

SUBSCRIPTION SERVICE AGREEMENT

Briggs & Stratton Corporation (“**Briggs & Stratton**”) offers the InfoHub™ software subscription services to Customer for use in conjunction with connected power equipment (“**Service**”). The Service is available on a subscription service basis. Customer wishes to access and use the Service pursuant to the terms of this Subscription Services Agreement (“**Agreement**”).

IN ORDER TO USE THE SERVICE YOU MUST AGREE TO COMPLY WITH THE TERMS OF THIS AGREEMENT. BY CLICKING THE BOX INDICATING YOUR ACCEPTANCE, YOU AGREE TO THE TERMS OF THIS AGREEMENT.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS SUBSCRIPTION AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO THE TERMS OF THIS SUBSCRIPTION AGREEMENT, YOU MAY NOT USE THE SERVICE.

1. **Subscription Service.** We provide the Service to you on a subscription basis. Subject to your timely payment of subscription fees and compliance with this Agreement, Briggs & Stratton will provide Customer: (a) the right to access and use the Service in connection with the operation of Customer’s power equipment; and (b) support services for the Service.
2. **Creating Accounts.** To use the Service, you must create a user account following the requirements set out in the InfoHub Terms of Use. You will be the primary account holder for the Service. You may permit others to access and use the Service by creating secondary accounts.
3. **Authorized Users.** Only persons authorized by Customer to access and use the Service through the creation of secondary accounts are permitted to use the Service (“**Authorized Users**”). Customer is responsible for the actions or inactions of its Authorized Users when accessing and using the Service. Customer shall be responsible for all Authorized User identification and passwords. Customer agrees that:
 - (a) it will not allow any Authorized User’s account to be used by more than one individual Authorized User unless it has been reassigned in its entirety to another individual Authorized User, in which case the prior Authorized User shall no longer have any right to access or use the Service;
 - (b) it will ensure that the Authorized Users use the Service in accordance with the terms and conditions of this Agreement;
 - (c) it shall be liable to Briggs & Stratton for any actions by an Authorized User in violation of this Agreement; and

- (d) you will immediately notify us if you become aware of an unauthorized access or use of the Service.

4. Subscription Services Fees. We provide the Service upon your timely payment of subscription fees.

4.1 **Fees.** Customer shall pay Briggs & Stratton the subscription fees (“**Fees**”) for the Service plus any applicable Taxes. The Fees are payable in advance by Customer on the first day of your monthly subscription period or on an annual basis (where available) depending upon the subscription term you choose. You may pay your Fees and Taxes using a credit card (or ACH (where available)). Subscription fees are calculated on a per device basis.

4.2 **Recurring Payment.** Customer understands that its credit card (or where available ACH) payment will be automatically withdrawn or accessed on a monthly or annual recurring basis (where available) until you cancel the Service or until we terminate this Agreement. If your credit card or ACH information is no longer current or invalid, your access to the Service may be interrupted. Briggs & Stratton shall have no liability to you for your failure to keep your payment information current or valid.

4.3 **Taxes.** Customer shall pay all applicable taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “**Taxes**”) for the use of the Service, provided that Customer shall not be liable for any taxes based on Briggs & Stratton’s income.

4.4 **Suspension of Service.** If you fail to make payments when due, we will provide you with written notice of your default five days after you are past due. If you fail to make the payment within five (5) days after receipt of the first notice of default, we will provide you a second notice advising that the Service will be suspended or terminated five (5) days after the second notice of default. We will provide notices of default and notice of suspension or termination to the primary account holder at the email address provided at the time you subscribe to the Service.

5. Ownership and License Rights.

5.1 **Service, Documentation and Content.** Briggs & Stratton and its licensors own all rights, title and interest in the Service, the instructions, training materials, user guides and other information supplied by Briggs & Stratton to Customer to assist in the use of the Service (“**Documentation**”) and the Content, including all related intellectual property rights. Nothing in this Agreement grants or transfers to Customer or its Authorized Users any ownership rights to, or licenses in, the Service, the Documentation, or the Content, or any intellectual property, including, without limitation, patents, copyrights, trade secrets, trade names, trademarks (whether registered or unregistered), in respect of the Service, the Documentation, or the Content.

- 5.2 **InfoHub Data.** Customer shall own the InfoHub Data as defined in the InfoHub Privacy Policy which is incorporated by reference into this Agreement. Customer grants Briggs & Stratton a worldwide, perpetual, royalty-free, assignable, sub-licensable, transferable, irrevocable right and license to host, copy, display and use the InfoHub Data as reasonably necessary for Briggs & Stratton to provide the Service and for any purpose permitted under the Privacy Policy. Customer represents and warrants to Briggs & Stratton that it has all rights necessary to permit Briggs & Stratton to use the InfoHub Data as contemplated by this Agreement.
- 5.3 **Customer Suggestions.** Customer grants Briggs & Stratton a worldwide, perpetual, royalty-free, assignable, sub-licensable, transferable, irrevocable right and license to use and incorporate into our Service, our Content, or our products, or services any suggestions, enhancement requests, recommendations, corrections or other feedback provided by Customer.
6. **Terms of Use.** Customer shall comply with and cause its authorized users to comply with the InfoHub Terms of Use when accessing and using the Service and the InfoHub Data. The Terms of Use are incorporated by reference into this Agreement.
7. **Customer Representations and Obligations.**
- 7.1 Customer represents to Briggs & Stratton that Customer will comply with all applicable laws, and will not violate the rights of any third parties in providing or utilizing the Service, the Documentation, the Content, or the InfoHub Data.
- 7.2 Customer represents too that it has the authority to use the InfoHub Data it incorporates into the Service.
- 7.3 Customer will use its best efforts to prevent unauthorized parties from accessing or using the Service, the Documentation, the Content or the InfoHub Data.
- 7.4 Customer will only use the Service, the Documentation, the Content, or the InfoHub Data in compliance with applicable laws, rules and regulations.
8. **Confidential Information.**
- 8.1 In providing and utilizing the Service, each party will be required to share certain “**Confidential Information**” with the other party. For purposes of this Agreement, Confidential Information means any software or information regarding the Service, the Content, the Documentation or the InfoHub Data, or the technical infrastructure of the Service which is proprietary to Briggs & Stratton or Customer, and that the applicable party would not disclose in the absence of a confidentiality agreement. Each party will maintain the confidentiality of the Confidential Information of the other party during and after termination of this Agreement. Confidential Information does not include data or information that:

- (a) is within the public domain at the date of disclosure by the disclosing party or which thereafter enters the public domain through no fault of the receiving party;
- (b) is already known to the receiving party at the time of its disclosure by the disclosing party; or
- (c) is received by the receiving party without obligation of confidence from a third-party.

8.2 Non-Disclosure Obligations.

- (a) The party receiving Confidential Information shall not, directly or indirectly, provide any Confidential Information to any person or entity or for any purpose whatsoever (including in any manner that would benefit any competitor of Briggs & Stratton) except as expressly permitted under this Agreement;
- (b) The party receiving Confidential Information will use and reproduce the Confidential Information only to the extent necessary to utilize the Service;
- (c) The party receiving Confidential Information may not disclose the Confidential Information except to its employees and agents (“**Representatives**”) who have a need to know the Confidential Information to exercise its rights or obligations under this Agreement and who have assumed obligations of confidentiality equal to or greater than the obligations under this Section;
- (d) The party receiving Confidential Information will use reasonable efforts to treat all Confidential Information as strictly confidential, provided that in no event will such efforts be less than the degree of care that the disclosing party uses to protect its own confidential information; and
- (e) Upon the request of the disclosing party, the receiving party, will return or destroy all Confidential Information in its possession or control.

8.3 Compelled Disclosure. The receiving party will be entitled to disclose Confidential Information of the disclosing party if required by a court, administrative body, or regulatory body (including a stock exchange) of competent jurisdiction or applicable law, provided that the receiving party will:

- (a) give prompt advanced written notice of any such requirement for disclosure to the disclosing party so that the disclosing party may seek a protective order or other appropriate remedy;
- (b) take such steps as are reasonably necessary and available to maintain the confidentiality of the Confidential Information by such court, administrative or regulatory body; and

- (c) make such disclosure only to the minimal extent so required to comply with the applicable law or governmental body request.

8.4 **Equitable Relief.** A breach of the confidentiality obligations under this Agreement may result in irreparable harm to the disclosing party, for which there is no adequate remedy at law. In the event of a breach or a threatened or intended breach of the above confidentiality by the receiving party, the disclosing party shall be entitled to seek an injunction, enjoining and restraining such breach, or threatened or intended breach, and to such other rights and remedies as are available at law or in equity without the need to post bond or other security or the need to prove actual damages.

9. **Technical Support.** Briggs & Stratton will, as part of the Service and at no additional cost to Customer, provide Customer with technical support as described in Exhibit 2 to this Agreement.

10. **Service Availability.** During the subscription period, Briggs & Stratton shall use commercially reasonable efforts to make the Service available to Customer on a 24x7 basis (twenty-four hours per day, seven days per week), except for: (i) scheduled system back-up or other on-going maintenance as required by Briggs & Stratton, (ii) for any unforeseen cause beyond Briggs & Stratton's reasonable control, including, but not limited to, internet service provider or communications network failures, weather, natural disasters, denial of service attacks, or similar attacks, interruption of service from a third-party service provider or any force majeure events set forth in this Agreement or (iii) without notice in the case of an emergency maintenance situation.

11. **AS-IS SERVICE. BRIGGS & STRATTON PROVIDES THE SERVICE AND THE CONTENT ON AN AS-IS AND "AS AVAILABLE" BASIS. BRIGGS & STRATTON EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO THE SERVICE OR THE CONTENT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OR FROM A COURSE OF DEALING OR USAGE OF TRADE, TO THE FULLEST EXTENT PERMITTED BY LAW. BRIGGS & STRATTON MAKES NO WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICE, NO WARRANTY THAT THE SERVICE WILL BE AVAILABLE UNINTERRUPTED OR ERROR-FREE, AND NO WARRANTY THAT ANY DEFECTS IN THE SERVICE OR CONTENT WILL BE CORRECTED. WE MAKE NO WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, SECURITY, RELIABILITY, QUALITY, TIMELINESS OR AVAILABILITY OF THE SERVICE OR THE CONTENT, OR ANY ERRORS OR OMISSIONS IN THE SERVICE OR THE CONTENT. IF YOU ARE NOT SATISFIED WITH THE SERVICE, YOU'RE SOLE AND EXCLUSIVE REMEDY IS TO TERMINATE YOUR SUBSCRIPTION AND CEASE USING THE SERVICE.**

IF YOU PURCHASED EQUIPMENT FROM BRIGGS & STRATTON, THE WARRANTY FOR THE EQUIPMENT IS COVERED UNDER THE POWER EQUIPMENT WARRANTY AND NOT THIS AGREEMENT.

- 12. DISCLAIMER OF LIABILITY. IN NO EVENT WILL BRIGGS & STRATTON, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, PROFESSIONAL ADVISORS, SUPPLIERS, SUCCESSORS OR ASSIGNS OR ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, PROFESSIONAL ADVISORS, SUCCESSORS OR ASSIGNS SHALL HAVE ANY LIABILITY FOR ANY DELAYS, PROBLEMS, DELIVERY FAILURES, DETERIORATION, DEGRADATION, OR LOSS IN OR OF ABILITY TO USE THE SERVICE, CONTENT OR INFOHUB DATA IN ANY WAY ATTRIBUTABLE TO: COMMUNICATIONS NETWORKS AND FACILITIES OUTSIDE BRIGGS & STRATTON'S DEMARCATION POINT, CONNECTIVITY OR NETWORK ACCESS WHICH IS OUTSIDE OF THEIR REASONABLE CONTROL, ANY THIRD-PARTY PRODUCT, SERVICE OR SOFTWARE WHICH BRIGGS & STRATTON DOES NOT CONTROL, THE INTERNET, OR CUSTOMER'S OR ITS AUTHORIZED USERS' FAILURE TO MAKE COMMERCIALY REASONABLE ADJUSTMENTS WHEN RECOMMENDED BY BRIGGS & STRATTON TO DO SO.**
- 13. CUSTOMER ACKNOWLEDGEMENTS. CUSTOMER ACKNOWLEDGES THAT IT HAS OR WILL HAVE INDEPENDENTLY DETERMINED THAT THE SERVICE MEETS ITS BUSINESS REQUIREMENTS. CUSTOMER IS SOLELY RESPONSIBLE, AT ITS OWN EXPENSE, FOR ACQUIRING, INSTALLING AND MAINTAINING ALL NECESSARY DATA COMMUNICATIONS CIRCUITS AND CONNECTIVITY SERVICE, RELATED EQUIPMENT, HARDWARE, SOFTWARE AND SERVICES ON THE CUSTOMER SIDE OF DEMARCATION NECESSARY TO ACCESS AND USE THE SERVICE.**
- 14. CONSEQUENTIAL DAMAGES EXCLUSION. IN NO EVENT SHALL BRIGGS & STRATTON, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, PROFESSIONAL ADVISORS, AND ITS SUCCESSORS AND ASSIGNS, OR ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, PROFESSIONAL ADVISORS, SUCCESSORS OR ASSIGNS BE LIABLE TO YOU OR TO ANY THIRD-PARTY FOR (A) ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES; (B) LOST PROFITS, LOST DATA , LOST REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF USE, OR BUSINESS INTERRUPTION,OR (C) EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO:**

 - (a) YOUR USE, INABILITY TO USE OR THE RESULTS OF THE USE OF THE SERVICE, THE CONTENT, THE EQUIPMENT, OR THE INFOHUB DATA;**

- (b) **THE RESULTS OF YOUR USE OF THE SERVICE, THE CONTENT, THE EQUIPMENT, OR THE INFOHUB DATA;**
- (c) **A DATA SECURITY OR PRIVACY BREACH;**
- (d) **LOST, CORRUPTED OR COMPROMISED DATA RELATED TO YOUR ACCOUNT OR YOUR USE OF THE SERVICE;**
- (e) **LOSS OF ENJOYMENT OF THE SERVICE, OR EQUIPMENT, OR BUSINESS INTERRUPTION;**
- (f) **UNAUTHORIZED ACCESS TO OR USE OF YOUR ACCOUNT, THE SERVICE, THE CONTENT, OR THE INFOHUB DATA;**
- (g) **ANY TOTAL OR PARTIAL FAILURE OF PERFORMANCE OF, OR MALFUNCTION OF, THE SERVICE;**
- (h) **A VIOLATION OF THE SUBSCRIPTION AGREEMENT, THESE TERMS OF USE, OR THE INFOHUB PRIVACY POLICY. THIS LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES EXCLUSION WILL APPLY WHETHER A CLAIM IS BASED UPON A BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE OR BRIGGS & STRATTON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND FURTHER INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY OR PROPERTY DAMAGE CLAIMS RELATED TO ANY TOTAL OR PARTIAL FAILURE OF PERFORMANCE OF, OR MALFUNCTION OF THE SERVICE, EVEN IF CAUSED BY OUR NEGLIGENCE.**

15. CAP ON DAMAGES. BRIGGS & STRATTON AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AGENTS, PROFESSIONAL ADVISORS, SUCCESSORS OR ASSIGNS MAXIMUM TOTAL LIABILITY FOR ALL CLAIMS INCLUDING, WITHOUT LIMITATION, CLAIMS FOR BREACH OF CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, AND CUSTOMER'S SOLE REMEDY, SHALL BE AN AWARD FOR DIRECT, PROVABLE DAMAGES NOT TO EXCEED THE AMOUNT OF THE FEES PAYABLE BY CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO OUTSTANDING FEES OWING TO BRIGGS & STRATTON UNDER THIS AGREEMENT.

16. Time Frame for Claims. No action, regardless of form, arising out of this Agreement may be brought by either Party more than 1 year after the facts giving rise to the cause of

action have occurred, regardless of whether those facts by that time are known to, or reasonably ought to have been discovered by the Party bringing the action.

17. Ownership of InfoHub Data. In utilizing the Service, Customer will be providing Briggs & Stratton with (a) Personal Data, (b) Connected Data and (c) Location Data as defined in the InfoHub Privacy Policy (collectively the “**InfoHub Data**”). Customer understands that the InfoHub Data will be utilized in accordance with the Privacy Policy.

17.1 Customer represents to Briggs & Stratton that it owns all rights, title, and interest in and to the InfoHub Data necessary to permit the storage and use of the InfoHub Data in connection with the Service and as permitted under this Agreement.

17.2 Briggs & Stratton shall not be responsible or liable for InfoHub Data, except for: (a) maintaining the level of security and confidentiality referred to in this Agreement; (b) protecting the confidentiality of the InfoHub Data; (c) compliance with applicable laws regarding the InfoHub Data in the provision of the Service; (d) any loss, corruption or misuse of the InfoHub Data caused by Briggs & Stratton or its Representatives; and (e) intentional misconduct by Briggs & Stratton or its Representatives.

17.3 Customer shall ensure that it obtains all privacy consents and permissions as required by applicable law for the collection, use, storage, disclosure and transfer of InfoHub Data to Briggs & Stratton for Briggs’ use, copying, processing and storage in connection with providing the Service.

17.4 Customer grants Briggs & Stratton and its Representatives, a non-exclusive, perpetual, non-cancellable, royalty-free, worldwide right, transferable, assignable right and license to use store, copy, record, transmit, maintain, display, process and make derivatives of the InfoHub Data for the purposes of this Agreement and in accordance with the Privacy Policy.

17.5 We use physical, technical and administrative safeguards for protection of the security, confidentiality and integrity of the InfoHub Data, as described in the Documentation. We utilize measures to limit the availability of InfoHub Data to only those Briggs & Stratton Representatives who have a need to access the InfoHub Data: (a) to operate and maintain the Service; (b) if required by applicable law; and (c) if you provide written permission.

18. Notification of Data Breach. In the event that Briggs & Stratton becomes aware of a data security breach with regard to the InfoHub Data, Briggs & Stratton shall take the following actions:

18.1 Promptly communicate the nature of the breach to Customer.

18.2 Assist Customer in notifying impacted individuals or government officials of the breach.

19. Indemnification.

19.1 **Customer's Duty to Indemnify.** Customer agrees to defend, indemnify and hold Briggs & Stratton and its subsidiaries, affiliates, and officers, directors and Representatives, successors and assigns (the "**Briggs & Stratton**") harmless from and against any third-party Claims. In addition, Customer will cover and pay for any and all liabilities, losses, costs, damages, penalties and expenses (including reasonable legal fees and expenses and court costs of an attorney of its own choosing) which the Briggs & Stratton Indemnitees may incur or suffer as a result of any such third-party Claim. Customer will be bound by and will also pay the amount of any settlement, compromise, determination or judgment reached (regardless of whether or not there is an appeal pending):

- (a) for injury (including death) to a person or damage to tangible personal property to the extent such Claims are proximately caused by the negligent acts or omissions or intentional misconduct of Customer or Customer Authorized Users;
- (b) for violations by Customer or its Authorized Users of this Agreement; and
- (c) for a violation of applicable laws.

19.2 **Notice of Claim.** Briggs & Stratton will notify Customer within a reasonable time after Briggs & Stratton first receives written notice of such third-party Claim; however, delay in notice shall not relieve Customer of its duties to indemnify Briggs & Stratton except and only to the extent that Customer was actually prejudiced by such delay. Notwithstanding the foregoing, Customer shall not agree to any settlement which (i) finds fault or liability or requires any obligations of any Briggs & Stratton Indemnitees without Briggs & Stratton's advance written approval; and (ii) resolves the third-party Claim in a manner that involves injunctive or other equitable relief.

20. **Force Majeure.** Neither Party shall be liable for delay or failure in performance, except the payment of money due prior to the Force Majeure event, resulting from Force Majeure. "**Force Majeure**" means any occurrence beyond the reasonable control of a Party which cannot be avoided through reasonable contingency planning by such Party including acts of God, disasters, fires, floods, earthquakes, explosions, riots, war, terrorism, sabotage, nuclear incidents, or acts of government.

In the event a Force Majeure event occurs for Briggs & Stratton and lasts longer than seven (7) calendar days and causes Customer and Authorized Users to be unable to access the Service or causes significant delay or issues with the Service, Customer or Briggs & Stratton may terminate this Agreement, without penalty, on written notice to the other party.

21. Term. The Subscription is offered on a month-to-month basis. The subscription period will automatically renew for successive periods of one (1) month unless Customer fails to pay the monthly fee or unless earlier terminated for a breach of this Agreement.

22. Suspension. We may immediately suspend the Service if in our judgment Customer's use of the Service threatens the security, integrity or availability of the Service, the Content, or the InfoHub Data. We will use commercially reasonable efforts under the circumstances to provide you with notice of such suspension.

23. Termination.

23.1 For Breach. This Agreement may be terminated at any time by either Party resulting from an uncured breach. The non-breaching Party shall give the breaching Party written notice stating the nature and character of the breach. The non-breaching Party shall allow the breaching Party thirty (30) calendar days from the date of the notice to correct the breach. If the breach remains uncured after such thirty (30) calendar day period, the non-breaching Party may terminate the Agreement.

23.2 In the Event of Insolvency or Bankruptcy. Either Party may terminate the Agreement upon advanced written notice to the other Party, if any of the following events occurs to such other Party (a) in the case of a filing of a petition in bankruptcy (b) the Party becomes insolvent or makes a general assignment for the benefit of its creditors or an arrangement for its creditors, or takes the benefit of any law in force for insolvent persons; (c) the Party ceases to carry on business as a going concern; (d) a receiver or manager is appointed for the business of the Party; or (e) the Party takes the benefit of any law in force for the winding up or liquidation of its corporation or other entities.

23.3 Refund or Payment upon Termination. If Briggs & Stratton terminates this Agreement in accordance with Section 23.1, Customer will pay any unpaid fees covering the remainder of the term to Briggs & Stratton. In no event will termination relieve Customer of its obligation to pay any fees payable for the period prior to the effective date of termination.

24. Data Portability and Requests for InfoHub Data.

24.1 You may request the right to export the InfoHub Data within 45 days after the effective date of termination or expiration of this Agreement. We will make the InfoHub Data available to you for export or download as provided in the Documentation. After such 45-day period, Briggs & Stratton will have no obligation to maintain or provide any InfoHub Data.

24.2 If we receive a request for your InfoHub Data pursuant to a subpoena, governmental process or as otherwise required by law, Briggs & Stratton may charge you for the costs of retrieving such data at our then standard hourly rate for data recovery services.

25. **Governing Law.** This Agreement is governed by the laws of the State of Wisconsin without reference to the conflicts of law principles. This Agreement shall not be governed by the *United Nations Convention of Contracts for the International Sale of Goods*, the *International Sale of Goods Act (Ontario)*, or the Uniform Computer Information Transactions Act (UCITA), as amended, replaced or re-enacted from time-to-time, the application of any of which is hereby expressly excluded.
26. **Assignment and Change of Control.** Neither Party may assign this Agreement or any of its rights, benefits, warranties or obligations hereunder, in whole or in part, without the prior written consent of the other Party, which consent will not be unreasonably withheld, and any attempt to assign this Agreement, in whole or in part, without such prior written consent is void. Notwithstanding the foregoing, either party may assign the Agreement or any of its rights, benefits, warranties or obligations hereunder, in whole or in part, without the prior written consent of the other party to an Affiliate of the assigning party, or in the case of: (a) a merger, (b) a transfer of more than fifty percent (50%) of the equity ownership of the assigning party, or (c) the sale of all or substantially all of the assigning party's assets.
27. **Notices.** Any notice required or permitted to be sent under this Agreement shall be sent by electronic mail to the primary account holder. Notices to Briggs & Stratton should be addressed to Briggs & Stratton Customer Support:

Briggs & Stratton Corporation
12301 W. Wirth Street
Wauwatosa, WI 53222

You may also contact our Customer Service Team at **1-833-INFOHUB (1-833-463-6482)**.

28. **Entire Agreement.** This Agreement, the Privacy Policy and the Terms of Use and any other documents referred to herein, constitutes the entire agreement between Briggs & Stratton and Customer relating to the Service and supersede all prior written or oral agreements, representations and other communications with respect to its subject matter. This Agreement may not be amended or modified except by written instrument signed by authorized representatives of both Parties.
29. **Severability.** If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from the Agreement and the other provisions shall remain in full force and effect.
30. **Waiver.** No waiver will be deemed to have been made unless expressed in writing and signed by the authorized representative of the Party against which such waiver is to be asserted. No delay or omission on the part of any Party in exercising any right or privilege under this Agreement will operate as a waiver thereof. A waiver of any provision of this Agreement will not be deemed to waive the same provision thereafter, or any other provision of this Agreement.

31. **Survival.** In the event of the termination of this Agreement, the provisions which by their nature are intended to survive expiration or termination shall survive.
32. **Export Compliance.** The Service, Content, and the InfoHub Data may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use any Service or Content in a U.S. embargoed country or in violation of any U.S. export law or regulation.
33. **Anti-Corruption.** Customer agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Briggs & Stratton Representatives in connection with this Agreement.
34. **Independent Contractors.** Briggs & Stratton and Customer are independent contractors and neither Briggs & Stratton nor any of its employees or agents shall be an employee, agent, partner or joint employee of Customer. Briggs & Stratton assumes sole responsibility for the withholding and payment of all appropriate income and employment taxes for its employees. Briggs & Stratton is solely responsible for all employee rights and benefits for its employees, including compliance with employment laws including workers' compensation, unemployment insurance and wage and hour laws.
35. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

EXHIBIT 1

DESCRIPTION OF THE SERVICE

InfoHub is a software subscription service we offer for use by power equipment owners and operators (“**Service**”). The Service requires the pairing of power equipment and an internet connected device working together (“**Equipment**”). The Service allows authorized users to collect, use, analyze and store comprehensive data about the Equipment they own or operate. The Service may give you access to various types of information about your power equipment, such as billing, power equipment route scheduling and optimization, equipment status and location, maintenance, hours of operation, utilization, conditions, operator locations, battery voltage levels, automated quotations, and equipment connectivity status on a site-by-site basis. You may create custom reports and track your productivity on a real-time basis using the Service. The Service includes analytic information about your use of the Equipment.

The Service may include connectivity to allow the Equipment to communicate using the Internet.

To use the Service, you must first create a user account.

- **Creating an Account.** When you create a user account, you agree to provide truthful information and to keep the information current. You need to provide the Equipment serial numbers when you create your account.
- **Primary and Secondary Accounts.** The initial account you create will be the primary account for the Service (“**Primary Account**”). The Primary Account holder may permit other users to access and use the Service by creating secondary accounts. The Primary Account holder will have access to certain functionality in the Service which is greater than the access provided to the secondary accounts. The Primary Account holder shall be liable to Briggs & Stratton for any claims or losses which arise or relate to use of the Primary Account or any secondary accounts, including, but not limited to, any violations of these Terms, the Privacy Policy, or applicable law.
- **Passwords.** After creation of the Primary Account, the Primary Account holder must arrange for the secondary account users to create their own user name and password information. All users must keep their own user name and password strictly confidential and not share that information with any third-party.

EXHIBIT 2

TECHNICAL SUPPORT

1. **Technical Support Description.** Briggs & Stratton will provide to Customer telephone support during the hours listed on our website. These hours and days are subject to change on written notice to Customer. We will have extended hours available on a seasonal basis.
2. **Frequently Asked Questions (“FAQ’s”).** The Service includes FAQ’s as well as “How to Videos” and instructions about the Service available as part of the web portal service.
3. **Request for Technical Support.** Upon receipt of notification of a support request from an authorized user by phone or e-mail, Briggs & Stratton will open a ticket. The Technical Support staff shall provide assistance and will assign the request for response.
4. **Support Not Covered.** Briggs & Stratton shall be entitled to invoice Customer for costs incurred by Briggs & Stratton, on a time and materials basis, in attempting to correct or bypass errors in the Service which have been reported by Customer, where it is found that such errors were caused by Customer or an Authorized User. Notwithstanding the foregoing, Briggs & Stratton shall notify Customer in writing prior to providing any Services that will result in additional charges.
5. **Maintenance.** From time-to-time, Briggs & Stratton may apply new releases, repairs, upgrades, modifications, patches, bug fixes, enhancements or other maintenance and support services to the Service. Briggs & Stratton will attempt to provide Customer with reasonable advance notice of any scheduled maintenance as commercially practicable (except emergency maintenance). Customer agrees to use reasonable efforts to comply, and to have the Authorized Users comply, with any maintenance requirements about which Briggs & Stratton notifies Customer.