

myMTS TERMS OF SERVICE

PLEASE READ THESE TERMS OF SERVICE (“TERMS”) CAREFULLY BEFORE USING THE MTS SOLUTION. BY USING THE MTS SOLUTION, THE USER IS AGREEING TO BE BOUND BY THESE TERMS. IF A USER DOES NOT AGREE TO THESE TERMS, DO NOT USE THE SOLUTION. FOR MTS SOFTWARE INCLUDED WITH PURCHASE OF HARDWARE, USERS MUST RETURN THE ENTIRE HARDWARE/SOFTWARE PACKAGE IN ORDER FOR A REFUND TO BE ISSUED.

Welcome to myMTS!

1. OVERVIEW

These Terms govern use of myMTS from MTS Systems Corporation (“MTS”, “we”, “us” or “our”) and any related products, features, apps, services, hardware, technologies, machines, devices, and software we offer as part of myMTS (together with myMTS, “Solution”), except where we expressly state that separate terms (and not these) apply. Use of the Solution is being conditionally granted to users by MTS subject to the following Terms. Use of the Solution signifies that the user has read, understands, acknowledges and agrees to be bound by these Terms. Nothing in these Terms shall be deemed to confer any third-party rights or benefits. If a user does not agree to be bound by these Terms, do not use (or continue to use) the Solution.

2. OUR DATA POLICY AND USERS’ PRIVACY CHOICES

We collect and use certain personally identifiable information of users of the Solution. We detail our practices and users’ privacy choices in the [Data Policy](#).

3. USER COMMITMENTS TO MTS

Who can use the Solution: At MTS, we value personal relationships between our customers and our employees. For that reason, users of the Solution must:

- Use their real name
- Provide accurate information about themselves
- Create only one account (their own)
- Not share their password, give access to their account to others, or transfer their account to anyone else (without our permission)
- Not impersonate another person or entity.

Individuals cannot use our Solution if:

- They are under 16 years old
- We previously disabled their account for violations of our Terms or other agreements with MTS related to the Solution (for example, agreements related to sale of equipment or maintenance agreements) (the “Customer Agreements”)
- They are prohibited from receiving our products, services, or software under applicable laws
- They are not an active MTS service customer
- They are a competitor of MTS.

What users can share and do on the Solution: We want people to use the Solution to improve their experience with MTS service, but not at the expense of the safety and well-being of others or the integrity of our Solution.

Users are not permitted to engage in the conduct described below (or to facilitate or support others in doing so):

1. They may not use our Solution to do or share anything:
 - That violates these Terms or any Customer Agreements
 - That is unlawful, misleading, discriminatory or fraudulent
 - That infringes or violates someone else's rights.
2. They must not put any information into the Solution that is restricted from export, re-export, or diversion by law.
3. They must not give access, show, discuss, or convey anything about the Solution to MTS competitors, their employees, or other third parties.
4. They may not upload viruses or malicious code or do anything that could disable, overburden, or impair the proper working or appearance of our Solution.
5. They may not access or collect data from our Solution using automated means (without our prior permission) or attempt to access data they do not have permission to access.

We can remove content in violation of these provisions and, if applicable, we may take action against a user account, for any or all of the reasons described above.

We encourage users to report content or conduct that users believe violates our Terms or Customer Agreements.

The permissions users give us: We need certain permissions from users to provide our services:

1. Permission to use content users create and share: Users own the content users create and share on the Solution. To provide the Solution, though, we need users to give us some legal permissions to use that content.

Specifically, when users enter, post, or upload content that is covered by intellectual property rights (like photos or videos) on or in connection with our Solution, users grant us a perpetual, non-exclusive, transferable, sub-licensable, royalty-free, and worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of such content (consistent with applicable privacy and application settings). This means, for example, that if a photo is posted on the Solution, we have permission (among other things) to store, copy, and share it.

Except as required by applicable law, under no circumstances is MTS obligated to ensure that any current user information or other current related information is removed, or is to be removed, from any devices, other machines owned by or under the control of MTS, or machines of third parties. MTS will purge old, outdated or otherwise incorrect personal information from the Device or machines owned by or under the control of MTS in accordance with applicable law and its own internal policies and procedures.

2. Permission for MTS employees and partners to use content: Unless specified by a privacy or application setting, by entering information into the Solution, users agree to make this information available to MTS employees and MTS partners.
3. Permission to update software users use or download: If users download or use our software, users give us permission to download and install upgrades and updates to improve, enhance, and further develop it.
4. Permission to be used in marketing: By using the Solution, where applicable users hereby grant MTS the nonexclusive right and license to use and display their company's name, logo and similar indicia ("Customer Marks") (a) to the extent any customization or implementation of the Services involve the

incorporation of Customer Marks in furtherance of this Agreement or any Customer Agreement and (b) on its website and marketing collateral identifying them as a commercial user of the Solution. MTS obtains no rights in the Customer Marks except for the limited rights described in the preceding sentence, and the applicable user's company retains all right, title and interest in the Customer Marks. All use of the Customer Marks by MTS will inure to the benefit of the applicable user's company.

4. LIMITS ON USING OUR INTELLECTUAL PROPERTY

If users use content covered by intellectual property rights that we have and make available in our Solution (for example, text, images, designs, videos, or sounds we provide that users add to content users create or share), we retain all rights to that content (but not to content of users). Users can only use our copyrights or trademarks (or any similar marks) with our prior written permission. Users must obtain our written permission to modify, create derivative works of, decompile, or otherwise attempt to extract, analyze, reverse engineer or use source code from us in a manner not provided under these Terms.

5. ADDITIONAL PROVISIONS

Updating our Terms: We work constantly to improve our services and develop new features to make our Solution better for users and other customers. As a result, we may need to update these Terms from time to time to accurately reflect our services and practices. Users are required to frequently check back for updates to these Terms. Once any updated Terms are in effect, a user will be bound by them if they continue to use our Solution.

We hope that users will continue using our Solution, but if users do not agree to our updated Terms and no longer want to use the Solution, users can discontinue using the Solution at any time.

Account suspension or termination: If we determine that our Terms or Customer Agreements have been violated, we may take action to protect our other users and services, including suspending access to a user account or disabling it. We may also suspend or disable a user account if that user creates risk or legal exposure for us or when we are permitted or required to do so by law. Where appropriate, we will notify a user about their suspended or disabled account the next time the user tries to access it.

If a user deletes or we disable a user's account, these Terms shall terminate as an agreement between the user and us, but the following provisions will remain in place: 4, 5, (Limits on liability), and 6.

Limits on liability: Our Solution is provided "as is," and we make no guarantees that it always will be safe, secure, or error-free, or that it will function without disruptions, delays, or imperfections. To the maximum extent permitted by law, we also DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. We do not control or direct what people and others do or say, and we are not responsible for their actions or conduct (whether online or offline) or any content they share (including offensive, inappropriate, obscene, unlawful, and other objectionable content). We cannot predict when issues might arise with our Solution. Accordingly, our liability shall be limited to the fullest extent permitted by applicable law. UNDER NO CIRCUMSTANCE WILL WE BE LIABLE FOR ANY LOST PROFITS, REVENUES, INFORMATION, OR DATA, OR CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS OR THE SOLUTION, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS OR THE SOLUTION WILL NOT EXCEED \$100.00.

6. DISPUTES

We try to provide clear rules so that we can limit or hopefully avoid disputes between users and us. If a dispute does arise, however, it's useful to know up front where it can be resolved and what laws will apply.

For any claim, cause of action, or dispute any user may have against us that arises out of or relates to these Terms or the Solution ("claim"), it is hereby agreed that it will be resolved exclusively in the U.S. District Court for the District of Minnesota or a state court located in Minneapolis, Minnesota. It is also hereby agreed that all parties will submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim, and that the laws of the State of Minnesota will govern these Terms and any claim, without regard to conflict of law provisions.

7. OTHER

1. These Terms and any applicable Customer Agreements make up the entire agreement with MTS regarding use of our Solution. They supersede any prior agreements.
2. Parts of the Solution we offer may also be governed by supplemental terms. If users use any of those parts of the Solution, supplemental terms will be made available and are part of our agreement with users. To the extent any supplemental terms conflict with these Terms, the supplemental terms shall govern to the extent of the conflict.
3. If any portion of these Terms are found to be unenforceable, the remaining portion will remain in full force and effect. If we fail to enforce any of these Terms, it will not be considered a waiver. Any amendment to or waiver of these Terms must be made in writing and signed by us.
4. Users will not transfer any of their rights or obligations under these Terms to anyone else without our consent.
5. We reserve the right to disallow access to the Solution for any reason at any time without any prior notice.
6. We make no warranties as to the availability of the Solution. Significant downtime may occur and data may be lost.
7. If users discontinue regular MTS service visits, or their MTS service spend falls to less than \$2,000 USD / year, or such other amount as may be specified by MTS in writing to a user, we reserve the right to reclaim any loaned hardware and users agree to provide all hardware back to MTS. Users understand that the hardware left at a user facility is owned by MTS and only loaned temporarily. Users are responsible for loss, repair, replacement and other costs, damages, fees and charges if users do not return the hardware to us in an undamaged condition.
8. These Terms do not confer any third-party beneficiary rights. All of our rights and obligations under these Terms are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
9. We always appreciate feedback and other suggestions about our products and services. Note that we may use them without any restriction or obligation of compensation, and we are under no obligation to keep them confidential.
10. We reserve all rights not expressly granted herein.

Date of Last Revision: April 06, 2020

DATA POLICY

This policy describes the information MTS Systems Corporation ("MTS," "we," "us," or "our") processes to support myMTS and the related products, features, apps, services, hardware, technologies, machines, devices, and software we offer. For the purpose of this Data Policy, MTS is the controller within the meaning of applicable data protection laws.

BY ACCESSING AND USING THE SOLUTION, THE USER ACKNOWLEDGES TO HAVE BEEN DULY INFORMED ABOUT THE COLLECTION AND USE OF INFORMATION AS DISCUSSED IN THIS DATA POLICY

1. WHAT KIND OF INFORMATION WE COLLECT

We process information about users, user equipment, and the user's lab. The types of information we collect depend on how our Solution is used, as described more fully below.

2. THINGS USERS AND OTHERS DO AND PROVIDE

Information and content users provide: We collect the content, communications and other information users provide when using our Solution, including when users sign up for an account, create or share content, and message or communicate with others. This can include information in or about the content provided (like metadata), such as the location of a photo or the date a file was created. It can also include what is seen through features we provide, such as our camera. Our systems automatically process content and communications users and others provide to analyze context and what's in them for the purposes described below.

Personal Information: When signing up for an account or otherwise utilizing the Solution, we may collect personally identifying data including user's name, user's employer details (e.g., name and address), user's location, physical and electronic contact addresses and/or phone number, and information such as geographic region and industry.

Equipment: We collect information about the equipment in the user's lab, including serial numbers, part numbers, manufacture dates and photos. We also collect service information related to the equipment, such as past service events, calibration certificates, maintenance reports, upcoming events, how you interact with them across our Solution.

User usage: We collect information about how users use our Solution, such as the types of content users view or engage with; the features users use; the actions users take; the people or accounts users interact with; and the time, frequency and duration of user activities. For example, we log when a user is using and has last used our Solution, and what equipment and other content users view on our Solution. We also collect information about how users use features like scanning tags.

Things others do and information they provide about users: We also receive and analyze content, communications and information that other people provide when they use our Solution. This can include information about, for example, content reviewed by others who have used the Solution.

3. DEVICE INFORMATION

As described below, we collect information (legal basis regarding users in the EU: Article 6 (1) a), b) and/or f) GDPR) from and about the computers, mobile devices and the provided tablets used that integrate with our Solution, and we combine this information across different devices users use. For example, we use information collected about use of our Solution on users' phones to better personalize the content or features they see when they use our Solution on another device, such as the provided myMTS Device, or to measure whether a user took an action in response to an alert we showed on their phone or on a different device.

Information we obtain from these devices includes:

- **Device attributes:** information such as the operating system, hardware and software versions, battery level, signal strength, available storage space, browser type, app and file names and types, and plugins
- **Device operations:** information about operations and behaviors performed on the device, such as whether a window is foregrounded or backgrounded, or mouse movements (which can help distinguish humans from bots)
- **Identifiers:** unique identifiers such as IP addresses and device IDs
- **Device signals:** Bluetooth signals and information about nearby Wi-Fi access points, beacons, and cell towers
- **Data from device settings:** information users allow us to receive through device settings users turn on, such as access to GPS location
- **Network and connections:** information such as the name of the mobile operator or ISP, language, time zone, mobile phone number, IP address, connection speed and, in some cases, information about other devices that are nearby or on a user's network
- **Cookie data:** data from cookies stored on a user's device, including cookie IDs and settings

4. INFORMATION FROM OTHER MTS SOLUTIONS AND PARTNERS

MTS and its partners provide other services, software, solutions, and ways to interact with MTS. Information from these other partners is provided to the Solution. This includes information about users' or equipment's activities off the Solution—including information about what service has been done to equipment, what tech support issues users have initiated, and how users use the other services—whether or not users have a Solution account or are logged into the Solution.

5. HOW WE USE THIS INFORMATION

We use the information we have (subject to choices users make) as described below and to provide and support the Solution and related services described in the Solution Terms (legal basis regarding users in the EU: Article 6 (1) a), b) and/or f) GDPR). Here's how:

- **Provide, personalize and improve our Solution:** We use the information we have to deliver our Solution, including to personalize features and content and make suggestions for users on and off our Solution. To create a personalized Solution that is unique and relevant to users, we use user information, service history, and more based on the data we collect and learn from users and others (including any data with special protections users choose to provide); how users use and interact with our Solution; and the equipment and people users interact with on and off our Solution.
- **Provide measurement, analytics, and other business services:** We use the information we have (including activity off our Solution) to help MTS and other partners measure the effectiveness of their

products and services, and understand the types of customers who use their services and how customers interact with their services.

- **Promote safety, integrity and security:** We use the information we have to verify accounts and activity, combat harmful conduct, detect and prevent spam and other bad experiences, maintain the integrity of our Solution, and promote safety and security on and off of our Solution. For example, we use data we have to investigate suspicious activity or violations of our Terms or Customer Agreements.
- **Communicate with users:** We may use the information we have to send users marketing communications, communicate with users about our Solution, and let users know about our policies and terms. We also use user information to respond to users when users contact us.

6. HOW THIS INFORMATION IS SHARED

User information is shared with others (legal basis regarding users in the EU: Article 6 (1) b) and/or f) GDPR) in the following ways:

- **People and accounts users post to and communicate with:** When content is added using our Solution, by default it is visible to other users within a user's account as well as MTS employees and MTS partners. This content is not visible to other customer accounts. For example, when a new maintenance issue is recorded for a piece of equipment, all other users in a user's myMTS account will be able to view it as well as the user's MTS Field Service Engineer (FSE) and Sales Person, among other MTS employees. But other companies, whether or not they are also MTS customers, will not be able to view the new maintenance issue record. In some situations, content users' interactions within the Solution will be limited to certain users per the appropriate settings.
- **Content others share or re-share about users:** Users should consider what content they choose to add to the Solution, because people who can see user information on our Solution will have access to it and could potentially share it with others who users do not intend outside of the Solution. For example, when a new maintenance alert is posted, a user with access could take a screenshot of the equipment maintenance and share that content to others across or off our Solution. Also, comments on someone else's post or reactions to their content are visible to anyone who can see the other person's content.
- **Information about a user's active status or presence on our Solution:** People in a user's networks can see signals telling them whether users are active on our Solution, including whether they are currently active on the Solution, or when they last used our Solution.
- **Apps, websites, and third-party integrations on or using our Solution:** When users choose to use MTS or third-party apps, websites, or other services that use, or are integrated with, our Solution, they can receive information about what a user posts or shares. For example, when users purchase a service over the phone with a MTS order entry person, the ordered service may become visible through the Solution even though it was not ordered through the Solution. Likewise, if a support issue is logged through the Solution, that support issue may be shared with other MTS software and systems such that if a call is made to MTS or another MTS customer portal is accessed, the logged issue would be visible. The manner in which third parties use a user's data will be subject to their own applicable privacy and other data use policies.
- **New owner:** If the ownership or control of all or part of our Solution or their assets changes, we may transfer a user's information to the new owner.

- **Aggregated or De-identified Data:** We may disclose or use aggregated or de-identified information for any purpose. For example, we may share aggregated or de-identified information with prospects or partners for business or research purposes, such as telling a prospective MTS Service customer the average amount of maintenance alerts logged in a typical lab or characteristics of the maintenance of certain equipment models.
- **Personal Information:** We keep our customers' personal information private and do not give it to others, unless permitted or required by law, or to third parties to provide services on our behalf and then only for use for the purposes of providing the Solution, services, or as otherwise described in this policy. We do not give or sell our customers' personal information to other companies for such companies' own marketing purposes unrelated to MTS. MTS may disclose personal information to protect the rights or property of MTS, to enforce the MTS terms of use and legal notices, as required or permitted by law, or at the request of government regulators or other law enforcement officials and the courts. Finally, MTS may share or transfer user information in connection with a prospective or actual sale, merger, transfer or other reorganization of all or parts of its business. MTS has no duty to notify users of such disclosures.

7. USER RIGHTS - USER PERSONAL INFORMATION

At any point while MTS is in possession of, or processing personal information, the "data subject," has the following rights including:

- Right of access – the right to request a copy of the information that we hold about them.
- Right of rectification – a right to correct data that we hold about them that is inaccurate or incomplete.
- Right to be forgotten – in certain circumstances they can ask for the data we hold about them to be erased from our records. The erasure of their information may also be subject to MTS's Records Retention Policy. Should the data fall within one of the areas where MTS is under a legal requirement to retain such data for a certain period of time, MTS will retain that data in accordance with its legal obligations.
- Right to restriction of processing – where certain conditions apply, they have a right to restrict the processing.
- Right of portability – the right to have the data we hold about them transferred to another organization.
- Right to object – the right to object to certain types of processing such as direct marketing.
- Right to object to automated processing, including profiling – the right to be subject to the legal effects of automated processing or profiling.
- Right to judicial review – in the event that MTS refuses a request under any of the above rights, we will provide them with a reason as to why.

Please note that the above rights are not absolute, and we may be entitled to refuse requests where exceptions apply.

If MTS does hold personal information about a data subject, they can request the following information:

- The details of how and why their data is processed.
- Contact details of the data protection officer, if applicable.
- The purpose of the processing as well as the legal basis for processing.
- If the processing is based on the legitimate interests of MTS or a third party, information about those interests.

- The categories of personal data collected, stored and processed.
- Recipient(s) or categories of recipients that the data is/will be disclosed to.
- If we intend to transfer the personal data to a third country or international organization, information about how we ensure this is done securely and in compliance with all applicable laws.
- How long the data will be stored.
- Details of their rights to correct, erase, restrict or object to such processing.
- The source of personal data if it wasn't collected directly from them.

Please see Section 12 regarding how to contact us with questions or for additional information.

8. SHARING WITH THIRD-PARTY PARTNERS

We work with third-party partners who help us provide and improve our Solution, which makes it possible to continue to develop and offer a high value Solution (legal basis regarding users in the EU: Article 6 (1) b) and/or f) GDPR). Here are the types of third parties we share information with:

- **Vendors and service providers:** We provide information and content to vendors and service providers who support our business, such as by providing technical infrastructure services, analyzing how our Solution are used, providing customer service, facilitating payments or conducting surveys.
- **MTS Business Partners:** We provide information about user accounts to MTS Business Partners who act as representatives or distributors in regions of the world where MTS does not directly handle the customer relationship. The MTS Business Partners may have full access to the accounts they serve similar to how MTS Employees do.

8. HOW WE RESPOND TO LEGAL REQUESTS

We access, preserve and share user information with regulators, law enforcement or others (legal basis regarding users in the EU: Article 6 (1) c) and/or f) GDPR) in the following instances:

- In response to a legal request (like a search warrant, court order or subpoena) if we have a good faith belief that the law requires us to do so. This may include responding to legal requests from within the United States, as well as from jurisdictions outside of the United States when we have a good-faith belief that the response is allowed by law in that jurisdiction and is consistent with internationally recognized standards.
- When we have a good-faith belief it is necessary to detect, prevent and address fraud, unauthorized use of the Solution, violations of our terms or policies, or other harmful or illegal activity; to protect ourselves (including our rights, property or Solution), users or others, including as part of investigations or regulatory inquiries. For example, we may provide information to and receive information from third-party partners about the reliability of a user account to prevent fraud, abuse and other harmful activity on and off our Solution.
- Information we receive about users can be accessed and preserved for an extended period when it is the subject of a legal request or obligation, governmental investigation, or investigations of possible violations of our Terms or Customer Agreements, or otherwise to prevent harm. We also retain information from accounts disabled for terms violations to prevent repeat abuse or other term violations.

9. HOW WE OPERATE AND TRANSFER DATA AS PART OF OUR GLOBAL SERVICES

We share information globally, both internally within the MTS Systems group of companies (subsidiaries and affiliates), and externally with our partners around the world as specified in this policy. User information may, for example, be transferred or transmitted to, or stored and processed in the United States or other countries outside of where users live for the purposes as described in this policy. These data transfers are necessary to provide the services set forth in the Terms of Service and to globally operate and provide our Solution to customers. We utilize standard contract clauses, rely on the European Commission's adequacy decisions about certain countries, as applicable, and obtain appropriate consents where required for these data transfers to the United States and other countries.

10. HOW LONG WE RETAIN USER DATA

We keep user information to enable continued use of the Solution, for as long as it is required in order to fulfil the relevant purposes described in this policy, as may be required by law such as for tax and accounting purposes, or as otherwise communicated to users.

11. HOW WE WILL NOTIFY USERS OF CHANGES TO THIS POLICY

Updates to changes we make to this policy will be made available to users where required under applicable law. We encourage users to check for an update when they use the Solution.

12. HOW TO CONTACT MTS WITH QUESTIONS

If users have questions about this policy, users can contact us at info@mts.com. If users have questions about processing of personal data, users can contact us at privacy@mts.com.

Date of Last Revision: April 06, 2020