

William Marine Lubricants Terms and Conditions

Addendum applicable to the supply of SmartMonitor Equipment and SmartMonitor Services

APPLICATION

This addendum (“Addendum”) supplements Williams Marine Lubricants Limited’s TERMS AND CONDITIONS OF SUPPLY OF MARINE LUBRICANTS, GOODS AND SERVICES (the “Conditions”) where a Customer is purchasing SmartMonitor Equipment and SmartMonitor Services. This Addendum needs to be read in conjunction with the Conditions.

1. DEFINITIONS

Words and phrases defined in the Conditions shall have the same meaning in this Addendum. In addition, in this Addendum, the following words and phrases shall have the following meanings:

Authorised Users: means the Customer, its employees, agents, independent contractors and its respective subsidiary(s) or parent company who are authorised by WML in accordance with the terms of Paragraph 4 of this Addendum and the terms of the SmartMonitor Portal.

Confidential Information: has the meaning given to it in paragraph 13 below.

Data: includes any raw data collected by the SmartMonitor Equipment installed on the user’s machine, apparatus or systems; and/or insights, reports, or any other data or information (including diagnostic data) created or produced by or on behalf of any party where such insights, reports, data or information are based on, or derived from, raw data.

Documentation: means the User Manual; policies, maintenance, instructions, information or documentation made available by WML to the Customer by WML online via the Customer’s email address which sets out a description of the SmartMonitor Services and may include instructions for Authorised Users of the SmartMonitor Services.

Feedback: any comments, suggestions, requests, ideas, concepts, know-how, or recommendations provided by the Customer or an Authorised User to WML or a WML Affiliate either generally or in relation to the SmartMonitor Products pursuant to this Addendum, including ideas for new products, technologies or services.

Intellectual Property Rights: raw data, patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), trade secrets and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted,

renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Measurements: means the measurements taken from the Authorised User's SmartMonitor Equipment and passed through the SmartMonitor Portal to provide the SmartMonitor Services

SmartMonitor Equipment: means any physical implement supplied by WML from a third party, that enables the capture and transmission of Data to facilitate the SmartMonitor Services; including, but not limited to sensors, networking equipment, enclosures, and cabling.

SmartMonitor Portal: the online portal through which WML or its licensor will make Data available to Authorised Users, subject to their agreement to its terms and conditions.

SmartMonitor Products: means the SmartMonitor Equipment and SmartMonitor Services purchased in Appendix 1 and Appendix 2 as may be amended or terminated, pursuant to the terms of this Addendum.

SmartMonitor Services: means the software applications, platforms and technical services consisting of technical support and consultancy services in relation to certain Data (in each case, as described in the Documentation), provided or procured to be provided by WML to the Customer under the terms of this Addendum and the SmartMonitor Portal.

Software: any software provided by or permitted to be used as part of the SmartMonitor Products.

Subscription Fees: the individual fee payable for the SmartMonitor Services relating to each separate SmartMonitor Equipment unit, payable by the Customer to WML.

Subscription Term: means a minimum 12 month period for which the SmartMonitor Services set out in Appendix 2 are provided to the Customer under this Addendum, (or entered into after the date of this Addendum) and to continue thereafter unless terminated by either Party on 90 days' written notice, or pursuant to the terms of this Addendum or the Conditions.

UOA: means used oil analysis.

User Manual: shall mean the user guide and manual as produced by the manufacturer of the SmartMonitor Equipment, as amended from time to time.

Virus: anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, SmartMonitor Equipment or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Vulnerability: a weakness in the computational logic (for example, code) found in software and the SmartMonitor Equipment components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term Vulnerabilities shall be interpreted accordingly.

2. Installation and Operation

- 2.1 The Customer is responsible for ensuring that Authorised Users are adequately informed of and trained on the correct installation of the SmartMonitor Equipment based on the information set out in the Documentation, in order to validate the warranty. The Customer shall, at the Customer's expense, fulfil and comply with the requirements of the Documentation prior to delivery of the SmartMonitor Equipment.
- 2.2 The Customer shall be fully responsible and liable for, at the Customer's expense:
- 2.2.1 installing the SmartMonitor Equipment at the site(s) requested by the Customer within fifteen (15) days of the Customer/Authorised User's receipt of the SmartMonitor Equipment;
 - 2.2.2 connecting the SmartMonitor Equipment to a power source with the correct location specific input voltage in accordance with the Documentation. The Customer shall ensure that such connection shall be capable of being effectively isolated from the electrical supply;
 - 2.2.3 connecting and securing the input and output hoses to the correct machinery;
 - 2.2.4 providing on-site connections, site preparation, and other changes required for installation;
 - 2.2.5 providing and ensuring a safe working environment for the safe and effective installation, operation, and repair of the SmartMonitor Equipment; and
 - 2.2.6 obtaining and maintaining all permits, licenses, certificates, variances, and other approvals required for the Customer to conduct its business and to purchase, install, and use and supply the SmartMonitor Equipment and SmartMonitor Services.
- 2.3 The Customer shall and shall ensure that Authorised Users shall use and operate the SmartMonitor Equipment only in its intended system. The Customer shall remain responsible for the installation and safe operation of the SmartMonitor Equipment and for compliance with all applicable laws, rules and regulations, including health and safety legislation. If the SmartMonitor Equipment fails or is defective, the Customer shall ensure that the Customer and any Authorised Users revert to manual measurements. All costs, expenses, and other liabilities associated with the SmartMonitor Equipment and its repair shall be borne solely by the Customer, or manufacturer, (in the event of a valid claim under the manufacturer's warranty). WML will not replace any SmartMonitor Equipment unless the entire cost of doing so (including installation) is met by the Customer.
- 2.4 The Customer shall and shall ensure that any Authorised User shall not in any way modify the SmartMonitor Equipment without WML's prior written consent. In the absence of such consent, any modifications shall nullify any warranties and guarantees under the Contract and may also nullify the manufacturer's warranty. WML shall not be liable or responsible for any loss, damage, and/or claims resulting from the Customer's use of the SmartMonitor Equipment or SmartMonitor Services in breach of the Contract.

- 2.5 The Customer shall and shall ensure that any Authorised User shall use the SmartMonitor Equipment in accordance with any limitations set forth in the Documentation. Failure by the Customer or any Authorised User to comply with the instructions in the Documentation will nullify the SmartMonitor Equipment's manufacturer warranty and WML's obligations in relation to it under the Contract.
- 2.6 The Customer shall not allow any third party, directly, indirectly, or remotely, to access, use, maintain, handle, or repair the SmartMonitor Equipment, without WML's prior written consent.
- 2.7 The Customer shall and shall ensure that any Authorised User shall, on a regular basis (which shall be no less than weekly), review and monitor the Measurements. WML may provide guidance to the Customer to help the Customer, or any Authorised User manage and maintain fluid performance to stay within the set parameter limits. Any inspection, review, audit, monitoring, testing, access, or use by WML of any Measurements shall not relieve the Customer or Authorised User from any liability or obligation under this Addendum or by law (whether resulting from common law, case law, statute, or otherwise) or otherwise or impose any liability or responsibility on WML.

3. Limited License

The Parties agree that Authorised Users may access the SmartMonitor Services on a limited, non-exclusive, non-transferable, revocable basis, subject to the terms of use of the Contract and the SmartMonitor Portal operated and hosted by WML's subcontractor. Notwithstanding anything to the contrary, nothing in the Contract gives the Customer or Authorised Users any right or licence to use any Amazon Web Services software installed on a Smart Monitor equipment, unless otherwise agreed.

4. Authorised User Subscriptions

- 4.1 Subject to paragraph 3 above, WML will provide Authorised Users with access to the SmartMonitor Portal by way of single sign on to their account during the Subscription Term solely for purposes of the SmartMonitor Services.
- 4.2 The Customer may, from time to time make a written request to WML to purchase additional Authorised User subscriptions for existing SmartMonitor Services. WML shall consider such request and respond to the Customer with approval or rejection of the request (such approval not to be unreasonably withheld).
- 4.3 The Customer undertakes that:
- 4.3.1 only a reasonable number of Authorised Users will receive access to the SmartMonitor Portal on a need-to-know basis upon request.
 - 4.3.2 it shall maintain a written, up-to-date list of current Authorised Users;
 - 4.3.3 upon request from WML, the Customer or any Authorised user must provide verification of the Authorised User's identity and business relationship with the

Customer and prior to or during use of the SmartMonitor Portal and SmartMonitor Services, the Customer shall ensure that each Authorised User shall keep a secure password for their use of the SmartMonitor Services, which shall remain confidential;

- 4.3.4 it shall permit WML and/or WML's subcontractor and/or WML's designated auditor to audit the usage of the SmartMonitor Services and the Customer's or any Authorised User's data processing facilities to audit compliance with the Contract. Each such audit may be conducted no more than once per quarter, at WML's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's or Authorised User's normal conduct of business.
- 4.3.5 if any of the audits referred to reveal that any account has been provided to any individual who is not an Authorised User, then without prejudice to WML's other rights, the Customer shall promptly inform WML to disable such account and WML shall not issue any new passwords to any such individual; and
- 4.3.6 if any of the audits referred to reveal that the Customer has failed to pay or underpaid any invoices from WML, then without prejudice to WML's other rights, the Customer shall pay to WML an amount equal to such underpayment as calculated in accordance with the prices set out in the Order, within seven (7) Business Days of the date of the payment request being made.
- 4.3.7 The Customer shall not, and shall procure and ensure that each Authorised User shall not access, store, distribute or transmit any Viruses, or make use of or introduce any material during its use of the SmartMonitor Services that:
- (a) circumvents or disables any security feature of the SmartMonitor Services;
 - (b) causes the SmartMonitor Services to malfunction;
 - (c) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (d) facilitates illegal activity;
 - (e) depicts sexually explicit images;
 - (f) promotes unlawful violence;
 - (g) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - (h) is otherwise illegal or causes loss, damage or injury to any person or property;
 - (i) and WML reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's and/or an Authorised User's access to any material that breaches the provisions of this paragraph.

- 4.4 The Customer shall not and shall procure and ensure that each Authorised User shall not: (i) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties and (ii) except to the extent expressly permitted under the Contract:
- 4.4.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software, SmartMonitor Portal and/or the SmartMonitor Services (as applicable) in any form or media or by any means; or
 - 4.4.2 attempt to de-compile, decode, reverse compile, disassemble, reverse engineer or otherwise, reduce to human-perceivable form all or any part of the SmartMonitor Equipment, SmartMonitor Portal, Software and/or the SmartMonitor Services; or
 - 4.4.3 access all or any part of the SmartMonitor Services, Documentation, SmartMonitor Portal and/or the Software to build a product or service which competes with the SmartMonitor Services Documentation and/or the Software; or
 - 4.4.4 use the SmartMonitor Services and/or Documentation to provide services to any unauthorised parties; or
 - 4.4.5 attempt to obtain, or assist any parties in obtaining, access to the Software, other than as provided under the Contract; or
 - 4.4.6 distribute, license, sell, rent, lease, transfer, assign, display, disclose, commercially exploit or otherwise offer the benefits or in any way, or otherwise make the SmartMonitor Equipment or SmartMonitor Services and/or Software available to any third party except the Authorised Users as expressly permitted in the Contract, or
 - 4.4.7 introduce or permit the introduction of any Virus or Vulnerability into the SmartMonitor Services or WML's network and information systems or those of its subcontractor for the SmartMonitor Services.
- 4.5 The Customer shall protect the Software to the same contractual extent as the Customer's own software. The Customer shall prevent any unauthorised access to, or use of, the SmartMonitor Services and/or the Software and, in the event of any such unauthorised access or use, promptly notify WML of it in writing. The Customer shall prevent any unauthorised access to, or use of, the SmartMonitor Services and/or the Software and, in the event of any such unauthorised access or use, shall promptly notify WML of it. In the event of a breach, WML reserves the right to terminate access to any Authorised User.

5. SmartMonitor Services

- 5.1 WML shall, during the Subscription Term, provide the SmartMonitor Services and make available the Documentation and the SmartMonitor Portal.

- 5.2 WML does not guarantee that the SmartMonitor Services will be available online 100% of the time but will maintain an availability level that matches the availability level provided to it by its subcontractor.
- 5.3 WML shall be entitled to modify the SmartMonitor Services from time to time if they are modified by its subcontractor, including limiting the volume or frequency of data which may be collected, generated, processed, or analysed in connection with the SmartMonitor Services.

6. WML's Obligations

- 6.1 WML undertakes that the SmartMonitor Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- 6.2 If the SmartMonitor Services do not materially conform with the foregoing undertaking, including the terms of the Documentation, WML may use reasonable commercial endeavours to correct any such non-conformance promptly. Such correction constitutes the Customer's and any affected party's sole and exclusive remedy for any breach of the obligations set out in this paragraph.
- 6.3 WML's obligations in this paragraph shall not apply to the extent of any non-conformance which is caused by use of the SmartMonitor Services contrary to WML's or the manufacturer's instructions, or modification or alteration of the SmartMonitor Services by the Customer or any party other than WML or WML's duly authorised contractors or agents.

Notwithstanding the foregoing, WML does not warrant that:

- (a) the Customer or any Authorised User's use of the SmartMonitor Equipment, the SmartMonitor Services or SmartMonitor Portal will be uninterrupted or error-free, free from any Vulnerability, Virus or other harmful components or that the SmartMonitor Services, Documentation and/or information obtained by the Customer or Authorised User will meet the Customer's or Authorised User's requirements; and
- (b) the Customer or Authorised User's use of the SmartMonitor Equipment, the SmartMonitor Services or SmartMonitor Portal will be fit for the Customer or Authorised User's business and/or operational purposes;
- (c) WML will be responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data or corruption of measurements over communications networks and facilities, including the internet, and the Customer acknowledges that the SmartMonitor Equipment, SmartMonitor Services, Documentation and SmartMonitor Portal may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7. Customer Obligations

- 7.1 In the case of any SmartMonitor Products relating to a vessel, the Customer shall inform WML of any change of ownership of such vessel as soon as possible after such change..

- 7.2 The Customer shall and shall ensure that Authorised Users shall maintain the SmartMonitor Equipment in a functional state, by:
- (a) visually inspecting the SmartMonitor Equipment at least once a week, including for damage and leaks;
 - (b) complete annual Maintenance requirements in line with equipment manuals

8. Charges and Payment for SmartMonitor Products

- 8.1 The price of the SmartMonitor Equipment and the SmartMonitor Services will be set out in the Order form.
- 8.2 The price for the SmartMonitor Equipment will be invoiced on delivery.
- 8.3 Each unit of SmartMonitor Equipment will require a separate annual Subscription Fee to be invoiced quarterly in advance
- 8.4 All amounts and fees stated or referred to in this Addendum are exclusive of value added tax which shall be added to WML's invoice(s) at the appropriate rate.
- 8.5 All payments owed to WML by the Customer for SmartMonitor Products shall be paid by the Customer within thirty (30) days of invoice.

9. Repairs and Maintenance

- 9.1 All maintenance of the SmartMonitor Equipment will be carried out by the Customer in accordance with the manufacturer's Documentation. The Customer shall keep a written record of maintenance, repairs, and the measures taken in each case and these records will be shared with WML at WML's request.
- 9.2 The Customer shall immediately inform WML if the SmartMonitor Equipment requires any repair, or if it is not operating properly. If the repair is within the warranty period and there is no breach of the warranty terms (including in relation to any maintenance requirements) or the terms of the Contract, the Customer will facilitate any repairs to the SmartMonitor Equipment by contacting WML, who will liaise with the manufacturer (via its subcontractor).
- 9.3 If the SmartMonitor Equipment has been subject to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions, tampering, improper use by any party other than WML, or another cause or incident that is beyond normal wear and tear, or subject to an act of God (including tornadoes, hurricanes, flooding, fire), or used with any third-party product, equipment, software, lubricant, or product that has not been previously approved in writing by WML, or the warranty has expired or if the need for the repair arises out of a breach of the Contract or the warranty by the Customer (including a failure to comply with the

Documentation), the Customer alone shall bear all costs and expenses relating to its repair or replacement.

10. Proprietary Rights

- 10.1 The Customer acknowledges and agrees that WML or its licensors own all software/licensing rights (including Intellectual Property Rights), in relation to the, SmartMonitor Services, the Software, the Data, and the Documentation (and to any modifications, derivations, developments, or improvements thereof) whether created by or on behalf of WML, the Customer or any third party. The Customer shall not challenge, or assist any third party in challenging the validity or ownership of any Intellectual Property Rights of WML or its licensors. To the extent that any Intellectual Property Rights in the SmartMonitor Services may vest in the Customer or its users, the Customer hereby irrevocably assigns, and shall procure the assignment of, all such rights to WML or its designee.
- 10.2 The Customer shall not, and shall not permit any third party to copy, modify, adapt, translate, create derivative works from, reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of the Software, the Data or SmartMonitor Services, except as expressly permitted by law.
- 10.3 WML confirms that it and or its licensor has or has the right to confer all the rights in relation to the SmartMonitor Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Addendum.
- 10.4 The Customer acknowledges that WML is not required to accept, consider, act on or implement any Feedback. The Customer hereby grants WML an unrestricted, irrevocable, royalty-free, perpetual, exclusive, transferable, worldwide, sub-licensable right and licence to use, reproduce, modify, alter, adapt, display, transmit or distribute any Feedback at no additional cost to WML.
- 10.5 Without prejudice to any other rights or obligations, in the provision of its technical services, WML or a third party authorised by WML is expressly authorised to collect, extract (remotely or otherwise) copy, access, use, process, save, retain, sell, disclose and/or transfer the Data generated from the Authorised User's use of the SmartMonitor Services for any purpose and such Data does not qualify as Customer Confidential Information.
- 10.6 The provisions of this paragraph 10 shall survive the termination or expiry of the Contract.

11. Disposal

At the expiry or termination of the Contract or the SmartMonitor Services, the Customer shall be solely responsible for any subsequent use and ultimate disposal of the SmartMonitor Equipment subject to relevant electronic waste disposal regulations. If the Customer and/or Authorised User cease to use the SmartMonitor Equipment following termination under this Addendum, the Customer shall, at the

Customer's expense, within thirty (30) days of the expiry or termination of the Contract : (i) dispose of the SmartMonitor Equipment in accordance with WML's instructions and in accordance with all applicable laws, including laws regarding hazardous materials, and (ii) certify, in writing to WML that the SmartMonitor Equipment has been disposed of in accordance with this paragraph 11.

12. Termination

12.1 Upon termination or expiry of the Contract: (i) the Customer shall immediately pay to WML all outstanding amounts due under the Contract; and (ii) access to the SmartMonitor Services and SmartMonitor Portal shall cease.

13. Confidentiality

13.1 Details of the SmartMonitor Services, and the results of any performance tests of the SmartMonitor Services, and the Data shall constitute the confidential information of WML's licensor ("**Confidential Information**").

13.2 On termination or expiry of this Addendum, each Party shall:

- (a) destroy or return to the other Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information;
- (b) erase all the other Party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent commercially, technically and legally practicable); and
- (c) confirm in writing to the other Party that it has complied with the requirements of this paragraph, provided that a recipient Party may retain documents and materials containing, reflecting, incorporating or based on the other Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority.

14. Limitation of Liability

14.1 Clause 12 of the Conditions shall apply in connection with the supply of the SmartMonitor Equipment and the SmartMonitor Services save that:

- (a) Where a Contract relates to more than one SmartMonitor Equipment unit, WML's maximum aggregate liability in respect of any single SmartMonitor Equipment unit shall in no circumstances exceed the invoice value of the individual SmartMonitor Equipment at issue;
- (b) Where a Contract relates to more than one subscription for SmartMonitor Services, WML's maximum Liability for any claim arising out of or in connection with an

- individual subscription under that Contract shall be limited to a maximum of four months' Subscription Fee paid by the Customer for that particular subscription; and
- (c) the total maximum aggregate Liability arising out of any act, omission, event or circumstance or series of acts, omissions, events or circumstances, under the Contract shall in no circumstances exceed USD \$250,000;

14.2 Except as expressly provided in this Appendix 2:

- 14.2.1 the SmartMonitor Services and Documentation are provided to the Customer on an "as is" and "as available" basis;
- 14.2.2 the Customer or Authorised User assumes sole responsibility for reliance on and use of results obtained from the use of the SmartMonitor Services by the Customer (or any third parties), and for conclusions drawn from such use. WML shall have no liability for any damage caused by errors or omissions in any of the results, Data, information, instructions or scripts provided either to WML by the Customer or by WML to the Customer in connection with the SmartMonitor Services, or any actions taken by WML at the direction of the Customer or any Authorised User;

Appendix 1: SmartMonitor Equipment

| SmartMonitor Equipment Name | SKU |
|-----------------------------|-----|
| WML Direct Sensor | |
| WML Sensor Box | |
| WML IR Sensor Box | |
| WML IR Sensor Box with OPC | |

Appendix 2: SmartMonitor Services

All SmartMonitor Services include the following, covering the data feeds associated with the Customer’s SmartMonitor Equipment configuration:

1. Data Visualisation, Alerts, and Dashboards

- a. WML will ingest data collected from SmartMonitor Equipment installed on-site to the Customer’s equipment and perform analysis on that data. The types of data ingested will vary based upon the Customer’s selected SmartMonitor equipment configuration.
- b. WML will visualise data for the Customer’s review in the SmartMonitor Portal.
- c. The Customer can opt-in to receive notifications related to data and operating conditions.

2. Consultancy and Insights

- a. Technical Service Engineer(s) provided by WML or its subcontractor will provide insights on the Customer’ data from time to time, or at a reasonable cadence agreed between WML and the Customer
- b. Technical Service Engineers will be available to review data within a reasonable timeframe and consult on the Customer notifications

3. SmartMonitor Equipment Warranty

- a. SmartMonitor Equipment comes with a two-year manufacturer warranty from the date of delivery under the following conditions:
 - (i) The SmartMonitor Equipment is installed pursuant to the manufacturer’s instructions in the Documentation provided by WML.

- (ii) The SmartMonitor Equipment has not been damaged or rendered inoperable due to the Customer or Authorised User's (or their agents, Affiliates, or assignees') conduct, including tampering with the SmartMonitor Equipment or its components, in breach of this Addendum or the warranty.
 - (iii) The warranty may be extended between the Parties, on terms to be agreed between the Parties
- b. To claim against the warranty under this Addendum, the Customer must proceed as follows:
- (i) Notify WML – through the Customer's associated Technical Service Engineer or Account Manager of an issue with the SmartMonitor Equipment.
 - (ii) Submit a Ticket through the tab that is on SmartMonitor Portal which will be picked up by the WML – Provide relevant details and proof of the issue to WML for troubleshooting prior to (iii);
 - (iii) Proceed as Requested – Where requested, the Customer should disconnect the SmartMonitor Equipment and return it to WML and/or its designated supply chain partner as instructed by WML and/or install a new SmartMonitor Equipment if requested by WML.

4. Used Oil Analysis (UOA) and Logistics

- a. WML (or their Subcontractor) will provide the Customer's typical UOA services as part of the SmartMonitor Services
- b. WML (or their Subcontractor) shall schedule, process, and report UOA data and analysis in the Customer's typical cadence agreed with the Customer.
- c. If the Customer is a new customer, WML (or their Subcontractor) will recommend and implement, in consultation with the Customer, a UOA schedule reasonable for the Customer's configuration based on the knowledge and expertise of WML and its subcontractor.