

# Terms of Service and License for 3M Asset Management System

This Agreement is 3M's Terms of Service and License that governs its relationship among you, the principal on whose behalf you are authorized to act (the "Principal," with you and the Principal collectively being the "User"), and 3M for Services provided by the 3M Asset Management System and Services.

By installing, copying, accessing, or otherwise using any part of the 3M Asset Management System and Services, User and its agents agree to and contract with 3M under the terms and conditions of this Agreement. If you do not agree to the terms of this Agreement, you are prohibited from any use of the 3M Asset Management System and Services.

The Effective Date of this Agreement is that date on which you accept the terms and conditions of this Agreement.

## 1. Definitions

1.1. "3M Asset Management System" refers to cloud-hosted software and mobile-device software (collectively "Software") from 3M Asset Management that provides Services, including all accompanying software documentation and instructions, and all software revisions, updates, and upgrades.

1.2. "User" means an employee, contractor, or authorized agent of User or its Affiliates who is authorized to access or use the 3M Asset Management System in connection with the conduct of User's use as permitted hereunder.

1.3. "Services" include but are not limited to monitoring, managing, and/or data analytics processing for 3M Cable Accessories and Locating & Marking products, workers, and worksites.

1.4. "Affiliate" means any: (a) individual who or "Entity" (i.e., any corporation, firm, partnership, proprietorship, or other form of business organization) that in whatever country organized or resident, directly or indirectly, is controlled by, or is under common control with, or controls a party.

## 2. Term and Termination

2.1 The term of this Agreement shall commence on the Effective Date of this Agreement and continue for the duration that the User has valid access to the 3M Asset Management System. In addition to its other remedies at law and in equity, 3M may terminate this Agreement set forth herein at any time if: (i) 3M provides thirty (30) days written notice to the User (ii) User is in material breach of any term or condition hereof or any other agreement with 3M.

2.2 In the event of termination, User is solely responsible for downloading all appropriate data included in the 3M Asset Management System prior to the expiration or termination date. On or after the expiration or termination date, 3M may delete all data it holds on behalf of the User without liability of any kind to User.

## 3. Permitted Use

3.1. 3M has developed a cloud-based solution, referred to as the 3M Asset Management System, which provides Services to User. 3M provides User with access to and use of the Services. The Services may be hosted on 3M's third party cloud servers, user licensed cloud servers and made available to User by means of the internet or stored locally on device.

3.2. User agrees not to use, or permit any User to use the 3M Asset Management System and Services for any purposes beyond the scope of this Agreement. Without limiting the foregoing, User shall not, nor permit its Users or others to: (a) resell, sublicense, lease, time-share or otherwise make the 3M Asset Management System and Services available to any third party, including but not limited to for third-party training, commercial time-sharing, application service provider or service bureau use; (b) transfer or copy the 3M Asset Management System, Services, or any component (i.e., functional software) thereof; (c) modify, adapt or make derivative works of the 3M Asset Management System or Services, or reverse engineer the 3M Asset Management System or Services (provided that the foregoing shall not be construed to prohibit User from configuring the 3M Asset Management System or Services to the extent permitted by the 3M Asset Management System's standard user interface); (d) remove, obscure, or alter 3M's proprietary notices, trademarks, or other proprietary rights notices embodied on or contained in the 3M Asset Management System, Services, or the documentation; (e) use the 3M Asset Management System and Services in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or

administrative organizations; (f) introduce into the 3M Asset Management System or Services any virus or other code or routine intended to disrupt or damage the 3M Asset Management System, Services, or its content, or collect information about the 3M Asset Management System, Services, or its Users; (g) use the 3M Asset Management System or Services to send or store infringing or unlawful material; (h) access the 3M Asset Management System or Services for the purpose of building, or assisting others to build, a competitive product or service or copying its features, content or user interface, including without limitation by screen scraping; or (i) access or use the 3M Asset Management System or Services by means of any interfacing program, script, automated program, electronic agent or "bot."

3.3. Unless expressly provided herein, 3M retains all rights to all intellectual property embodied in or related to the products and services hereunder, including the 3M Asset Management System, except that User Data is owned by User and User grants 3M certain rights to use User Data as described in Section 9 and as otherwise specified in this Agreement. No ownership rights in any intellectual property are transferred to User under this Agreement. User disclaims and waives all right, title, and interest in the software of the 3M Asset Management System other than the license rights expressly set forth herein. To the extent that User is ever deemed to have any right, title, or interest in the Software, or in any modification or derivative work thereof, User agrees to assign, and hereby assigns the same to 3M in accordance with their respective ownership interests, as determined by 3M. User shall not sublicense, rent, copy, modify, create derivative works of, reverse engineer, decompile, disassemble or otherwise attempt to gain access to the source code for the 3M Asset Management System and Services, or work with any individual or company that seeks to do any such activity.

#### 4. Credentials

4.11. 3M will provide access to data storing capability of the 3M Asset Management Software. It is the responsibility of the User to assign Admins for their site, company, entity etc. Admins are responsible for providing user access and managing data Services collected. Admins may modify users from time to time to substitute or delete users by using functionality built into the Services. Admins shall safeguard user ID and password information related to the 3M Asset Management System. User shall be responsible for any and all use of the 3M Asset Management System and Service that is made through use of user IDs and passwords. User bears all risk from improper access due to failure of such safeguarding. Admins are responsible for all activities conducted under the accounts of its users and their compliance with this Agreement.

#### 5. Support

5.1. 3M will use commercially reasonable efforts to provide Support Services for the Software to User. In no event, shall 3M be obligated to provide Support Services to the User (1) if User is then in breach of a material term of this Agreement, (2) after this Agreement has expired or has been terminated. User expressly acknowledges that 3M does not guarantee a specific response time to requests for Support Services.

5.2. 3M shall have no obligation to provide Support Services relating to: (a) products not sold, provided, or approved by 3M; (b) third-party products not embedded in the Software, i.e., products sold under a brand name not owned by 3M (e.g., hardware, devices, other equipment and certain software "add-ons"); (c) any Software version that has been retired by 3M, except upon 3M's election; (d) any Software that is neither the most current nor the immediately preceding version, except upon 3M's election; (e) Software that is not specified or not referenced to in this Agreement.

#### 6. Warranty

6.1. Limited Warranty. 3M warrants that: (i) during the term of this Agreement, when used in accordance with 3M's instructions (whether written, posted or however conveyed), the Software will perform substantially in accordance with the 3M's published user documentation; and (ii) all installation services provided by 3M hereunder shall will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. User shall promptly notify 3M of any warranty claims hereunder.

6.2. EXCEPT FOR SECTION 6.1, 3M, ITS SUPPLIERS, LICENSORS, AND SUBCONTRACTORS DISCLAIM AND USER WAIVES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE SOFTWARE, DOCUMENTATION, OR OTHER RELATED INFORMATION, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WARRANTIES OF FREEDOM FROM ERRORS OR DEFECTS, OR ANY WARRANTIES OF SECURITY AGAINST DATA BREACHES OR INTRUSIONS. 3M, ITS SUPPLIERS, LICENSORS, AND SUBCONTRACTORS DO NOT WARRANT THAT THE SOFTWARE OR DATA WILL MEET USER'S REQUIREMENTS, THAT OPERATION OF THE SOFTWARE OR AVAILABILITY OF DATA WILL BE UNINTERRUPTED, OR THAT THE

SOFTWARE OR DATA IS WITHOUT ERROR. NEITHER 3M NOR ITS SUPPLIERS, LICENSORS, AND SUBCONTRACTORS WILL BE RESPONSIBLE FOR THE ACCURACY OR USE OF DATA ACCESSED BY THE SOFTWARE. THE ABOVE-STATED LIMITED WARRANTY IS VOID WITH RESPECT TO ANY UNAUTHORIZED USE OF THE SOFTWARE, USE OF THE SOFTWARE OTHER THAN IN ACCORDANCE WITH 3M, ITS SUPPLIERS, LICENSORS, AND SUBCONTRACTORS'S WRITTEN INSTRUCTIONS AND DOCUMENTATION, USE OF SOFTWARE WITH PRODUCTS AND SERVICES NOT PROVIDED BY 3M, ITS SUPPLIERS, LICENSORS, AND SUBCONTRACTORS, AND AS TO SOFTWARE THAT HAS BEEN DAMAGED OR MODIFIED OTHER THAN BY 3M, ITS SUPPLIERS, LICENSORS, AND SUBCONTRACTORS.

6.4. The above warranties are void with regard to Software or installation services that are (i) not provided by 3M; (ii) provided in beta form, or for evaluation, testing or demonstration purposes; (iii) altered in any manner, except by 3M; (iv) installed, operated, repaired, or maintained other than in accordance with instructions supplied by 3M; or (v) subjected to abnormal physical or electrical stress, misuse, negligence, or accident. In addition, such warranties do not apply to: (a) any use of the Software in conjunction with accessories, services, products, or ancillary or peripheral equipment not sold, provided, or approved by 3M; or (b) any failure or delay caused by the Internet or User's Internet service provider. User may have specific legal rights in some legal jurisdictions, in which case 3M's warranty responsibilities hereunder shall be the minimum required by law.

## 7. Limitation of Liability

7.1. IN NO EVENT WILL 3M, ITS SUPPLIERS, LICENSORS, AND SUBCONTRACTORS BE LIABLE (I) FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS OR LOST SAVINGS, HOWEVER CAUSED, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, WHETHER OR NOT 3M, ITS SUPPLIERS, LICENSORS, AND SUBCONTRACTORS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES; (II) FOR LOSS OF, DAMAGE TO, OR BREACH OF SOFTWARE, RECORDS OR DATA; (III) FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (IV) FOR THIRD-PARTY CLAIMS AGAINST USER FOR LOSSES OR DAMAGES (V) BUSINESS INTERRUPTION; OR (VI) ANY CLAIMS ARISING FROM USER'S USE OF THIRD PARTY SUPPLIES OR EQUIPMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, 3M, ITS SUPPLIERS, LICENSORS, AND SUBCONTRACTORS'S TOTAL LIABILITY TO USER IS LIMITED TO ONE YEAR OF PAYMENTS MADE BY USER TO 3M, ITS SUPPLIERS, LICENSORS, AND SUBCONTRACTORS FOR THE PRODUCT OR SERVICE WHICH WAS THE SUBJECT OF THE CLAIM.

## 8. User Responsibilities

Although 3M makes the Software available for User's use, User understands and acknowledges that it is solely responsible for the use it makes of the Software including, but not limited to, complying with all user instructions, safe workplaces practices, and the monitoring and verifying the input to and output from the Software. USER AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND 3M, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, PENALTIES, FINES, LIABILITIES, COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, THAT ARISE OR RESULT FROM USER'S USE OF THE SOFTWARE OR USER'S FAILURE TO COMPLY WITH SUCH LAWS AND REGULATIONS.

## 9. User Data and 3M's Use of User Data

9.1. User acknowledges, agrees and understands that, in connection with 3M providing User with access to and use of the 3M Asset Management System, information resulting from User's use of the 3M Asset Management System will be transmitted to 3M. User further acknowledges, agrees, and understands that such information will relate to User and the devices utilized by User, and that such information will be stored and maintained by 3M, its Affiliates, subcontractors and/or its agents (such information is collectively "User Data"). User is solely responsible for the timeliness and accuracy of all User Data submitted to the 3M Asset Management System and represents that it has all necessary authority for the disclosure of User Data to 3M. 3M will undertake commercially reasonable measures to maintain the security and confidentiality of User Data.

9.2. 3M and its Affiliates, subcontractors and agents may monitor, access, collect, use and disclose User Data in order to (a) provide support to the User for the 3M Asset Management System, (b) monitor compliance with this Agreement, (c) market and sell products and services to User and (d) as required by applicable laws.

9.3. 3M may de-identify User Data using standard industry practices. Information that has been de-identified such that it does not identify Users shall not be User Data, and 3M may use or disclose it for any purpose, including to improve the Services, create new features, to conduct research, sell 3M products or services, and develop new products or services, including reports based on analytics associated with the 3M Asset Management System usage. 3M may also aggregate User Data with other data and may use that aggregated User Data to perform services for or provide products to third parties, provided that no such data would enable those third parties to identify Users absent the consent of User. 3M's use and retention of de-identified User Data for uses and purposes set forth herein may extend beyond the term of this Agreement.

9.4. User acknowledges, agrees and understands that 3M may store User Data on servers provided by third parties in the US and countries other than the US. User is responsible for complying with all applicable laws, including local and other regulations, pertaining to personal information, such as data from or relating to its workers. User is responsible for providing individuals with any privacy notices and obtaining any consents required by applicable laws for the collection, use, disclosure, and processing of personal information in connection with User's use of the 3M Asset Management System and Services.

9.5. User Data may be stored in mobile applications installed on mobile devices authorized for accessing the 3M Asset Management System. User is solely responsible for safeguarding the mobile device and its appropriate use. User is solely responsible to notify 3M in case of lost or missing mobile device authorized for accessing the 3M Asset Management.

## 10. Feedback Automatically Becomes 3M's Property

Any feedback or suggestions provided by User to 3M regarding the products or services herein, ("Suggestions") shall be the property of 3M and User hereby assigns to 3M all right, title and interest worldwide in and to such Suggestions and the related intellectual property rights. User acknowledges and understands that, in connection with certain products and services, certain information regarding User's use of the 3M Asset Management System and Services is transmitted to 3M. Such information may be collected and used by 3M to provide Support Services to User, and for research and marketing purposes. For the avoidance of doubt, 3M may use any feedback, suggestions, product experiences, and product outcomes provided or realized by User to improve or market the product or service, create new features, to conduct research, and develop new products or services, including reports based on analytics associated with the 3M Asset Management System usage.

## 11. General

11.1. Governing Law, Limitation on Action and Attorneys' Fees. Unless otherwise specified below in the Region-Specific Terms of Service for 3M Asset Management System or otherwise mandated by law, this Agreement is governed by the laws of the State of Minnesota, USA, excluding its conflict of laws rules, and specifically excluding the United Nations Convention on Contracts for the International Sale of Goods. The parties consent to personal jurisdiction and venue in the state and federal courts sitting in Ramsey County in the State of Minnesota, USA, and agree that all disputes arising from this Agreement shall be venued in such courts. The parties also agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement must be brought within one (1) year after such claim or cause of action arose or be forever barred.

11.2. Assignment. User may not assign, voluntarily, by operation or law, in connection with a change in control, merger, or otherwise, this Agreement or any licenses granted or obligations set forth in these Terms and Conditions

to any third party without prior written consent of 3M.

11.3. Severability. If any provision of this Agreement is held invalid, illegal, unenforceable, or in conflict with any law having jurisdiction over this Agreement, the validity, legality, and enforceability of the remaining portions or provisions hereof will not be affected or impaired.

11.4. Force Majeure. Neither Party will be responsible for any failure to perform due to causes beyond its reasonable control (each a "Force Majeure"), including, but not limited to, acts of God, war, riot, criminal acts, embargoes, acts of civil or military authorities, denial of or delays in processing of export license applications, fire, floods, earthquakes, accidents, strikes, or fuel crises, terrorist actions, or widespread internet or electrical outages, provided that such Party gives prompt written notice thereof to the other Party.

11.5. Waiver. No waiver will be implied from conduct or failure to enforce rights, and no waiver will be effective unless in writing signed on behalf of the party against whom the waiver is asserted. The exercise of any right or remedy provided in this Agreement will be without prejudice to the right to exercise any other right or remedy provided by law or equity, except as expressly limited by this Agreement.

11.6. Compliance with Laws. User is solely responsible for determining whether its use of the 3M Asset Management System complies with applicable laws and regulations, including but not limited to those governing the collection, storage and use of personal information. User is solely responsible for establishing and maintaining policies, procedures, and third-party agreements relating to such information (including relating to collection, storage and use) as required by law.

11.7. Amendments. 3M will notify User before 3M makes any material changes to terms of this Agreement. User's continued use of the 3M Asset Management System or Services, following notice of the material changes to terms of this Agreement constitutes User's acceptance of any changed terms.

11.8. Notices. Any notice required or permitted by this Agreement shall be in writing to (1) sales-connectedsafety@3m.com for 3M or (2) a mailing address or email address of User or Principal.

## Region-Specific Terms of Service for 3M Asset Management System

In addition to the Terms of Service and License for 3M Asset Management System set forth above, User further agrees to and contracts with 3M under the following Region-Specific Terms of Service for 3M Asset Management System for any country or region designated below from which the User accesses or uses 3M Asset Management System and Services.

### European Union

User Data and 3M's Use of User Data

[Link to 3M Data Privacy Statement](#)

### Canada

User Data and 3M's Use of User Data

User and 3M hereby acknowledge and agree:

(a) that User has obtained the relevant consent necessary for the collection, use, disclosure, and transmission of personal information (defined as any piece of information, either factual or subjective, about an identifiable individual) for storage outside of Canada in connection with User's use of the Asset Management System and Services, in accordance with PIPEDA (Personal Information Protection and Electronic Documents Act) and any other applicable provincial legislation concerning the protection of personal information;

(b) that all personal information exchanged between User and 3M will be used solely for the purposes described in this Agreement and for no other purpose;

(c) not to disclose any personal information other than what is necessary to fulfill the purpose of the Agreement or as required by law;

(d) to use appropriate security measures to protect all personal information exchanged between User and 3M;

(e) to return or securely dispose of the transferred information once it is no longer needed for the purpose specified herein or after the termination of the Agreement; and

(f) to cooperate with one another by notifying each other of all access requests, rectification requests or consent revocations received relative to personal information held by User or 3M as a result of the exchange of information between the parties.

(g) User shall indemnify 3M and its directors, officers, agents and employees from and against any direct damages which may incur in connection with a breach of the clauses (a) to (f) or a breach of PIPEDA or other related provincial legislation concerning the protection of personal information by 3M, its officers, employees, agents and subcontractors.