

Briggs & Stratton, LLC EnergyTrak™ End User License Agreement

Welcome to the EnergyTrak software service (including the mobile app, "Service"). You (or, if applicable, your dealer on your behalf, hereafter referred to as the "User") agree to the terms of this End User License Agreement. This EnergyTrak™ End User License Agreement ("Terms") apply to your use of the Service in connection with your compatible connected Energy Solutions equipment.

By accessing or using the Service, you represent to Briggs & Stratton, LLC ("Briggs & Stratton," "we," or "us") that you are at least eighteen (18) years old (or the age of majority in the jurisdiction in which you reside) and that you have the authority to accept these Terms.

PLEASE READ THESE TERMS CAREFULLY.

BY ACCESSING OR USING THE SERVICE, INCLUDING BY DOWNLOADING, INSTALLING, OR USING THE MOBILE APP, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO COMPLY WITH THESE TERMS AND THAT YOU ARE ENTERING INTO A BINDING CONTRACT WITH BRIGGS & STRATTON. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE.

IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE SERVICE.

DESCRIPTION OF THE SERVICE

The Service is a software service Briggs & Stratton offers for use by Energy Solutions equipment owners and operators. The Service requires the pairing of your equipment with an EnergyTrak device and an internet connection ("Equipment"). The Service allows authorized users (including your authorized dealer, if applicable) to collect, use, analyze and store certain data about the Equipment you own or operate. The Service may give you access to various types of information about your equipment, such as equipment status, utilization conditions, and equipment connectivity status. The Service also includes analytics information about your use of the Equipment. The Service may include connectivity to allow the Equipment to communicate using the Internet.

LICENSE GRANT

Upon acceptance of these Terms and the EnergyTrak Privacy Policy, Briggs & Stratton grants you a limited, non-exclusive, revocable, non-transferable, non-sublicensable, right and license to use the Service, the Documentation and the Content (defined below).

USER ACCOUNTS

To use the Service, the User must first create a user account.

Creating an Account. When the User creates a user account, it agrees to provide truthful information and to keep the information current. The User needs to verify the connected Energy Solutions equipment serial numbers when it connects the equipment to the account.

Primary and Secondary Accounts. The initial account will be the primary account for the Service (“Primary Account”). The User may permit other users (including your authorized dealer, if applicable) to access and use the Service by creating secondary accounts. The User permits the installation professional’s organization to create accounts on the User’s behalf as well as to access and use the service for their account and equipment unless specifically requested of Briggs & Stratton, LLC to restrict such access. The User shall be liable to Briggs & Stratton for any claims or losses which arise or relate to use of the Primary Account or any secondary accounts, including, but not limited to, any violations of these Terms, the EnergyTrak Privacy Policy, or applicable law.

Passwords. After creation of the Primary Account, the User may arrange for secondary account users to create their own username and password information. All users must keep their own username and password strictly confidential and not share that information with any third party.

SCOPE OF USER REQUIREMENTS

You may only use the Service in connection with your use of the Equipment for your personal or business purposes in the United States, its territories or possessions, and Canada.

You may not use the Service, the Documentation or the Content to develop a competitive product or service or to build a product or service using similar ideas, features, functions or graphics of the Service or any other aspect of the Content (as defined below).

You may not access or use the Service, the Documentation, the Content or the EnergyTrak Data in violation of any applicable laws, rules or regulations.

You may not rent, resell, time-share, transfer, loan, lease, license, sub-license, distribute, assign or otherwise permit third parties to access, view or use all or any of the Service, the Documentation or the Content. You may not include the Service or Content in a service bureau or outsourcing offering. Nothing in this provision prohibits you from permitting your authorized dealer or your other authorized users to utilize the Service as otherwise permitted in these Terms.

You may only use the Service, Documentation or Content within the scope of your contractual rights under these Terms and the EnergyTrak Privacy Policy.

You may not remove any patent, copyright, trademark or other notices of intellectual property rights from the Service, the Documentation or the Content.

MOBILE APP UPDATES

We reserve the right to update and otherwise modify the mobile app at any time, including the right to delete and modify certain features and functionality, without liability to you. You will promptly download and install any available updates. Any failure to use the latest version of the mobile app may result in the app not operating properly. These Terms govern all updates unless the update is accompanied by a separate agreement, in which case that separate agreement will govern. If there are multiple versions of the mobile app available for download, these Terms apply to all versions of the mobile app regardless of the location from where it is downloaded.

EQUIPMENT REQUIREMENTS

YOU MUST USE PROPER SAFETY MEASURES WHEN YOU OPERATE OR USE THE EQUIPMENT IN CONJUNCTION WITH THE SERVICE. YOU MUST REPAIR AND MAINTAIN THE

EQUIPMENT IN ACCORDANCE WITH THE RELEVANT OPERATOR'S MANUAL. FAILURE TO DO SO MAY RESULT IN DAMAGE TO THE EQUIPMENT, PROPERTY DAMAGE, BODILY HARM, AND/OR SERIOUS INJURY OR DEATH. YOU ACCESS AND USE THE SERVICE IN CONNECTION WITH YOUR EQUIPMENT AT YOUR OWN RISK AND SHOULD ONLY USE THE EQUIPMENT WHEN YOU CAN SAFELY OPERATE THE EQUIPMENT.

YOU MUST COMPLY WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS WHEN YOU USE THE EQUIPMENT, WHETHER OR NOT IN CONJUNCTION WITH THE SERVICE.

THE SERVICE IS NOT INTENDED, AND SHOULD NOT BE RELIED UPON, TO PREVENT OR AVOID ANY HAZARD OR RISK.

IF YOUR USE OF THE SERVICE RESULTS IN THE NEED TO SERVICE, REPAIR OR CORRECT EQUIPMENT OR DATA, YOU ASSUME ALL COSTS OF SUCH ACTIVITIES.

TECHNOLOGICAL REQUIREMENTS

The Service is available in the United States, its territories and possessions, and Canada. The Service is only available if your internet connection and your associated local area network (together, "Connection") is working properly and when that Connection is technically compatible with the Equipment. You are responsible to pay for and maintain reliable internet connectivity, as necessary, for any electronic device you use to connect to the Service.

If you use the Equipment in a location where only a weak Connection is available, your use of the Service may be delayed or interrupted. If you use the Equipment in a location out of range of a Connection, you may be unable to access the Service.

In certain instances, the Service will be subject to limitations, interruptions and restrictions outside of the control of Briggs & Stratton, including, but not limited to, lack of internet availability, lack of wireless network capabilities, cellular disruptions, environmental, weather or atmospheric conditions, cybersecurity attacks, or other issues related to the location of the Equipment.

The Equipment will capture and store some Connected Data and Location Data (as defined in the EnergyTrak Privacy Policy) even if you are not connected to the Internet. If all power is severed from your Equipment, you have a short period of time before you will lose the Connected Data and Location Data stored in the Equipment.

Electrical noise from the Equipment or the location of the Equipment in proximity to other equipment (such as proximity to transformers) may cause interference with the Equipment.

The Equipment may be unable to collect data and you may be unable to transfer data to the Service if you do not maintain the Equipment in good working order, or if you attempt to alter or modify the Equipment.

Briggs & Stratton makes no representation that the Service or Content is appropriate or available for use outside the United States, its territories and possessions, or Canada, and access to the Service from territories where its contents are illegal is prohibited.

ACCURACY OF CONTENT

Briggs & Stratton uses reasonable care when creating and providing the Documentation and Content available when you use the Service in connection with the Equipment. The Documentation and Content may contain mistakes, inaccuracies, errors, or omissions and may be outdated. The Service is designed to maximize the connected functionality of the Equipment. We are not liable to you or any third party for any issues with regard to the Documentation or Content you access when using the Service.

OWNERSHIP OF SERVICE AND CONTENT

Briggs & Stratton or its licensors own the Service, including, but not limited to, the software, the platform, the look and feel of the platform, and the Content, the Documentation and the Analytics Data (as defined below).

Briggs & Stratton, its affiliates or its licensors own any compilations, images, photography, graphics, artwork, text and other information and material found within the Service, exclusive of your EnergyTrak Data (“Content”).

You may copy, download, import or export your EnergyTrak Data (defined below) using the tools provided in the Service.

The Service, the Documentation and the Content are protected by certain patent, copyright, trademark, trade secret or other intellectual property laws. All rights not expressly granted to you in these Terms are reserved and retained by Briggs & Stratton or its licensors.

You may not reverse engineer the Service, the Documentation or the Content. Unauthorized use of the Service, the Documentation, the Content or the EnergyTrak Data may violate applicable laws, including, but not limited to, intellectual property laws or data privacy or security laws.

You may not incorporate any portion of the Service, the Documentation or the Content into other programs, compile any portion of it in combination with other programs, or otherwise copy (except to exercise rights granted in this section), modify, create derivative works of, distribute, assign any rights to, or license the Service, the Documentation or the Content in whole or in part.

DATA SECURITY AND PRIVACY AND OWNERSHIP OF ENERGYTRAK DATA

When you use the Service, you will provide or we and our authorized dealers may collect certain Personal Information and Location Data, as such terms are defined in the EnergyTrak Privacy Policy (collectively, “EnergyTrak Data”).

We will handle any EnergyTrak Data we collect from your use of the Equipment and the Service in accordance with the terms of the EnergyTrak Privacy Policy, which is available at https://www.briggsandstratton.com/content/dam/briggsandstratton/na/en_us/Files/EnergyTrak-Privacy-Policy.pdf (“EnergyTrak Privacy Policy”).

As between the parties and other than as may be prohibited by applicable law, Briggs & Stratton will own all EnergyTrak Data. We will utilize the EnergyTrak Data as described in the EnergyTrak Privacy Policy and as permitted by applicable law.

Briggs & Stratton may aggregate and anonymize, both itself and using third-party analytics providers, the EnergyTrak Data into analytics data for its business purposes, excluding any Personal Data (“Analytics Data”). Briggs & Stratton will own all such Analytics Data.

PROHIBITED USES

When accessing and using the Service, the Content and the EnergyTrak Data, you shall not:

- use the Service for unlawful purposes;
- disable, overburden, damage or impair the Service, or its functionality, or interfere with any other party's access to or use of the Service;
- cause harm or damage to any person or entity;
- interfere with the proper operation of the Service;
- use any automatic device, process or means to access the Service or the Content for any purpose, including monitoring or copying any Content;
- attempt to gain unauthorized access to, interfere with, damage or disrupt any part of the Service or the Content or any server, computer or database connected to the Service;
- use any device, software or routine that interferes or attempts to interfere with the proper functionality of the Service or which corrupts, alters, damages or deletes the Content or the EnergyTrak Data;
- provide or introduce any virus, Trojan horse, malware, worm, ransomware or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware, equipment or Content, or EnergyTrak Data associated with the Service ("Malware");
- impose an unreasonable or disproportionately large load on our computer system, including, but not limited to, sending spam or unsolicited mass email, or otherwise attempt to interfere with the proper functioning of the Service or the Content;
- use the Service in violation of these Terms or the copyright, trademark, trade secret, privacy or other rights of any third party, or for any other unauthorized or illegal purpose or in a way that is infringing on or is in violation of the privacy, intellectual property or other rights of any third party;
- use the Service to develop, create, produce, enhance, or add to any database;
- develop, assist in developing, or have developed on behalf of yourself or any other person any software, technology, or services that compete with or are substantially similar to the Service;
- access, use, or analyze the Service for any purpose that is to Briggs & Stratton's detriment or commercial disadvantage;
- upload, post, store, email, hack or otherwise send or transmit any material using the Service that is offensive, obscene, scandalous, libelous, discriminatory, contains hate speech, or contains Malware;
- attempt to or copy, reproduce, download modify, make, reverse engineer, decompile, disassemble, have made, sell, resell, market, or create derivatives from the Service, the Documentation, the Content or the EnergyTrak Data; nor
- allow non-authorized persons to access or use the Service, the Documentation, the Content or the EnergyTrak Data.

TRADEMARKS

The terms "Briggs," "Briggs & Stratton," the Briggs & Stratton logo, EnergyTrak™ and all related names, logos, equipment and service names, designs and slogans, whether registered or unregistered (collectively, "Marks"), are trademarks of Briggs & Stratton or its subsidiaries, affiliates or licensors. You must not use or display such Marks without the prior written permission of Briggs & Stratton.

SALE OR TRANSFER OF THE EQUIPMENT

Any new owner must create a new registration in order to access and use the Service in connection with the Equipment.

RIGHT TO SUSPEND OR TERMINATE ACCESS TO THE SERVICE

Briggs & Stratton reserves the right to suspend or terminate your access to the Service without prior notice or liability, including, but not limited to, if you violate these Terms, the EnergyTrak Privacy Policy, or applicable law. This will prevent you from using the connected features of the Equipment. We may immediately suspend the Service if, in our judgment, User's or its Authorized Users' use of the Service, the Content or the EnergyTrak Data threatens the security, integrity or availability of the Service, the Content, or the EnergyTrak Data. We will use commercially reasonable efforts under the circumstances to provide you with notice of such suspension.

If User deactivates their account from the Service or we terminate its access for breach of these Terms, User will have forty-five (45) days to retrieve its EnergyTrak Data. It is User's obligation to download its EnergyTrak Data during that forty-five (45) day time period.

If we terminate the account in accordance with this provision, we will delete the account but we may retain your EnergyTrak Data in accordance with the EnergyTrak Privacy Policy, with no further legal obligation or liability to you.

In addition, we reserve the right to discontinue offering the Service at any time, in our sole discretion.

MOBILE APP MARKETPLACES

These Terms do not modify any agreement between you and the applicable mobile app marketplace (e.g. Google Play or Apple's App Store). You understand that these Terms are entered into between you and Briggs & Stratton and not between you and any mobile app marketplace. You further understand that Briggs & Stratton, and not any mobile app marketplace, is responsible for the mobile app, including its content, and for addressing any claims (yours or a third party's) relating to the mobile app or your use of the mobile app. The applicable mobile app marketplace has no obligation whatsoever to furnish any maintenance or support services with respect to the mobile app.

"AS IS" SERVICE; NO WARRANTY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BRIGGS & STRATTON PROVIDES THE SERVICE, THE DOCUMENTATION, THE CONTENT AND THE ENERGYTRAK DATA ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BRIGGS & STRATTON EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO THE SERVICE, THE DOCUMENTATION, THE CONTENT OR THE ENERGYTRAK DATA, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BRIGGS & STRATTON MAKES NO WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICE OR

THE ENERGYTRAK DATA, NO WARRANTY THAT THE SERVICE, THE CONTENT OR THE ENERGYTRAK DATA WILL BE AVAILABLE, UNINTERRUPTED OR ERROR-FREE, AND NO WARRANTY THAT ANY DEFECTS IN THE SERVICE, THE DOCUMENTATION, THE CONTENT OR THE ENERGYTRAK DATA WILL BE CORRECTED. WE MAKE NO WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, SECURITY, RELIABILITY, QUALITY, TIMELINESS OR AVAILABILITY OF THE SERVICE OR THE ENERGYTRAK DATA, NOR ANY ERRORS OR OMISSIONS IN THE SERVICE, THE DOCUMENTATION, THE CONTENT, OR THE ENERGYTRAK DATA.

IF YOU ARE NOT SATISFIED WITH THE SERVICE, THE DOCUMENTATION, THE CONTENT OR THE ENERGYTRAK DATA, YOUR SOLE AND EXCLUSIVE REMEDY IS TO CEASE USING THE SERVICE.

SOME U.S. STATES, CANADIAN PROVINCES, AND OTHER JURISDICTIONS DO NOT PERMIT WARRANTY EXCLUSIONS, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

IN THE EVENT OF ANY FAILURE OF THE MOBILE APP, AS MADE AVAILABLE VIA A MOBILE APP MARKETPLACE, TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY THE APPLICABLE MOBILE APP MARKETPLACE AND IT WILL REFUND TO YOU THE PURCHASE PRICE FOR THE MOBILE APP. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICABLE MOBILE APP MARKETPLACE WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE MOBILE APP AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS, AND EXPENSES ATTRIBUTABLE TO ANY FAILURE OF THE MOBILE APP TO CONFORM TO ANY WARRANTY WILL BE SOLELY YOUR RESPONSIBILITY.

EQUIPMENT WARRANTY

THE WARRANTY FOR THE EQUIPMENT IS COVERED UNDER THE TERMS ON WHICH YOU PURCHASED THAT EQUIPMENT AND NOT THESE TERMS. THESE TERMS DO NOT PROVIDE YOU WITH ANY ADDITIONAL WARRANTY OR OTHER RIGHTS IN RELATION TO THE EQUIPMENT.

RISKS OF INTERNET USAGE

YOU UNDERSTAND THAT WE CANNOT, AND DO NOT, GUARANTEE OR WARRANT THAT THE SERVICE OR THE CONTENT WILL BE FREE OF VIRUSES OR MALWARE. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR ANTI-VIRUS PROTECTION AND DATA PROTECTION, AND FOR MAINTAINING A MEANS EXTERNAL TO THE SERVICE FOR ANY RECONSTRUCTION OF ANY LOST DATA. YOUR DATA MAY BE INTERCEPTED AND YOUR DATA COULD BE MISUSED.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BRIGGS & STRATTON, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, OFFICERS, DIRECTORS, EMPLOYEES, DEALERS, CONTRACTORS, AGENTS, PROFESSIONAL ADVISORS, SUPPLIERS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS, OR ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, PROFESSIONAL ADVISORS, SUCCESSORS OR ASSIGNS (TOGETHER, "BRIGGS & STRATTON PARTIES") HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR

ANY DELAYS, PROBLEMS, DELIVERY FAILURES, DETERIORATION, DEGRADATION, OR LOSS IN OR OF ABILITY TO USE THE SERVICE, THE DOCUMENTATION, THE CONTENT OR THE ENERGYTRAK DATA OR THAT ARE IN ANY WAY ATTRIBUTABLE TO: COMMUNICATIONS NETWORKS AND FACILITIES OUTSIDE BRIGGS & STRATTON'S CONTROL, CONNECTIVITY OR NETWORK ACCESS WHICH IS OUTSIDE OF THEIR REASONABLE CONTROL, ANY THIRD-PARTY PRODUCT, SERVICE OR SOFTWARE WHICH BRIGGS & STRATTON DOES NOT CONTROL, THE INTERNET, OR ACCOUNT HOLDER'S OR ITS AUTHORIZED USERS' FAILURE TO MAKE COMMERCIALY REASONABLE ADJUSTMENTS WHEN RECOMMENDED BY BRIGGS & STRATTON TO DO SO.

SOME U.S. STATES, CANADIAN PROVINCES, AND OTHER JURISDICTIONS DO NOT PERMIT LIMITATION OF LIABILITY PROVISIONS FOR CERTAIN CLAIMS, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

WITHOUT LIMITING THE FOREGOING OR THE BELOW CONSEQUENTIAL DAMAGES EXCLUSION, IN NO EVENT WILL THE BRIGGS & STRATTON PARTIES BE LIABLE TO YOU OR TO ANY THIRD PARTY IN AN AMOUNT GREATER THAN ONE HUNDRED DOLLARS (US\$100).

SOME U.S. STATES, CANADIAN PROVINCES, AND OTHER JURISDICTIONS DO NOT PERMIT LIMITATION OF LIABILITY PROVISIONS FOR CERTAIN CLAIMS, SO THE LIMITATIONS AND EXCLUSIONS IN THESE TERMS MAY NOT APPLY TO YOU.

CONSEQUENTIAL DAMAGES EXCLUSION

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE BRIGGS & STRATTON PARTIES BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY: (A) INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES; (B) LOST PROFITS, LOST DATA OR LOSS OF USE OF DATA, LOST REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF USE, OR BUSINESS INTERRUPTION; OR (C) EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO:

(a) YOUR USE, INABILITY TO USE OR THE RESULTS OF THE USE OF THE SERVICE, THE DOCUMENTATION, THE CONTENT, THE EQUIPMENT, OR THE ENERGYTRAK DATA;

(b) THE RESULTS OF YOUR USE OF THE SERVICE, THE DOCUMENTATION, THE CONTENT, THE EQUIPMENT OR THE ENERGYTRAK DATA;

(c) A DATA SECURITY OR PRIVACY BREACH OR INCIDENT RELATED TO THE SERVICE, THE CONTENT, THE EQUIPMENT OR THE ENERGYTRAK DATA;

(d) LOST, CORRUPTED OR COMPROMISED DATA RELATED TO YOUR ACCOUNT OR YOUR USE OF THE SERVICE, THE CONTENT OR THE ENERGYTRAK DATA;

(e) LOSS OF ENJOYMENT OF THE SERVICE, THE CONTENT, THE ENERGYTRAK DATA OR EQUIPMENT OR BUSINESS INTERRUPTION;

(f) UNAUTHORIZED ACCESS TO OR USE OF YOUR ACCOUNT, THE SERVICE, THE DOCUMENTATION, THE CONTENT OR THE ENERGYTRAK DATA;

(g) ANY TOTAL OR PARTIAL FAILURE OF PERFORMANCE OF, OR MALFUNCTION OF, THE SERVICE; OR

(h) YOUR VIOLATION OF THESE TERMS.

THE LIMITATIONS OF LIABILITY AND CONSEQUENTIAL DAMAGES EXCLUSIONS UNDER THESE TERMS WILL APPLY WHETHER A CLAIM IS BASED UPON A BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE OR ANY BRIGGS & STRATTON PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND FURTHER INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY OR PROPERTY DAMAGE CLAIMS RELATED TO ANY TOTAL OR PARTIAL FAILURE OF PERFORMANCE OF, OR MALFUNCTION OF THE SERVICE, EVEN IF CAUSED BY OUR NEGLIGENCE.

SOME U.S. STATES, CANADIAN PROVINCES, AND OTHER JURISDICTIONS DO NOT PERMIT EXCLUSIONS FOR CERTAIN DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

TIME FRAME FOR CLAIMS

Except where prohibited by applicable law, you must bring any action arising out of these Terms within one (1) year after the facts giving rise to the cause of action have occurred.

INDEMNIFICATION

To the maximum extent permitted by applicable law, you agree to defend, indemnify and hold harmless the Briggs & Stratton Parties from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including reasonable attorneys' fees) arising out of or related to a violation of these Terms or your use of the Service, the Documentation, the Content or the EnergyTrak Data or the EnergyTrak Privacy Policy, including, but not limited to, claims that arise from a data privacy or security breach or incident.

GOVERNING LAW

Except as expressly set forth below, these Terms are governed by the laws of the State of Wisconsin, United States, without reference to its conflict of law principles. These Terms shall not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the International Sale of Goods Act (Ontario), or the Uniform Computer Information Transactions Act (UCITA), as amended, replaced or re-enacted from time-to-time, the application of any of which is hereby expressly excluded.

EXCLUSION OF LIABILITIES; CONSUMER PROTECTION NOTICES

If you are a consumer, the provisions in these Terms are intended to be only as broad and inclusive as is permitted by the laws of your jurisdiction of residence.

If you are a New Jersey Resident:

No provision in these Terms shall apply to any consumer in New Jersey if the provision limits remedies for: (i) negligence, (ii) products liability claims, (iii) punitive damages, (iv) the New Jersey Uniform Commercial Code, or (v) failure to reasonably protect against harm arising from certain criminal acts of third parties (e.g., computer hacking and identity theft). The provisions of these Terms concerning the exclusion or limitation of certain damages are not applicable in New Jersey

with respect to statutory damages, punitive damages, loss of data, and loss of or damage to property.

Briggs & Stratton reserves all rights, defenses and permissible limitations under the laws of New Jersey and under the laws of your state of residence.

If you are a Consumer located in Quebec:

Notwithstanding anything to the contrary herein, for consumers located in the Province of Quebec only, these Terms are governed by the laws of the Province of Quebec and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision, principle or rule. Furthermore, any provisions in these Terms regarding (a) any stipulation whereby Briggs & Stratton is liberated from the consequences of its own acts and (b) any warranty exclusions prohibited by applicable law shall not apply with respect to consumers located in Quebec.

Notwithstanding language to the contrary below, in the event of conflict between the English and French versions of these Terms, the terms most favorable to the consumer shall apply.

Briggs & Stratton reserves all rights, defenses and permissible limitations under the laws of Canada, including, but not limited to, the Province of Quebec.

DISPUTE RESOLUTION

Any dispute, claim, or controversy arising out of or relating to the Service, the EnergyTrak Data, or these Terms will be resolved by binding arbitration on an individual basis.

Waiver of Class Action

BY ACCEPTING THESE TERMS AND EXCEPT WHERE EXPRESSLY PROHIBITED BY APPLICABLE LAW, YOU AGREE THAT YOU WILL BRING ANY CLAIMS AGAINST BRIGGS & STRATTON BASED ON THE SUBJECT MATTER OF THESE TERMS, OR THE ENERGYTRAK PRIVACY POLICY, OR WITH REGARD TO THE SERVICE, THE DOCUMENTATION, THE CONTENT, THE ENERGYTRAK DATA OR THE ANALYTICS DATA, ONLY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY CLASS ACTION LAWSUIT OR PURPORTED CLASS ACTION LAWSUIT.

COMPLIANCE WITH EXPORT LAWS

You may not use or otherwise export or re-export the Service, except as authorized by United States or Canadian law and the law of any other applicable jurisdiction. In particular, you may not export or re-export the Service to: (a) any United States embargoed country or to anyone on any U.S. Government list of prohibited or restricted parties, including, but not limited to, the United States Treasury Department's list of Specially Designated Nationals or the United States Department of Commerce Denied Persons List or Entity List; or (b) countries listed on Canada's Area Control List, countries with export prohibitions or limitations due to current economic sanctions, or entities or persons with export prohibitions or limitations due to terrorism designations. You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

THIRD-PARTY BENEFICIARIES

These Terms do not confer any rights, remedies, or benefits upon any person other than you and Briggs & Stratton, except that the applicable mobile app marketplace(s) and their respective affiliates are third-party beneficiaries of these Terms. Accordingly, the applicable mobile app marketplace has the right to enforce these Terms against you.

GENERAL

No waiver by us of any term or condition set forth in these Terms shall be deemed a waiver of such term or condition, or any other term or condition, and any failure of Briggs & Stratton to assert a right under these Terms shall not constitute a waiver of such right. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent, such that the remaining provisions of these Terms will continue in full force and effect.

ENTIRE AGREEMENT

These Terms and the EnergyTrak Privacy Policy, constitutes the entire agreement between Briggs & Stratton and you with respect to your use of and access to the Service, the Documentation, the Content, and the EnergyTrak Data, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties with respect to your use of and access to the Service.

CHANGES AND UPDATES TO THESE TERMS

We may, from time to time, update these Terms at our sole discretion. We encourage you to review our Terms from time to time for updates. If we make a change to these Terms, we will notify you of the changes when you access the Service in accordance with any applicable laws and you will be asked to accept the updated Terms by clicking on the Accept button. You will be required to accept the revised terms prior to continuing to use the Service. You will not be able to access the Service until you accept the updated Terms.

TRANSLATION

The parties expressly agree that the official text of these Terms and the EnergyTrak Privacy Policy shall be in the English language, notwithstanding any translations provided in French or any other language. Except as otherwise set forth herein, the English language version of these Terms and the EnergyTrak Privacy Policy shall control in all respects, including, but not limited to, any interpretation or construction of these Terms and the EnergyTrak Privacy Policy or in the event of any discrepancies between the English and French (or other language) translations of these Terms or EnergyTrak Privacy Policy.

It is the express wish of the parties that these Terms and all related documents be drawn up in English. *C'est la volonté expresse des parties que la présente convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.*

INFORMATION AND COMPLAINTS

If you have any questions about these Terms, we will do our best to answer them. Here is how to contact us:

Email: EnergyTrak@basco.com

Mailing Address:

Briggs & Stratton, LLC
12301 W. Wirth Street
Wauwatosa, WI, 53222

You may also contact our Customer Service Team at 1-833-463-6482.

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