

SKF General Conditions for Subscription Based Services

1. Applicability

These General Conditions shall apply in full on all Subscription plans purchased via the SKF Subscription Portal (the “Site”) and any of the SKF Services performed as part of the Subscription. By purchasing a Subscription package via the Site, you are agreeing to these General Conditions in full without modification.

2. Subscription Plans

(a) Pulse Based Subscriptions. A Pulse based Subscription may be subscribed for via the Site. All Pulse Check Reports must be utilized pursuant to the parameters of the Subscription plan selected.

(b) ProCollect/Enlight Center Based Subscriptions. A ProCollect/Enlight based Subscriptions may be subscribed for via the Site along with subscriptions for additional SKF Services. ProCollect/Enlight Subscriptions grant the purchaser access to SKF Enlight websites. Use and access to SKF websites are subject to SKF General Licensing Terms.

3. Subscription Fees, Payments; Cancellation

(a) Orders for all Subscriptions shall be made via the Site. Subscription plans shall be available for a one (1) month free trial, six (6) months, or twelve (12) months. If SKF accepts the Order, SKF shall issue an invoice for the applicable Subscription package. Invoices must be paid up-front in full prior to commencement of the Subscription. Services under the Subscription will begin when the invoice is paid in full.

(b) Subscriptions may be cancelled upon thirty (30) days prior written notice. Cancellation notice may be given via the Site. Subscription fees paid to SKF shall be reimbursed on a pro-rata basis based on the number of months left in the Subscription following the effective date of the cancellation.

4. Warranty

(a) SKF will perform all services, and deliver any analysis or reports, under the Subscriptions (collectively, the “Services”) in a professional and competent manner consistent with industry standards applicable to such Services. Your sole and exclusive remedy, and SKF’s sole obligation, for any failure of the Services to be performed as required in this Section 4 shall be for SKF to re-perform the Services at no cost to You. You shall promptly notify SKF in writing of any such defective Services. SKF shall not be liable for defective Services if notice thereof is not received within one (1) year of the date of performance.

(b) SKF DOES NOT MAKE ANY PROMISE, REPRESENTATION, GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUFFICIENCY OF THE SERVICES TO BE PROVIDED HEREUNDER BY SKF, INCLUDING ANY WARRANTY AGAINST YOUR EQUIPMENT BECOMING DEFECTIVE OR INOPERABLE EVEN FOR REASONS THAT MAY BE RELATED TO BEARING PERFORMANCE, OR THAT THE EQUIPMENT OR ANY OR ALL DEFICIENCIES, ERRORS, DEFECTS OR NONCONFORMITIES THEREIN WILL BE CORRECTED BY SKF.

(c) Except as otherwise specifically provided herein, ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE SPECIFICALLY DENIED AND EXCLUDED BY SKF TO THE FULL AND MAXIMUM EXTENT PERMITTED BY LAW.

5. Limited Liability

(a) SKF’s obligations to remedy non-conformance with warranties shall not extend to defects which are due to You not complying with instructions given by SKF or which are caused by improper or abnormal use of the Pulse App, ProCollect App or Enlight Center, or by events outside the control of SKF or which are due to You having provided SKF with incorrect or incomplete information.

(b) IN NO EVENT SHALL SKF BE LIABLE FOR MONETARY CLAIMS OF ANY KIND, WHETHER BASED UPON CONTRACT, TORT LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY LOSS OR DAMAGE (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, EQUIPMENT DOWNTIME, PROFITS OR REVENUE OR CLAIMS OF YOUR CUSTOMER, OR SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES, OR PENAL DAMAGES OF ANY NATURE), ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY USE OR RELIANCE BY YOU OF THE SERVICES.

6. Intellectual Property

(a) SKF owns all patent, copyright, trademark, trade secret, ideas, concepts, know-how, documentation or techniques and other intellectual property rights that may exist in (i) the Services, SKF Software, training materials, deliverables, and the SKF network or databases that may be utilized to provide the Services, and (ii) any information, data, trends, analyses, metadata or other data which may be derived from any of the foregoing that is derived or created by SKF by reference to the Services and SKF’s databases and network (subject, at all times, however, to SKF’s obligation of confidentiality in favor of You). No grant, sale, or other conveyance of any right, title, license or other interest under any patent, trade secret or other intellectual property of SKF is intended hereby except for the right of a buyer to use the goods (for the ordinary purposes intended by their design) purchased from a seller in the ordinary course of the seller’s business.

(b) Services performed by SKF may require the collection of data from Your Equipment relevant to its reliability and predictive maintenance services (“Asset Information”) which may be entered into and stored on SKF’s databases hosted on SKF’s server. You acknowledge and agree that SKF shall be entitled to retain any such Asset Information for its own purposes provided that SKF shall not disclose such Asset Information to any third-party in such a manner that any such third-party could reasonably identify You with Asset Information.

7. Force Majeure. Neither party is liable for any default or delay in the performance of any of its obligations under this Order (other than failure to make payments when due) if such default or delay is caused, directly or indirectly, by forces beyond such party’s reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, epidemics, pandemics, governmental action or directives, acts of war or terrorism, interruptions of transportation or communications, or supply shortages.

8. Governing Law; Jurisdiction.

Any controversy or claim arising out of or relating to these General Conditions, including any claim arising from an alleged tort, shall be governed by the substantive laws of the Commonwealth of Pennsylvania, without reference to the conflicts of laws principles thereof. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these General Conditions. THE EXCLUSIVE FORUM FOR CLAIMS AGAINST SKF SHALL BE MONTGOMERY COUNTY, PENNSYLVANIA, OR THE U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA AND EACH OF THE PARTIES HEREBY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS. The parties hereby irrevocably waive their rights to a jury trial.