Master Subscription Agreement

Data Protection Appendix

(Updated April 4, 2023)

Master Subscription Agreement

EMAINT TERMS OF USE:

BY SIGNING THIS AGREEMENT, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING YOUR USE OF THE SERVICE PROVIDED TO YOU BY THE EMAINT LEGAL ENTITY AS DEFINED IN THE AGREED ORDER FORM. CUSTOMERS IN THE UNITED STATES, CANADA, MEXICO, CENTRAL AND SOUTH AMERICA WILL TYPICALLY BE CONTRACTING WITH EMAINT ENTERPRISES LLC, AND CUSTOMERS LOCATED ELSEWHERE WILL TYPICALLY BE CONTRACTING WITH EMAINT EMEA LIMITED (**"EMAINT"**). THIS AGREEMENT INCLUDES THE DATA PROTECTION APPENDIX WHERE YOU HAVE USERS IN THE EUROPEAN ECONOMIC AREA (EEA), UNITED KINGDOM, OR SWITZERLAND, AND/OR THE DATA PROTECTION APPENDIX (CCPA) IF YOU OR A USER ARE SUBJECT TO THE TERMS OF THE CALIFORNIA CONSUMER PRIVACY ACT (CCPA) AND/OR USE THE SERVICES IN A MANNER THAT MEANS THAT THE DELIVERY OF THEM BY EMAINT AND/OR THE USE AND ACCESS OF THEM BY YOU OR USERS MEANS THAT WE ARE A SERVICE PROVIDER UNDER THE TERMS OF THE CCPA. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, DO NOT SIGN THIS AGREEMENT.

Welcome

As part of the Service, eMaint will provide you with use of the Service, including a browser interface and data encryption, transmission, access and storage. Your registration for, or use of, the Service shall be deemed to be your agreement to abide by this Agreement including any materials available on the eMaint website incorporated by reference herein, including but not limited to eMaint 's privacy and security policies. For reference, a Definitions section is included at the end of this Agreement. In addition, we offer a limited free trial of our eMaint Online hosted edition with no further obligation.

1. Service Level

eMaint provides 24-hour access to its web-based eMaint Online hosted application, and users may access their eMaint Online account any time. Availability of eMaint Online may be hampered by circumstances and events beyond eMaint's reasonable control, such as power outages, disruptions along Internet pathways, or a force majeure.

eMaint monitors its servers and website availability 24/7. Upon discovery of service disruptions due to server-related issues, eMaint will notify immediately its third-party web hosting provider(s) and will work with the third-party provider(s) to resolve any issue(s) as quickly as possible so as to minimize any disruptions of service to eMaint customers. Should an unplanned service outage occur, and should such an outage result in the service being unavailable for more than 2 consecutive hours, eMaint will notify its customers, via email, of the disruption in service and of the steps eMaint and/or its third-party provider(s) is taking to resolve the matter. Service outages that are reported to eMaint by eMaint customers will be investigated immediately, and eMaint will inform the customer, via email, of the resolution of the matter. For planned outages, such as for server upgrades or maintenance, eMaint will notify, via email, its eMaint Online customers of a disruption in service at least 48 hours in advance of the planned outage.

2. License Grant & Restrictions

License Grant. eMaint hereby grants you a non-exclusive, non-transferable, non-sublicensable, worldwide right to use the Service, solely for your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by eMaint and its licensors.

Restrictions. You may not access the Service if you are a direct competitor of eMaint, except with eMaint's prior written consent. In addition, you may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way, except with eMaint's prior written consent; (ii) modify or make

derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer, disassemble, decrypt, extract or otherwise reduce the Service to a human perceivable form or otherwise attempt to determine the source code or algorithms of the Service (except to the extent the foregoing restriction is expressly prohibited by applicable law); (vi) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of eMaint's Intellectual Property Rights, whether such notice or indications are affixed on, contained in or otherwise connected to any part of the Service; (v) access or use the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Service.

You acknowledge and agree that eMaint does not monitor or police the Content or the Users' communications or data transmitted through the Service, and that eMaint shall not be responsible for the content of any such communications or transmissions. You may use the Service only for your internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, pornographic, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

Mobile Applications. If you purchased a mobile application to the Service, you will be granted license to install, access and use the Service from your mobile device during the Subscription term(s) in accordance with the provisions of this Agreement and, if applicable, the additional terms and conditions of the end user license agreement of the mobile application. Mobile applications run on smart phones, tablets, laptops and PCs, and are available on Android, Apple IOS and Windows 10. You may be required to update or upgrade the Service on your mobile device from time to time in order to ensure full functionality of the mobile application. eMaint will provide you with any additional requirements for optimal functionality of the mobile application, if any. eMaint is not required to make its mobile applications work with any other mobile devices. In addition to your obligations in sections 2 and 3 of this Agreement, you shall be responsible to protect your data and the Content stored on your mobile devices. User identification codes, passwords, and any information provided to you and the Users as part of eMaint's security procedures must be treated by you and the Users as confidential and must not be disclosed to any third-party. You are at all times responsible for the Users' use of the mobile application. You are solely responsible for obtaining and paying for internet connectivity of your mobile devices.

3. Your Responsibilities

You are responsible for all activity occurring under your User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify eMaint immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to eMaint immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Users; and (iii) not impersonate another eMaint user or provide false identity information to gain access to or use the Service.

4. Account Information and Data

eMaint does not own any data, information or material that you submit to the Service in the course of using the Service ("Customer Data"). You, not eMaint, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and eMaint shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. In the event this Agreement is terminated (other than by reason of your breach), eMaint will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. eMaint reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, your non-payment. Upon termination for cause, your right to access or use Customer Data immediately ceases, and eMaint shall have no obligation to maintain or forward any Customer Data.

5. Data Access and Rights

Collection and Ownership. You acknowledge that data related to usage of the Services may be collected ("Usage Data").

Use and Access. eMaint and its Affiliates may access and use the Usage Data and the Customer Data on a perpetual and royalty-free basis for the following purposes:

(i) to provide the products and services (including technical support and maintenance) to you as defined in an agreed Order Form; and

(ii) to use the Usage Data and Customer Data (with the exception of personal data) alone or in combination with or in other data, products, systems or services and create derivative works and otherwise benefit from the Usage Data and Customer Data for the purposes of developing and improving eMaint's and its Affiliates' products and services ("Usage Data Activities").

eMaint and its Affiliates may carry out the Usage Data Activities through their authorized contractors, consultants or other service providers, that may be located in different geographical areas, and share the Usage Data with them to the extent necessary for the above purposes. You acknowledge and agree that eMaint and its Affiliates own and reserve all rights, title and interest (including any Intellectual Property Rights) in and to the aggregated and de-identified Usage Data, the Usage Data Activities and any data, results, reports, analysis, solution, process, algorithm, material or other information arising out of or in connection with the Usage Data Activities.

eMaint will take reasonable measures to protect any Usage Data and Customer Data with at least the same degree of care that eMaint uses to protect its own data of similar importance but in no case less than a reasonable degree of care. eMaint and its Affiliates will disclose the Usage Data and Customer Data for the purposes of the Usage Data Activities in a de-identified or pseudonymized form. In the event of any inconsistencies between this section and the confidentiality provisions of this Agreement or any other non-disclosure agreement between you and eMaint, this section shall prevail.

6. Intellectual Property Ownership

eMaint alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the eMaint Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the eMaint Technology or the Intellectual Property Rights owned by eMaint. The eMaint name, the eMaint logo, and the product names associated with the Service are trademarks of eMaint or third parties, and no right or license is granted to use them.

7. Third Party Interactions

During use of the Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. eMaint and its licensors shall have no liability, obligation, or responsibility for any such correspondence, purchase or promotion between you and any such third-party. eMaint does not endorse any sites on the Internet that are linked through the Service. eMaint provides these links to you only as a matter of convenience, and in no event shall eMaint or its licensors be responsible for any content, products, or other materials on or available from such sites. eMaint provides the Service to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware or services.

8. Charges and Payment of Fees

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. The initial charges will be equal to the current number of total User licenses requested times the User license fee currently in effect. Payments must be made annually in advance unless otherwise mutually agreed upon in an Order Form. All payment obligations are non-cancelable, and all amounts paid are nonrefundable. You are responsible for paying for all User licenses ordered for the entire License Term, regardless of whether such User licenses are actively used. You must provide eMaint with valid credit card or approved purchase order information as a condition to signing up for the Service. An authorized License Administrator may add licenses by executing an additional written Order Form or using the 'Add New User' feature in the Service. Added licenses will be subject to the following: (i) added licenses will be coterminous with the pre-existing License Term (either Initial Term or renewal term); (ii) the license fee for the added licenses will be the then current, generally applicable license fee; and (iii) licenses added in the middle of a billing month will be charged in full for that billing

month. eMaint reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to you, which notice may be provided by e-mail. All pricing terms are confidential, and you agree not to disclose them to any third party.

9. Contingency, Backup and Disaster Recovery

eMaint performs data backups of all paying customers' eMaint Online account data. The servers' data backup procedure typically occurs between the hours of 12 midnight and 2 a.m. Eastern Time, seven days a week. During the backup process, you may incur a momentary pause (up to 90 seconds) should you be accessing your data at the precise moment the backup of your account data is taking place. Backup functions on other client data will have no effect on your access to your data. In the event that a web server ceases to function or that data files become corrupt, a system restore from backup will be performed, with every reasonable attempt being made to recover lost data. In the event that such a system restore from backup is required, eMaint will seek to have the system fully operational and back on-line within 48 hours. eMaint will notify its customers, via email, that such a procedure is taking place and will inform customers of the estimated date and time that the server is due to be operational. The account data in the mobile application to eMaint Online ("Fluke Mobile") will be synchronized with the eMaint Online account automatically while the user is logged in to the Fluke Mobile account and the mobile device is online. The Fluke Mobile account data stored on the mobile device will be lost and are therefore excluded from eMaint's backup obligations in the following cases: (i) the user clears the local data on the mobile device before synchronization; (ii) if the same mobile device is used for multiple Fluke Mobile accounts, log-in by one user clears the previously logged-in user's data from the mobile device if such data has not been synchronized with the eMaint Online account prior to log-off; and (iii) if the Fluke Mobile application is updated without first synchronizing the Fluke Mobile account data with the eMaint Online account.

10. Billing and Renewal

eMaint charges and collects in advance for use of the Service. eMaint will automatically renew and bill your credit card or issue an invoice to you each year on the subsequent anniversary or as otherwise mutually agreed upon. The renewal charge will be equal to the then-current number of total User licenses times the license fee in effect during the prior term, unless eMaint has given you at least 30 days prior written notice of a fee increase, which shall be effective upon renewal and thereafter. Fees for other services will be charged on an as quoted basis. eMaint's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) or other applicable national taxes based solely on eMaint's income.

You agree to provide eMaint with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, eMaint reserves the right to terminate your access to the Service in addition to any other legal remedies. If you believe your bill is incorrect, you must contact us in writing within 60 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

11. Non-Payment and Suspension

In addition to any other rights granted to eMaint herein, eMaint reserves the right to suspend or terminate this Agreement and your access to the Service if your account becomes delinquent (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged for User licenses during any period of suspension. If you or eMaint initiates termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with the Charges and Payment of Fees section above. You agree that eMaint may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees. eMaint reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. You agree and acknowledge that eMaint has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if your account is 30 days or more delinquent.

12. Termination upon Expiration/Reduction in Number of Licenses

This Agreement commences on the Effective Date of your use of the Service. The Initial Term will be as you elect during the online subscription process or as otherwise mutually agreed upon in an Order Form. Upon the expiration of the Initial Term,

this Agreement will automatically renew for successive renewal terms equal in duration to the Initial Term (or one year, if the Initial Term is greater than one year) at eMaint's then current fees in the scope as agreed in the applicable Order Form. Either party may terminate this Agreement, downgrade, upgrade, increase or reduce the number of licenses, effective only upon the expiration of the then current License Term, by notifying the other party in writing at least thirty (30) days prior to the date of the invoice for the following term, and where applicable, Parties will sign a new Order Form. In the case of free trials, notifications provided through the Service indicating the remaining number of days in the free trial shall constitute notice of termination. In the event this Agreement is terminated (other than by reason of your breach), eMaint will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. You agree and acknowledge that eMaint has no obligation to retain the Customer Data, and may delete such Customer Data, more than 30 days after termination.

13. Termination for Cause

Any breach of your payment obligations or unauthorized use of the eMaint Technology or Service will be deemed a material breach of this Agreement. eMaint, in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement. In addition, eMaint may terminate a free account at any time in its sole discretion. You agree and acknowledge that eMaint has no obligation to retain the Customer Data, and may delete such Customer Data, if you have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

14. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. eMaint represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online eMaint help documentation under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.

15. Mutual Indemnification

You shall indemnify and hold eMaint, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all third party claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; or (iii) a claim arising from the breach by you or your Users of this Agreement, provided in any such case that eMaint (a) gives written notice of the claim promptly to you; (b) gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release eMaint of all liability and such settlement does not affect eMaint's business or Service); (c) provides to you all available information and assistance; and (d) has not compromised or settled such claim.

eMaint shall indemnify and hold you and your parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all third party: claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by eMaint of its representations or warranties; or (iii) a claim arising from breach of this Agreement by eMaint; provided that you (a) promptly give written notice of the claim to eMaint; (b) give eMaint sole control of the defense and settlement of the claim (provided that eMaint may not settle or defend any claim unless it unconditionally releases you of all liability); (c) provide to eMaint all available information and assistance; and (d) have not compromised or settled such claim. eMaint shall have no indemnification obligation, and you shall indemnify eMaint pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of your products, service, hardware or business process(s).

16. Disclaimer of Warranties

EMAINT AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. EMAINT AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR

DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY EMAINT AND ITS LICENSORS.

17. Internet Delays

EMAINT'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. EMAINT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

18. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19. Additional Rights

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

20. Local Laws and Export Control

This site provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies. The user of this site ("User") acknowledges and agrees that the site shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all U.S. export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. This site may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Regulation (EU) 2021/821.

eMaint and its licensors make no representation that the Service is appropriate or available for use in other locations. If you use the Service from outside the United States of America, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States law is prohibited. None of the Content, nor any information acquired through the use of the Service, is or will be used for nuclear activities, chemical or biological weapons, or missile projects, unless specifically authorized by the United States government for such purposes.

21. Notice

eMaint may give notice by means of a general notice on the Service, electronic mail to your e-mail address on record in eMaint

's account information, or by written communication sent by first class mail or pre-paid post or by transportation company with tracking to your address on record in eMaint 's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email) or on the date of its delivery (if delivered by transportation company). You may give notice to eMaint (such notice shall be deemed given when received by eMaint) at any time by any of the following: letter sent to eMaint at the following email address: fds-accounts-receivable@fluke.com with copy to fds-services@fluke.com; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to eMaint at the mailing address indicated in the Order Form, addressed to the attention of: Financial Department.

22. Modification to Terms

eMaint reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

23. Assignment; Change in Control

This Agreement may not be assigned by you without the prior written approval of eMaint but may be assigned without your consent by eMaint to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of you that results or would result in a direct competitor of eMaint directly or indirectly owning or controlling 50% or more of you shall entitle eMaint to terminate this Agreement for cause immediately upon written notice.

24. General

This Agreement shall be governed by New Jersey law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in New Jersey. No text or information set forth on any other purchase order, preprinted form or document (other than an Order Form, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and eMaint as a result of this agreement or use of the Service. The failure of eMaint to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by eMaint in writing. This Agreement, together with any applicable Order Form, comprises the entire agreement between you and eMaint and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

25. Confidentiality

Each party receiving, possessing, accessing or otherwise acquiring Confidential Information of the other party acknowledges that the disclosing party's Confidential Information is the property of and confidential to, or a trade secret of, the disclosing party. The receiving party: (a) must keep the disclosing party's Confidential Information confidential and may not directly or indirectly disclose, divulge or communicate that Confidential Information to, or otherwise place that Confidential Information at the disposal of, any other person without the disclosing party's prior written approval; (b) must take all reasonable steps to secure and keep secure all disclosing party's Confidential Information coming into its possession or control in a manner not less secure than the receiving party uses to maintain its own confidential information of a similar nature; (c) may not disclose any Confidential Information to anyone other than the receiving party's employees, agents, contractors or subcontractors and professional advisors, or those of its Affiliates, who have a need to know such Confidential Information; (d) must use the Confidential Information solely for purposes related to the subject matter of this Agreement or for potential future commercial transactions between the parties not otherwise covered by a separate agreement; and (e) must ensure that any person to whom it discloses Confidential Information in accordance with this provision is subject to binding confidentiality obligations that are at least as restrictive as those set forth in this Agreement.

26. Definitions

As used in this Agreement and in any Order Forms now or hereafter associated herewith: “Affiliate” means any legal entity that directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement, where "control" means ownership of at least fifty (50) percent of the equity having the power to vote on or direct the affairs of the entity; "Agreement" means this master subscription agreement, any written Order Forms, and any Appendices included with or referenced in this Agreement; “Confidential Information” means any confidential, trade secret or other proprietary information disclosed by a party or a party's Affiliate related to its business that is designated as “confidential” or which a reasonable person knows or should understand to be confidential, regardless of the form of disclosure and whether of a technical, business or financial nature, including but not limited to processes and methods, product design and details of operation, product plans, prototypes, schedules, results, reports, computer programs, databases, compilations of data, engineering activity, manufacturing activity, analytical methods, strategies, and the like, but excluding information that: (i) is now or becomes generally available to the public through no fault or breach of the receiving party; (ii) is rightfully in the receiving party's possession, or known by it, prior to its receipt from the disclosing party; (iii) is rightfully disclosed to the receiving party by a third-party, free of any obligation of confidentiality; (iv) is developed by the receiving party independently and without reference to the disclosing party's Confidential Information, or (v) is rightfully disclosed pursuant to the applicable laws or regulations, or rules of any stock exchange, or orders of the court or other government authorities with notice to the disclosing party. Confidential Information of eMaint includes all eMaint Technology (as defined below), any API documentation, security policy documentation, and other documentation stored, accessed, and/or disclosed through eMaint’s/Fluke Reliability Solutions’ Security Portal, and the terms and conditions of this Agreement; “Content” means the audio and visual information, documents, software, products and services contained or made available to you in the course of using the Service; "Customer Data" means any data, information or material provided or submitted by you to the Service; in the course of using the Service; "Effective Date" means the earlier of either the date this Agreement is accepted by selecting the "I Accept" option presented on the screen after this Agreement is displayed or the date the first Order Form has been signed; "Initial Term" means the contract term, beginning on the contract start date and ending on the contract end date, specified on the applicable Order Form; “Intellectual Property Rights” means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world; “License Administrator(s)” means those Users designated by you who are authorized to purchase licenses by executing written Order Forms and to create User accounts and otherwise administer your use of the Service; “License Term(s)” means the period(s) during which a specified number of Users are licensed to use the Service pursuant to the Order Form(s); “Order Form(s)” means the form evidencing the initial subscription for the Service and any subsequent order forms submitted online or in written form, specifying, among other things, the number of licenses and other services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail); “eMaint” means eMaint Enterprises LLC, a New Jersey limited liability corporation, having its principal place of business at 3181 North Bay Village Court, Bonita Springs, FL 34135, or eMaint EMEA Ltd, an Irish limited liability company, having its principal place of business at The Old Distillery Building, Beresford Street, Smithfield, Dublin 7, Ireland, as identified in an agreed Order Form; “eMaint Technology” means all of eMaint’s proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by eMaint and, where applicable, its licensors in providing the Service; “Service(s)” means the specific edition of eMaint’s online computerized maintenance management system, or other services identified during the ordering process, developed, operated, and maintained by eMaint, accessible via http://www.emaint.com or another designated web site or IP address, or ancillary online or offline products and services provided to you by eMaint, to which you are being granted access under this Agreement as agreed in an Order Form, including the eMaint Technology and the Content; “User(s)” means your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by you (or by eMaint at your request); “You” or “Your(‘s)” may also include your Affiliates or contractors if this is agreed in the Agreement or in the applicable Order Form.

Questions or Additional Information:

If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to info@emaint.com.

[Signature Page Follows]

_____	_____
Signature	**Signature**
_____	_____
Name	**Name**
_____	_____
Title	**Title**
_____	_____
Company Name	**Company Name**
_____	_____
Date	**Date**