

**SNAP-ON EQUIPMENT INC.  
END USER LICENSE AGREEMENT  
(EZ-COLLETS)**

**YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE INSTALLING THIS EZ-COLLETS APP (AS DEFINED BELOW) OR A PERSON AUTHORIZED BY THE PERSON OR ENTITY WHO ACQUIRED THE EZ-COLLETS TO ACCEPT THE FOLLOWING TERMS ON SUCH PERSON'S OR ENTITY'S BEHALF. "YOU" AND "YOUR" SHALL REFER TO THE PERSON OR ENTITY WHO ACQUIRED THIS PRODUCT. INSTALLING THIS EZ-COLLETS APP INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THEM, YOU SHOULD NOT USE THE EZ-COLLETS APP AND CONTACT SNAP-ON IMMEDIATELY.**

**LICENSE** Upon your acceptance of this End User License Agreement (the "Agreement"), Snap-on Equipment Inc. ("Snap-on") grants, subject to the terms and conditions of this Agreement, to the person or business entity who originally acquired the EZ-COLLETS mobile application products ("EZ-COLLETS App") a non-exclusive, non-transferable (except as permitted below), personal license to use the EZ-COLLETS App ("License"). The EZ-COLLETS App is a proprietary product of Snap-on and is protected by copyright law, as well as other intellectual property laws. Snap-on retains title and ownership of the EZ-COLLETS App, and it is being licensed to you and not sold. All rights, not expressly granted to you, are reserved by Snap-on.

**CONSENT** Each time you use this EZ-COLLETS App, you consent to the collection, use, disclosure, and processing of personal information in accordance with the Privacy Policy attached as Exhibit A. In particular, if you are located in a jurisdiction outside the United States, you consent to the transfer of this information to our servers and computer systems in the United States, a country that may not provide an "adequate" level of data protection within the meaning of the laws in your country.

**PERMITTED USES** YOU MAY: (i) install the EZ-COLLETS App on up to one device per EZ-ADAS activation code; (ii) transfer the EZ-COLLETS App and License to another party if the other party agrees to accept the terms and conditions of this Agreement, provided you retain no copies of the EZ-COLLETS App, and you transfer all of the EZ-COLLETS App to such other party.

**PROHIBITED USES** YOU MAY NOT: (i) other than permitted by this License Agreement, copy the EZ-COLLETS App into any machine readable or printed form for backup or archival purposes; (ii) modify, merge, translate, decompile, reverse engineer, disassemble, decode, or otherwise alter or attempt to derive the source

code of the EZ-COLLETS App; (iii) use the EZ-COLLETS App on more than one device at the same time and with the same activation code; or (iv) transfer, assign, rent, lease, sell, or otherwise dispose of the EZ-COLLETS App on temporary or permanent basis except as expressly provided herein. You will not remove any proprietary notices from the EZ-COLLETS App and will include such notices on any authorized copies of the EZ-COLLETS App.

**TERM** The License is effective until terminated. You may terminate it at any time by destroying the EZ-COLLETS App. The License will also terminate automatically without notice from Snap-on if you fail to comply with any provision of this Agreement. You agree upon such termination to destroy the EZ-COLLETS App and upon Snap-on's request to certify in writing that you have so destroyed the EZ-COLLETS App.

**LIMITED WARRANTY** Snap-on warrants, for a period of ninety (90) days from the date of delivery to you, that the EZ-COLLETS App will perform substantially in accordance with the accompanying technical specifications in the documentation, under normal use. THIS LIMITED WARRANTY IS PROVIDED IN LIEU OF ANY OTHER EXPRESS WARRANTIES (IF ANY), ALL OF WHICH ARE DISCLAIMED BELOW. THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY THAT IS PROVIDED TO YOU AND IS NOT TRANSFERABLE OR ASSIGNABLE.

**WARRANTY DISCLAIMER** EXCEPT AS SET FORTH IN THE ABOVE LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EZ-COLLETS APP IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OF LACK OF VIRUSES, AND OF LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

SNAP-ON AND ITS AFFILIATED COMPANIES DO NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE EZ-COLLETS APP, THE DATA PROVIDED BY OR WRITTEN MATERIALS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR IN TERMS OF YOUR REQUIREMENTS. ALSO, THERE IS NO WARRANTY OF TITLE OR NON-INFRINGEMENT IN THE EZ-COLLETS APP. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SNAP-ON OR ITS AFFILIATED COMPANIES, OR THEIR RESPECTIVE AGENTS, DISTRIBUTORS, DEALERS AND EMPLOYEES, SHALL CREATE A WARRANTY

OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. SNAP-ON DOES NOT WARRANT THE OPERATION OF THE EZ-COLLETS APP TO BE UNINTERRUPTED OR ERROR-FREE, NOR DOES SNAP-ON MAKE ANY WARRANTY OR REPRESENTATION REGARDING THE USE OR OUTPUT OF THE EZ-COLLETS APP IN TERMS OF CORRECTNESS, ACCURACY, COMPLETENESS, TIMELINESS, SEQUENCE, RELIABILITY OR OTHERWISE OR THAT THE EZ-COLLETS APP WILL MEET YOUR REQUIREMENTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU TO THE EXTENT SUCH EXCLUSION IS NOT ALLOWED BY APPLICABLE LAW. THE LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU ALSO MAY HAVE OTHER RIGHTS THAT VARY BY JURISDICTION.

**YOUR EXCLUSIVE REMEDY** If, during the ninety (90) day warranty period, the EZ-COLLETS App fails to comply with the limited warranty set forth above, provided you notify Snap-on within such ninety (90) day warranty period, Snap-on shall, at Snap-on's sole option, either: (i) the return the price paid (if any) for the EZ-COLLETS App; or (ii) repair or replace at no charge, the EZ-COLLETS App not meeting the Limited Warranty, and which is returned to Snap-on at your expense with a copy of the sales receipt. THE FOREGOING IS SNAP-ON'S ENTIRE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO BREACH OF THE LIMITED WARRANTY. If failure of the EZ-COLLETS App has resulted from accident, abuse, misuse or misapplication, Snap-on shall have no responsibility whatsoever. Any replacement EZ-COLLETS App will be warranted for the remainder of the original warranty period of ninety (90) days.

**EXCLUSION OF CONSEQUENTIAL, INCIDENTAL AND CERTAIN OTHER DAMAGES** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER SNAP-ON NOR ANY ONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE EZ-COLLETS APP, INCLUDING BUT NOT LIMITED TO SNAP-ON'S AFFILIATED COMPANIES, DISTRIBUTORS OR DEALERS SHALL BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS OR PERSONAL PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS OR PERSONAL OR CONFIDENTIAL INFORMATION, OR ANY OTHER PECUNIARY LOSS, DAMAGES FOR LOSS OF PRIVACY, OR FOR FAILURE TO MEET ANY DUTY, INCLUDING ANY DUTY OF GOOD FAITH OR TO EXERCISE COMMERICALLY REASONABLE CARE OR FOR NEGLIGENCE) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OR INABILITY TO USE

SUCH EZ-COLLETS APP, EVEN IF SNAP-ON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. **IN NO EVENT WILL SNAP-ON'S OR ITS AFFILIATED COMPANIES' TOTAL LIABILITY FOR ANY AND ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE AMOUNT PAID BY YOU FOR THE EZ-COLLETS APP.** SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO CERTAIN OF THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**TAXES AND CHARGES** You will be responsible for all applicable federal, state or local taxes, tariffs or duties, now or hereafter imposed except for those taxes related to the income of Snap-on.

**EXPORT ADMINISTRATION COMPLIANCE** This Agreement is made subject to any restrictions concerning the export of the EZ-COLLETS App from the United States of America or the country in which you are located. You will comply fully with all relevant export laws and regulations of the United States and any local country, and you will not export, directly or indirectly, the EZ-COLLETS App nor any other technical data received from Snap-on, nor any part thereof, in violation of such laws.

**RESTRICTED RIGHTS** The EZ-COLLETS App is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by or on behalf of any unit or agency of the United States Government (the "Government") is subject to restrictions as set forth in subparagraph (c)(1) of the Rights in Technical Data and Computer Licensed Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Licensed Software---Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Snap-on Equipment Inc. or one of its affiliates, 2801 80<sup>th</sup> Street, Kenosha, WI 53143.

**OPEN Source EZ-COLLETS App Access**

Open source EZ-COLLETS App (if) used in this EZ-COLLETS can be found at:  
<http://www.snaponequipment.com/osl>

**GOVERNING LAW; EXCLUSIVE JURISDICTION** This Agreement will be governed by the laws of the State of Wisconsin (excluding its choice of laws principles). **YOU CONSENT TO EXCLUSIVE JURISDICTION AND VENUE IN THE FEDERAL COURTS SITTING IN MILWAUKEE COUNTY, WISCONSIN, UNLESS NO FEDERAL JURISDICTION EXISTS, IN WHICH CASE YOU CONSENT TO EXCLUSIVE JURISDICTION AND VENUE IN ANY STATE COURT LOCATED IN MILWAUKEE COUNTY, WISCONSIN. YOU WAIVE ALL DEFENSES OF LACK OF**

**PERSONAL JURISDICTION AND FORUM NON CONVENIENS. THE PARTIES HEREBY EXPRESSLY AGREE THAT THIS AGREEMENT SHALL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.**

**GENERAL** You agree that this Agreement is the complete and exclusive statement of the Agreement between you and Snap-on which supersedes any proposal or prior agreement, oral or written, and any other communications between you and Snap-on relating to the subject of this Agreement. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. Any failure by either party to require strict performance by the other of any provision of this Agreement will not constitute a waiver of such provision or thereafter affect the party's full rights to require strict performance. This Agreement may only be amended by specific written amendment signed by authorized representatives of both parties.

**YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**

## EXHIBIT A

### **SNAP-ON EQUIPMENT INC. PRIVACY POLICY**

Snap-on Equipment Inc. ("Snap-on Equipment") is part of the Snap-on group of companies which process your data. Snap-on Equipment operates under the trading name of John Bean, Hofmann, Car-O-Liner and Sun in the North America, Latin America and Europe.

Should you have any questions or concerns regarding this policy, please contact:

**Snap-on Equipment Inc.  
Customer Service  
309 Exchange Avenue  
Conway, Arkansas 72032  
Tele: (800) 362-8326**

We appreciate your use of our services. The protection of your privacy in the processing of your personal data is an important concern to which we pay special attention during our business processes.

1. What personal data do we gather?

We collect and process a range of personal data including, as applicable:

Data you give to us:

- This is information about you that you give to us by filling in forms on our application. It includes information you provide when you download the application on your device, search for a product and when you report a problem with our application. The information you give to us includes for example: name, title, address, business telephone number, purchase information, business email address, fax number, country of origin/nationality, country of residence, customer number, business-related information, and the name of the company you work for.

Data we collect about you:

- With regard to each of your visits to our application, we will automatically collect information about your visits through the use of various technologies, this will include information about your internet service provider, IP address, operating system, device identification number; pages accessed on our application and online sources, and the

date and time of access in order to optimize your user experience and enhance your time spent with us online. Our application uses cookies to distinguish you from other users. This helps us to provide you with a good experience and also allows us to improve our site and services.

Data we collect from other sources, as applicable:

- We may also receive information about you from other websites we operate or the other services we provide. We may also receive information about you from our franchisees or agents. [In this case we will have informed you when we collected that data if we intend to share that data internally and/or combine it with data collected on this site. We will also have told you for what purpose we will share and combine your data OR When we do so, we ask the franchisees or agents to confirm that the information was legally acquired by them and that we have the right to obtain it from them and use it.].
- We also work with third parties including, for example, business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, lead generators, data aggregators, social media platforms, and credit reference agencies. [We will notify you when we receive information about you from them and the purposes for which we intend to use that information.]

## 2. How is that personal data used by us?

We may use personal data held about you in the following ways:

- **Application Experience:** for the technical administration of the application; for internal operations; for customer administration; for product surveys; for troubleshooting; for data analysis, data analytics, testing, and research and development purposes; to ensure that content from our site is presented in the most effective manner for you and for your computer; and as part of our efforts to keep our site safe and secure;
- **Business Uses:** to fulfil a transaction request or to carry out our obligations arising from any contracts you enter into with us or to send more information about becoming a franchisee or dealer; to send renewal notices; to establish and manage accounts; and to analyze and develop new products, services and website;
- **Providing Support:** to provide customer support, manage subscriptions, and respond to requests, questions, and comments; to notify you about changes to our service; and to measure how effectively we address your concerns;

- **Monitoring & Recording:** to handle any calls, chats or other interactions with us, including by the customer services team. Please be aware that it is our general practice to monitor and, in some cases, record such interactions for staff training or quality assurance purposes or to retain evidence of a particular transaction or interaction.
- **Mobile Applications:** to make available mobile applications, to implement social media platforms on some of our websites, to register on these platforms. Please refer also to any supplemental privacy policy that may be available with respect to these third-party social media platforms.
- **Protecting our Rights and Property:** to protect our rights or property or that of our business partners, franchisees, dealers, suppliers, customers or others when we have reasonable grounds to believe that such rights or property have been or could be affected; to recover debts; to prevent, detect, identify, investigate, respond, and protect against potential or actual claims, liabilities and prohibited behavior or activities.
- **Information for our Business Partners, Dealers and Franchisees:** to administer and develop our business relationship with you, the business partner, dealer or franchisee you represent, including sharing information with our group, to enter into or perform a transaction with you, to contact you as part of satisfaction surveys or for market research purposes;
- **Marketing:** to communicate about, and administer participation in, special events, programs, surveys, contests, sweepstakes, and other offers and promotions; to provide you with information about other goods and services we offer, or offered by others, that are similar to those that you have already purchased or enquired about and to send informational or promotional email messages to you, which you may opt out of receiving as described below; and
- **Surveys:** to request and receive from you information regarding your experience with our products and services. We may use the information to design offers customized to your interests.

### 3. On what legal basis do we gather and use my data?

We gather and use your personal data for the performance of a contract to which you are party or in order to take steps at your request prior to entering into a contract.



Is my personal data transferred or provided to third parties?

Snap-on Equipment is a global organization with affiliates, subsidiaries, business processes, management structures and technical systems that cross borders. As such, we will share the personal data we collect with other companies within the Snap-on Equipment group and transfer it to countries in the world where we do business in connection with the uses identified above and in accordance with this Privacy Policy.

Subject to their compliance with applicable legislation and/or this Privacy Policy, we will also disclose your personal data to selected non-affiliated third parties, including those that perform transaction processing or servicing functions, credit reference agencies, debt collection agencies, and/or other companies that provide services on our behalf, professional service providers (including translators, legal advisers and accountants), adverse parties who have a legal right to receive such information and their counsel and experts, law enforcement authorities, and other government authorities.

We will disclose such data for the following purposes:

- to service the legal agreement between us and third parties, to enforce the terms of use, to meet our obligations to content and technology providers;
- to manage client, dealer, franchisee, and customer accounts effectively, to service and process transactions, to market products and services offered by us and our affiliated companies, to manage our business;
- to improve and optimize our site and services;
- to enable them to offer products or services that may be of interest to you (provided that you have consented), which you may opt out of receiving as described below; and
- as required by law in cases where we are under a duty to disclose or share your personal data in order to comply with any legal or regulatory obligation, or to protect our rights, property, or safety, as well as that of our customers, clients, dealers, franchisees or others or in response to a court order, subpoena or a law enforcement agency's request.

Circumstances may arise where, whether for strategic or other business reasons, we decide to sell, buy, merge or otherwise reorganize our business. Such a transaction may involve the disclosure of personal data to prospective or actual purchasers, or

the receipt of such data from sellers. It is our practice to seek appropriate protection for data in these types of transactions.

4. How long will my personal data be kept for?

We will endeavor not to keep your personal data in a form that allows you to be identified for any longer than is reasonably necessary for achieving the permitted purposes. This means that data will be destroyed or erased from our systems or anonymized when it has reached the applicable retention period.

5. Will my personal data be transferred to other countries?

Personal data may be transferred outside of the European Economic Area (“EEA”) to members of our group and other third parties as set out above, provided that certain conditions as set out in the applicable legislation are complied with. Your personal data will also be processed by staff operating outside the EEA who work for us. This includes staff engaged in, among other things, the fulfilment of your order and the provision of support services.

We are party to a data transfer agreement with the members of our group and we will (i) keep that document up to date with current law, and (ii) only engage in personal data transfers from the EEA to outside the EEA in accordance with such an agreement or an alternative means of transfer in compliance with data protection legislation. For more information on the safeguards in place, please contact the [DataProtectionManager@snapon.com](mailto:DataProtectionManager@snapon.com).

6. What security measures are in place to protect my personal data?

We endeavor to protect the security of your personal data. We will seek to maintain administrative, technical and physical safeguards to protect against loss, misuse or unauthorized access, disclosure, alteration or destruction of your personal data. Unfortunately, the transmission of information via the internet is not completely secure. Although we endeavor to protect your personal data, we cannot guarantee the security of your personal data transmitted to us or stored on our systems; any transmission is at your own risk. Once we have received your personal data, we will use procedures and security features to try to prevent unauthorized access. These procedures include physical, electronic, and managerial procedures.

7. How do I update or access my personal data?

We ask that you keep your data as up-to-date as possible, so you may get the maximum benefit from us.

8. What rights do I have in relation to my personal data?

Depending on the circumstances, you may have the right to:

- request access to any personal data we hold about you;
- object to the processing of your data for direct-marketing purposes;
- ask to have inaccurate data held about you amended or updated;
- ask to have your data erased or to restrict processing in certain limited situations;
- request the porting of your personal data to another organization in control of your personal data; and/or
- object to any decision that significantly affects you being taken solely by a computer or other automated process.

If you wish to make a formal request for information we hold about you, you can contact us, at:

**Snap-on Equipment Inc.**  
**Customer Service**  
**309 Exchange Avenue**  
**Conway, Arkansas 72032**  
**Tele: (800) 362-8326**

9. How do I opt out of being contacted for promotional purposes?

You have the right to ask us not to send you marketing communications. We will usually inform you (before collecting the personal data) if we intend to use your personal data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect personal data. You can also exercise the right to prevent such processing at any time by:

- Clicking the unsubscribe link in any informational or promotional email that we send you.
- Calling our Customer Service Centre at 800-362-8326 if you have any questions about changing your contact preference or require assistance in removing your name from our subscription lists.

10. What should I do if I think there has been a breach of the applicable data protection legislation or this Privacy Policy?

If you consider that the applicable data protection legislation or this policy has not been followed, then you should raise the matter with the Data Protection Manager at [DataProtectionManager@snapon.com](mailto:DataProtectionManager@snapon.com). Any breach will be taken seriously.

11. Modifications to this Privacy Statement

We reserve the right to modify this Privacy Policy at any time and without prior notice. We will post any changes on our website so please check regularly for the most recent version of our Privacy Policy. This version was posted on May 28, 2020.