

## **AUTHORIZED USER TERMS OF USE**

### **EFFECTIVE DATE: MARCH 31, 2017**

Patterson-Kelley, LLC a division of SPX Corporation (hereinafter “PK”) provides the Nuro Connect website (this “Site”), and the software, applications, calendars and services embodied herein and all user manuals, technical manuals and any other materials provided by PK (together with this Site, the “Nuro Connect”) for the exclusive use of PK’s sales representatives (each a “Representative” and collectively, “Representatives”). A Representative may authorize certain of its employees and/or contractors (each an “Authorized User”) to use the Nuro Connect.

Access to and use of the Nuro Connect is subject to terms and conditions set forth in a separate agreement (“Representative Agreement”) between PK and its Representative, in addition to these Authorized User Terms of Use (these “Terms of Use”). PK is providing you permission to access and use the Nuro Connect pursuant to the Representative Agreement, solely for the benefit of Representative and PK and at PK’s discretion. You acknowledge that you have no rights under that agreement including any rights to enforce any of its terms. Use by a natural person of the Nuro Connect shall be deemed to be use by such person in his/her individual capacity, as well as an employee, officer, contractor, agent or representative of the Representative authorizing such person to access and use the Nuro Connect (the “Authorizing Representative”).

As an Authorized User (“you” or “your”), you hereby agree and acknowledge that your use of the Nuro Connect shall be strictly in accordance with, and governed by, the terms set forth herein and all applicable laws and regulations. **By clicking on the “I Accept” button, you: (i) REPRESENT THAT YOU ARE AN AUTHORIZED USER, AND (ii) ACCEPT THESE TERMS OF USE AND AGREE THAT YOU ARE LEGALLY BOUND BY THEM.** Notwithstanding anything stated herein to the contrary, by accessing any content or component of or logging into the Nuro Connect, you agree to be contractually bound by these Terms of Use. Accordingly, these Terms of Use shall come into effect upon the earlier of your clicking on the “I Accept” button or accessing any content on or component of the Nuro Connect.

If you do not agree with any of the terms set forth herein, you must cease using any content or component of the Nuro Connect and immediately cease any attempts to log into the Nuro Connect.

1. **Use of This Site.** Use of this Site is solely at PK’s discretion, and PK reserves the right to prohibit anyone from accessing, browsing, supplying information to or downloading information from this Site. You are not granted any rights in or to this Site, any services or any information, other than the limited right to use this Site, the services and the information in furtherance of your Authorizing Representative’s performance of its obligations as a sales representative of PK and in accordance with these Terms of Use and the policies and procedures that PK may adopt from time to time. PK may terminate your access to this Site at any time and for any reason.
2. **Confidentiality.** This Site contains information that may be confidential or proprietary to PK, your Authorizing Representative or their customers. You acknowledge that the information may be treated as confidential by PK, your Authorizing Representative or their customers and agree to take all reasonable measures to protect

the confidentiality of such information and not to access, disclose or use such information except as specifically intended by PK, your Authorizing Representative and their customers.

3. Security. This Site is subject to password protection. You agree not to disclose your password to any other person or entity, including, but not limited to, other individuals employed or engaged by your Authorizing Representative.
4. Termination. The permission granted to you by PK to use the Nuro Connect will terminate immediately on the earlier to occur of:
  - a. your Authorizing Representative ceases to be a sales representative of PK;
  - b. your ceasing to be authorized by your Authorizing Representative to use the Nuro Connect for any or no reason;
  - c. the termination of the Representative Agreement; or
  - d. the termination of your employment, engagement or business relationship with your Authorizing Representative.
5. Limitations of Use. You shall not, directly or indirectly:
  - a. use the Nuro Connect except in furtherance of your Authorizing Representative's performance of its obligations as a sales representative of PK;
  - b. provide any other individual or entity, including any subcontractor, independent contractor, affiliate or service provider of Representative, with access to or use of the Nuro Connect;
  - c. modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Nuro Connect or any part thereof;
  - d. retransmit, publicly display, sell or use any of the information provided other than solely in furtherance of your Authorizing Representative's performance of its obligations as a sales representative of PK;
  - e. copy this Site or any other component of the Nuro Connect, in whole or in part;
  - f. combine this Site or any other component of the Nuro Connect with, or incorporate this Site, any other component of the Nuro Connect or any part thereof in, any other programs or systems;
  - g. reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of this Site or any other part of the Nuro Connect;
  - h. remove, delete or alter or obscure any legends or any trademark, copyright, patent or other intellectual property or proprietary rights notices included on or in this Site or other component of the Nuro Connect, including any copy thereof;
  - i. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise provide any access to or use of this Site or any features or functionality of the Site or any other component of the Nuro Connect, for any reason, to any other person or entity, including but not limited to other individuals employed or engaged by your Authorizing Representative;
  - j. bypass or breach any security device or protection used by the Site or access or use the Site other than through your own then valid password;
  - k. input, upload, transmit or otherwise provide to or through the Site, any information or materials that are unlawful or injurious, or contain, transmit or activate any harmful code;
  - l. damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Site or other components of the Nuro Connect, or PK's provision of services to any user, in whole or in part;

- m. use this Site or any other component of the Nuro Connect in violation of any law, regulation or rule; or
  - n. use this Site or any other component of the Nuro Connect for any purpose that is to PK's commercial disadvantage.
6. Intellectual Property Rights.
- a. All intellectual property rights in the Patterson-Kelley, LLC word mark and word marks of PK's products (e.g., MACH<sup>®</sup>, P-K SONIC<sup>®</sup>, and NURO<sup>®</sup>) belong to SPX Corporation ("SPX") (or a SPX subsidiary or affiliate) absolutely. Nothing in the access to this Site or any component of the Nuro Connect should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any SPX trademark without SPX's prior written permission. Other than intellectual property rights in the SPX trademarks, any other intellectual property rights in the Nuro Connect belong to and shall remain the property of either SPX (or a SPX subsidiary or affiliate) or such other third party as has granted use of such intellectual property rights to SPX and nothing in these Terms of Use shall transfer any intellectual property rights in the Nuro Connect to any Authorized User or Authorizing Representative.
  - b. The Nuro Connect may include third-party software, applications services and materials ("Third Party Materials"). Nothing in these Terms of Use grants any right, title or interest in or to (including any license under) any intellectual property rights in or relating to the Nuro Connect (including, but not limited to, Third Party Materials), whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the Nuro Connect (including, but not limited to, Third Party Materials) are and will remain with PK and the respective rights holders in the Third Party Materials. You agree to use commercially reasonable efforts to safeguard all components of the Nuro Connect (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access.
7. Collection and Use of Information. PK may, directly or indirectly through the services of others, collect and store information regarding use of the Site and about equipment on which the Site is accessed and used, by a variety of means, including Internet protocol (IP) addresses, log files, Internet tags, session (temporary) cookies, and persistent (permanent) cookies. The information collected may include, but would not be limited to, the frequency with which users visit the Site, the times and dates of users' visits, the pages users review, and other similar information. You agree that PK may use such information for any purpose, including but not limited to: (a) improving the performance of this Site, (b) verifying compliance with these Terms of Use and enforcing PK's rights, including all intellectual property rights in and to this Site and other components of the Nuro Connect, and (c) any commercial purpose of PK, including without limitation the sale of aggregate, non-personally-identifiable statistics and data to third parties.
8. Disclaimers.
- a. USE OF THE NURO CONNECT OR ANY OF THE INFORMATION PROVIDED HEREIN IS AT YOUR RISK. THE NURO CONNECT IS MADE AVAILABLE AS IS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SATISFACTION, FITNESS FOR PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE.
  - b. APPLICABLE LAW MAY IMPLY WARRANTIES OR CONDITIONS OR IMPOSE OBLIGATIONS WHICH CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED OR CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED EXCEPT TO A LIMITED EXTENT. YOU AND PK AGREE THAT SUCH WARRANTIES AND

CONDITIONS WILL BE EXCLUDED, RESTRICTED OR MODIFIED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

- c. YOU HAVE THE SOLE RESPONSIBILITY FOR VERIFYING THE COMPLETENESS AND ACCURACY OF ALL INFORMATION MADE AVAILABLE ON THE NURO CONNECT. FURTHERMORE, YOU HAVE THE SOLE RESPONSIBILITY FOR MAINTAINING THE CONFIDENTIALITY OF YOUR PASSWORD, CONTROLLING ACCESS TO THE SITE THROUGH THE USE OF YOUR LOGIN CREDENTIALS, AND USING THE SITE THROUGH A SECURE NETWORK ENVIRONMENT. PK DOES NOT WARRANT OR REPRESENT THAT USE OF THIS SITE WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE, SECURITY OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. PK STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY MATERIALS AND SERVICES.
  - d. (i) UNDER NO CIRCUMSTANCES WILL PK BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS BY YOU OR YOUR AUTHORIZING REPRESENTATIVE, OR FOR ANY CLAIMS FOR LOSS OF DATA, GOODWILL, PROFITS, USE OF MONEY, INTERRUPTION IN USE OR AVAILABILITY OF THE NURO CONNECT OR THE INFORMATION PROVIDED HEREIN, STOPPAGE OF OTHER WORK OR IMPLEMENTATION OF OTHER ASSETS, ARISING OUT OF YOUR (AS WELL AS YOUR AUTHORIZING REPRESENTATIVE'S) USE OF OR INABILITY TO USE THE NURO CONNECT. THIS PARAGRAPH WILL NOT APPLY ONLY WHEN AND TO THE EXTENT THAT APPLICABLE LAW REQUIRES LIABILITY BEYOND AND DESPITE THE FOREGOING DISCLAIMER AND LIMITATION AND, IN THE EVENT APPLICABLE LAW REQUIRES SUCH LIABILITY, THEN THE PARTIES AGREE THAT SUCH LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.  
(ii) IN NO EVENT WILL SPX' AND ITS DIVISIONS', SUBSIDIARIES' AND AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' AND SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO PK PURSUANT TO THIS AGREEMENT FOR ACCESS TO AND USE OF THE NURO CONNECT.  
(iii) THE LIMITATIONS SET FORTH IN SECTION 8(d)(i) AND SECTION 8(d)(ii) SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.
9. **Governing Law.** These Terms of Use are governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the Commonwealth of Pennsylvania. You and PK agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms of Use.
  10. **Venue.** Any legal suit, action or proceeding arising out of or related to these Terms of Use or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Pennsylvania in each case located in the County of Cumberland, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

11. **Entire Agreement.** These Terms of Use constitute the complete and exclusive statement of the terms of your access to and use of the Nuro Connect.
12. **Assignment.** You shall not assign or otherwise transfer any of the rights granted to you under these Terms of Use.
13. **Amendment and Modification; Waiver.** No amendment to or modification of these Terms of Use is effective unless it is in writing and signed by PK. No waiver by PK of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by PK. Except as otherwise set forth in these Terms of Use, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from these Terms of Use shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
14. **Severability.** If any provision of these Terms of Use is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms of Use or invalidate or render unenforceable such term or provision in any other jurisdiction.
15. **No Third-party Beneficiaries.** The parties do not confer any rights or remedies upon any entity other than the parties to these Terms of Use and their respective successors and permitted assigns.
16. **Electronic Communications.** You consent to agreements with and communications from PK being in electronic form to the extent set out in these Terms of Use.
17. **Ownership of Data.** You agree that (a) any data You enter into the Nuro Connect and any data generated or reported by the Nuro Connect (collectively, the “Data”) will become the sole and exclusive property of PK and (b) You will not retain any rights in or to the Data, including any ideas, concepts contained, implied or expressed in the Data. PK is and shall be the sole and exclusive owner of all right, title and interest throughout the world in and to all Data, including all intellectual property rights. PK may use the Data with no limits as regards time, place, manner and format, including by means of its reproduction, distribution, compilation, modification and transformation, including creating derivative works.