



END USER LICENSE AGREEMENT (“EULA”): This End User License Agreement (“EULA”) sets forth the terms and conditions that govern your use and/or that of your organization, and its officers, affiliates, employees, subcontractors, and agents (collectively “You” or “Your”) of this software, software as a service or other subscription, application, website or program (“Software”) provided, either directly or indirectly, by Parker-Hannifin Corporation or its affiliates (“Parker”); any user interfaces, descriptions, data, and/or any other information in any media or form whatsoever including user manuals or other documentation, drawings, specifications, certifications, tests and test results, catalogues and other promotional materials, data, images, sound recordings, multi-media and other presentations or materials, or any data, results or output derived from the Software (collectively, “Information”) which you may download and/or otherwise have access to by using the Software; and any Feedback (as defined below) You may provide or upload to the Software. Please carefully read the terms and conditions set forth below and the “Terms and Conditions”, “Online Privacy Policy”, and “Personal Privacy Policy” posted on <https://www.parker.com>, which are hereby incorporated by reference (collectively, “Terms and Conditions”). By installing or using the Software or Information, continuing to use Parker’s website, providing or uploading Feedback to the Software, and/or by signing below, You are consenting to the Terms and Conditions. If you do not agree with or do not wish to accept the Terms and Conditions, You are not permitted to use the Software or Information, or provide or upload Feedback to the Software.

1. WARNING. YOU ARE STRONGLY ADVISED TO EXERCISE CAUTION IN YOUR USE OF THE SOFTWARE AND INFORMATION. IMPROPER USE OF SAME COULD RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR POSSIBLY DEATH. ANY INFORMATION PROVIDED BY PARKER IS SOLELY FOR YOUR OWN INTERNAL BUSINESS PURPOSES, OR THE PURPOSE OF CONDUCTING BUSINESS WITH PARKER, OR IN CONJUNCTION WITH USING PARKER’S PRODUCTS. YOU ACKNOWLEDGE AND AGREE THAT PARKER IS NOT RESPONSIBLE FOR REVIEWING, MONITORING OR ANALYZING ANY OF THE INFORMATION. YOU ARE SOLELY RESPONSIBLE FOR REVIEWING, MONITORING AND ANALYZING THE INFORMATION AND FOR DETERMINING HOW THE SOFTWARE AND INFORMATION ARE USED. YOU ARE FURTHER RESPONSIBLE FOR PREVENTING ANY DAMAGE OR HARM TO ANY USER OF ANY MATERIAL, COMPONENT OR SYSTEM SELECTED, SPECIFIED OR DESIGNED THEREWITH, OR TO ANY OF YOUR EMPLOYEES, AGENTS, CUSTOMERS, SUBCONTRACTORS, OR ANY OTHER PERSONS ARISING OUT OF ANY USE, MISUSE OR ALTERATION OF THE SOFTWARE OR INFORMATION, WHETHER OR NOT INTENTIONAL, INCLUDING ANY ERROR, OMISSION, MISSTATEMENT OR DELETION IN OR OF THE SOFTWARE OR INFORMATION.

2. Intellectual Property. The Software and Information are protected by copyright, patent, trademark and/or other intellectual property or proprietary rights (“IPRs”), and are owned exclusively by Parker-Hannifin Corporation, 6035 Parkland Boulevard, Cleveland, OH 44124, and/or its subsidiaries, affiliates or third-party licensors, excluding any Open Source Software (as defined below) that may be contained within the Software or Information. Nothing in the Terms and Conditions constitutes a waiver of Parker’s IPRs under U.S. or international laws. Parker retains all rights not expressly granted under the Terms and Conditions.

3. Grant of License. Parker hereby grants to You, subject to the Terms and Conditions, a limited, non-exclusive, non-sublicensable, non-assignable, non-transferable, and revocable license to use the Software and Information solely for Your own internal business purposes, the purpose of conducting business with Parker, or in conjunction with using Parker’s products, and only in a manner that is consistent with the Terms and Conditions. Any attempt otherwise to sublicense, assign, or transfer any of the same or rights hereunder shall be null and void. Any rights not expressly granted herein are reserved to Parker.

4. Ownership. Except for any portions of the Software or Information owned or controlled by Parker’s third-party licensors, Parker retains the ownership of the Software and Information. You acknowledge that You have no right, title, or interest in or to the Software, Information or any Parker IPRs. In no event shall You obtain any greater right in and to the Software and Information than a right in the nature of a license limited to the use thereof subject to compliance with all of the Terms and Conditions. The Software or Information may contain open source or free software (“Open Source Software”) or portions which may be owned by third-parties (“Third Party Software”). Any Open Source Software or Third Party Software is subject to different terms and conditions apart from those set forth in the Terms and Conditions, and any such terms are transferred rather than sublicensed to You. Any Open Source Software and Third Party Software is provided to You “AS IS” without any indemnities or warranties of any kind.

5. Your Responsibilities. The Software and Information are intended to be used by adults. By using the Software, You represent to Parker that You are 18 years of age or older. You acknowledge that a mobile device is required to use certain Software and Information, and that the terms of Your mobile service provider shall continue to apply when using the Software and Information. You acknowledge and accept responsibility for any fees that Your mobile provider may charge You for the use of the Software and Information over their network. If You do not

own the mobile device in which You are accessing the Software and Information, then by using the Software, You are representing that the owner of such mobile device has granted You permission to use the device to access the Software and Information. You are also representing that You are solely responsible for the security of Your network and devices accessing the Software and Information.

6. Prohibited Uses. You shall not, either directly or indirectly: (a) Copy or reproduce the Software or Information to any other server or location or media for further reproduction or redistribution; (b) Use, copy, modify, or merge copies of all or any part of the Software or Information, or any portion, feature, function or user interface thereof; (c) Attempt to or reverse engineer, disassemble, reverse translate, decrypt, or in any manner decode or decode the source code or any part of the Software or Information; (d) Remove any proprietary notices, labels, tradenames or marks, logos, or other markings on, in, or from the Software or Information, or frame or mirror any part of the Software; (e) Access, transmit, or store infringing, libelous, or otherwise unlawful or tortious material or material in violation of third party privacy rights, or malicious code, or interfere with, or disrupt the integrity or performance of any Parker services, systems, or networks, or any data contained therein; (f) Provide any false or misleading information, including but not limited to interactions on Parker’s website or chat services; (g) Any use of automated technology, including but not limited to bots, that are intended to collect information from Parker’s website; (h) Attempt to gain or permit unauthorized access to any Parker services, systems, or networks, or use any such services, systems or networks in a way that circumvents a contractual usage limit, or for purposes of competing with Parker; (i) Transmit, upload, or otherwise transfer any material that may result in a denial-of-service or other disruption on Parker’s network, system, or infrastructure; or (j) Violate any laws or regulations.

7. Updates. Parker may at any time, without prior cause or notice, and in its sole discretion: (a) modify, update, obsolete, revise, alter, change, withdraw, or cancel the Software and/or Information or any module or other functionality thereof (“Update”); and/or (b) modify the Terms and Conditions. Any Update shall be governed by the current Terms and Conditions. You are solely responsible for updating and otherwise maintaining the Software and Information as current in Your permitted uses thereof.

8. Termination. Parker may at any time, without prior cause or notice, and in its sole discretion, terminate Your use of or access to the Software and/or Information or any module or functionality thereof (“Termination”). This license and Your right to use the Software and Information shall automatically terminate if You fail to comply with any of the Terms and Conditions. Upon any such Termination or automatic termination, the Software and Information shall be removed from Your systems and devices.

9. NO WARRANTY. THE SOFTWARE AND INFORMATION, AND ANY RESULTS OR OUTPUT THEREOF, ARE PROVIDED “AS IS” AND WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PARKER DOES NOT WARRANT THAT THE SOFTWARE AND INFORMATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF SOFTWARE WILL BE UNINTERRUPTED, FAULT-TOLERANT OR VIRUS OR ERROR FREE, OR THAT ANY INACCURACIES OR ERRORS IN, OR FAILURES OF, THE SOFTWARE AND INFORMATION WILL BE CORRECTED, AND PARKER SHALL HAVE NO OBLIGATION TO CORRECT ANY SUCH INACCURACIES, ERRORS, OR FAILURES OR TO UPDATE OR OTHERWISE MAINTAIN THE SOFTWARE AND/OR INFORMATION. YOU AGREE AND ACKNOWLEDGE THAT THE SOFTWARE AND/OR INFORMATION SHALL NOT BE USED IN CONNECTION WITH THE OPERATION OF NUCLEAR FACILITIES, AEROSPACE SYSTEMS, AIR TRAFFIC CONTROL, AUTONOMOUS VEHICLES, LIFE SUPPORT, AND/OR MEDICAL APPLICATIONS. YOU ARE SOLELY RESPONSIBLE FOR HOW THE SOFTWARE AND INFORMATION, AND ANY RESULTS OR OUTPUT THEREOF, ARE USED AND FOR PREVENTING ANY DAMAGE TO ANY USER OF ANY MATERIAL, COMPONENT, OR SYSTEM SELECTED, SPECIFIED, OR DESIGNED THEREWITH OR TO ANY OF YOUR EMPLOYEES, AGENTS, CUSTOMERS, OR ANY OTHER PERSONS ARISING OUT OF ANY USE OR MISUSE OR ALTERATION OF THE SOFTWARE OR INFORMATION, OR ANY RESULTS OR OUTPUT THEREOF WHETHER OR NOT INTENTIONAL, INCLUDING ANY ERROR, OMISSION, MISSTATEMENT OR DELETION IN OR OF THE SOFTWARE OR INFORMATION, OR THE RESULTS OR OUTPUT THEREOF.

10. LIMITATION OF LIABILITY. IN NO EVENT SHALL PARKER, AFFILIATES, AGENTS, CUSTOMERS, LICENSEES, SUPPLIERS, OR DISTRIBUTORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING ANY LOSS OF USE OR DATA, LOST PROFITS, LOST SAVINGS, OR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF EITHER THE USE OR INABILITY TO USE THE SOFTWARE OR INFORMATION, OR ANY RESULTS OR OUTPUT THEREOF, EVEN IF PARKER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RATHER, YOU THE USER HEREBY AGREE TO DEFEND, INDEMNIFY AND

HOLD HARMLESS PARKER, ITS AFFILIATES, AGENTS, CUSTOMERS, LICENSEES, SUPPLIERS, AND DISTRIBUTORS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, FROM AND AGAINST ALL LIABILITIES, CLAIMS, DAMAGES, JUDGMENTS, LOSSES, AWARDS, AND EXPENSES, INCLUDING ATTORNEY’S FEES, INCLUDING, BUT NOT LIMITED TO, FOR THE INFRINGEMENT OF ANY PATENT, TRADEMARK, TRADE SECRET, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHT, ARISING OUT OF YOUR USE, OR INABILITY TO USE, THE SOFTWARE OR INFORMATION, AND ANY RESULTS OR OUTPUT THEREOF, OR YOUR BREACH OF ANY WARRANTY OR OTHER PROVISION OF THE TERMS AND CONDITIONS, OR YOUR VIOLATION OF ANY APPLICABLE LAW OR REGULATION, OR ANY DAMAGE OR OTHER HARM CAUSED AS A RESULT OF YOUR WILLFUL, RECKLESS OR NEGLIGENT ACT OR OMISSION.

11. Feedback. You are solely responsible for the accuracy and completeness of any data or feedback provided, transferred to, or otherwise uploaded into the Software. As used herein “Feedback” includes any information, data, feedback, suggestions, improvements, opinions, requests, corrections, comments, opinions or any other form of information or communication, whether oral, written or electronic, provided or generated by You through or concerning the Software. By providing data to Parker via the Software, You represent and warrant that You own all rights in and to that Feedback, or if You do not own those rights, You have been granted permission by the owner to provide that Feedback to Parker. If You do not own the rights to that Feedback and You do not have permission to share that Feedback with Parker, You should not provide, transfer, or otherwise upload that Feedback to the Software. You grant to Parker a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to: (i) use, reproduce, backup, store, transfer, maintain, copy, sublicense, translate, adapt, transmit, retransmit, distribute and/or publicly perform or display any and all Feedback provided or generated by You in connection with the Software, or collected, processed, compiled, or generated by the Software for providing services to You or for improving and enhancing the Software; and (ii) sublicense to third parties the unrestricted right to exercise any of the foregoing rights granted with respect to any such Feedback.

12. Compliance with Laws. You agree to comply with all local, state, federal, and international laws and regulations (“Laws”) pertaining to Your use of the Software and Information. If Parker, in its discretion, believes You are in violation of any such Laws, it may immediately terminate Your use and access to the Software and Information, and You shall be prohibited from providing or uploading Feedback to the Software.

13. Export Compliance. (a) The Software and/or Information may be subject to export laws and regulations (including “deemed export” and “deemed re-export” regulations) of the United States, European Union, the United Nations Security Council, Canada or other jurisdictions. You shall comply with the most current export laws and regulations, and you agree that no data, Information and/or Software will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. Use of the Software and/or Information in any country or territory subject to comprehensive Sanctions (“Sanctioned Country”) or by any individual or entity that is identified on Sanctions related list maintained by the United States government, the European Union, the United Nations Security Council, or Canada (“Sanctioned Entity”), is strictly prohibited. “Sanctions” is defined as all applicable economic or financial sanctions laws and regulations imposed, administered, and enforced by the United States government, European Union, the United Nations Security Council, Canada or other jurisdictions. (b) You represent that You are not a Sanctioned Entity or on any other United States, European Union, the United Nations Security Council, Canada or government denied-party list. You furthermore agree that You will not permit any user to access or use the Software or Information in a Sanctioned Country. (c) If Parker suspects or detects that You are a Sanctioned Entity or You are accessing the Software or Information from a Sanctioned Country, Parker shall have the right to suspend Your access immediately from the Software and Information, without any liability to You.

14. Governing Law. This EULA shall be governed by the following laws, without regard to conflict of laws principles. For any claims, disputes or actions originating in the Americas, the laws of the State of Ohio, United States of America and Cuyahoga County venue shall apply. For any claims, disputes or actions arising in Europe, the laws of England and Wales, and London, England venue shall apply. For any claims, disputes or actions arising in Asia and Africa, the laws and venue of Hong Kong shall apply. For any claims, disputes or actions arising in Oceania, the laws of Australia and Sydney, Australia venue shall apply.

15. Acceptance. Your use of the Software and Information is conditional upon Your acceptance of the Terms and Conditions. If You do not accept the Terms and Conditions, You are not permitted to use the Software or Information.