

TIMKEN WIRELESS SENSOR AND MONITORING SOLUTION
TERMS OF USE AGREEMENT

Version 1.00 March 1, 2024

NOTICE: THIS *TIMKEN WIRELESS SENSOR AND MONITORING SOLUTION TERMS OF USE AGREEMENT* IS A BINDING CONTRACT BETWEEN YOU AND THE TIMKEN COMPANY. THIS AGREEMENT GOVERNS YOUR USE OF THE TIMKEN WIRELESS SENSOR AND MONITORING SOLUTION AND THE ASSOCIATED SOFTWARE, DOCUMENTATION, AND RELATED ITEMS. BEFORE YOU USE THE TIMKEN WIRELESS SENSOR AND MONITORING SOLUTION OR COMPLETE ANY INSTALLATION OR SETUP PROCESS, CAREFULLY READ THIS AGREEMENT. IF YOU DOWNLOAD THE SOFTWARE, INSTALL THE APPLICATION, USE THE TIMKEN WIRELESS SENSOR AND MONITORING SOLUTION, OR CLICK AN AGREE OR ANY OTHER BUTTON NECESSARY TO COMPLETING AN INSTALLATION OR SETUP PROCESS, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT, AND REPRESENT THAT YOU HAVE AUTHORITY TO BIND YOUR EMPLOYER AND ANY OTHER ORGANIZATION FOR WHICH YOU WILL USE THE TIMKEN WIRELESS SENSOR AND MONITORING SOLUTION, AND (C) ON YOUR OWN BEHALF AND ON BEHALF OF YOUR EMPLOYER OR ANY OTHER ORGANIZATION FOR WHICH YOU WILL USE THE TIMKEN WIRELESS SENSOR AND MONITORING SOLUTION, ACCEPT THIS AGREEMENT AND AGREE THAT YOU (AND, AS APPLICABLE, YOUR EMPLOYER OR OTHER ORGANIZATION) ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT INSTALL OR USE THE TIMKEN WIRELESS SENSOR AND MONITORING SOLUTION AND INSTEAD RETURN THE TIMKEN WIRELESS SENSOR AND MONITORING SOLUTION, INCLUDING ALL ACCOMPANYING WRITTEN MATERIALS AND THEIR RESPECTIVE CONTAINERS WITHIN 30 DAYS OF RECEIPT TO THE PLACE YOU OBTAINED IT. ALL RETURNS ARE SUBJECT TO TIMKEN'S THEN CURRENT RETURN POLICY.

1. Definitions.

The following terms will have the indicated meanings. Other terms may be defined elsewhere in this Agreement.

- (A) "Agreement" is defined in Section 2(A).
- (B) "Computer" means an item or instance of data processing hardware or computing resource, such as a single desktop, laptop, workstation, handheld mobile device (e.g., smartphone or tablet), or server. The term includes an instance of a virtual machine operating on any other Computer.
- (C) "Documentation" means the manuals, instructions, and other technical information in any format that Timken makes generally available for use with the Product.
- (D) "Gateway" means a Timken Gateway of the model You have purchased.
- (E) "License" means the bundle of rights granted to You under this Agreement with respect to the Software, which rights are limited by and subject to all the terms and conditions of this Agreement.
- (F) "Product" means the Timken Wireless Sensor and Monitoring Solution, consisting of one or more Sensors and one or Gateways, the Software, and the Documentation.
- (G) "Sensor" means a Timken Sensor of the model You have purchased.
- (H) "Software" means the software that came with Your Gateway, including boot ROM code and other embedded software, the Documentation, interfaces, content, and any data that came with Your Gateway, whether on disk, in read only memory, or on any other media or in any other form, and any updates and releases to any of the foregoing that Timken makes generally available to its licensees.
- (I) "Terms and Conditions of Sale" means the Timken Terms and Conditions of Sale (Timken Corporation North & South America) available at www.timken.com/termsandconditionsofsale.

(J) "Timken" means The Timken Corporation, an Ohio corporation, having a business address at 4500 Mount Pleasant St NW, North Canton, Ohio 44720.

(K) "You," "Your," and the like refers to the individual or business entity that has purchased the Product.

2. **Agreement.**

(A) Your Use of the Product is governed by and subject to the "Agreement," which means and includes the following, all as they may be amended from time to time:

- (i) this Timken Wireless Sensor and Monitoring Solution Terms of Use Agreement;
- (ii) the Terms and Conditions of Sale; and
- (iii) the provisions of any other document specifically incorporated into this Timken Wireless Sensor and Monitoring Solution Terms of Use Agreement.

(B) The items that make up the Agreement are intended to be read, so far as possible, as consistent with one another, but where they cannot reasonably be so read, the items will be given precedence in the order listed in Section 2(A).

(C) This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all prior statements, understandings, and agreements concerning that subject matter. Timken objects to terms and conditions that are additional to or different from those that are a part of this Agreement, and no additional or different term will be binding on Timken unless expressly made so in a writing signed complying with the requirements of Section 10(C)(ii). The preceding sentence excludes from this Agreement, among other things, (i) terms and conditions appearing on or referenced in Your purchase order or other similar document and (ii) Your standard terms and conditions of purchase.

3. **License; Restrictions.**

(A) Grant of License. Subject to Your continuing performance of the terms and conditions of this Agreement, Timken grants You a limited, non-exclusive, and non-transferable license to use the Software on and in connection with a Gateway for the purpose described in Section 3(A)(ii), and to use the Documentation in connection with Your use of the Product.

(i) *Persons Entitled to Use.* You shall not allow any person or entity to use the Gateway except those of Your employees who need to use the Gateway in connection with their employment duties on Your behalf and who have been instructed on the use of the Gateway and the restrictions applicable to that use provided in this Agreement. You acknowledge that You are responsible for the failure of any person or entity whom You allow to use or access the Gateway to comply with the terms and conditions of this Agreement.

(ii) *Purpose of Use.* You shall not use or allow the use of the Gateway for any purpose other than to access, read, and manipulate data from a Timken Sensor.

(iii) *Upgrades/Updates.* Timken may, but is not required to, create and release updates to the Software, which could include upgrades, bug fixes, patches, and other error corrections or new features. An update may also modify or remove certain features and functionality, and Timken is not obligated to include all existing features or new features that Timken releases for newer or different models of its Gateway products. When Timken creates and generally releases an update to the Software, the update will become part of the Software and will be subject to the License and all the restrictions and limitations in this Agreement. You shall promptly download and install all updates. You acknowledge that

the Product or certain features of the Product might not operate properly if You do not download and install all updates.

(iv) *Duration.* The License (defined in Section 1(E), and distinct from the effectiveness of this Agreement as provided in Section 9(A) becomes effective upon the later of (a) Your receipt of the Gateway and (b) Your payment of any amount owing for your purchase of the Gateway. The License will continue indefinitely until terminated as provided in Section 9(B).

(v) *Transfer.* You may sell or otherwise transfer Your Gateway provided that: (a) the transfer includes your Gateway and all of the Software, including all its component parts, original media, Documentation, and this Agreement; (b) You do not retain any copies of the Software, full or partial, including copies stored on a Computer or storage device; (c) You ensure the transferee reads and agrees to accept the terms and conditions of this Agreement; and (d) You do not grant or purport to grant any kind of separate or derivative rights to the Software. Except as provided in this Section 3(A)(v), You do not have the right to, and therefore you shall not and shall not attempt to, sublicense or transfer the License to the Software, in whole or in part, and regardless of the duration. If You attempt or purport to sublicense or transfer the License, in whole or in part, that attempt will be of no legal effect other than to constitute a material breach by You of the terms of this Agreement.

(vi) *Third-party Material.* The Software, including the Documentation, might display, include, or use software or other copyrighted material of third parties. You acknowledge that Timken is not responsible for these third-party materials, including their accuracy, completeness, timeliness, validity, legality, or quality. Your use of any third-party material is at Your own risk and governed by this Agreement and any terms and conditions imposed by the relevant third party.

(vii) *No Maintenance or other Services.* Your License to the Software does not include, and Timken is not required to provide, maintenance, customer support, customization, or any other service related to the Product. Timken may choose to provide any one or more of those services, and when it does, it may establish the terms and conditions under which it will provide the services, including any fees, limitations on the volume of requests for the services, and limitations on the scope of the licensees and others for whom it will provide the services.

(B) Restrictions on Use. Except as otherwise specifically provided in this Agreement, You are not permitted by this Agreement to, and therefore You shall not and shall not attempt to:

(i) make a copy of the Software or the Documentation, except that You may make additional copies of the Documentation if necessary for Your use of the Product;

(ii) modify, translate, adapt, or otherwise create a derivative work or improvement of the Software or any part of the Software, whether or not the result could be registered or protected as a patent, copyright, trademark, or other intellectual property right;

(iii) use any intellectual property related to the Software in the design, development, manufacture, licensing, or distribution of third-party devices or accessories or third-party software applications;

(iv) reverse engineer, disassemble, decompile, decode, or attempt to derive or gain access to the source code of the Software, any part of the Software, the Sensor, or the Gateway, except as and only to the extent any one or more of those restrictions are (a) prohibited by applicable law or (b) permitted by licensing terms governing the use of open-source components that might be included with the Software;

(v) remove, delete, alter, or obscure any copyright, trademark, patent, or other intellectual property right notice from the Software, Documentation, Gateway, or Sensor;

(vi) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or any feature or functionality of the Software to any person or entity for any reason, including by making the Software available on a network where it could be accessed by more than one Gateway at a time;

(vii) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security feature in or protecting the Software or Documentation;

(viii) disclose to or otherwise allow any person or entity to share any access code necessary to installing or using the Software; or

(ix) use or allow any person or entity to use the Software in any manner contrary to this Agreement or the Documentation or in violation of any applicable law, rule, or regulation.

4. **Intellectual Property.**

(A) No Transfer of Ownership. You acknowledge that (i) the Software is provided to You under license and not by way of sale, (ii) You do not acquire any ownership or other interest in the Software other than the License granted in and subject to the terms, conditions, limitation, and restrictions of this Agreement, and (iii) Timken reserves and retains its entire right, title, and interest in and to the Software, including all copyrights, trademarks, license rights, and other intellectual property rights existing in or related to the Software, except for those belonging to third parties.

(B) Remedy for Infringement Claims.

(i) If a court of competent jurisdiction rules in a final and non-appealable order that the Software infringes the intellectual property rights of a third party and as a result Your continued use of the Software is subject to being prohibited, Timken shall, at its option and as Your sole remedy for this situation (a) obtain, at Timken's sole cost and expense, the right for You to continue to use the Software, (b) replace or modify any portion of the Software that was held to be infringing with a comparable or better result, or (c) terminate the License in the manner provided in Section 9(B)(iii) of this Agreement.

(ii) The remedy in Section 4(B)(i) will not apply if the claim of infringement is based, in whole or in part, on (a) one or more modifications made to the Software by or at the direction of any person or entity other than Timken, or (b) use of the Software in connection with some other software program or system not provided or approved by Timken.

5. **Warranty and Remedies.**

(A) Limited Warranty. Timken warrants the Product for a period of one year from the original date of purchase of the first item of the Product. This warranty is provided only to You and does not extend and may not be transferred to any other person or entity. This warranty is subject to the exclusions and limitations set forth in Section 5(B).

(B) Exclusions.

(i) The Limited Warranty is invalidated if the Product's original serial number has been removed, altered, or defaced.

(ii) The Software and Documentation are not warranted separate from the Product as a whole. The Limited Warranty does not cover software included in the Product that is not owned by

Timken or any of its affiliated companies, including third-party operating systems, utilities, applications, and other programs included in the Product or distributed by Timken as part of the Product.

(iii) The Product is not warranted for use in applications or environments requiring unconditional and uninterrupted reliability in order to safeguard the security of people or tangible or intangible property, including nuclear related activities, mass transportation or air transportation navigation/communication, life-sustaining equipment, nuclear related activities, or any other equipment or activity in which a defect in the Product could cause death, personal injury, or other serious damage. Timken expressly disclaims any express and implied warranties relating to a Product's fitness for, and use within, High-Risk Activities.

(iv) Timken does not warrant, guarantee, or make any representations regarding the use of or the results of the use of the Product in terms of correctness, accuracy, reliability, or otherwise, or suitability and reliability of the Product as incorporated in your system or application, including the appropriate design, process, and safety level of such system or application.

(v) Timken does not warrant that the operation of the Software will be uninterrupted or error free or will detect a condition with the equipment being monitored.

(vi) The Product is not to be considered non-conforming by reason that:

(a) it is not interoperable or compatible with any third-party software or hardware, network, accessories, media, systems, consumables, external wiring or connectors, or any other such items not supplied by Timken, unless Timken has explicitly authorized and supported such interoperability or compatibility to You in writing; or

(b) it requires modification to conform to applicable national or local technical or safety standards or network settings beyond Timken's control that are in force in any country other than the one for which the Product was originally designed and manufactured as indicated on the Product, the original packaging, or the original Product manual.

(vii) The Limited Warranty does not cover non-conformances caused by the following:

(a) accidents, abuse, neglect, mechanical damage (e.g., shock, scratches, pressure or break points), failure or variations in the electrical power supply or circuits, or electrostatic discharge;

(b) transportation, removal, or installation of the Product;

(c) failure to carry out care and periodic (preventive) check-ups/maintenance in accordance with the user manual;

(d) installation, use, or maintenance contrary to the instructions, information, warnings, and safety information in the user manual, technical specification, or equivalent Documentation, which are available at www.timkensor.com;

(e) failure to follow all applicable laws, rules, and regulations in connection with the installation, operation, and maintenance of the Product;

(f) abnormal use of the Product, e.g., use in excess of any usage limitations set forth in the user manual;

(g) site conditions that do not conform to operating conditions according to the user manual, technical specification, and equivalent Documentation;

(h) actual or attempted repair, tampering, adjustment, or modification by anyone other than Timken or Timken-authorized service partner.

(i) use of non-original replacement parts or consumables not manufactured, sold, or approved by Timken;

(j) use of, or connection of a Product to, any third-party software or hardware, network, accessories, media, systems, consumables, external wiring or connectors, or any other such items not supplied or authorized by Timken;

(k) virus infection;

(l) fire, flood/water, lightning, or other acts of nature;

(m) exposure to chemicals or solvents such as glue, or use of inappropriate chemical cleaning agents not approved by Timken.

(C) EXCEPT AS PROVIDED IN SECTION 5(A) (AS LIMITED BY SECTION 5(B)),TIMKEN DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ALL PRODUCTS AND SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON- INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE FROM USAGE OF TRADE OR COURSE OF DEALING. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, TIMKEN LIMITS THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THE WARRANTY PERIOD. THE END USER MUST TAKE PRUDENT STEPS TO PROTECT AGAINST PRODUCT FAILURES WHEN PRODUCTS ARE INCORPORATED IN A SYSTEM OR APPLICATION, INCLUDING PROVIDING BACK-UP AND SHUT-DOWN MECHANISMS.IN PARTICULAR.

(D) Remedy.

(i) If a Product does not meet the limited warranty described in Section 5(A) (as limited by Section 5(B)), Your sole and exclusive remedy will be, at Timken's choice, for Timken to repair the non-conforming Product, provide a replacement Product (EXW the designated Timken facility), or provide a credit of a fair amount not to exceed the price paid for the nonconforming Product. To be entitled to the exclusive remedy, You must (a) submit the warranty claim to Timken within one year following the date You received any part of the Product, (b) return to the Product to Timken, and (c) provide reasonable evidence in support of the warranty claim. The warranty claims limitation period for repaired or replaced Products and re-performed Services will expire at the same time as the original warranty claims limitation period.

(ii) THE REMEDY DESCRIBED IN SECTION 5(D)(i) IS YOUR SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE LIMITED WARRANTY AND FOR ANY OTHER CLAIM RELATING TO THE PRODUCT, REGARDLESS OF THE BASIS OF YOUR CLAIM, WHETHER IT IS IN CONTRACT, TORT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, REGARDLESS WHETHER ANY DAMAGES WERE CAUSED BY TIMKEN'S NEGLIGENCE OR BY ANY DEFECT IN THE PRODUCT, AND REGARDLESS WHETHER SUCH DAMAGES WERE FORESEEABLE OR TIMKEN WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, TIMKEN WILL NOT BE LIABLE FOR, AND BUYER SHALL NOT ASSERT, ANY OF THE FOLLOWING, WHETHER OR NOT DUE TO TIMKEN'S NEGLIGENCE OR DUE TO A DEFECT IN THE PRODUCT, AND REGARDLESS WHETHER THE BASIS IS PRODUCT WARRANTY, DELAYED OR INCOMPLETE DELIVERY, NEGLIGENCE OR ANY OTHER CAUSE: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL AND PUNITIVE DAMAGES; (B) THE COST OF REMOVING AND REINSTALLING PRODUCT AND SENDING PRODUCT TO TIMKEN FOR WARRANTY

INSPECTION; (C) DAMAGE TO OR THE COST OF MAKING ADJUSTMENTS OR REPAIRS TO ANY MECHANISM, EQUIPMENT, OR MACHINERY IN WHICH THE PRODUCT WAS INSTALLED; (D) LOSS OF PROFITS OR REVENUE, LOSS OF USE, LINE SHUT-DOWN, COST OF CAPITAL, AND COST OF SUBSTITUTED PRODUCT, FACILITIES OR SERVICES; AND (E) CLAIMS OF YOUR CUSTOMERS OR OTHER THIRD PARTIES FOR DAMAGES OR PENALTIES, WHETHER OR NOT YOU ARE LEGALLY OBLIGATED TO PAY THEM. IF ANY ONE OR MORE OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, THEN TIMKEN'S ENTIRE LIABILITY WILL BE LIMITED TO AN AMOUNT THAT IN THE AGGREGATE DOES NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE PRODUCT.

(iii) AN ACTION BY YOU TO ENFORCE A WARRANTY CLAIM, WHETHER BY COURT ACTION, ARBITRATION, OR OTHER PROCEEDING, WILL BE BARRED UNLESS COMMENCED WITHIN ONE YEAR FOLLOWING TIMKEN'S NOTIFICATION TO THE CUSTOMER OF TIMKEN'S PROPOSED DETERMINATION OF REMEDY (FOR EXAMPLE, ON THE VALIDITY OF THE WARRANTY CLAIM OR THE AVAILABILITY OR SCOPE OF THE REMEDY) UPON WHICH YOUR CLAIM IS BASED.

(iv) SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATION OF APPLICABLE STATUTORY RIGHTS OF A CONSUMER. THEREFORE, SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

6. Export Restrictions.

The Product may be subject to the export control and sanctions laws and regulations of the United States and other jurisdictions. You shall not directly or indirectly export, re-export, or release the Product to or make the Product available from any jurisdiction to which the export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all export control and sanction laws and regulations that apply to Your use of the Product, including (A) the Export Administration Regulations maintained by the U.S. Department of Commerce, (B) trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control, and (C) the International Traffic in Arms Regulations maintained by the U.S. Department of State. These laws and regulations include restrictions on destinations, users, and end use. You shall not use the Product for any purpose prohibited by applicable law, including the development, design, manufacture, or production of nuclear, chemical, or biological weapons. By downloading, installing, or using the Software or the Product, You represent that You are not located in any U.S. embargoed country or listed on the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Department of Commerce Denied Person's List or Entity List, or any other restricted party list.

7. Collection and Use of Information.

(A) Personal Information. Depending largely on whether You are an individual, Timken might receive personal information about You and Your use of the Software and Product. Timken's use of that personal information is governed this Privacy Notice (www.timken.com/privacy-notice). You acknowledge that You have reviewed and understand the Privacy Notice.

(B) Diagnostic Information. You grant permission to Timken to collect, maintain, process, and use diagnostic, technical, usage, and other information related to Your use of the Product. This information might include unique system or hardware identifiers, and information about the equipment with which the Product is used to log data.

8. Indemnification.

You shall indemnify, defend, and hold harmless Timken, its affiliates, and their respective directors, officers, employees, and agents from and against all loss, damage, liability, deficiency, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, and expenses of every kind, including reasonable attorneys' fees, arising from Your use (including misuse) of the Product or Your breach of any obligation of this Agreement.

9. **Term; Termination; Effect.**

(A) Effectiveness of Agreement. This Agreement (as distinct from the effectiveness of the License as provided in Section 3(A)(iv)) becomes effective upon the earliest to occur of (i) Your receipt of any part of the Product, (ii) Your payment of any fees required for the purchase of the Product, and (iii) Your indication of agreement to be bound by this Agreement, whether by signature, clicking an accept button as part of the use or installation of the Product, or otherwise. This Agreement will continue in effect indefinitely, and notwithstanding the termination of the License as provided in Section 9(B), for so long as necessary to fulfill its purpose and effectuate its allocation of risks and liabilities.

(B) Termination of License.

(i) *By You.* You may terminate the License by sending a written notice to Timken at the address provided in Section 1(H) of this Agreement.

(ii) *Automatically.* The License will terminate immediately, automatically, and without the need for notice, if You commit a material breach of any provision of this Agreement.

(iii) *By Timken.* Timken may terminate License without cause by giving You 30 days' advance written notice. If Timken exercises this right to terminate earlier than two years after this Agreement came into effect, then Timken shall provide a pro rata (based on that two-year period) refund of the amounts You paid for the Product.

(C) Effect of Termination of License. Upon termination of the License, all Your rights under the License will terminate and You shall cease using the Product, but Your obligations with respect to the use, handling, and protection of the Product will continue until You have deleted the Software from all Computers on which You caused or allowed the Software to be installed and have returned to Timken the Product and all copies of and items containing or reflecting the Software. The termination of the License will not affect Your continuing obligations and liabilities under this Agreement, including those related to Your exercise of the License and use of the Product prior to the time at which You have completely satisfied the obligations in the preceding sentence. The termination of the License will terminate any continuing obligations of Timken under this Agreement except for any liabilities that accrued prior to the effectiveness of the termination.

10. **Miscellaneous.**

(A) Interpretation Rules.

(i) The section headings and captions in this Agreement are provided for convenience of reference only and are not intended and are not to be construed to affect the meaning or interpretation of this Agreement.

(ii) The words "include," "including," "such as," and the like shall be construed as introducing a series of one or more examples and not as terms of limitation, unless the text or context clearly requires otherwise (e.g., "including only").

(iii) The definitions for given terms in this Agreement are intended to apply equally to both the singular and plural forms of the terms defined.

(B) Binding Effect; Assignment. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. Except as provided in Section 3(A)(v), You may not and therefore shall not, and shall not attempt or purport to, assign or transfer Your rights or obligations under this Agreement without the prior written consent of Timken. Any attempt to do so without Timken's prior written consent will have no effect.

(C) Waiver, Modification and Amendment.

(i) Except as otherwise specifically provided in this Agreement, the failure or delay by a party in exercising any right, power, or privilege under this Agreement will not constitute a waiver of that right, power, or privilege, preclude any other or further exercise of that right, power, or privilege, or preclude the exercise of any other right, power, or privilege under this Agreement at that or at any other time.

(ii) Except as otherwise specifically provided in this Agreement, a waiver, modification, or amendment of this Agreement will not be effective unless set forth in a writing that both: (a) is signed by the party against which such waiver, modification, or amendment is sought to be enforced; and (b) specifically references this Agreement and the fact that such writing is intended as a waiver, modification, or amendment of this Agreement.

(iii) The terms of this Section 10(C) cannot be waived by oral agreement, course of performance, or any means other than a writing meeting the requirements of Section 10(C)(ii).

(D) Severability. Whenever possible, the terms of this Agreement are to be construed and interpreted so as to be effective and valid under applicable law. If a court or other governmental body having jurisdiction over the parties and the matter determines that any provision of this Agreement is ineffective or invalid under applicable law, that provision will be ineffective or invalid, but only to the least extent required. Every other provision of this Agreement will remain unchanged and in full force and effect.

(E) Governing Law; Dispute Resolution.

(i) *Governing Law.* This Agreement is governed in all respects, including validity, interpretation and effect, by the laws of the State of Ohio, USA, without giving effect to its principles or rules of conflict of laws.

(ii) *Disputes.* Any dispute not resolved by negotiation must be resolved in the courts of Stark County, Ohio (USA) or in the United States federal courts having jurisdiction over Stark County, and each party consents to jurisdiction in those courts; except that either party may seek from any court having jurisdiction appropriate temporary injunctive relief to stop ongoing violations of the other party's obligations under this Agreement.