with this Agreement, SKF hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable (except in compliance with Section 11.6) license to use the Documentation during the Term solely for Customer’s internal business purposes in connection with its use of the Platform.

2.3. Use Restrictions. Customer shall not use the Platform for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized User to: (i) copy, modify, or create derivative works of the Platform or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (iv) remove any proprietary notices from the Platform or Documentation; (v) use the Platform or Documentation 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 or provision of any end-user license agreement or terms of use applicable to the Platform; or (vi) use the Platform or Documentation in any way that competes, directly or indirectly, with the business of SKF.

2.4. Reservation of Rights. SKF reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing therein or herein grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to any of the SKF IP.

2.5. Suspension. Notwithstanding anything to the contrary in this Agreement, SKF may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Platform if: (i) SKF reasonably determines that (a) there is a threat or attack on any of the SKF IP, (b) Customer's or any Authorized User's use of the SKF IP disrupts or poses a security risk to the SKF IP or to any other customer or vendor of SKF, (c) Customer or any Authorized User is using the SKF IP for fraudulent or illegal activities, or (d) SKF's provision of the Platform to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of SKF has suspended or terminated SKF's access to or use of any Third-Party Products required to enable Customer to access the Platform; or (iii) in accordance with Section 4.2(iii) (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). SKF shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Platform following any Service Suspension. SKF shall use commercially reasonable efforts to resume providing access to the Platform as soon as reasonably possible after the event giving rise to the Service Suspension is cured. SKF will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

2.6. Responsibility for Authorized Users. Customer is responsible for all acts and omissions of Authorized Users and any act or omission by an Authorized User which would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of the terms and conditions of this Agreement, as applicable to such Authorized User's use of the Platform, and shall cause Authorized Users to comply with such terms and conditions.

### **3. Availability, Installation, and Support.**

3.1. Availability. SKF warrants the average percentage of total time during which the Platform is available to Customer shall be as set forth in the SLA applicable to the Platform, if any, excluding (i) any scheduled maintenance windows; (ii) delays due to a force majeure event (as described in Section 11.2); or (iii) delays caused by Third-Party Products or the Customer's network, equipment, or systems. Should SKF fail to achieve the aforementioned availability, Customer shall have the rights set forth in the SLA applicable to the Platform, if any.

3.2. On-Premises Installation. With respect to any Platform or portion thereof which is delivered to Customer by SKF for installation on Customer's own computer systems and hardware (an "On-Premises Product"), unless otherwise agreed in writing by SKF, Customer may install and activate such On-Premises Product only on the computer systems and hardware located at the address(es) of Customer specified in the Order, which shall meet or exceed the minimum technical specifications for the Platform set forth in the Documentation or as otherwise provided to Customer. If Customer orders installation or delivery services from SKF pursuant to an Order, SKF will install and deliver the Platform as described in that Order.

3.3. Support. Unless otherwise set forth in the Order or a separate written support or services agreement with SKF, SKF shall provide to Customer only those services and support in connection with the Platform which SKF makes generally available to other customers of the Platform at no additional charge.

#### **4. Fees and Payment.**

4.1. Pricing Models. As set forth in the Order, the Fees may be based on: (i) the number of Authorized Users who have access to the Platform at any given time; (ii) the amount of time spent on or information accessed via the Platform; (iii) or another metric specified in the Order. If the Order specifies a maximum number of concurrent or simultaneous users of the Platform, the total number of Authorized Users who may access the Platform at any given time shall not exceed that number. If the Order specifies another metric for determining the Fees, such as the amount of time spent on the Platform by the Authorized Users or the amount of information accessed via the Platform by the Authorized Users, Customer hereby authorizes SKF to monitor and track such information as necessary to determine the Fees; and, in the event of a dispute regarding the Fees, Customer and SKF will review and negotiate in good faith the resolution of such dispute with deference to any reports resulting from such monitoring and tracking.

4.2. Fees. Customer shall pay SKF the Fees without offset or deduction. Customer shall make all payments on or before the due date(s) set forth in the Order. Unless otherwise specified in the Order, the Platform is provided on a non-refundable basis and all payments are due to SKF within thirty days of the date of the applicable invoice. If Customer fails to make any payment when due, without limiting SKF's other rights and remedies: (i) SKF may charge interest on the past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse SKF for all reasonable costs incurred by SKF in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for thirty days or more, SKF may suspend Customer's and its Authorized Users' access to any portion or all of the Platform until such amounts are paid in full.

4.3. Recurring Payments. All Fees will be billed as set forth in the Order. If the Fees are to be automatically charged to a Customer credit card or other account, as specified in the Order, Customer hereby authorizes SKF to charge Customer's selected payment method for all Fees in accordance with the Order and accepts responsibility for all recurring charges during the Term and, if set forth in the Order, any applicable renewal period. Customer represents and warrants that: (i) any credit information supplied is true, accurate, up-to-date, and complete; (ii) charges incurred by Customer will be honored by Customer's bank or credit card company; (iii) Customer will pay the charges incurred by Customer in accordance with the Order, including any applicable taxes, and will not charge back any credit card payments for any of the Fees; and (iv) if Customer's initial payment method is not honored, Customer will still pay the charges incurred, including any surcharge SKF may incur due to such dishonored payment. Customer is solely responsible for all fees charged to Customer's credit card by the issuer, bank, or financial institution, including membership, overdraft, insufficient funds, and over the credit limit fees. Customer shall notify SKF of any billing problems or discrepancies within ninety days after they first appear on Customer's statement and, if Customer fails to do so, Customer waives all rights to dispute such problems or discrepancies.

4.4. Taxes. All Fees and other amounts payable by Customer are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on SKF's income.

## 5. Confidential Information.

5.1. Confidential Information. For purposes of this Agreement, the term "Confidential Information" means any information disclosed by one party ("Disclosing Party") to the other party ("Recipient"), regardless of format or medium, including the Disclosing Party's financial information, technical and non-technical data, services, products, processes, operations, reports, analyses, test results, technology, specifications, protocols, performance standards, know-how, methodologies, trade secrets, trade practices, marketing plans and materials, strategies, forecasts, research, concepts, and ideas; provided that such information is either (i) clearly designated as "Confidential" in writing (if communicated in writing) or at the time of disclosure (if disclosed orally or visually) or (ii) of the nature and type that it should reasonably be regarded as confidential. Customer's Confidential Information includes Customer Data. SKF's Confidential Information includes the SKF IP. Notwithstanding the foregoing, Confidential Information shall not include any information which (a) is or becomes available to the public other than as the consequence of a breach of this Agreement; (b) is actually known to or in the possession of Recipient without any limitation on use or disclosure prior to receipt from the Disclosing Party; (c) is rightfully received from a third party in possession of such information who is not under obligation to the Disclosing Party not to disclose the information; or (d) is independently developed by Recipient without use of or reference to the Confidential Information. The burden of proving the applicability of these exceptions shall be on Recipient.

5.2. Non-Disclosure of Confidential Information. Recipient shall (i) hold in strict confidence and trust all Confidential Information, using the same degree of care that it uses to protect the confidentiality of its own confidential information of similar type, and in any event no less than a reasonable degree of care; and (ii) not disclose, sell, rent or otherwise provide or transfer, directly or indirectly, any Confidential Information to any individual or entity without the prior written consent of the Disclosing Party. Notwithstanding the foregoing, Recipient may disclose Confidential Information to its or its affiliates' employees, agents, contractors, legal counsel, and accountants who need to know such information, to the extent reasonably necessary, consistent with the obligations of the parties under this Agreement and who are bound by confidentiality obligations no less stringent than those set forth in this Agreement. Recipient shall use the Confidential Information only in connection with the intent of this Agreement and not for any other purpose whatsoever. Recipient shall require any of its representatives who obtain Confidential Information to comply with this Agreement and shall be responsible for any breach of this Agreement by such representatives.

5.3. Compelled Disclosure. Recipient shall be permitted to disclose Confidential Information pursuant to a court order, government order, or any other legal requirement of disclosure, or pursuant to the listing rules of any stock exchange to which such party is subject, in each case if no suitable protective order or equivalent remedy is available; provided that, to the extent permitted, Recipient gives the Disclosing Party written notice of such court order,

government order, legal requirement, or listing rule requiring disclosure immediately upon knowledge thereof and allows the Disclosing Party a reasonable opportunity to seek to obtain a protective order or other appropriate remedy prior to such disclosure to the extent permitted by law; and further provided that Recipient shall furnish only that portion of the Confidential Information which it is advised by a written opinion of counsel is legally required, and will exercise its best efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

## **6. Intellectual Property Ownership; Feedback.**

6.1. SKF IP. Customer acknowledges that, as between Customer and SKF, SKF owns all right, title, and interest, including all intellectual property rights, in and to the SKF IP and, with respect to any Third-Party Products, the applicable third-party owns all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

6.2. Customer Data. SKF acknowledges that, as between SKF and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to SKF a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for SKF to provide the Platform to Customer and its Authorized Users.

6.3. Non-Identifiable Information. SKF may monitor Customer's use of the Platform and collect and compile Non-Identifiable Information, including statistical and performance information relating to the provision and operation of the Platform and the systems, facilities, and equipment operated in connection with the Platform. As between SKF and Customer, all right, title, and interest in Non-Identifiable Information, and all intellectual property rights therein, belong to and are retained solely by SKF. Customer acknowledges that SKF may compile Non-Identifiable Information based on Customer Data input into the Platform. Customer agrees that SKF may (i) use the Non-Identifiable Information to improve the performance of the Platform, including to pre-populate fields and other information-gathering sections of the Platform; (ii) make Non-Identifiable Information publicly available in compliance with applicable law, and (iii) use Non-Identifiable Information to the extent and in the manner permitted under applicable law; provided that such Non-Identifiable Information does not identify Customer or any Authorized User.

6.4. Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to SKF by mail, email, telephone, or otherwise, suggesting or recommending changes to the SKF IP, including, without limitation, any new features or functionality of the Platform (collectively, "Feedback"), SKF is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback, without any attribution or compensation to any party, although SKF is not required to use any Feedback.

## **7. Limited Warranty and Warranty Disclaimer.**

7.1. Limited Warranty. SKF warrants that the Platform will conform in all material respects to (i) the SLA applicable to the Platform, if any, when accessed and used in accordance with the Documentation; and (ii) the specifications set forth in the Documentation. SKF does not make any representations or guarantees regarding uptime or availability of the Platform unless specifically identified in the SLA applicable to the Platform, if any. The remedies set forth in the SLA applicable to the Platform, if any, are Customer's sole remedies, and SKF's sole liability, under the limited warranty set forth in this Section 7.1. THE FOREGOING WARRANTY DOES NOT APPLY, AND SKF STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

7.2. Disclaimer. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 7.1, THE SKF IP IS PROVIDED "AS IS" AND SKF HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. SKF SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. SKF MAKES NO WARRANTY OF ANY KIND THAT THE SKF IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

## **8. Indemnification.**

8.1. SKF Indemnification. SKF shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Platform, or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's patents, copyrights, or trade secrets, provided that Customer promptly notifies SKF in writing of the claim, cooperates with SKF, and allows SKF sole authority to control the defense and settlement of such claim. If such a Third-Party Claim is made or appears possible, Customer agrees to permit SKF, at SKF's sole discretion, to (i) modify or replace the Platform, or component or part thereof, to make it non-infringing, or (ii) obtain the right for Customer to continue use. If SKF determines that neither alternative is reasonably available, SKF may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately upon written notice to Customer. This Section 8.1 will not apply to the extent that the alleged infringement arises from: (a) use of the Platform in combination with data, software, hardware, equipment, or technology not provided by SKF or authorized by SKF in writing; (b) modifications to the Platform not made by SKF; (c) Customer Data; or (d) Third-Party Products.

8.2. Customer Indemnification. Customer shall indemnify, hold harmless, and, at SKF's option, defend SKF from and against any Losses resulting from any Third-Party Claim (i) that the Customer Data or any information, data, and other content that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform, or any use of the foregoing in accordance with this Agreement, infringes or misappropriates such third party's

intellectual property or other rights; and (ii) based on Customer's or any Authorized User's (a) negligence or willful misconduct, or (b) use of the Platform in a manner not authorized by this Agreement; provided that Customer may not settle any such Third-Party Claim against SKF unless SKF consents to such settlement, and further provided that SKF will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

8.3. Sole Remedy. THIS SECTION 8 SETS FORTH CUSTOMER'S SOLE REMEDIES, AND SKF'S SOLE LIABILITY, AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PLATFORM INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

9. Limitations of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO SKF UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT FIRST GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT LIMIT A PARTY'S OBLIGATION TO INDEMNIFY THE OTHER PURSUANT TO SECTION 8 OR A PARTY'S LIABILITIES WITH RESPECT TO A BREACH OF SECTION 4 OR SECTION 6 OF THESE TERMS.

## 10. Termination.

10.1. Termination. In addition to any other express termination right set forth in this Agreement:

10.1.1. SKF may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than fifteen days after SKF's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 2.3 or Section 5;

10.1.2. either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty days after the non-breaching party provides the breaching party with written notice of such breach; or

10.1.3. either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to

pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

10.2. Effect of Expiration or Termination. Upon expiration of the Term or earlier termination of this Agreement, Customer shall immediately discontinue use of the SKF IP and, without limiting Customer's obligations under Section 5, Customer shall delete, destroy, or return all copies of the SKF IP and, upon SKF's request, certify in writing to SKF that the SKF IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

10.3. Survival. This Section 10.3 and Sections 1, 4, 5, 6, 7.2, 8, 9, 10.2, and 11 survive any termination of this Agreement or expiration of the Term. No other provisions of this Agreement survive the termination of this Agreement or expiration of the Term.

## **11. Miscellaneous.**

11.1. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the parties at the addresses set forth on the Order (or to such other address that may be designated by the party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving party; and (ii) if the party giving the Notice has complied with the requirements of this Section. The parties acknowledge and agree that the terms and conditions of this Section shall apply notwithstanding any other notice requirements under applicable law.

11.2. Force Majeure. In no event shall either party be liable to the other party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns, industrial disturbances, shortage of adequate power, internet, or telecommunications, malicious attacks on computer systems or networks, viruses or other malware, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

11.3. Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement,

(i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

11.4. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

11.5. Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Pennsylvania, in each case located in Montgomery County, Pennsylvania, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

11.6. Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily without the prior written consent of SKF, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Customer may, with prior written notice to SKF but without requiring SKF's prior written consent, transfer or assign its rights and obligations under this Agreement to (i) an affiliate of Customer, subject Customer remaining responsible for such affiliate's performance or (ii) a successor to all or substantially all of Customer's business or assets relating to this Agreement, whether by sale, merger, operation of law or otherwise; provided that such assignee or transferee has agreed to be bound by the terms and conditions of this Agreement. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

11.7. Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Sections 5 or 6 or, in the case of Customer, Section 2.3, would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

11.8. Construction of Agreement. This Agreement, which includes the Order and these Terms, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. For the avoidance of doubt, Customer may submit a purchase order containing the information included on the Order, signed by a representative of Customer authorized to make binding purchases on behalf of Customer, and, upon acceptance by SKF, such purchase order shall constitute an Order hereunder and shall be automatically incorporated herein by reference; provided, however, that any terms and conditions contained on Customer's purchase order that are not included on the Order shall be null and void unless explicitly stated otherwise in a written document executed by SKF. If any conflict or inconsistency arises or exists between these Terms and an Order, the Order shall govern.