CRANESTAR DIAG TERMS AND CONDITIONS OF USE

THIS AGREEMENT ("Agreement") contains terms and conditions governing Your use of the CraneSTAR Diag System, including, without limitation, Your use of any CraneSTAR Diag Equipment, Software and/or Websites. Capitalized words used but not defined elsewhere in the text of this Agreement shall be as defined in Section 1 below.

PLEASE READ THIS AGREEMENT CAREFULLY. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS OF USE, YOU SHOULD CLICK ON THE "I DISAGREE" BUTTON AND EXIT THIS WEBSITE IMMEDIATELY. BY REGISTERING AND CLICKING "I AGREE," YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. FURTHERMORE, BY CLICKING "I AGREE," ANY PERSON REGISTERING ON BEHALF OF A BUSINESS ENTITY OR CORPORATION CERTIFIES THAT SUCH PERSON IS AUTHORIZED TO ACCEPT THESE TERMS AND CONDITIONS ON BEHALF OF SUCH BUSINESS ENTITY OR CORPORATION. MANITOWOC MAY MODIFY ANY TERM OR CONDITION CONTAINED IN THIS AGREEMENT AT ANY TIME IN ITS SOLE DISCRETION BY E¬MAIL, REGULAR MAIL, POP-UP WINDOW NOTIFICATION OR BY A POSTING ON MANITOWOC'S WEBSITE THAT SETS FORTH THE PROPOSED CHANGE. IT IS YOUR RESPONSIBILITY TO REGULARLY REVIEW THE WEBSITE TO ENSURE THAT YOU HAVE AN UNDERSTANDING OF THE CURRENT TERMS AND CONDITIONS OF USE. ALL CHANGES SHALL BECOME EFFECTIVE TEN (10) DAYS AFTER NOTIFICATION IS SENT BY MANITOWOC OR TEN (10) DAYS AFTER A POSTING ON MANITOWOC'S WEBSITE, WHICHEVER IS EARLIER. IF ANY CHANGE IS UNACCEPTABLE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE TO (A) TERMINATE THIS AGREEMENT BY PROVIDING WRITTEN NOTICE THEREOF TO MANITOWOC IN ACCORDANCE WITH SECTION 24 BELOW AND, (B) REQUEST A PRORATA REFUND OF ANY PREPAID FEE OR SERVICE CHARGE THAT YOU PAID FOR THE PERIOD IN WHICH SUCH TERMINATION OCCURS. YOUR CONTINUED USE OF THE CRANESTAR Diag SYSTEM FOLLOWING THE ABOVE-DESCRIBED TEN (10) DAY PERIOD SHALL CONSTITUTE BINDING ACCEPTANCE OF ANY CHANGE PROPOSED BY MANITOWOC.

1. **DEFINITIONS.**
   - (a) "Administrator" shall be as defined in Section 3(b) below.
   - (b) "Authorized User" means any Person authorized by an Owner to access and use the CraneSTAR Diag System, including, without limitation, any employee, agent or lessee of an Owner granted access to the CraneSTAR Diag System pursuant to Section 3 below.
   - (c) "Confidential Information" shall be as defined in Section 7(c) below.
   - (d) "CraneSTAR Diag System" means all Equipment, Software, Websites and other related technology and services provided by or on behalf of Manitowoc to remotely monitor, log Data, perform remote diagnostics and/or fleet management of Owner's Lifting Products.
   - (e) "Data" means data, records or information of any type collected, stored or transmitted by a Unit and/or the CraneSTAR Diag System concerning a Lifting Product.

- (f) “Dispute” shall be as defined in Section 19 below.
- (g) “Distributor” means any current or future authorized distributor or dealer of Manitowoc’s Lifting Products.
- (h) “Equipment” means the Units and any hardware and other tangible materials provided by Manitowoc to access and use the CraneSTAR Diag System.
- (i) “Intellectual Property” shall be as defined in Section 7(a) below.
- (j) “Laws” mean, collectively, all federal, state, local, municipal, foreign or international laws, statutes, ordinances, rules, regulations, codes, treaties or principles of common law.
- (k) “Lifting Products” mean any crawler cranes, tower cranes, mobile hydraulic cranes, truck mounted cranes or other lifting products sold by Manitowoc.
- (L) “Manitowoc” refers to Manitowoc Cranes, Inc., a Wisconsin corporation, d/b/a Manitowoc Crane Group and/or Manitowoc Crane Care, and any of its affiliates.
- (m) “Owner” means the Person that owns a Lifting Product outfitted with a Unit. With respect to each Lifting Product, the term “Owner” also refers to and includes a Distributor while it owns such Lifting Product.
- (n) “Party” shall individually mean either the Manitowoc entities providing any goods or services in connection with the CraneSTAR Diag System or the Person entering into this Agreement, and “Parties” shall collectively mean the
  Manitowoc entities providing any goods or services in connection with the CraneSTAR Diag System and the Person entering into this Agreement.
- (o) “Person” means an individual, partnership, limited liability company, corporation, association, joint stock company, trust, joint venture or other business entity.
- (p) “Reseller” means any Person authorized by Manitowoc to market and sell the right to access and use the CraneSTAR Diag System, including, without limitation, Manitowoc’s Distributors.
- (q) “Service Provider” means any Person and its affiliates engaged by Manitowoc to provide any services, equipment and/or facilities in connection with the CraneSTAR Diag System, including, without limitation, providers of terrestrial or satellite wireless communications.
- (r) “Service Provider Intellectual Property” shall be as defined in Section 7(b) below.
- (s) “Scheduled Downtime” shall be as defined in Section 4(d) below.
- (t) “Software” means the software provided with, or embedded in, the Unit, the software contained in or underlying the Website, including message processing software, databases, user interfaces, displays, engineering tools and related technology.
- (u) “Unit” means the telematic control unit which allows specified Data obtained by the Unit concerning a Lifting Product to be transmitted over the Service Providers’ cell phone and/or satellite communications networks to a host location controlled by Manitowoc, together with all Software, hardware and ancillary equipment contained therein.
- (v) “Unscheduled Downtime” shall be as defined in Section 4(d) below.

- (w) “Website” refers to all viewable pages (including log-on screens, page headers, custom graphics, button icons, links and text), underlying program code, and accompanying service and system features and documentation of any website designated by Manitowoc for access to and use with the CraneSTAR Diag System.
- (x) “You,” or “Your” refers to the Person entering into this Agreement and/or using the CraneSTAR Diag System.

2. **TERM & TERMINATION.**
   - (a) Term. This Agreement shall commence upon Manitowoc’s acceptance of Your registration and continue for as long as You have the right to access and use the CraneSTAR Diag System in accordance with the terms and conditions of this Agreement (the “Term”).
   - (b) Termination. This Agreement may be terminated as follows:
     - (i) Manitowoc shall have the right to terminate this Agreement, and Your right to access and use the CraneSTAR Diag System, if You materially breach any term or condition of this Agreement, and You do not cure such breach within eight (8) days after receipt of written notice from Manitowoc; provided, however, that such prior written notice and eight (8) day cure period shall not be applicable (i) when doing so would violate law, (ii) would risk damaging the CraneSTAR Diag System, or (iii) would violate any agreement between Manitowoc and a Service Provider, or (iv) would interfere with another Person’s use of the CraneSTAR Diag System; or
     - (ii) Manitowoc shall have the right to immediately terminate this Agreement, and Your right to access and use the CraneSTAR Diag System, with or without advance notice, in the event any Service Provider terminates Manitowoc’s right to access and use its cell phone or satellite network for any reason; or
     - (iii) Manitowoc shall have the right to terminate this Agreement, and Your right to access and use the CraneSTAR Diag System, for any reason by giving You a fifteen (15) day advance written notice of termination in accordance with Section 24 below; or
     - (iv) If You have been authorized by an Owner to access and use the CraneSTAR Diag System, Manitowoc shall have the right to immediately terminate this Agreement, and Your right to access and use the CraneSTAR Diag System, with or without advance notice, in the event Owner’s right to access and use the CraneSTAR Diag System expires or terminates for any reason; or
     - (v) You may terminate this Agreement for Your convenience by giving Manitowoc a sixty (60) day advance written notice of termination in accordance with Section 24 below.
   - (c) Effect of Termination. Upon termination of this Agreement for any reason, Your right to access and use the CraneSTAR Diag System shall automatically terminate and You agree to: (i) immediately cease all access to and use of the Website through any means; and (ii) promptly destroy all items pertaining to the CraneSTAR Diag System, including, without limitation, all copies of screens, all “cache” files, all Confidential Information of Manitowoc, all on-line help information, all documentation relating to the Website and all usernames and

passwords. If Manitowoc terminates this Agreement for its convenience or if You terminate this Agreement as described in the opening paragraph of this Agreement, You shall be entitled to a pro-rata refund of any prepaid fee or service charge that You paid for the period in which such termination occurs. Except as set forth in the preceding sentence, You hereby release and hold Manitowoc harmless from any and all liability resulting from Manitowoc's termination of this Agreement or of Your right to access and use the CraneSTAR Diag System in accordance with this Section.

3. **REGISTRATION.**

- (a) In General. You must provide such information and complete such registration forms as Manitowoc requires before Manitowoc will grant You the right to access and use the CraneSTAR Diag System. Registration forms and related materials are available on registration page(s) posted on the Website or in hard-copy form.
  Manitowoc reserves the right to reject any application in its sole discretion.
- (b) Owner Registration; Designation of Authorized Users and Administrator. If You are an Owner and Manitowoc approves Your application for registration, Manitowoc will issue You a master username and password. You must use Your master username and password to designate an administrator, which shall be your key point of contact ("Administrator"), and those Authorized Users who will be authorized by You to access and use the CraneSTAR Diag System with respect to Your
  Lifting Products, including, without limitation, any Person that leases a Lifting Product from You. Each Authorized User shall be issued his or her own personal username and password, which must be used every time the Authorized User logs on to the CraneSTAR Diag System. You shall ensure that each Authorized User does not disclose or make his, her or its personal username and password available to any other Person. You agree to promptly notify Manitowoc if You know or have reason to believe that an unauthorized Person has learned of or is using any of Your Authorized Users' usernames or passwords. The Administrator shall be responsible for keeping Your (and Your Authorized Users') registration information up to date, which includes informing Manitowoc within forty-eight (48) hours when an Authorized User is no longer employed by You, no longer has an agency or leasehold relationship with You, and/or is no longer authorized by You to access and use the CraneSTAR Diag System. The Administrator shall provide such information to Manitowoc by e-mail, in accordance with the notice provisions of Section 24 below, or as Manitowoc may otherwise request. You shall also notify Manitowoc by email of any changes in, or the termination of employment of, the Administrator within forty-eight (48) hours of any such change.
- (c) Authorized User Registration. If You have been designated as an "Authorized User" by an Owner and Manitowoc approves Your application for registration, Manitowoc will issue You a personal username and password. You must use Your username and password each time You log on and use the CraneSTAR Diag System. You agree to maintain the confidentiality of the username and password
  issued to You by Manitowoc. You shall take all reasonable precautions to safeguard the confidential nature of Your username and password. You agree to

promptly notify Manitowoc if You know, or have reason to believe, that an unauthorized Person has learned of or is using Your username or password.

4. **CraneSTAR Diag SYSTEM & SERVICES.**
   - (a) Services. Subject to the terms and conditions of this Agreement, the CraneSTAR Diag System enables You to use the Website and related tools and applications to monitor specific Data regarding a Lifting Product outfitted with a Unit, which may include: (i) Lifting Product location; (ii) Lifting Product maintenance information; (iii) monitoring of certain operations or functions of the Lifting Product; and (iv) the display of certain messages concerning the Lifting Product. The type and amount of Data made available to You will be determined by Manitowoc in its sole discretion.
   - (b) Service Providers & Service Interruptions. You acknowledge that the Service Providers have granted access to their cell phone and satellite networks to enable the Units to transmit Data to a host location controlled by Manitowoc. You further acknowledge that the Service Providers provide such access on a good faith efforts basis but despite such efforts, service failures and interruptions may occur and are difficult to assess as to cause or resulting damages. Therefore, You agree that neither Manitowoc nor any Service Provider shall be liable for any losses or damages of any kind whatsoever arising out of any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, communication line failure, theft or destruction or unauthorized access to, alteration of or use of Data associated with the CraneSTAR Diag System, whether caused by breach of contract, tortious behavior, negligence or any other cause of action. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT MAY BE INTERRUPTED OR SUSPENDED FOR EXTENDED PERIODS, OR TERMINATED AT ANY TIME, AND THAT MANITOWOC AND ITS SERVICE PROVIDERS SHALL HAVE NO LIABILITY WITH RESPECT THERETO.
   - (c) Modifications of CraneSTAR Diag System. Manitowoc may modify or discontinue, temporarily or permanently, all or a portion of the CraneSTAR Diag System at any time in Manitowoc's sole discretion. Modifications may consist of updates, patches, periodic maintenance and other changes posted on the Website or otherwise provided by Manitowoc. Unless explicitly stated otherwise, any new features that augment, enhance or otherwise change the then-current CraneSTAR Diag System shall be subject to the terms and conditions stated in this Agreement. You understand and agree that the CraneSTAR Diag System is provided on an "AS-IS" basis and that Manitowoc and its Service Providers assume no responsibility for the timeliness, deletion, accuracy or failure to transmit or store any Data or any Owner or Authorized User input information or any Lifting Product service related information. The components of the CraneSTAR Diag System may be changed by Manitowoc at any time without notice. Subject to the Federal Communication Commission number portability rules or any other Laws similar thereto, You have no property rights in any Unit number or communication site address assigned to it by Manitowoc or a Service Provider. You understand and agree that any such number or communication site address can be changed at any time without notice.

- (d) Website Availability. Manitowoc will use commercially reasonable efforts to make the Website available for access seven (7) days a week, twenty-four (24) hours a day, except for specific scheduled weekly downtime periods during which Manitowoc may shut down the Website for the purposes of system upgrades, maintenance, and backup procedures ("Scheduled Downtime"). Currently, the weekly Scheduled Downtime is 10:00 pm Saturday evening to 10:00 am CST on Sunday morning, plus other times as determined in Manitowoc's sole discretion for major software upgrades and network maintenance. In addition, there may be events that from time to time will make the system inaccessible for a limited amount of time due to unforeseen software, hardware, network, power and/or Internet outages ("Unscheduled Downtime"). By using the CraneSTAR Diag System, You acknowledge that both Scheduled and Unscheduled Downtime may occur from time to time and that Manitowoc shall not be liable for any damages resulting therefrom.

5. **DATA.**

- (a) In General. The CraneSTAR Diag System enables You to view certain Data regarding a Lifting Product, as determined by Manitowoc in its sole discretion. Although Manitowoc may use what it considers to be reasonable security measures to protect the Data, Manitowoc shall not be responsible for any Data loss, corruption or exposure that may occur, or damages arising therefrom, in the course of Your access or use of the CraneSTAR Diag System. You agree that Manitowoc may limit the amount of Data collected, stored or transmitted pursuant to the CraneSTAR Diag System and the maximum number of times or duration that
  You may access the CraneSTAR Diag System in a given period of time.
- (b) NOT A SAFETY DEVICE. YOU ACKNOWLEDGE AND AGREE THAT THE CRANESTAR DIAG SYSTEM IS NOT A SAFETY DEVICE AND CANNOT BE USED AS A SUBSTITUTE FOR PROPER OPERATING AND MAINTENANCE PROCEDURES AND POLICIES OR AS AN ALTERNATIVE TO HAVING QUALIFIED, PROPERLY TRAINED AND SUPERVISED PERSONNEL ON SITE. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE CRANESTAR DIAG SYSTEM CANNOT EVALUATE OR ANALYZE ENVIRONMENTAL, PROJECT OR JOBSITE CONDITIONS.
- (c) LICENSE TO USE DATA. ENABLE MANITOWOC AND ANY DISTRIBUTOR THAT SOLD YOU A LIFTING PRODUCT TO USE, COLLECT, STORE AND TRANSIT INFORMATION COLLECTED, STORED OR TRANSMITTED BY THE CRANESTAR Diag SYSTEM CONCERNING YOUR LIFTING PRODUCTS, WITHOUT VIOLATING ANY RIGHTS THAT YOU MAY HAVE IN SUCH INFORMATION, YOU HEREBY GRANT MANITOWOC AND SUCH DISTRIBUTORS A WORLDWIDE, NON-EXCLUSIVE, PERPETUAL, IRREVOCABLE, SUBLICENSABLE, ROYALTY-FREE LICENSE TO COLLECT, VIEW AND USE ANY DATA RELATING TO YOUR LIFTING PRODUCTS THAT MAY BE COLLECTED, STORED AND/OR TRANSMITTED BY THE CRANESTAR DIAG SYSTEM. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU ACKNOWLEDGE AND AGREE

THAT MANITOWOC AND SUCH DISTRIBUTORS ARE ENTITLED TO RETAIN AND USE, FREE OF CHARGE, ANY DATA OBTAINED BY OR THROUGH THE CRANESTAR DIAG SYSTEM ABOUT YOU, YOUR AUTHORIZED USERS AND YOUR LIFTING PRODUCTS FOR SUCH BUSINESS PURPOSES AS MANITOWOC MAY REASONABLY DETERMINE. TERMINATION OF THIS AGREEMENT SHALL NOT TERMINATE OR OTHERWISE NEGATE THE LICENSE GRANTED BY YOU TO MANITOWOC AND SUCH DISTRIBUTORS PRIOR TO THE TERMINATION OF THIS AGREEMENT.

- (d) Distributor's Use of Third-Party Data. If You are a Distributor, You have been granted permission, pursuant to Section 5(c) above, to view and use certain Data specified by Manitowoc in its sole discretion concerning the Owner's Lifting Products ("Third-Party Data"). You acknowledge and agree that Your right to view and use Third-Party Data shall be governed by the following terms and conditions: (i) You shall use Third-Party Data solely and exclusively for such business and marketing purposes as You determine in Your commercially reasonable discretion; (ii) Upon Manitowoc's request, You shall provide Manitowoc with such information regarding Your use of Third-Party Data as Manitowoc requests; (iii) You shall comply with all Laws regarding the Third-Party Data; (iv) You shall maintain all Third-Party Data in strict confidence and in accordance with Section 7(b) below; (v) Your right to view and use Third-Party Data shall automatically terminate upon any termination of this Agreement; (vi) Manitowoc shall have the unqualified right to suspend or terminate Your right to view or use Third- Party Data at any time without cause and without advance notice to You; (vii) You shall be responsible for ensuring that any Authorized User granted access to Third-Party Data by You shall comply with the terms and conditions of this Agreement; (viii) You shall indemnify, defend and hold Manitowoc, the Service Providers and their respective affiliates, shareholders, directors, officers, employees, subcontractors and agents harmless from and against all claims, causes of action, losses, expenses, liabilities or damages, including reasonable attorneys' fees and costs of litigation, arising from or in any way directly or indirectly connected with: (A) any unauthorized access or use of Third-Party Data; or (B) the use of Third-Party Data by You or Your Authorized Users; and (ix) YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT MANITOWOC MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE CONCERNING THE ACCURACY OR COMPLETENESS OF THIRD-PARTY DATA.

6. FEES AND SERVICES CHARGES.

- Subject to compliance with the terms and conditions of this Agreement, an Owner shall be entitled to access and use the CraneSTAR Diag System for a Lifting Product at the price available on the website www.CraneSTARdiag.com. Manitowoc may change this price at any time. An owner has also to pay all fees, charges, taxes and other amounts established by Manitowoc from time to time.

7. **INTELLECTUAL PROPERTY.**

- (a) Ownership of Intellectual Property Rights. You shall not under any circumstances have or acquire any proprietary interest in the CraneSTAR Diag System, including, without limitation, any Equipment, Websites, Software, Unit designs and specifications, Unit addresses or numbers, source code or any other intellectual property associated with or part of the CraneSTAR Diag System (collectively, the "Intellectual Property"). You acknowledge and agree that all rights, title and interest in and to the Intellectual Property and all copyrights, patents, patent applications, trade names, trademarks, trade secret and other proprietary rights in and to the CraneSTAR Diag System is, and shall remain, the sole and exclusive property of Manitowoc. Manitowoc shall have the exclusive right to protect the Software and other written materials relating to the CraneSTAR Diag
System by copyright enforcement procedures or otherwise. You shall not remove any copyright notices or any confidential or proprietary legends from the Software, Website or other written materials bearing such legends. Except as set forth in this Agreement, You shall have no license or other rights whatsoever with respect to Manitowoc's Intellectual Property. You may not alter, adapt, translate, decompile, disassemble, copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code for the CraneSTAR Diag System or Intellectual Property. You shall, without additional compensation, execute and deliver to Manitowoc all papers and documents, and undertake all reasonable actions, as Manitowoc deems necessary or desirable to protect and retain its ownership of the Intellectual Property.
- (b) Ownership of Service Provider's Intellectual Property Rights. You shall not under any circumstances have or acquire any proprietary interest in any intellectual property of owned by or licensed to any Service Provider ("Service Provider Intellectual Property"). You acknowledge and agree that all rights, title and interest in and to any Service Provider Intellectual Property and all copyrights, patents, patent applications, trade names, trademarks, trade secret and other proprietary rights related thereto is, and shall remain, the sole and exclusive property of such Service Provider.
- (c) Confidential Information. "Confidential Information" means all information or documentation identified by Manitowoc as confidential or which should be reasonably understood by You to be confidential and proprietary information of Manitowoc, including, without limitation, all competitive, sensitive or secret business, marketing, technical or other similar confidential information belonging or licensed to Manitowoc and disclosed to You as part of, or in connection with, the CraneSTAR Diag System, including, without limitation, all hardware, Software and related documentation, report formats, screen displays, menu features and any technical information relating thereto. You also acknowledge and agree that the Software constitutes a valuable proprietary product and trade secret of
Manitowoc. Accordingly, You shall observe complete confidentiality with respect to the Confidential Information, and shall not disclose all or any portion of the Confidential Information to any unauthorized Person. You agree to use Confidential Information solely for the purposes of performing this Agreement. Confidential Information shall not be considered confidential to the extent, but

only to the extent, that such information is: (i) as evidenced by clear and convincing evidence, already known by You free of restriction at the time it is obtained; (ii) subsequently learned from an independent third-party free of any restriction; or (iii) available publicly without the breach of this Agreement by You. You acknowledge that certain data may be copied to Your local computer(s) each time You log on to the Website. This concept is called "caching." Manitowoc strongly recommends that You delete or empty each computer's cache and/or "temporary internet file" whenever loggings out of a session.

- (d) Website Content. All contents of the Website are protected by copyright. Except as specifically permitted herein, no portion of the information on the Website may be reproduced in any form, or by any means, without prior written permission from Manitowoc. Users are not permitted to modify, distribute, publish, transmit or create derivative works of any material found on the Website for any public or commercial purposes.

8. **ACKNOWLEDGEMENTS.** You hereby acknowledge and agree as follow:

- (a) Governmental Authorizations. Use of the CraneSTAR Diag System is authorized by governmental authorities only in certain countries, and is permissible only when all permits, licenses and the like have been received from the applicable governmental authorities. In addition, use of a Unit is only permissible if it has been specifically approved for use in that country or territory. For information on those countries or territories in which use of the CraneSTAR Diag System is authorized and whether a Unit has been approved for use in another country or territory, You should contact Manitowoc as described in Section 24 below.
- (b) No Third-Party Beneficiaries. You have no contractual relationship with any Service Provider. You are not a third-party beneficiary of any agreement between Manitowoc and a Service Provider. You acknowledge and agree that the Service Providers have no legal, equitable or other liability of any kind to Owner.
- (c) Security. Neither Manitowoc nor the Service Providers can guarantee the security of wireless transmissions and will not be liable for any lack of security relating to the use of the CraneSTAR Diag System.
- (d) Service Interruptions. The CraneSTAR Diag System may be temporarily interrupted, curtailed or limited because of atmospheric, terrain, other natural or artificial conditions and may be temporarily interrupted or curtailed due to usage concentrations, modifications, upgrades, relocation and repairs of transmission facilities. You agree that neither Manitowoc nor any Service Providers shall be responsible for such interruptions of service or Your inability to use the CraneSTAR Diag System.
- (e) Use of Equipment. In no event shall Manitowoc or any Service Providers be liable for the failure or incompatibility of any Equipment utilized by You in connection with the CraneSTAR Diag System. You shall use the Equipment at Your own risk.
- (f) Internet Access. You (i) must provide for Your own access to the Internet and pay any service fees associated with such access, (ii) must provide all equipment necessary for You to make a connection to the Internet, and (iii) may be required

to download and install additional software plug-ins or applications in order to use certain features or access certain information contained on the Website.

- (g) Google Map Products. The CraneSTAR Diag System may incorporate, from time to time, certain proprietary mapping software and documentation developed Google, Inc. and licensed to Manitowoc. You acknowledge and agree that, in addition to the terms and conditions of this Agreement, such software and documentation shall be governed by Google's Maps Terms of Use found at http://maps.google.com/help/term_maps.html and the legal notices found at http://www.maps.google.com/help/legalnotices_maps.html. You acknowledge and agree that Google may change or update the above-referenced URLs, Maps Terms of Use and/or legal notices from time to time, and You agree to be bound by all of the terms and conditions set forth therein, as amended from time to time.

9. **CONDUCT.** You hereby acknowledge and agree as follow:

- (a) In General. You agree that You shall not perform, permit, or allow any abusive, fraudulent or unlawful use of the CraneSTAR Diag System. You agree to take all steps necessary to control and prevent abusive, fraudulent or unlawful use of the CraneSTAR Diag System. Abusive, fraudulent and/or unlawful use of the CraneSTAR Diag Systems includes, but is not limited to: (i) Accessing, altering or interfering with the communications and/or information of the CraneSTAR Diag System, including, but not limited to, by rearranging, tampering or making an unauthorized connection with the CraneSTAR Diag System, or any Equipment or facilities related thereto, or attempting, allowing or assisting any other person, to do the foregoing; and/or (ii) Using the CraneSTAR Diag System in such a manner so as to interfere unreasonably with the use of the CraneSTAR Diag System by other Persons.
- (b) Compliance with Laws. You shall comply, and ensure that Your Authorized Users comply, with all applicable Laws regarding the CraneSTAR Diag System, including, without limitation, any Laws requiring You to notify Your employees and/or any work councils or similar employee organizations regarding the CraneSTAR Diag System.
- (c) Prohibited Activities. Subject to applicable law, while using the Unit and/or the CraneSTAR Diag System, You may not engage, or assist other Persons to engage, in the following activities:
  - (i) knowingly or intentionally post or transmit any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability; or
  - (ii) knowingly or intentionally post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes or other unsolicited commercial communication (except as otherwise expressly permitted in writing by Manitowoc) or engage in spamming or flooding; or
  - (iii) knowingly or intentionally post or transmit any information or software that contains a virus, worm, Trojan Horse, or other harmful component or instruction designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications device; or

- (iv) post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the CraneSTAR Diag System for commercial purposes (other than as expressly permitted by the provider of such information, software or other material); or
- (v) upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the CraneSTAR Diag System which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or rightholder; or
- (vi) upload, post, publish, reproduce, transmit or distribute in any way any component of the Website, Software, the CraneSTAR Diag System itself or derivative works with respect thereto; or
- (vii) copy, modify, reproduce, republish, distribute, transmit or use for commercial or public purposes the Equipment, Unit, Website or Software, for any purpose; or
- (viii) use or otherwise export or re-export the Equipment, Unit, Website or Software in violation of any applicable export control Laws; or
- (ix) use or otherwise access the Equipment, Unit, Website or Software in violation of any national or international Laws, including without limitation, the rules and regulations of any applicable stock exchanges and over-the-counter markets; or
- (x) circumvent or attempt to circumvent any security protocol on the Website, whether knowingly, inadvertently or intentionally.

10. **THIRD-PARTY USE OF A LIFTING PRODUCT.** If you are an Owner and permit any third-party to use a Lifting Product outfitted with a Unit, whether by lease, loan or otherwise, then You agree to the following:
    - (a) Notice to Third-Party. You shall inform such third-party that the Lifting Product is equipped with the CraneSTAR Diag System, which allows You, Manitowoc and/or the Distributor that sold You the Lifting Product to remotely monitor, log Data and perform a variety of remote diagnostics and management functions with respect to the leased Lifting Product.
    - (b) Designation of Lessee as an Authorized User. If the third-party wishes to use the CraneSTAR Diag System during the period of time it leases the Lifting Product from You, You shall designate the third-party as an Authorized User for the

    duration of the leasing arrangement. Prior to being granted access to the CraneSTAR Diag Systems, the third-party will be required to complete an application for registration and agree to be bound by the terms and conditions of this agreement or by a separate agreement with terms and conditions of use similar to those contained herein but which may supplement these terms and conditions. Manitowoc reserves the right to reject any third-party's application in its sole discretion. You shall be responsible for promptly revoking the third-party's designation as an Authorized User upon the termination or expiration of the leasing arrangement.

11. INDEMNIFICATION.

- If you are an Owner, You shall indemnify, defend and hold Manitowoc, the Service Providers and their respective affiliates, shareholders, directors, officers, employees, subcontractors and agents harmless from and against all claims, causes of action, losses, expenses, liabilities or damages (including reasonable attorneys' fees and costs of litigation) arising from or in any way directly or indirectly connected with: (i) the access and use of the CraneSTAR Diag System by You and Your Authorized Users; or (ii) any breach by You or Your Authorized Users of this Agreement; or (iii) any unauthorized access or use of the CraneSTAR Diag System by Persons utilizing Your or Your Authorized Users usernames and/or passwords.

12. DISCLAIMER OF WARRANTIES.

- NEITHER MANITOWOC NOR ANY SERVICE PROVIDER HAS MADE, OR SHALL BE DEEMED TO HAVE MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE CRANESTAR DIAG SYSTEM OR THE SERVICES PROVIDED IN CONNECTION THEREWITH. MANITOWOC AND ITS SERVICE PROVIDERS EXPRESSLY DISCLAIM, AND YOU EXPRESSLY WAIVE, RELEASE AND RENOUNCE, ALL WARRANTIES OF MANITOWOC AND THE SERVICE PROVIDERS ARISING BY LAW OR OTHERWISE REGARDING THIS AGREEMENT, THE CRANESTAR DIAG SYSTEM OR THE SERVICES PROVIDED IN CONNECTION THEREWITH, INCLUDING, BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE;
  (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OFTRADE;
  (C) ANY WARRANTIES AS TO THE ACCURACY, AVAILABILITY OR CONTENT OF THE CRANESTAR DIAG SYSTEM OR THE SERVICES TO BE PROVIDED BY MANITOWOC OR THE SERVICE PROVIDERS USING THE CRANESTAR Diag SYSTEM; AND
  (D) ANY WARRANTY UNDER ANY THEORY OF LAW, INCLUDING ANY TORT, NEGLIGENCE, STRICT LIABILITY, CONTRACT OR OTHER LEGAL OR EQUITABLE THEORY. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, BUT NOT LIMITED TO, STATEMENTS REGARDING CAPACITY OR SUITABILITY FOR USE, THAT IS NOT CONTAINED IN THIS AGREEMENT SHALL BE DEEMED TO BE A WARRANTY BY MANITOWOC OR THE SERVICE PROVIDERS.

13. LIMITATION OF LIABILITY.

- You acknowledge and agree that You bear all responsibility, risk and costs associated with developing and maintaining Your business, and Manitowoc and the Service Providers shall not be liable to You for any costs or damages caused by any failure or impaired performance of the CraneSTAR Diag System or any component thereof. IN NO EVENT SHALL MANITOWOC OR THE SERVICE PROVIDERS BE LIABLE TO YOU OR ANY OF YOUR AFFILIATES UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL,

(INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, DOWN TIME, LOSS OF USE OF A LIFTING PRODUCT OR LABOR COSTS) ARISING FROM THE CRANESTAR DIAG SYSTEM, BREACH OF THIS AGREEMENT, OR ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, AND REGARDLESS OF ANY ADVICE OR REPRESENTATIONS THAT MAY HAVE BEEN RENDERED BY OR PROVIDED TO THE PARTIES. IN NO EVENT SHALL ANY LIABILITY OF MANITOWOC OR THE SERVICE PROVIDERS UNDER THIS AGREEMENT EXCEED THE AMOUNT OF ONE THOUSAND U.S. DOLLARS ($1,000.00 USD).

14. **DISTRIBUTOR AS RESELLER.**

- If You are a Distributor, Manitowoc appoints You as its agent to market and sell the right to access and use the CraneSTAR Diag System. With respect to such marketing and sale activities, You agree to be bound by the following terms and conditions: (a) You shall be bound by, and shall conduct its business in such a manner as to not cause a violation of, the provisions of any agreement entered into by and between Manitowoc and any Service Provider; (b) You shall comply with any policy which Manitowoc or a Service Provider may establish in writing from time to time concerning the marketing and sale of the right to access and use the CraneSTAR Diag System; and (c) You shall indemnify, defend and hold Manitowoc, the Service Providers and their respective affiliates, shareholders, directors, officers, employees, subcontractors and agents harmless from and against all claims, causes of action, losses, expenses, liabilities or damages (including reasonable attorneys' fees and costs of litigation) arising from or in any way directly or indirectly connected with Your marketing and/or resale of access to the CraneSTAR Diag System.

15. **FORCE MAJEURE.**

- Manitowoc shall not be liable for failure to perform this Agreement due to causes beyond Manitowoc's reasonable control, including, but not limited to, Internet outages, failures of the Service Providers, satellite or other communications outages, acts of God, acts of war or terrorism, enemy actions, hostilities, strikes, labor difficulties, embargoes, non-delivery or late delivery of materials, parts and equipment, delays caused by civil authorities, governmental regulations or orders, fire, lightening, natural disasters or any other cause beyond Manitowoc's reasonable control.

16. **NO UNINTENTIONAL WAIVER.**

- Manitowoc's failure to enforce any provision of this Agreement will not be construed as a waiver of any provision or right.

17. **STATUTE OF LIMITATIONS.**

- Notwithstanding any statute or law to the contrary, You agree that any claim, action, lawsuit, arbitration or proceeding (collectively, "Claim") by You arising out of or relating to this Agreement or Your use or access to the CraneSTAR Diag System must be filed by You within one (1) year after such Claim arose or beforever barred.

18. **RELATIONSHIP OF THE PARTIES.**

- Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the Parties hereto, nor shall either Party have the right, power, or authority to assume, create, or incur any expense or obligation on behalf of the other Party, except as expressly provided herein.

19. **GOVERNING LAW; DISPUTES.**

- (a) This Agreement shall be governed by the laws of the State of New York, United States of America, without regard to any conflicts of law rules or principles which would require the laws of any other jurisdiction except the State of New York to apply to this Agreement. The Parties hereby exclude the United Nations Convention on Contracts for the International Sale of Goods.
- (b) If Your principal place of business is located in North America, Central America or South America, then all questions or disputes regarding the interpretation, performance, or enforceability of this Agreement, or the rights and remedies of the Parties hereunder, and all related actions or counterclaims (collectively, a "Dispute") shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect as of the date of this Agreement, or such other alternative dispute rules upon which the Parties mutually agree in writing. The place of arbitration shall be Chicago, Illinois.
- (c) If Your principal place of business is located in Europe, the Middle East or Africa, then all Disputes shall be submitted to binding arbitration in accordance with the rules of arbitration of the London Court of International Arbitration then in effect as of the date of this Agreement, or such other alternative dispute rules upon which the Parties mutually agree in writing. The place of arbitration shall be London, England.
- (d) If Your principal place of business is located in Asia, Japan, Australia or the Pacific region, then all Disputes shall be submitted to binding arbitration with the International Centre of Dispute Resolution in accordance with the UNCITRAL (United Nations Commission for International Trade Law) Arbitration Rules in effect as of the date of this Agreement, or such other alternative dispute rules upon which the Parties mutually agree in writing. The place of arbitration shall be Singapore.
- (e) The language of any arbitration proceeding shall be English, and all documents not in the English language submitted by any Party must be accompanied by an accurate translation into the English language. No arbitrator shall be an employee, officer or director of either Party or of their respective affiliates, nor shall any arbitrator have any interest that would be affected in any material respect by the outcome of the dispute. IN EACH PARTY WAIVES ANY RIGHT IT MAY

HAVE TO OBJECT THE PLACE OF ARBITRATION TO THE EXTENT ANY ACTION OR PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION. EACH PARTY FURTHER WAIVES ANY OBJECTION IT MAY HAVE TO THE EXERCISE OF PERSONAL JURISDICTION OVER IT BY THE ARBITRAL BODY DESCRIBED IN THIS SECTION. THIS SECTION SETS FORTH THE EXCLUSIVE METHOD OF RESOLVING ANY DISPUTE.

20. **SEVERABILITY.**

- In the event that a portion of this Agreement is held unenforceable, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the Parties, and the remainder of the provisions will remain in full force and effect.

21. **ASSIGNMENT.**

- You may not assign this Agreement without Manitowoc's prior written consent, which may be withheld by Manitowoc in its sole discretion. Any attempted assignment without Manitowoc's consent shall be void and without effect and shall result in Manitowoc's right to immediately terminate this Agreement and the rights granted hereunder without further obligation to You. Manitowoc reserves the right to assign this Agreement to any third-party, including any party that acquires all or substantially all of Manitowoc's assets or equity. This Agreement and the rights and obligations of the Parties hereunder shall be binding on the Parties' respective successors and permitted assigns.

22. **SURVIVAL.**

- The provisions of this Agreement, including, but not limited to, the indemnification, disclaimer of warranties, limitation of liability and confidentiality provisions, and the Data license granted by You, as well as any other provisions that by their nature or context are intended to survive performance by either or both Parties, shall also survive the completion, expiration, termination or cancellation of this Agreement.

23. **ENTIRE AGREEMENT; SECTION HEADINGS.**

- This Agreement, together with any updates, documents or Website pages incorporated herein, constitutes the entire agreement between the Parties and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the Parties respecting the subject matter hereof. The headings in this Agreement are included for convenience of reference only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof.

24. **CONTACT INFORMATION; NOTICES.**

- You are responsible for providing Manitowoc with up-to-date contact information, including, but not limited to, Your primary business telephone numbers, facsimile numbers, e mail addresses and mailing addresses. You shall notify Manitowoc in writing within forty-eight (48) hours of any change in Your

contact information. Manitowoc shall be entitled to rely upon, and send notices to Your thencurrent contact information until such time as Manitowoc receives written notification from You in accordance with this Section of any new or updated contact information. Notices to You by Manitowoc may be made via email, overnight courier or posting on the Website. If notice is given by Manitowoc pursuant to email or overnight courier, Manitowoc shall send such notice to the email or office address You provided during the registration process (or to such other email or office address as You specify in a notice given in accordance with this Section). All notices by You to Manitowoc shall be in writing and sent via email to CraneSTAR@manitowoc.com or via a reputable overnight courier to **Manitowoc – Crane Care Marketing department –CraneSTAR Diag – 66 chemin du moulin carron – 69574 DARDILLY Cedex -FRANCE**
(or to such other email or office address as Manitowoc may specify in a notice given in accordance with this Section). Notices shall be deemed given twenty-four (24) hours after any email is sent, unless the sending Party is notified within such 24-hour period that the recipient's e-mail address is invalid, and within forty-eight (48) hours after the notice is provided to the overnight courier for delivery. Notice posted by Manitowoc on the Website shall be deemed given twenty-four (24) hours after posting thereof.

Last Revised: September 23th, 2015

[END OF TERMS]