

## **ClearSky Intelligence™ Terms and Conditions**

These Terms and Conditions (these “Terms”) are incorporated as part of that certain Data Systems Agreement (the “Data Systems Agreement”) and/or letter agreement (the “Letter Agreement”), regarding the provision of telematics services by Oshkosh Corporation and/or one or more of its subsidiaries (“Provider”) to its customers (“Subscriber”). The Data Systems Agreement, along with other applicable materials, are available via <https://oshkoshseries.com/clearsky-subscriptions> (the “ClearSky Intelligence Website”). The Letter Agreement shall be a Subscription Agreement for purposes of the Data Systems Agreement. All capitalized terms used but not defined herein shall have the meanings set forth in the Data Systems Agreement. In the event of a conflict between the provisions of these Terms or the Letter Agreement and the provisions of the Data Systems Agreement, the provisions of the Data Systems Agreement shall govern. These Terms, together with the Data Systems Agreement and the Letter Agreement shall govern the provision of Services by Provider. Provider and Subscriber desire to set forth additional terms and conditions upon which Provider will provide Services to Subscriber. The parties specifically agree as follows:

1. Subscriber desires to purchase certain baseline telematics services and any premium or optional features identified in the Letter Agreement (collectively, the “Subscription Services”). A detailed description of the Subscription Services is available via the ClearSky Intelligence Website. Provider shall have the right to modify or terminate the Subscription Services from time to time, provided, however, that Provider and Subscriber shall negotiate in good faith regarding a refund of fees reasonably attributable to such modification or termination, to the extent Subscriber provides Provider with written notice of a concern with respect to the modification or termination during the Subscription Period or any then-current successive Subscription Renewal Period (both as defined below). New features developed by the provider may be implemented at any time.
2. Provider and Subscriber agree that (a) Subscription Services shall be Services for purposes of the Data Systems Agreement, and (b) data collected in connection with the Subscription Services shall be Vehicle Data for purposes of the Data Systems Agreement.
3. Provider shall provide the Subscription Services until the end of the calendar year in which the Letter Agreement is signed by both Provider and Subscriber (the “Subscription Period”); thereafter, Provider shall continue to provide the Subscription Services during successive one year periods (the “Subscription Renewal Periods”), unless and until either party gives the other party written notice of non-renewal no less than thirty (30) calendar days before the end of the Subscription Period or Subscription Renewal Period, as applicable. The original Subscription Period, together with any and all successive Subscription Renewal Period(s), is referred to herein as the “Subscription Term”.
4. This Subscription Agreement shall be effective as of the date on which the Letter Agreement is signed by both Provider and Subscriber and will remain in full force and effect during the Subscription Term.
5. Subscriber shall pay Provider for the Subscription Services (the “Subscription Fees”) according to the details in the Letter Agreement and as set forth in these Terms. Subscription Fees for the Subscription Period shall be calculated by the Provider, supplied to the Subscriber along with the Letter Agreement, and thereafter invoiced to Subscriber after execution of the Letter Agreement. Subscription Fees are subject to change at Provider’s sole discretion and shall be recalculated by the Provider and invoiced to the Subscriber following the end of the Subscription Period and each subsequent Subscription Renewal Period. Notwithstanding anything to the contrary contained herein, Provider shall have the right to terminate the Letter Agreement and discontinue the provision of Services if Subscriber has not paid the applicable Subscription Fees in full by 30 days

after being invoiced for the same. Any refunds for partial use or provision of the Subscription Services during the Subscription Term shall be at Provider's sole discretion.

6. Subscriber may change which Subscription Services it desires to receive upon written notice to Provider, in which case the parties will negotiate in good faith to amend the Letter Agreement accordingly.
7. These Terms are subject to modification by Provider, upon written notice to Subscriber, effective at the end of the original Subscription Period or any then-current successive Subscription Renewal Period. Subscriber's continued use of the Subscription Services for at least thirty (30) days after any modifications to these terms have been published will constitute Subscriber's acceptance of and agreement to such changes. If Subscriber does not agree to these terms as modified, Provider has no obligation to license, sell, or otherwise provide any access to or use of the Subscription Services (or continue the same).
8. The Letter Agreement may be executed in one or more counterparts, each of which is an original, and all of which together constitute only one agreement between the parties. Delivery of an executed counterpart of the Letter Agreement, by facsimile, electronic email in portable document format (.pdf) or by any other electronic means has the same effect as delivery of an executed original of the Letter Agreement. Further, each party agrees that the electronic signature (whether digital or encrypted) of the parties included in the Letter Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

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