

Telematics Services and License Acknowledgment and Agreement

Each Allison Transmission, Inc. (“Allison”) manufactured hydraulic fracturing transmission (the “FracTran”) includes a telematics module installed by the equipment manufacturer. The FracTran module is configured to automatically capture and transmit parameters related to the FracTran operation, including but not limited to logging report, telemetry regarding performance, usage, operation, and health of the FracTran, FracTran year, make, model, FracTran identification number, configuration, service or repair status, location, and safety event information (collectively the “FracTran Information”). For more information, please visit <https://allisontransmission.com/privacy-policy>, which is incorporated herein by reference and may be updated by Allison at any time without notice.

Each FracTran owner and/or user (“You”) grants Allison a worldwide, perpetual, exclusive, royalty-free license (with the right to sublicense), to collect and use, such FracTran Information, for any purpose, including, for example, to curate, transform and translate such FracTran Information (“FracTran Perpetual License”). You are not entitled to any additional consideration for the FracTran Perpetual License and acknowledge and agree that the opportunity to purchase and use the FracTran and module is sufficient compensation for the FracTran Perpetual License and grant of rights herein.

Amongst other uses, You acknowledge and agree that the FracTran Perpetual License allows Allison to use and disclose Your FracTran Information to Allison’s affiliates, as well as third party partners as follows: (a) Service Providers – To third-party service providers that assist us in maintaining your equipment or analyzing equipment use. (b) Law Enforcement – To law enforcement officials if it relates to a criminal investigation or alleged illegal activity. (c) Necessary or for Safety Reasons – If required or permitted to do so by law, or in the good-faith belief that such action is necessary to protect and defend the rights or property of FracTran, our distributors, or our customers, to act under urgent circumstances to protect the safety of Allison or its employees or a member of the public, or to comply with a judicial proceeding, court order, or legal process. (d) Sale or Acquisition of Assets – If Allison becomes involved in a transaction involving the sale of its assets, such as a merger or acquisition, or if Allison is transferred to or acquired by another company, Allison may disclose and/or transfer your information as part of the transaction. If the surviving entity in that transaction is not Allison, the surviving entity may use your information pursuant to their own practices. (e) Other Entities and Affiliates – To our affiliated companies, dealers, suppliers, distributors, business partners, and other third-party affiliates.

TO THE FULLEST EXTENT PROVIDED BY LAW, ALLISON, ITS PERSONNEL, VENDOR, DISTRIBUTORS, DEALERS, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS DISCLAIM AND IN NO EVENT WILL BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE FRACTRAN, ANY FRACTRAN INFORMATION, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

This Acknowledgment and Agreement shall be governed in all respects by the laws of the State of Indiana without regard to the conflicts of law provisions thereof. The Parties hereby agree that the exclusive jurisdiction and venue for any action arising out of, involving or in any way related to this Acknowledgment and Agreement, the FracTran Perpetual License and/or the FracTran Information shall be a state court located in Marion County, Indiana or a Federal Court located in the Southern District of Indiana and consent to the personal jurisdiction of said court.