



# 3M™ Connected Safety Components Integrated in the 3M™ Versaflo™ TR-600 Powered Air Purifying Respirator (PAPR)

## *User Instructions*

**IMPORTANT:** Refer to the 3M™ Versaflo™ TR-600 Powered Air Purifying Respirator (PAPR) Assembly *User Instructions* for all proper use, operation, care, inspection, and maintenance guidance for your TR-600 Connected PAPR assembly. 3M™ Connected Safety system components integrated with the PAPR do not have any affect or impact on the respiratory protection provided by the PAPR system or its NIOSH certifications.

Read all instructions and warnings before using. Keep these User Instructions for reference. If you have questions regarding these products, contact 3M Technical Service.

**For technical help, contact 1 (800) 243-4630 and select Connected Safety**

**!!! IMPORTANT READ FIRST !!!**

- Read and understand the contents of these *User Instructions* prior to use, including all warnings and advisories.
- This system is for professional occupational use only.
- The 3M™ Connected PAPR System is not designed or approved to meet intrinsic safety standards.
- Follow all 3M Personal Protective Equipment (PPE) *User Instructions* for devices that may be used with this system.
- Refer to the 3M™ Versaflo™ TR-600 Powered Air Purifying Respirator (PAPR) Assembly *User Instructions* for all proper use, operation, care, inspection and maintenance guidance for your TR-600 Connected PAPR assembly.

## Contents

Foreword .....	3
List of Warnings within these <i>User Instructions</i> .....	3
Limitations of Use.....	3
System Description.....	4
Operation.....	4
Connecting Your System .....	4
Regulatory .....	5
Warranty .....	6
Terms of Service and License.....	6
Region-Specific Terms of Service for 3M™ Versaflo™ Connected Powered Air Purifying Respirator, 3M™ Connected Safety Hub, and 3M™ Versaflo™ Connected Sensor Software.....	13
Europe .....	13
Canada .....	13
Open Source Notices .....	14
Contact Information.....	14

# Foreword

Please read, understand, and follow all safety information contained in the 3M™ Versaflo™ TR-600 Powered Air Purifying Respirator (PAPR) Assembly *User Instructions* prior to system use. These *User Instructions* contain information only for the integrated 3M™ Connected Safety system functionalities, operation and use that are independent of the respiratory protection provided by the TR-600 PAPR. Refer to the 3M™ Versaflo™ TR-600 Powered Air Purifying Respirator (PAPR) Assembly *User Instructions* for all proper use, operation, care, inspection and maintenance guidance for your TR-600-CX Connected PAPR assembly. If you have questions regarding these products, contact 3M Technical Service. Retain these *User Instructions* for future reference.

## List of Warnings within these *User Instructions*

### **⚠ WARNING**

1. The 3M™ Connected PAPR system components are not intrinsically safe. Do not use in flammable or explosive atmospheres. Doing so may result in serious injury or death.
2. Worker alerts generated by the connected system should not to be used in place of existing safety program policies, practices and procedures. They are designed to be supplemental to an established safety program. To reduce the risks associated with exposure to workplace hazards which, if not avoided, could result in serious injury or death, users should follow all Safety Supervisor direction on how to respond to alerts that may be experienced. The user's situational awareness should remain as one of the primary safety aspects in determining if there is a condition that requires attention or to immediately leave an exposure area. Always follow integrated TR-600 alarms when present.

## Limitations of Use

### **⚠ WARNING**

1. The 3M™ Connected PAPR system components are not intrinsically safe. Do not use in flammable or explosive atmospheres. Doing so may result in serious injury or death.

NOTE: This device is not hardened against Ionizing Radiation, which could cause device firmware to become corrupt. For users with Implanted Medical Devices, ask your medical device manufacturer or your authorized medical authority whether your implanted device can be used in close proximity to Bluetooth® devices.

## System Description

3M™ Connected Safety is an Internet-of-Things (IoT) platform designed to connect workers, places, and equipment to promote worker health and safety, compliance workflow, and process automation. A network of connected PPE creates an ecosystem that may help organizations drive worker health and safety, as well as compliance in occupational environments where hazards exist. A connected variation of PPE allows for rules to be configured in a given workplace based on employer-specified conditions. As personal health and safety is critical, a system that can provide proactive alerts to users of potential risks is a tool which may be used to complement or enhance existing health and safety program policies, practices and procedures. The 3M™ Versaflo™ Connected PAPR TR-602N-CX is an enhanced version of the Versaflo™ TR-600 as an IoT PPE device in the 3M™ Connected Safety ecosystem.

## Operation

### ⚠ WARNING

1. Worker alerts generated by the connected system should not be used in place of existing safety program policies, practices and procedures. They are designed to be supplemental to an established safety program. To reduce the risks associated with exposure to workplace hazards which, if not avoided, could result in serious injury or death, users should follow all Safety Supervisor direction on how to respond to alerts that may be experienced. The user's situational awareness should remain as one of the primary safety aspects in determining if there is a condition that requires attention or to immediately leave an exposure area. Always follow integrated TR-600 alarms when present.

Inspect the package contents for shipping damage and ensure all components are present. Refer to the 3M™ Versaflo™ TR-600 Powered Air Purifying Respirator (PAPR) Assembly *User Instructions* for all proper use, operation, care, inspection and maintenance guidance for your TR-600-CX Connected PAPR assembly.

## Connecting Your System

3M™ Connected Safety components integrated with the TR-600 PAPR use Bluetooth® Low Energy (BLE) to connect and communicate with the 3M™ Connected Safety Hub. Powering on the blower unit will automatically start the pairing process with the nearby Safety Hub it is associated with. If the Safety Hub is in its Docking Station upon blower start-up, it must first be removed from the dock before the devices will pair with one another. When the pairing process begins, an alternating pattern of green and red LED's flashing on the Safety Hub will be observed until the devices have been paired with one another.

# Regulatory

FCC ID: DGFPSDTR602CX1

IC: 458A-PSDTR602CX1

## FCC/ISED Compliance

This device complies with Part 15 of the FCC Rules and with ISED's license-exempt RSS's. Operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

The following is required for Innovation, Science, and Economic Development Canada.

(1) l'appareil ne doit pas produire de brouillage, et (2) l'utilisateur de l'appareil doit accepter tout brouillage radioélectrique subi, même si le brouillage est susceptible d'en compromettre le fonctionnement.

Warning: Operation of this equipment in a residential environment could cause radio interference.

NOTE: This equipment has been tested and found to comply with the limits for a Class A digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference when the equipment is operated in a commercial environment. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instruction manual, may cause harmful interference to radio communications. Operation of this equipment in a residential area is likely to cause harmful interference in which case the user will be required to correct the interference at the user's own expense.

Modifications to this device shall not be made without the written consent of 3M Company. Unauthorized modifications may void the authority granted under Federal Communication Rules permitting the operation of this device.

# Warranty

3M warrants the Connected Safety system component parts will be free from defective materials and workmanship at the time of purchase and will cover the parts listed below for the time period of 1 year, provided they are maintained and used in accordance with the product's *User Instructions* and/or recommendations. 3M's only obligation under this Warranty will be, at 3M's option, to repair or replace without charge any defective parts of the Connected Safety system returned to 3M in accordance with the instructions below and found by 3M to have been defective at the time of purchase or during the warranty period as applicable. This Warranty does not apply to any parts that have been misused, altered or had repair attempted, or have been subjected to abuse, accidental or otherwise.

EXCLUSIONS TO WARRANTY: THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTY OF QUALITY, EXCEPT OF TITLE AND AGAINST PATENT INFRINGEMENT.

## LIMITATION OF LIABILITY

Except as provided above, 3M shall not be liable or responsible for any loss or damage, whether direct, indirect, incidental, special or consequential, arising out of sale, use or misuse of Connected devices or 3M Versaflo products, or the user's inability to use such products. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE.

# Terms of Service and License

Terms of Service and License for 3M™ Versaflo™ Connected Powered Air Purifying Respirator, 3M™ Connected Safety Hub, and 3M™ Versaflo™ Connected Sensor Software

These Terms of Service and License collectively the "Agreement" governs the relationship among you, the principal on whose behalf you are authorized to act (the "Principal," with you and the Principal collectively being the "User"), and "3M" (through 3M Company or its Affiliate(s) in the local country in which Software is provisioned or sold to the User) for the 3M™ Versaflo™ Connected Powered Air Purifying Respirator, 3M™ Connected Safety Hub, and 3M™ Versaflo™ Connected Sensor Software.

By installing, copying, accessing, or otherwise using any part of the Software, you agree to and contract with 3M under the terms and conditions of this Agreement. If you do not agree to the terms and conditions of this Agreement, you are prohibited from any use of the Software.

Use of the Software constitutes acceptance of this Agreement.

## 1. Definitions

1.1. "Software" includes (a) any of the following that accompanies this Agreement including designs, text, graphics, images, logos, video, audio files, information, documentation, instructions, computer code (in any form including source or object form), program files, hardware or software keys; (b) data or content that are provided, accessed, utilized, or generated by the Software; (c) all revisions, updates, and upgrades to the Software; and (d) any embodiment of (a)-(c) that is resident in a Licensor-supplied system (including 3M personal protective equipment) that (i) communicates with the Software

or (ii) is provided, transferred, or otherwise sold by 3M, where Licensor-supplied shall mean supplied by 3M or its suppliers.

1.2. “Affiliate” means any: (a) individual who or “Entity” (i.e., any corporation, firm, partnership, proprietorship, or other form of business organization) that, in whatever country organized or resident, directly or indirectly, is controlled by, or is under common control with, or controls a party; or (b) Entity in which a party or any Entity in which any individual or Entity recited in subparagraph (a) directly or indirectly has at least a fifty percent ownership or voting rights interest (whether through stock ownership, stock power, voting proxy, or otherwise), or has the maximum ownership interest it is permitted to have in the country where such Entity exists.

1.3. “Authorized User” means an employee, contractor, or authorized agent of User or its Affiliates who is authorized to access or use the Software in connection with the conduct of User’s use as permitted hereunder.

## 2. Termination.

2.1 The Effective Date of this Agreement is the earlier date of User’s installation or first use of the Software and the term of this Agreement shall continue until it is terminated. User may terminate this Agreement at any time by (a) ceasing use of any Licensor-supplied system on which the Software is resident, or (b) destroying all copies of the Software in User’s possession or under User’s control. In addition to its other remedies at law and in equity, 3M may terminate this Agreement and the license grants set forth herein at any time if: (i) 3M provides thirty (30) days written notice to the User (ii) User is in material breach of any term or condition hereof or any other agreement with 3M; or (iii) if User fails to make timely payment of any service, license, or support fees due to 3M and such default is not cured within thirty (30) business days of User’s receipt of written notice of such default. Upon termination of this Agreement, all license rights granted to User shall immediately terminate and User must cease all use of the Software.

2.2 In the event of expiration or termination, User shall immediately cease all use of the Software and, within thirty (30) days of such termination or expiration, return, delete, or destroy any of the Software in User’s possession. User is solely responsible for downloading all appropriate data (including User Data) included in the Software prior to the expiration or termination date. On or after the expiration or termination date, 3M may delete all data it holds on behalf of the User without liability of any kind to User.

## 3. Permitted Use and License

3.1. 3M hereby grants to User a worldwide, limited, non-exclusive, and non-transferable license to access and use the Software in accordance with this Agreement. The Software is only licensed for use with specified Licensor-supplied systems for the Software and, if applicable, in accordance with any authentication credentials provided by 3M to the User. User agrees not to use, or permit others to use the Software for any purposes beyond the scope of this Agreement. Without limiting the foregoing, User shall not, nor permit others to: (a) resell, sublicense, lease, time-share or otherwise make the Software available to any third party, including but not limited to for third-party training, commercial time-sharing, application service provider or service bureau use; (b) transfer or copy the Software or any component (i.e., functional software) thereof; (c) modify, adapt or make derivative works of the Software, or reverse engineer the Software (provided that the foregoing shall not be construed to prohibit User from configuring the Software to the extent permitted by the Software’s standard user

interface); (d) remove, obscure, or alter 3M's proprietary notices, trademarks, or other proprietary rights notices embodied on or contained in the Software or the documentation; (e) use the Software in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (f) introduce into the Software any virus or other code or routine intended to disrupt or damage the Software or its content, or collect information about the Software; (g) use the Software to send or store infringing or unlawful material; (h) access the Software for the purpose of building, or assisting others to build, a competitive product or service or copying its features, content or user interface, including without limitation by screen scraping; (i) access or use the Software by means of any interfacing program, script, automated program, electronic agent or "bot" or; (j) use the Software with any article of personal protective equipment that is not approved or otherwise authorized for use with the Software by 3M.

3.2. Unless expressly provided herein, 3M retains all rights to all intellectual property embodied in or related to the products and services hereunder, including the Software, except that User Data is owned by User and User grants 3M certain rights to use User Data as described in Section 9 and as otherwise specified in this Agreement. No ownership rights in any intellectual property are transferred to User under this Agreement. User disclaims and waives all right, title, and interest in the Software other than the license rights expressly set forth herein. To the extent that User is ever deemed to have any right, title, or interest in the Software, or in any modification or derivative work thereof, User agrees to assign, and hereby assigns the same to 3M in accordance with their respective ownership interests, as determined by 3M. User shall not sublicense, rent, copy, modify, create derivative works of, reverse engineer, decompile, disassemble or otherwise attempt to gain access to the source code for the Software, or work with any individual or company that seeks to do any such activity.

3.3. Portions of the Software may incorporate open source software. By using the Software, User agrees to be bound to the terms of any third-party licenses for open source software that is included in the Software.

## 4. Credentials

4.1. 3M may issue unique User IDs and Passwords to enable Authorized Users to use the Software. Each User ID and Password combination is unique, confidential, and intended for use only by a single Authorized User to whom it is assigned. User may modify the Authorized Users from time to time to substitute or delete Authorized Users by using the functionality built into the Software if available. Authorized Users shall safeguard User ID and Password information relating to the Software, and User bears all risk from improper access due to failures of such safeguarding. User is responsible for all activities conducted under the accounts of its Authorized Users and for its Authorized Users' compliance with this Agreement. User shall be responsible for any and all use of the Software that is made through use of such User IDs and Passwords.

4.2. If User has Administrator Privileges and creates additional Authorized Users, then User assumes all responsibilities and liabilities for activities performed for the Software by those additional Authorized Users. Administrator Privileges for purposes of this section are (i) granted by 3M to User through a unique combination of User ID and Password and (ii) enable User to generate additional unique User IDs and Passwords for Authorized Users to access and use the Software.

## 5. Support

5.1. 3M may, at its sole discretion, use commercially reasonable efforts to provide support services for the Software to User; however, unless specifically provided for in a separate agreement between



3M and User, in no event, shall 3M be obligated to provide support services to the User. User expressly acknowledges that 3M does not guarantee a specific response time to requests for support services.

## 6. Warranty

6.1. USE OF THE SOFTWARE IS AT USER'S SOLE RISK. THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. 3M, ITS SUPPLIERS, LICENSORS, AND SUBCONTRACTORS DISCLAIM AND USER WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE SOFTWARE, DOCUMENTATION, OR OTHER RELATED INFORMATION, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WARRANTIES OF FREEDOM FROM ERRORS OR DEFECTS, OR ANY WARRANTIES OF SECURITY AGAINST DATA BREACHES OR INTRUSIONS. 3M, ITS SUPPLIERS, LICENSORS, AND SUBCONTRACTORS DO NOT WARRANT THAT THE SOFTWARE OR DATA WILL MEET USER'S REQUIREMENTS, THAT OPERATION OF THE SOFTWARE OR AVAILABILITY OF DATA WILL BE UNINTERRUPTED, OR THAT THE SOFTWARE OR DATA IS WITHOUT ERROR. NEITHER 3M NOR ITS SUPPLIERS, LICENSORS, AND SUBCONTRACTORS WILL BE RESPONSIBLE FOR THE ACCURACY OR USE OF DATA ACCESSED BY THE SOFTWARE. THE ABOVE-STATED LIMITED WARRANTY IS VOID WITH RESPECT TO ANY UNAUTHORIZED USE OF THE SOFTWARE, USE OF THE SOFTWARE OTHER THAN IN ACCORDANCE WITH 3M, ITS SUPPLIERS, LICENSORS, AND SUBCONTRACTORS'S WRITTEN INSTRUCTIONS AND DOCUMENTATION, USE OF SOFTWARE WITH PRODUCTS AND SERVICES NOT PROVIDED BY 3M, ITS SUPPLIERS, LICENSORS, AND SUBCONTRACTORS, AND AS TO SOFTWARE THAT HAS BEEN DAMAGED OR MODIFIED OTHER THAN BY 3M, ITS SUPPLIERS, LICENSORS, AND SUBCONTRACTORS.

## 7. Limitation of Liability

7.1. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL 3M, ITS SUPPLIERS, LICENSORS, AND SUBCONTRACTORS BE LIABLE (I) FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS OR LOST SAVINGS, HOWEVER CAUSED, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, WHETHER OR NOT 3M, ITS SUPPLIERS, LICENSORS, AND SUBCONTRACTORS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES; (II) FOR LOSS OF, DAMAGE TO, OR BREACH OF SOFTWARE, RECORDS OR DATA; (III) FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (IV) FOR THIRD-PARTY CLAIMS AGAINST USER FOR LOSSES OR DAMAGES (V) BUSINESS INTERRUPTION; OR (VI) ANY CLAIMS ARISING FROM USER'S USE OF THIRD PARTY SUPPLIES OR EQUIPMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, 3M, ITS SUPPLIERS, LICENSORS, AND SUBCONTRACTORS'S TOTAL LIABILITY TO USER IS LIMITED TO USER PAYMENTS PROVIDED UNDER THIS AGREEMENT.

## 8. User Responsibilities

Although 3M makes the Software available for User's use, User understands and acknowledges that it is solely responsible for the use it makes of the Software including, but not limited to, complying with all user instructions, safe workplaces practices, and the monitoring and verifying the input to and output from the Software. The Software is not a replacement for visual and functional inspections of personal protective equipment. THE SOFTWARE IS INTENDED TO SUPPLEMENT, NOT REPLACE, APPROPRIATE WORKPLACE, PRIVACY, HEALTH, SAFETY AND ENVIRONMENTAL POLICIES AND PRACTICES. USER IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL WORKPLACE, PRIVACY,

HEALTH, SAFETY, ENVIRONMENTAL AND OTHER APPLICABLE LAWS AND REGULATIONS. USER AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND 3M, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, PENALTIES, FINES, LIABILITIES, COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, THAT ARISE OR RESULT FROM USER'S USE OF THE SOFTWARE OR USER'S FAILURE TO COMPLY WITH SUCH LAWS AND REGULATIONS.

## 9. User Data and 3M's Use of User Data

9.1. User acknowledges, agrees and understands that, in connection with 3M providing User with access to and use of the Software, information resulting from User's use of the Software may be transmitted to 3M. User further acknowledges, agrees, and understands that such information will relate to User, Authorized Users and the devices utilized by User and Authorized Users, and that such information will be stored and maintained by 3M, its Affiliates, subcontractors and/or its agents (such information is collectively "User Data"). User is solely responsible for the timeliness and accuracy of all User Data submitted by the Software and represents that it has all necessary authority for the disclosure of User Data to 3M. 3M will undertake commercially reasonable measures to maintain the security and confidentiality of User Data.

9.2. 3M and its Affiliates, subcontractors and agents may monitor, access, collect, and use, but only as permitted by law, User Data in order to (a) operate, support, and enhance the Software for the User, (b) monitor compliance with this Agreement, (c) inform the User of products and services and (d) as required by applicable laws.

9.3. 3M may de-identify User Data using standard industry practices. Information that has been de-identified such that it does not identify User or Authorized Users shall not be User Data, and 3M may use or disclose it for any purpose, including to improve the Software, create new features, to conduct research, sell personal protective equipment or services, and develop new products or services, including reports based on analytics associated with the Software. 3M may also aggregate User Data with other data and may use that aggregated User Data to perform services for or provide products to third parties, provided that no such data would enable those third parties to identify Authorized Users or User, absent the consent of User. 3M's use and retention of de-identified User Data for uses and purposes set forth herein may extend beyond the term of this Agreement.

9.4. User acknowledges, agrees and understands that 3M may store User Data on servers provided by third parties in the US and countries other than the US. User is responsible for complying with all applicable laws, including local and other regulations, pertaining to personal information, such as data from or relating to its workers. User is responsible for providing individuals with any privacy notices and obtaining any consents required by applicable laws for the collection, use, disclosure, and processing of personal information in connection with User's use of the Software.

9.5. Upon 3M's confirmation of an incident in which there is unauthorized access to User Data ("Security Incident"), 3M will (i) notify User promptly after 3M becomes aware of the confirmed Security Incident and (ii) take reasonable steps to mitigate the effects and minimize any damage resulting from the Security Incident.

9.6. User Data may be stored in personal protective equipment and/or mobile applications installed on mobile devices authorized for accessing the Software. User is solely responsible for safeguarding the personal protective equipment, the mobile device, and their appropriate use. User is solely responsible to notify 3M in case of lost or missing mobile device authorized for use with the Software.

9.7 3M's use of reputable cloud service provider means that customer data may be stored on cloud service provider servers in the European Union. User is – as far as permitted by law - solely responsible for complying with all local and other regulations pertaining to personal data and information, such as data from or relating to its Authorized Users, employees, subcontractors, affiliates and/or agents. Without limiting the generality of the foregoing or any part of this Agreement, User, not 3M, is solely responsible for: (a) ensuring it has obtained necessary consent from its Authorized Users, employees, subcontractors, affiliates and/or its agents prior to the disclosure and/or transmission of their personal data and information; (b) implementing and maintaining data privacy protections and security measures for components that User provides or controls; (c) determining whether the Software and services are appropriate for storage and processing of information subject to any specific law or regulation; (d) responding to any request from an Authorized User or third party regarding data processed by, and User's use of the Software, equipment and services; and (e) providing individuals with any privacy notices required by applicable law. User shall indemnify, defend (with counsel approved in writing in advance by 3M) and hold 3M harmless against any claims for cost, damage, expense or liability arising out of or in connection with any violation of the User obligations in this clause.

9.8 3M is legally required to ensure that all personal information disclosed to or received from third parties is appropriately used, disclosed and protected according to the 3M Connected Safety System Data Processing Agreement, which can be requested from 3M or accessed at:

<https://login.connectedsafety.3m.com/TermsAndConditions/DataProcessingAgreement>.

9.9 User shall – as far as permitted by law - indemnify 3M and its directors, officers, agents and employees from and against any direct damages which may incur in connection with a breach for which User is responsible or a breach of other related legislation concerning the protection of personal information by User, its officers, employees, agents and subcontractors.

## 10. Feedback Automatically Becomes 3M's Property

Any feedback or suggestions provided by User to 3M regarding the products or services including Software, herein, ("Suggestions"), shall be the property of 3M and User hereby assigns to 3M all right, title and interest worldwide in and to such Suggestions and the related intellectual property rights. User acknowledges and understands that, in connection with certain products and services, certain information regarding User's use of the Software is transmitted to 3M. Such information may be collected and used by 3M to provide support services to User, and for research and marketing purposes. For the avoidance of doubt, 3M may use any feedback, suggestions, product experiences, and product outcomes provided or realized by User to improve or market the product or service, create new features, to conduct research, and develop new products or services, including reports based on analytics associated with the Software usage.

## 11. General

11.1 Governing Law, Limitation on Action and Attorneys' Fees. Unless otherwise mandated by law, this Agreement is governed by the laws of the State of Minnesota, USA, excluding its conflict of laws rules, and specifically excluding the United Nations Convention on Contracts for the International Sale of Goods. The parties consent to personal jurisdiction and venue in the state and federal courts sitting in Ramsey County in the State of Minnesota, USA, and agree that all disputes arising from this Agreement shall be venued in such courts. The parties also agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement must be brought within one (1) year after such claim or cause of action arose or be forever barred.

11.2. Export Restrictions. User agrees that it will not export or re-export (directly or indirectly) any products or documentation or other technical data therefore, in whole or in part, without complying with the U.S. Export Administration Act of 1979 and the regulations thereunder. User shall indemnify, defend (with counsel approved in writing in advance by 3M) and hold 3M harmless against any claims for cost, damage, expense or liability arising out of or in connection with these restrictions by User.

11.3. Assignment. User may not assign, voluntarily, by operation or law, in connection with a change in control, merger, or otherwise, this Agreement or any licenses granted or obligations set forth in these Terms and Conditions to any third party without prior written consent of 3M.

11.4. Severability. If any provision of this Agreement is held invalid, illegal, unenforceable, or in conflict with any law having jurisdiction over this Agreement, the validity, legality, and enforceability of the remaining portions or provisions hereof will not be affected or impaired.

11.5. Force Majeure. Neither Party will be responsible for any failure to perform due to causes beyond its reasonable control (each a "Force Majeure"), including, but not limited to, acts of God, war, riot, criminal acts, embargoes, acts of civil or military authorities, denial of or delays in processing of export license applications, fire, floods, earthquakes, accidents, strikes, or fuel crises, terrorist actions, or widespread internet or electrical outages, provided that such Party gives prompt written notice thereof to the other Party.

11.6. Waiver. No waiver will be implied from conduct or failure to enforce rights, and no waiver will be effective unless in writing signed on behalf of the party against whom the waiver is asserted. The exercise of any right or remedy provided in this Agreement will be without prejudice to the right to exercise any other right or remedy provided by law or equity, except as expressly limited by this Agreement.

11.7. Compliance with Laws. User is solely responsible for determining whether its use of the Software complies with applicable laws and regulations, including but not limited to those governing the collection, storage and use of personal information. User is solely responsible for establishing and maintaining policies, procedures, and third-party agreements relating to such information (including relating to collection, storage and use) as required by law.

11.8. Prior Agreement. This Agreement supersedes and replaces any and all prior agreements for the Software previously executed by the User.

11.9. Amendments. 3M will notify User before 3M makes any material changes to terms of this Agreement. User's continued use of the Software, following changes to terms of this Agreement or notice of the material changes to terms of this Agreement constitutes User's acceptance of any changed terms.

11.10. Notices. Any notice required or permitted by this Agreement shall be in writing to (1) sales-connectedsafety@3m.com for 3M or (2) a mailing address or email address of User or Principal.

# Region-Specific Terms of Service for 3M™ Versaflo™ Connected Powered Air Purifying Respirator, 3M™ Connected Safety Hub, and 3M™ Versaflo™ Connected Sensor Software

In addition to the Terms of Service and License for 3M™ Versaflo™ Connected Powered Air Purifying Respirator, 3M™ Connected Safety Hub, and 3M™ Versaflo™ Connected Sensor Software set forth above, User further agrees to and contracts with 3M under the following Region-Specific Terms of Service for the Software for any country or region designated below from which the User accesses or uses the Software.

## Europe

### User Data and 3M's Use of User Data

To the extent that User Data comprises Personal Information (as defined in the 3M Connected Safety System Data Processing Agreement), 3M will process that data in accordance with the 3M Connected Safety System Data Processing Agreement, which can be accessed at:

<https://login.connectedsafety.3m.com/TermsAndConditions/DataProcessingAgreement>

## Canada

### User Data and 3M's Use of User Data

User and 3M hereby acknowledge and agree:

(a) that User has obtained the relevant consent necessary for the collection, use, disclosure, and transmission of personal information (defined as any piece of information, either factual or subjective, about an identifiable individual) for storage outside of Canada in connection with User's use of the Software, in accordance with PIPEDA (Personal Information Protection and Electronic Documents Act) and any other applicable provincial legislation concerning the protection of personal information;

(b) that all personal information exchanged between User and 3M will be used solely for the purposes described in this Agreement and for no other purpose;

(c) not to disclose any personal information other than what is necessary to fulfill the purpose of the Agreement or as required by law;

(d) to use appropriate security measures to protect all personal information exchanged between User and 3M;

(e) to return or securely dispose of the transferred information once it is no longer needed for the purpose specified herein or after the termination of the Agreement; and

(f) to cooperate with one another by notifying each other of all access requests, rectification requests or consent revocations received relative to personal information held by User or 3M as a result of the exchange of information between the parties.

(g) User shall indemnify 3M and its directors, officers, agents and employees from and against any direct damages which may incur in connection with a breach of the clauses (a) to (f) or a breach of PIPEDA or other related provincial legislation concerning the protection of personal information by 3M, its officers, employees, agents and subcontractors.

# Open Source Notices

Open Source Notices for the 3M™ Versaflo™ Connected Powered Air Purifying Respirator, 3M™ Connected Safety Hub, and 3M™ Versaflo™ Connected Sensor Software can be found here:

<https://login.connectedsafety.3m.com/SPA#/About>

## Contact Information

### FOR MORE INFORMATION

In United States, contact:

Website: [www.3m.com/workersafety](http://www.3m.com/workersafety)

Technical Assistance: 1-800-243-4630 or [support-ConnectedSafety@3M.com](mailto:support-ConnectedSafety@3M.com)

For other 3M products:

1-800-3M-HELPS or 1-651-737-6501

For information on 3M patents, visit:

[www.3M.com/patents](http://www.3M.com/patents)



**For technical help, contact 1 (800) 243-4630 and select Connected Safety**

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