

TERMS OF SERVICE, DATA COLLECTION AND END USER LICENSE AGREEMENT (“EULA”)

Clause 1 - The Parties agree that these TERMS OF SERVICE, DATA COLLECTION AND END USER LICENSE AGREEMENT hereinafter called **EULA** constitutes an indivisible and indispensable agreement for the use of WEG MOTOR SCAN, hereinafter called as **WMS**.

Clause 2 - For the purpose of this Agreement, **WMS** is a package of products and services including but not limited to a Scanner to be attached to Electric Motors designed and manufactured by any legal entity of WEG Group (herein after called WEG Electric Motors) as well as the related software; Internet of Things (IoT) Services and Servers; Systems; Programs; Software Applications (App); and any and all other related products and services, regardless their denomination.

Clause 3 - This Agreement will govern any and all use, access and/or installation of **WMS**, as well as any relations arose from such use, access and/or installation.

Clause 4 - Therefore, The Client must accept all the conditions settled herein before using **WMS**. If the Client does not agree with any of the terms presented in this **EULA** the Client is not authorized to use, install or access **WMS**.

Clause 5 - AGREEMENT PARTIES

By using any and all **WMS** services and/or products the Client –a natural person and/or legal entity using **WMS** products and/or services– agrees with this entire **EULA** between the Client and **WEG GROUP**, a Brazilian group of entities led by WEG Equipamentos Elétricos S.A., as well as its subsidiaries, affiliated and otherwise related companies and entities worldwide (in each case, “we”, “our” and “us”).

Clause 6 - WMS CONDITIONS OF USE

6.1 The **WMS** is designed to be applied in WEG Electric Motors or other manufacturers electric motors, in order to monitor its activities, including but not limited to: (i) 3-Axial vibration monitoring; (ii) Surface temperature monitoring; (iii) Running hours (hrs); and (iv) Manual setting of warning limits (user defined).

6.2 As a remote system, **WMS** was specially designed to work with WEG Electric Motors or other manufacturers electric motors suitable with WEG’s Internet of Things (IoT) Platform. In this way, the performance of the **WMS** depends of the use of the specific **WMS** internet structure.

In order to operate, the **WMS** products and services require the following minimum hardware requirements:

- Smartphone or Tablet with operational system iOS™ 9 or Android™ 5.0, including Bluetooth® technology and internet connection;
- Internet browsers: Chrome™ version 55; Internet Explorer™ version 10; Firefox® version 50.

6.3 In the same way, **WMS** products and service are not allowed to be used along with other services and products not provided by WEG GROUP, including but not limited to different servers, services, scanners, IoTs, APPs or Programs.

Clause 7 DATA COLLECTION AND USE SUBJECT AND DEFINITIONS

7.1 -The Clause 7 herein refers to the transfer, collect, use, store and share of personal and non-personal data related to the WMS software.

7.2 For purposes and fulfilment of this section determinations, the Client, as a legal entity, shall also be designated and shall exercise the function of Controller and must establish protective and security measures of natural persons with regard to personal data. WEG GROUP shall also be designated and shall exercise the function of Processor.

7.3 For the purposes of this section, it is considered:

Controller: means the legal person, herein defined as Client who shall hold liable by all subject rights of its employees, and shall instruct them to use WMS, including but not limited to provide professional logins and other subject data according to his/her employment to the Client,

Processor: means a legal person, herein defined as the Processor or WEG GROUP which may process personal data on behalf of the Controller, limited to the purposes and functions of WMS;

Sub-processor: means any processor engaged by the Processor or by any other sub-processor of the Processor who agrees to receive from the Processor or from any other sub-processor of the Processor, personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

Applicable data protection law: means the legislation and regulation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data which may be used in order to use WMS, in such manner the Controller and Processor agree that the data collected by the use of WMS may be internationally transferred, by which so both Parties give knowledge and acceptance of such international data transfer.

Privacy Policy: set of rules and definitions related to the protection of personal data embraced for WEG, which can be accessed in < <https://www.weg.net/institutional/BR/en/privacy-policy> >.

7.4 Both parties agree that the collected data shall be used only to the purpose of improving the WMS services and products focusing the Client's performance, already described on WMS CONDITIONS OF USE, Clause 6.

Clause 8- OBLIGATIONS OF THE CLIENT/CONTROLLER

8.1 In order to use the WMS software, the Client/Controller expressly agrees with WEG Group's Privacy Policy and undertakes to comply those terms and also enter only data for system operation, such as e-mails address, IP address, login and password, name and phone number of its employees, by previously instructions and warning of its liabilities.

8.2 In case of include data of natural person for the software execution, both parties agree that the collected data shall be used only to the purpose of monitor WMS activities and the Client/Controller shall communicate the employee or third party regarding the processing of personal data.

8.3 All the personal data collected shall be stored only for the duration of this EULA and must be immediately deleted and destroyed as soon the agreement terminate, unless legislation imposed upon the Controller, Processor or Sub-processor prevent it from returning or destroying all or part of the personal data transferred. In that case, the Controller shall guarantee the confidentiality of the personal data transferred.

8.4 The Client/Controller shall observe and shall ensure that all its affiliates, contractors, subcontractors, and employees observe all rules and determinations related to Data and Privacy Protection, to be align to Privacy Policy of WEG Group.

8.5 The Client/Controller shall be the primary contact for the owners of personal data to exercise their rights regulated by General Data Protection.

8.6 The Client/Controller as soon as becomes aware that a personal data breach has occurred, should notify the personal data breach to the WEG GROUP and supervisory authority without delay.

8.7 Any error or failure related to the protection personal data that is identified by Client/Controller shall be immediately notified to WEG GROUP, without delay.

8.8 The Client/Controller expressly recognize and agree that the personal and non-personal data will be transferred and/or processed by country located outside the European Union Economic Area, because this is required to executing the agreement between parties.

8.9 The Client undertakes full responsibility for any breach or infringement of the liabilities assumed in this Clause 8.

Clause 9- GENERAL CONDITIONS

9.1 By using, installing or accessing **WMS**, the **Client** consents and agrees that all the data traffic over such system is transferred to **WEG GROUP** property. **WEG GROUP** will also be entitled to collect any and all data and information related to the equipment and machinery monitored or used within the **WMS** procedures and working services and products.

9.2 Since all data property will be freely transferred to **WEG GROUP** – without any right of indemnity or payment of any kind – **WEG GROUP** and the sub-processors are also authorized to collect, store, use and share all the related data according to the extent of the legal property legislation, including transferring it to any and all countries or jurisdictions regardless of their legislation over the data protection.

9.3 In case of collect and transfer data of natural person, the collected information will not be sold or shared with non-related third parties out of **WEG GROUP** without the Client authorization, unless **WEG GROUP** or sub-processor are legally required to do so.

9.4 The collected data won't be used for other purposes than those described in this EULA.

9.5 The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

Clause 10 - LICENSE

10.1 Notwithstanding the acquisition of the **WMS** sensor by the Client, the **WMS** services are licensed and, therefore, it is mutually agreed that no property or title of ownership is transferred or assigned due the use of **WMS** by the Client.

10.2 All the usage of **WMS** is subjected to the terms and conditions presented herein this **EULA**. The **WMS** licenses are non-exclusive, non-transferable, non-sub licensable, and limited to use on a specific Electric Motor unless otherwise specified in additional agreements.

10.3 All the rights not expressed transferred to the Client, especially but not limited to WMS products or services, including but not limited to patents, trademarks, codes and designs, remains at WEG GROUP property.

10.4 In this way, the Client is not authorized to perform any other use of WMS other than the specified in this EULA – meaning the monitoring of WEG Electric Motors by the WMS products and services.

10.5 Thus, **WMS** is not allowed to be copied, reproduced, distributed, uploaded, shared, sold, reverse engineered or studied, in any manner, entirely or partially, without prejudice of any other use; application; or destination different from the used specified in this **EULA**, which are also forbidden.

Clause 11 - WARRANTY

11.1 To the extent permitted by applicable laws and regulations, **WMS** is provided on an “as is” and “as available” basis. The Client agrees to use, install and access the **WMS** products and services with any and all faults and without any kind of Guarantees or warranties of performance.

11.2 Therefore, **WEG GROUP** herein disclaims any and all warranties or guarantees.

11.3 Neither **WEG GROUP** nor any of **WEG GROUP** affiliate, subsidiaries or related companies should bear any kind of responsibility in relation to **WMS** usage, installation and access or otherwise directly or indirectly related to **WMS**. The risk of using **WMS** is entirely of the Client.

11.4 The Client acknowledges and accepts that **WMS** does not guarantee nor warranty that **WMS** services and products will be error-free, secure, uninterrupted or resistant to program virus, computer attacks or any and all kinds of problems that could arose from the installation, use or accessing of **WMS**.

11.5 The Client herein agrees to waive **WEG GROUP** and all its affiliated, subsidiary and otherwise related companies from any and all responsibility, warranties and/or liabilities, to the extent permitted by applicable laws and regulations.

Clause 12 - NO WARRANTY EXTENSION ON WEG MOTORS

12.1 The use of the **WMS** on an Electric Motor does not improve any warranty condition of the Electric Motor manufactured by **WEG GROUP**.

No kind of problem in the Electric Motor should be implicated to the use of **WMS**.

12.2 The Client herein agrees to waive **WEG GROUP** and all its affiliated, subsidiary and otherwise related companies from any and all responsibility, warranties and/or liability relating to WEG Electric Motors, to the extent permitted by applicable laws and regulations.

12.3 The Electric Motors Warranty shall be governed only by its acquisition contract, the warranty conditions and the relevant laws and regulations. In the case of conflict of that warranty conditions with this document terms regarding any issue involving the electric motors performance, that conditions and regulations shall prevail.

Clause 13 LIABILITY LIMITATION

13.1 The Client hereby waives and excludes any and all liability from WEG GROUP, including but not limited to contractual and statutory rights; punitive damages; personnel losses; losses of profit; goodwill; revenues; data and any other, in the limit allowed by the applicable laws and regulations.

13.2 In any case, in the extent authorized by the applicable law and regulations, our total liability for any and all claims in related to **WMS** will always be limited the values the Client paid us for the services in the 36 months previous from the questioned event.

Clause 14 - INDEMNITY

14.1 By accepting this **EULA the Client** Indemnifies **WEG GROUP** and all its affiliated, subsidiary and otherwise related companies and hold them harmless from any and all claims, suits, liabilities and/or any kind of costs and expenses arose directly or indirectly from or in connection with your acts in relation to **WMS**.

14.2 The Indemnity shall be kept in force regardless of any action taken by **WEG GROUP**, its affiliated, subsidiary and otherwise related companies in order to defend our interest or minimize the chances of loss.

Clause 15 - CHANGES ON THIS EULA

15.1 **WEG GROUP** may change, amend or update this **EULA** by its own discretion.

15.2 In case changes are made, the Client will be notified.

15.3 Once notified, the Client will have the opportunity to accept the updated **EULA** by keep using the **WMS** or rejecting by stopping using the **WMS** and uninstalling the products and services.

Clause 16 - COMPLIANCE DECLARATION

16.1 By acquiring WMS, installing, using or accessing the Client accepts, gives knowledge and consent based on the article 6th, item b, of General Data Protection this entire **EULA** and formally declare to comply with all the applicable laws and regulations, including all the terms of WEG Group's Privacy Policy and Acquisition Term.

Clause 17 - GENERAL APPLICABLE LAWS AND REGULATIONS

17.1 In the extension permitted by your jurisdiction, any and all controversies arose from this **EULA**, including liabilities and damages disputes shall be governed by this **EULA** and the Laws of Brazil;

17.2 The subjects about data protection shall be ruled by General Data Protection Regulation 2016/679 (GDPR).

Clause 18 - TERMINATION

18.1 This agreement can be terminated by a previous notice from either Party and, in this case, **WEG GROUP** will be entitled to exclude immediately all the personal and non-personal information and registers of operation collected by the **WMS** solution along the period of operation at your facilities and sites, unless legislation imposed the opposite.

18.2 However, if the Client fails to comply with any of the clauses of this **EULA** or fails to fulfill the payments requirements, **WEG GROUP** is allowed to terminate this agreement without previous notice.

18.3 Once terminated the agreement the Client has to stop using the **WMS** and uninstall the products and services.