

End User License Agreement

PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE PROCEEDING. BY CLICKING “I AGREE” AT THE END OF THIS END USER LICENSE AGREEMENT, YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ THIS ENTIRE END USER LICENSE AGREEMENT (hereinafter referred to as “EULA”) AND AGREE TO BE BOUND BY THE SAME. PLEASE BE ADVISED THAT GENERAC POWER SYSTEMS, INC. (HEREINAFTER THE “**COMPANY**”) RESERVES THE RIGHT TO MODIFY THIS EULA IN ITS SOLE DISCRETION AT ANY TIME.

The Company has developed Mobile Link™ and MobileLinkGen.com™, as well as licensed any App(s) that may become available to access the same via a mobile phone, tablet, or the like, for the benefit of its customers. These products empower the Company’s standby generators’ owners (hereinafter generally referred to as “**Customers**”) to remotely monitor their home standby generators.

This EULA shall govern the use of the Mobile Link™ device, MobileLinkGen.com™, and any e-mails, texts, or information generated by the Mobile Link™ device to remotely monitor the generator associated with the Mobile Link™ device being registered at MobileLinkGen.com™. This EULA shall also govern any access to the same via MobileLinkGen.com™ and/or any App(s) for the same. The e-mails, texts, or information generated by the Mobile Link™ device shall hereinafter be referred to as the “**Data**”. The Data shall only be for the personal use of the individual entering into this EULA (hereinafter referred to as “You”). This usage contemplates You sharing or permitting access to the Data to those limited individuals You select and authorize to receive and/or access the Data to help maintain Your generator. The use of the Mobile Link™ device, login feature on MobileLinkGen.com™, as well as any App offered to access the same, shall hereinafter jointly be referred to as the “**Services**”.

1. Acknowledgements:

If You do not agree with the terms of this EULA, You may not receive Data from your Mobile Link™ Device, or use the Services to monitor your Mobile Link™ Device or use the associated Data. If You do agree, and check “I Agree” at the end of this EULA, please be advised that doing so does not limit or constrain any right or protection afforded to the Company through any previously granted consent(s) provided by You to the Company.

Your access to the Data and use of the Services is subject to this EULA and all applicable laws. By checking “I Agree”, you accept, without limitation or qualification, this EULA for Your Data and Services for Mobile Link™ device and MobileLinkGen.com™.

You hereby acknowledge and agree that in order to transmit Data, Your Mobile Link™ device uses a Wireless Service that involves radio technologies and is subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting Wireless Service operation. Wireless Service and/or features may not be available in all areas. Wireless Service is only available within each applicable calling plan coverage area, within the operating range of the wireless systems, and with Equipment that is authorized to operate on Verizon Wireless’s network.

You hereby acknowledge and agree that your Mobile Link™ device the Data and/or the Services are not to be used for remote medical monitoring.

You hereby agree that any failure by Mobile Link™ or the Services to perform as expected shall be excused in all cases including but not limited to a failure of a third party wireless or telecommunications provider serving a particular area, power failure, national emergency, interference by any governmental agency, acts of God, strikes, other labor disturbance, severe weather conditions, fire, terrorism, riots, war, earthquakes, or any other causes beyond the affected Party's reasonable control.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN GENERAC POWER SYSTEMS, INC. AND THE UNDERLYING CARRIER. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU AND YOU HEREBY WAIVE ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

2. License:

The technology that operates Your Mobile Link™ device and MobileLinkGen.com™, and the Services and Data, including without limitation any content, graphics, processes and code, and all upgrades, updates, corrections and enhancements thereto and all copyrights and other intellectual property related thereto are the sole property of the Company and/or its licensors or suppliers, and the Company and/or its licensors or suppliers, if applicable, retain all right, title and interest in and to such Mobile Link™ device, MobileLinkGen.com™, any App(s) accessing the same, Service and Data technology and intellectual property. The Company grants You a personal, non-commercial, non-exclusive, non-transferable, (included in this limitation is a prohibition against sublicensing), terminable and limited license to use the technology and wireless services embedded in Your Mobile Link™ device and the MobileLinkGen.com™ website monitoring options as well as the Data, subject to all of the conditions and limitations set forth in this EULA. The limited grant of license detailed above is also subject to all of the laws and regulations applicable to the use of Your Mobile Link™ device, the technology and wireless services embedded in Your Mobile Link™ device, MobileLinkGen.com™, and the Data.

3. Protecting Your Access to Your Generator's Information:

You shall be solely responsible for maintaining the confidentiality of your MobileLinkGen.com™ login information, and protecting from damage, theft or hacking any computer, laptop, tablet, cell phone or Smartphone to which Data is being sent to update You regarding Your generator and/or from which You are accessing Services.

4. Allowable uses of the Device and Data:

You may only use Your Mobile Link™ device, MobileLinkGen.com™, Services and the Data as set forth and authorized in this EULA. You are strictly prohibited from using Your Mobile Link™ device, MobileLinkGen.com™ or the Data in any manner not authorized by this EULA. Such prohibited activity includes but is not limited to: modification or distribution of the technology embedded in Mobile Link™ device, the Mobile Link™ device itself, MobileLinkGen.com™ or the Data, or copying or distributing any of the same except for the express purpose of monitoring Your generator or obtaining service for the same. You are strictly prohibited from (a) accessing the technology and code embedded in Your Mobile Link™ device, MobileLinkGen.com™ or the Data; (b) copying, reproducing, distributing, or in any manner duplicating any part or technology supporting Your Mobile Link™ device, MobileLinkGen.com™ or the Data,

in whole or in part; (c) selling leasing, licensing, sublicensing, distributing, assigning, transferring or otherwise granting any rights in the service You register for with MobileLinkGen.com™; (d) modifying, porting, translating, or creating derivative works of the technology supporting Your Mobile Link™ device, MobileLinkGen.com™ and/or the Data; decompiling, disassembling, reverse-engineering or otherwise attempting to derive, reconstruct, identify or discover any source code, underlying ideas, algorithms associated with Your Mobile Link™ device, MobileLinkGen.com™ or the Data; (e) removing any proprietary notices, labels, or marks from Your Mobile Link™ device, MobileLinkGen.com™, the messages relayed to you through Your Mobile Link™ device and MobileLinkGen.com™ or the Data; (f) using Your Mobile Link™ device, MobileLinkGen.com™ or the Data for purposes of comparison with or benchmarking against third-parties' services; (g) knowingly taking any action that would put the technology associated with Mobile Link™ devices, MobileLinkGen.com™ or the Data into the public domain. Furthermore, by entering into this EULA, you are hereby prohibited from using Your Mobile Link™ device, the technology embedded in the same, MobileLinkGen.com™, and/or the Data in any manner that could be construed as (a) harassing, abusing, threatening, intimidating, stalking, defaming, or in any way infringing or violating the rights of any other person, party, group of people, or group of parties; and you are further restricted from any (b) unlawful, fraudulent or deceptive use of the same; (c) attempting to introduce viruses or any other malicious computer code that interrupts, destroys or limits the functionality of any computer, application, hardware or telecommunications equipment; (d) attempting to gain unauthorized access to Company's computer network or any of Company's user accounts; (e) encouraging conduct that would constitute a criminal offense, or that would give rise to civil liability through your use, misuse, or abuse of Your Mobile Link™ device, its technology or wireless service, MobileLinkGen.com™ and/or the Data. Be advised that the Company may terminate this EULA effective immediately (except where it is restricted or prohibited by law) for any reason, including, but not limited to, Company's reasonable conclusion that You have violated this EULA.

5. No Warranty:

THE COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE TIMELINESS OF THE DELIVERY OF DATA VIA TEXT OR E-MAIL, OR THE ACCESSIBILITY OF THE DATA THROUGH ANY SERVICES. THE DATA AND THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. FURTHERMORE THE COMPANY SPECIFICALLY DOES NOT WARRANT AGAINST ANY INTERFERENCE THAT YOU MAY EXPERIENCE WITH YOUR USE AND ENJOYMENT OF ANY APP ASSOCIATED WITH THE Mobile Link™ DEVICE, MobileLinkGen.com™, SERVICES AND/OR ANY DATA ASSOCIATED WITH THE SAME. THE COMPANY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY THE APP WILL MEET YOUR REQUIREMENTS OR THAT THE SAME WILL BE ERROR-FREE OR THAT THE COMPANY WILL CORRECT ANY DEFECTS IN THE APP OR DATA; OR THAT USE OF THE APP WILL NOT ADVERSELY EFFECT ANY DEVICE ON WHICH YOU USE THE APP; OR THAT IT WILL NOT MODIFY OR CHANGE OR RENDER A PORTION OF YOUR DEVICE INACCESSIBLE OR UNUSABLE. YOU UTILIZE ANY DATA PROVIDED ON AN APP AND/OR ACCESS ANY SERVICES THROUGH AN APP AT YOUR SOLE RISK KNOWING THAT THE SAME MAY NOT BE ACCURATE. THE COMPANY HAS NO OBLIGATION TO PROVIDE ANY SUPPORT, INCLUDING CUSTOMER SUPPORT FOR THE APP INCLUDING BUT NOT LIMITING TO TROUBLESHOOTING ANY NEGATIVE IMPACTS THE SAME MAY HAVE ON YOUR DEVICE.

6. No Insurance/Waiver of Subrogation:

The Company is not providing to You or any of its Customers insurance of any kind. Your payments are not insurance premiums. The fees charged by the Company for Services as well as the cost of products have no correlation to the value of Your property located at the site of Your generator. The fees charged by the Company are based upon the value inherent to them. The risk of loss of your real and personal property, as well as anyone else's property located in your premises is born by You. Protecting against risk of loss with appropriate insurance coverage is always advisable. In the event of any loss, damage or injury, the Company shall have no liability. Your exclusive remedy for compensation is with your insurer, and not the Company. By clicking "I Agree" you hereby release and waive for yourself and your insurer any and all subrogation and other rights to recover against the Company that might arise as a result of the payment of any claim for loss, damage or injury by your insurer.

7. No Guaranty (Limitation of Liability):

A) THE COMPANY SHALL HAVE NO LIABILITY TO YOU IF CHANGES IN THE WIRELESS SERVICE OR IN THE VERIZON WIRELESS NETWORK, SYSTEMS, OPERATIONS, EQUIPMENT, POLICIES OR PROCEDURES SUPPORTING YOUR Mobile Link™ DEVICE RENDER OBSOLETE OR OUTDATED ANY EQUIPMENT, HARDWARE, DEVICES OR SOFTWARE PROVIDED BY THE COMPANY TO YOU IN CONJUNCTION WITH YOUR USE OF THE SERVICE.

B) THE COMPANY SHALL HAVE NO LIABILITY FOR ANY CAUSES OF ACTION, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF (I) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, OR DEFECTS IN VERIZON WIRELESS FURNISHING WIRELESS SERVICE, (II) FAILURES OR DEFECTS IN THE VERIZON WIRELESS NETWORK OR SYSTEMS, (III) USE OF THE Mobile Link™ DEVICE OR THE SERVICE OR (IV) ANY DISABLING OF EQUIPMENT BY YOU.

C) THE COMPANY SHALL HAVE NO LIABILITY FOR ANY INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR DEMANDS OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, USE OR INABILITY TO USE THE WIRELESS SERVICE OR EQUIPMENT, RELIANCE BY ANY END USER OR CUSTOMER ON ANY DATA PROVIDED OR OBTAINED THROUGH USE OF THE SERVICES, WIRELESS SERVICE OR EQUIPMENT, ANY INTERRUPTION, DEFECT, ERROR, VIRUS, OR DELAY IN OPERATION OR TRANSMISSION, ANY FAILURE TO TRANSMIT OR ANY LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT SHALL GENERAC BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES.

D) THE COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, COSTS OR REPLACEMENT GOODS, LOSS OR DAMAGE TO DATA, ANY DAMAGES RESULTING FROM THE USE OF OR RELIANCE ON THE INFORMATION PRESENTED, EVEN IF GENERAC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE YOUR Mobile Link™ DEVICE, MobileLinkGen.com™, THE DATA AND/OR THE SERVICE. Some jurisdictions do not allow the exclusion of consequential damages, so the above exclusion may not apply to you. The Company assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, the Data or Services, or of browsing the MobileLinkGen.com™ Site or your downloading of any materials, data, text, images, video, or audio from said Site.

8. Indemnification:

You agree to indemnify, defend, and hold harmless the Company and its employees, agents, officers and directors, from and against any claims, damages, liabilities, costs, fines, penalties and expenses (including attorney and other professional fees and costs) arising out of or relating to (a) Your use or misuse of Your Mobile Link™ device, MobileLinkGen.com™ and/or the Data and/or Services; (b) Your violation of this EULA or applicable law; (c) Your violation of any rights of a third party; or (d) any other negligent or intentional misconduct by You. The Company retains the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You are required to cooperate in asserting any available defenses.

9. Termination:

Either side may terminate this EULA. You may terminate this EULA by cancelling your subscription to the Service provided by MobileLinkGen.com™. This EULA will automatically terminate without notice from the Company if You fail to comply with any terms of this EULA. Upon termination of the EULA, You shall cease all use of the Mobile Link™ and MobileLinkGen.com™ to obtain or access Services and/or Data, and cease using any App(s) associated with them upon termination of this EULA. You agree that the Company may terminate this EULA and cease to support the Mobile Link™ device and MobileLinkGen.com™ at any time at the sole discretion of the Company.

No Refunds. PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.

10. If You sell Your Mobile Link™ device or Your generator with Your Mobile Link™ device attached:

Please be advised that if you sell Your Mobile Link™ device, then the Services provided through MobileLinkGen.com™ are not transferrable to the new owner of Your Mobile Link™ device.

11. Contact Information:

Should You need to contact the Company, the Company can be reached at 855-436-8439 (US) or 844-843-9436 (Canada).

12. Disconnecting Your Service:

To disconnect your service, you can manage by logging on to your Mobile Link account and going to the subscription section of your generator. Or you may contact us at 855-436-8439 (US) or 844-843-9436 (Canada).

13. Subscription Terms

This subscription will auto-renew at the rate mentioned above at the end of each term (monthly or annually) until you decide to cancel your subscription. If you decide to cancel, you can do so by going into

the subscription section of your Mobile Link page. You will be charged until the end of that term; we do not offer pro-rated credits.

14. Consent to Electronic Communications:

Consent to Electronic Communications. Although you are entitled to opt out of any advertising or marketing, you agree that the Company may contact You or provide You with any required notices, agreements, or other information concerning the availability of the Data and/or Services by e-mail or other electronic means. You also agree that the Company may send automated e-mails with alerts regarding severe problems with the Services that may impact the timeliness of notices provided regarding the status of your generator.

Mobile Link program

The Mobile Link program sends text messages over SMS regarding status changes for your generator. Frequency is based on account setup. Enrollment is completed using the web site and requires a mobile phone number. Upon saving your preferences for the first time, you will receive a message confirming that you have opted in to the Mobile Link program. You may opt out of this program at any time. Message and Data rates may apply. Contact your carrier for details. To stop receiving these messages, uncheck the option in your profile or text "**STOP**" to 73887. Text "**HELP**" to 73887 for help or information. Contact 8554368439 for additional assistance. Alerts sent via SMS may not be delivered to you if your phone is not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of your wireless carrier may interfere with message delivery, including the customer's equipment, terrain, proximity to buildings, foliage, and weather. You acknowledge that urgent alerts may not be timely received and that your wireless carrier does not guarantee that alerts will be delivered. By participating in the Mobile Link program, you agree to the Terms and Conditions. [Click here](#) to view the full Terms and Conditions. [Click here](#) to view our Privacy Statement. Supported Carriers: AT&T, Sprint, Nextel, Boost, Verizon Wireless, U.S. Cellular®, T-Mobile®, Cellular One Dobson, Cincinnati Bell, Alltel, Virgin Mobile USA, Cellular South, Unicel, Centennial and Ntelos

15. Privacy Statement:

The e-mails and texts generated and sent by the Mobile Link™ device and the login feature on MobileLinkGen.com™ will be handled by a secure hosted server. The limited information that may be included in these messages includes the sender's name, the sender's and recipient's e-mail addresses and information about the generator. The manufacturer may retain copies of the transmissions so that it can better assist its Customers.

The Company (also referred to as "we" herein) respects the privacy of every Customer. The Company will never trade, rent or sell personal information gathered from these saved messages. Furthermore we will not provide a Customer's name, e-mail address, or any other information gathered from these messages to any third-party unless ordered by a court, directed by a subpoena, or unless we believe it is necessary to comply with any law or rule, except to enforce the manufacturer's legal rights, or protect its operations, business, or property – intellectual, tangible or intangible.

This Privacy Statement is subject to change at the sole discretion of the manufacturer. By utilizing this device, accepting the software licensing agreement, or accessing your information via MobileLinkGen.com™, you hereby agree to be bound by the then current Privacy Statement, acknowledge your awareness of the Privacy Statement and grant the manufacturer permission to save the information disclosed above.

Please refer to the Generac Power Systems, Inc. Privacy Statement, available in the Mobile Link™ App and online <https://www.generac.com/privacy-policy> for further information on the collection and use of your information.

16. No Export:

You shall not export, sell or otherwise dispose of any Mobile Link™ device, App or Data to any country not approved for export or to any person or entity You knows, or should know, will result, directly or indirectly, in disposition of the Mobile Link™ device, App or Data contrary to U.S. Export Administrative Regulations (15 CFR parts 730-774) and/or Office of Foreign Assets Control (31 CFR 500-597) implemented pursuant to the Trading with the Enemy Act, (50 USC 1-44) and the International Emergency Economic Powers Act (50 USC 1701-1706).

17. Governing Law, Venue and Jurisdiction:

This Agreement shall be governed and interpreted in accordance with the laws of the State of Wisconsin, without reference to its conflict of laws or other rules that would require the application of the laws of another jurisdiction. You hereby submit to personal jurisdiction exclusively in the state and federal courts of Wisconsin, and waive all objections to a Wisconsin venue.

18. Entire Agreement:

This EULA constitutes the entire agreement and understanding between the Company and You regarding the matters set forth in this EULA. This EULA supersedes any previous written or oral agreements between us, but for the Terms and Conditions of this site that shall be read in conjunction with this EULA. To the extent there is any conflict between this Agreement and the Terms and Conditions, this Agreement shall prevail. You hereby agree that the Company has not made any inducements, commitments, conditions, representations or warranties of any kind to You whether direct, indirect collateral, express or implied, oral or written other than what has been set forth in this EULA.

19. No Waiver:

Any forbearance or delay on the part of Generac in enforcing any rights under this Agreement shall not be construed as a waiver of such rights. Any grant of a waiver in one instance shall not be construed as a continuing waiver in all similar instances. No provision of this Agreement shall be considered waived unless expressly waived in writing, signed by the party against whom enforcement of such provision is sought.

20. Severability:

If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect. Moreover, the Parties agree that the invalid, illegal or unenforceable provision shall be enforced to the maximum extent permitted by law in accordance with the intention of the Parties as expressed by such provision.

21. Miscellaneous:

Modification and Notice. The Company reserves the right to modify, terminate or otherwise amend this EULA without notice. The current version of the EULA will be available on-line [here](#). Your continued use of the Mobile Link™ device, MobileLinkGen.com™, the Services and/or the Data hereby constitute your agreement to be bound by any revisions to the EULA. You further acknowledge that any breach or threatened breach of this EULA by You will cause irreparable harm to the Company for which damages would not be an adequate remedy. Therefore, in addition to all other rights and remedies available at law to the Company, the Company shall further be entitled to see immediate equitable relief which shall include but not be limited to injunctive relief as appropriate. Should the Company seek equitable remedies, it shall not be precluded or prevented from seeking all available remedies at law, nor shall the request of injunctive relief be deemed an election of remedies. In the event that a court of competent jurisdiction deems any provision of this EULA to be unenforceable, such provision shall be deemed to have been stricken from this EULA without impacting the other provisions. The Company hereby gives notice that no condition of this EULA may be deemed waived unless the Company or You respectively provide notice of waiver in writing.