(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**

Master Subscription Agreement

Data Protection Appendix

(Updated Nov. 14, 2025)

THIS DATA PROTECTION APPENDIX FORMS PART OF THE MASTER SUBSCRIPTION AGREEMENT THAT GOVERNS THE SUPPLY OF THE EMAINT ONLINE SERVICE INCLUDING OFFLINE COMPONENTS

1. DEFINITIONS AND INTERPRETATION

1.1 Additional Definitions

In this Appendix, the following defined terms are in addition to those defined in the Master Subscription Agreement:

"**Appropriate Safeguards**" means such legally enforceable mechanism(s) for transfers of Protected Data as may be permitted under Data Protection Laws from time to time;

"**Customer**" means you or, if you are entering into this Agreement on behalf of a company or other legal entity, such entity;

"**Complaint**" means a complaint or request relating to either party's obligations under Data Protection Laws relevant to this Agreement, including any compensation claim from a Data Subject or any notice, investigation or other action from a Supervisory Authority;

"**Data Processing Losses**" means all liabilities, including all:

(a) costs (including legal costs), claims, demands, actions, settlements, charges, procedures, expenses, losses and damages (including relating to material or non-material damage); and

(b) to the extent permitted by applicable law:

  (i) administrative fines, penalties, sanctions, liabilities or other remedies imposed by a Supervisory Authority;

  (ii) compensation to a Data Subject ordered by a Supervisory Authority; and

  (iii) the reasonable costs of compliance with investigations by a Supervisory Authority;

"**Data Protection Laws**" means the following laws:

(a) in the UK: the Data Protection Act 2018 and the "**UK GDPR**" (as defined by section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018);

(b) in European Economic Area (EEA) countries: the General Data Protection Regulation ((EU) 2016/679) ("**GDPR**");

(c) in Switzerland: the Federal Act on Data Protection ("**FADP**"); and

(d) The California Consumer Privacy Act of 2018 , as amended by the California Privacy Rights Act of 2021 ("**CCPA**"),

and all applicable relevant laws and regulations giving effect or corresponding to such laws, and any subsequent supplements, amendments, or replacements thereof;

"**Data Subject Request**" means a request made by a Data Subject to exercise any rights of Data Subjects under Data Protection Laws;

"**DPIA**" means a data protection impact assessment, in accordance with Data Protection Laws;

"**eMaint**" means the eMaint entity that has been identified on the Order Form as provider of the Services;

"**Price List**" means eMaint's standard fees and charges for the Services and related activities in force from time to time;

"**Protected Data**" means Personal Data received from or on behalf of the Customer in connection with the performance of eMaint's obligations under this Agreement;

"**Protected Data Breach**" means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Protected Data;

"**Services**" means the eMaint online services including offline components;

"**Standard Contractual Clauses**" means the following:

(a) if Customer is registered in the EEA or UK: the standard contractual clauses pursuant to Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("**EU SCCs**"); and

(b) the international data transfer agreement or the international data transfer addendum to the EU SCCs adopted by the UK Information Commissioner's Office; and

(c) if Customer is registered in Switzerland: the EU SCCs, as adjusted according to the statement of 27 August 2021 the Federal Data Protection and Information Commissioner of Switzerland

and any similar such clauses adopted by a Supervisory Authority, including without limitation any successor clauses thereto.

"**Sub-Processor**" means another Data Processor engaged by eMaint for carrying out processing activities in respect of the Protected Data on behalf of the Customer;

"**Supervisory Authority**" means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Laws.

1.2 Interpretation

In this Appendix:

1.2.1 "**Data Controller**" (or "controller"), "**Data Processor**" (or "processor"), "**Data Subject**", "**international organisation**", "**Personal Data**", "**processing**", "Business", "Contractor", "Sell", "Service Provider", "Share", and "Third Party" all have the meanings given to those terms in Data Protection Laws (and related terms such as "**process**" have corresponding meanings);

1.2.2 references to any Data Protection Laws and to terms defined in such Data Protection Laws shall be replaced with or incorporate (as the case may be) references to any laws and regulations replacing, amending, extending, re-enacting or consolidating such Data Protection Laws and the equivalent terms defined in such laws and regulations, once in force and applicable; and

1.2.3 to the extent that a term of this Appendix requires the performance by a party of an obligation "in accordance with Data Protection Laws" (or similar), unless otherwise expressly agreed in this Appendix, this requires performance in accordance with the relevant requirements of such Data Protection Laws as are in force and applicable at the time of performance (if any).

2. DATA PROTECTION

2.1 Processor/Controller

2.1.1 The parties agree that, for the Protected Data, the Customer shall be the Data Controller and Business (collectively "Controller") and eMaint shall be the Data Processor and Service Provider (collectively, "Processor"), except if Customer is a Processor in which case eMaint is a Sub-Processor. If Customer is a Processor of Personal Data, Customer represents and warrants that Customer's instructions and processing of Personal Data, including its appointment of eMaint as a Sub-Processor, have been authorized by the respective Controller.

2.1.2 This DPA shall apply solely to the processing of Personal Data by eMaint acting as a Processor to provide the Services.

2.1.3 Notwithstanding the foregoing, eMaint is an independent Controller with respect to any: (a) Protected Data of Customer employees and other personnel accessing or using the Services via an eMaint supplied log-in (but not with respect to Customer's data Processed in connection with the Services) or acting as administrative or business representatives with respect to the Services and (b) Protected Data being Services usage data collected and processed by eMaint in connection with the provision of the Services including, without limitation, data used to investigate and prevent system abuse, to identify the source and destination of a communication, activity logs, and data used to maintain and improve the Services. eMaint's Privacy Policy governs such Processing of Protected Data by eMaint.

2.2 Compliance with Data Protection Laws and obligations

2.2.1 eMaint shall process Protected Data in compliance with:

(a) the obligations of Data Processors under Data Protection Laws, in respect of the performance of its obligations under this Agreement; and

(b) this Agreement.

2.2.2 The Customer shall comply with:

(a) all Data Protection Laws in connection with the processing of Protected Data, the Services and the exercise and performance of its respective rights and obligations under this Agreement, including maintaining all relevant regulatory registrations and notifications as required under Data Protection Laws; and

(b) this Agreement.

2.2.3 The Customer warrants, represents and undertakes, that:

(a) with respect to data being provided to or accessed by eMaint for the performance of the Services under this Agreement, such data shall have been sourced by the Customer in all respects in compliance with Data Protection Laws, including in terms of its collection, storage and processing, which for the avoidance of doubt includes the Customer providing all required fair processing information to, and obtaining all necessary consents from, Data Subjects in order that eMaint can lawfully process and transfer such data in accordance with this Agreement;

(b) all instructions given by it to eMaint in respect of Protected Data shall at all times be in accordance with Data Protection Laws;

(c) it has undertaken due diligence in relation to eMaint's processing operations, and it is satisfied that:

(i) eMaint's processing operations are suitable for the purposes for which the Customer proposes to use the Services and engage eMaint to process the Protected Data; and

(ii) eMaint has sufficient expertise, reliability and resources to implement technical and organisational measures that meet the requirements of Data Protection Laws.

(d) it will not, and shall cause its users to not, upload, store or process any sensitive or special category personal data in the Service, or any other personal data that is not necessary for the purpose or intended use of the Services

2.2.4 The Customer shall not unreasonably withhold, delay or condition its agreement to any Change requested by eMaint in order to ensure the Services and eMaint (or any Sub-Processor) can comply with Data Protection Laws, and no longer than 1 month.

2.3 **Details of processing and instructions**

2.3.1 Insofar as eMaint processes Protected Data on behalf of the Customer, eMaint:

(a) unless required to do otherwise by applicable law, shall, and shall take steps to ensure each person acting under its authority shall, process the Protected Data only on and in accordance with (a) the Customer's documented instructions as set out in Schedule 2 to this Appendix (*Data Processing Details*), as updated from time to time, and (b) the Customer's instructions via its configuration of the Services ("**Processing Instructions**");

(b) if applicable law requires it to process Protected Data other than in accordance with the Processing Instructions, shall notify the Customer of any such requirement before processing the Protected Data unless applicable law prohibits such information on important grounds of public interest;

(c) shall use, retain, disclose, or otherwise process Protected Data only on behalf of Customer and for the specific business purpose of providing the Services and in accordance with Processing instructions, including as described in this Agreement. eMaint shall not Sell or Share Protected Data, nor use, retain, disclose, or otherwise process Protected Data outside of its business relationship with Customer or for any other purpose except as required by law;

(d) shall inform the Customer if eMaint determines that it is no longer able to meet its obligations under Data Protection Laws or becomes aware of a Processing Instruction that, in eMaint's opinion, infringes Data Protection Laws:

(i) provided that doing so shall be without prejudice to clauses 2.2.2 and 2.2.3; and

(ii) it being agreed that to the maximum extent permitted by mandatory law, eMaint shall have no liability howsoever arising (whether in contract, tort (including negligence) or otherwise) for any losses, costs, expenses or liabilities (including any Data Processing Losses) arising from or in connection with any processing in accordance with the Customer's Processing Instructions following eMaint informing the Customer of an infringing Processing Instruction.

(e) shall have rights to use Protected Data solely (i) to the extent necessary to (a) perform its obligations under this Agreement; (b) operate, manage, test, maintain and enhance the Services, including as part of its business operations; (c) to disclose aggregate statistics about the Services in a manner that prevents individual identification or re-identification of Customer or Protected Data, including without limitation any individual device or individual person; and/or (d) protect the Services from a threat to the Services or Protected Data; or (ii) if required by order of a court or authorized governmental agency, provided that prior notice first be given to Customer; (iii) as otherwise expressly authorized by Customer;

(f) shall not combine Protected Data which eMaint processes on Customer's behalf, with Personal Data which it receives from or on behalf of another person or persons, or collects from its own interaction with individuals, provided that eMaint may combine Personal Data to perform any business purpose permitted or required under the Agreement to perform the Services; and

(g) to the extent permitted by applicable Data Protection Law or this DPA to use Protected Data for its internal business purposes in an aggregated and de-identified manner, eMaint shall take reasonable measures designed to ensure that the Protected Data cannot be associated with an individual (or, household, where applicable), shall maintain and use the information in de-identified form only and shall make no attempt to re-identify the information except where necessary to test its de-identification processes, and contractually obligates any authorized recipient to comply with these obligations.

2.4 **Technical and organisational measures**

2.4.1 eMaint shall implement and maintain, at its cost and expense, the technical and organisational measures:

(a) in relation to the processing of Protected Data by eMaint, as set out in and substantially in compliance with schedule 2 (*Data Processing Details*) and the Security Measures per schedule 1; and

(b) taking into account the nature of the processing, to assist the Customer insofar as is possible in the fulfilment of the Customer's obligations to respond to Data Subject Requests relating to Protected Data.

2.4.2 Any additional technical and organisational measures requested by the Customer shall be at the Customer's cost and expense and only to the extent reasonably possible to be implemented.

2.5 **Security of processing**

2.5.1 eMaint shall, in respect of the Protected Data processed by it under this Agreement comply with the requirements regarding security of processing set out in Data Protection Laws as applicable to Data Processors and in this Appendix including clause 2.4.

2.6 **Using staff and other processors**

2.6.1 Customer agrees that eMaint may engage Sub-Processors to perform processing activities in respect of Protected Data on behalf of Customer, as is necessary for the provision of the Services. The Sub-Processors currently appointed by eMaint are listed in schedule 2. eMaint will inform the Customer of any addition to or change of the appointed Sub-Processors by giving no less than thirty (30) days' advance notice, and the Customer will have fourteen (14) days after such notice to object to such addition or change. In the

case of an objection from the Customer, eMaint may choose from the following options to cure the objection:

(a) eMaint will cancel its plans to use the objectionable Sub-Processor(s) with regard to Protected Data or will offer an alternative to provide the Services without such Sub-Processor(s); or

(b) eMaint will take the corrective steps requested by the Customer in its objection (which remove the Customer's objection) and proceed to use the objectionable Sub-Processor(s) with regard to Protected Data; or

(c) eMaint may cease to provide or the Customer may agree not to use (temporarily or permanently) the particular aspect of the Services that would involve the use of the objectionable Sub-Processor(s) with regard to Protected Data, subject to an agreement of eMaint and the Customer to adjust the Fees, considering the reduced scope of the Services.

If none of the above options are reasonably available and the objection has not been resolved to the mutual satisfaction of the Customer and eMaint within 30 days after eMaint's receipt of the Customer's objection, either party may terminate this Agreement and the Customer will be entitled to a pro-rata refund of pre-paid fees for the Services not performed as of the date of termination.

2.6.2 eMaint shall engage Sub-Processors under a written contract containing materially the same obligations as this clause **Error! Reference source not found.**, including without limitation clause 2.8 below.

2.6.3 eMaint shall take reasonable steps to ensure that all of eMaint's personnel who have access to personal data are reliable and that all of eMaint's personnel authorised to process Protected Data are subject to a binding written contractual obligation with eMaint to keep the Protected Data confidential except where disclosure is required in accordance with applicable law, in which case eMaint shall, where practicable and not prohibited by applicable law, notify the Customer of any such requirement before such disclosure.

2.7 **Assistance with the Customer's compliance and Data Subject rights**

2.7.1 eMaint shall refer all Data Subject Requests it receives to the Customer within three Business Days of actual receipt of the request.

2.7.2 Where required by applicable Data Protection Laws, Customer agrees to notify eMaint of any Data Subject Requests where eMaint is processing Protected Data related to such request along with any material information that will assist eMaint to comply with the request.

2.7.3 eMaint shall provide such reasonable assistance as the Customer reasonably requires, taking into account the nature of processing performed by and the information available to eMaint, to comply with the Customer's obligations under Data Protection Laws with respect to the Services as they relate to:

(a) security of processing;

(b) DPIAs;

(c) prior consultation with a Supervisory Authority regarding high risk processing; and

(d) notifications to the Supervisory Authority and/or communications to Data Subjects by the Customer in response to any Protected Data Breach,

provided the Customer shall pay eMaint's fees for consultancy services (per eMaint's Price List) and reimburse eMaint's reasonable expenses for providing assistance under this clause 2.7.3.

2.8 **International data transfers**

2.8.1 The Customer agrees that eMaint may transfer Protected Data outside the UK, EEA or Switzerland, or to any international organisation(s) (individually or collectively, an "International Recipient"), provided all transfers by eMaint of Protected Data to an International Recipient and any onward transfer shall to the extent required under Data Protection Laws be effected by way of Appropriate Safeguards and in accordance with Data Protection Laws. The foregoing sentence shall constitute Customer instructions with respect to international data transfers for the purposes of clause 2.3.1.

2.8.2 eMaint may engage Sub-Processors who are International Recipients using the Standard Contractual Clauses to ensure compliance with clause 2.8.1. At Customer's request, eMaint shall provide a copy of such Standard Contractual Clauses redacted to the extent necessary to protect business secrets or other confidential information, including personal data.

2.9 **Records, information and audit**

2.9.1 eMaint shall maintain, in accordance with Data Protection Laws binding on eMaint, written records of all categories of processing activities carried out on behalf of the Customer.

2.9.2 eMaint shall, in accordance with Data Protection Laws, make available to the Customer such information as is reasonably necessary to demonstrate eMaint's compliance with the obligations of Data Processors under Data Protection Laws, and allow for and contribute to audits, including inspections, by the Customer or another auditor mandated by the Customer for this purpose, subject to the Customer:

(a) giving eMaint reasonable prior notice of such information request, audit or inspection being required by the Customer;

(b) ensuring that all information obtained or generated by the Customer or its auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential, save for disclosure to the Supervisory Authority or as otherwise required by applicable law;

(c) ensuring that such audit or inspection is undertaken during normal business hours, with minimal disruption to eMaint's business, a Sub-Processor's business, or the business of other Customers of eMaint; and

(d) paying eMaint's fees for consultancy services (per eMaint's Price List) and reimburse eMaint's reasonable expenses for assisting with the provision of information and allowing for and contributing to inspections and audits.

2.10 **Notification of Protected Data Breaches and Complaints**

2.10.1 In respect of any Protected Data Breach involving Protected Data, eMaint shall, without undue delay:

(a) notify the Customer of the Protected Data Breach; and

(b) provide the Customer with details of the Protected Data Breach.

2.10.2 Each party shall promptly, and in any event within three Business Days, inform the other if it receives a Complaint and provide the other party with full details of such Complaint.

2.11 **Deletion or return of Protected Data and copies**

eMaint shall, at the Customer's written request, either delete or return all the Protected Data to the Customer within a reasonable time after the end of the provision of the relevant Services related to processing, and delete any other

existing copies thereof unless storage of any data is required by applicable law and, where this is the case, eMaint shall inform the Customer of any such requirement.

2.12 **Liability, indemnities and compensation claims**

2.12.1 The Customer shall indemnify and keep indemnified eMaint in respect of all Data Processing Losses suffered or incurred by, awarded against or agreed to be paid by, eMaint and any Sub-Processor arising from or in connection with any:

(a) non-compliance by the Customer with the Data Protection Laws;

(b) processing carried out by eMaint or any Sub-Processor pursuant to any Processing Instruction that infringes any Data Protection Law; or

(c) breach by the Customer of any of its obligations under this clause **Error! Reference source not found.**,

except to the extent eMaint is liable under clause 2.12.2.

2.12.2 eMaint shall be liable for Data Processing Losses howsoever arising, whether in contract, tort (including negligence) or otherwise under or in connection with this Agreement:

(a) only to the extent caused by the processing of Protected Data under this Agreement and directly resulting from eMaint's breach of this clause **Error! Reference source not found.**; and

(b) in no circumstances for any portion of the Data Processing Losses (or the circumstances giving rise to them) contributed to or caused by any breach of this Agreement by the Customer (including a breach of clause 2.3.1(d)(ii)).

2.12.3 If a party receives a compensation claim from a person relating to processing of Protected Data, it shall promptly provide the other party with notice and full details of such claim, and each party shall:

(a) make no admission of liability nor agree to any settlement or compromise of the relevant claim without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed; and

(b) consult fully with the other party in relation to any such action, but the terms of any settlement or compromise of the claim will be exclusively the decision of the party that is responsible under this Agreement for paying the compensation.

2.12.4 The parties agree that the Customer shall not be entitled to claim back from eMaint any part of any compensation paid by the Customer in respect of such damage to the extent that the Customer is liable to indemnify eMaint in accordance with clause 2.12.1.

2.12.5 This clause 2.12 is intended to apply to the allocation of liability for Data Processing Losses as between the parties, including with respect to compensation to Data Subjects, notwithstanding any provisions under Data Protection Laws to the contrary, except:

(a) to the extent not permitted by applicable law (including Data Protection Laws); and

(b) that it does not affect the liability of either party to any Data Subject.

SCHEDULE 1

SECURITY MEASURES

DESCRIPTION OF TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES IMPLEMENTED BY EMAINT

Technical Measures to Ensure Security of Processing	
1. Inventory and Control of Hardware Assets	Actively manage all network devices so that only authorised devices are given access, and unauthorised and unmanaged devices are found and prevented from gaining access.
2. Inventory and Control of Software Assets	Actively manage all software on the network so that only authorised software is installed and can execute, and that unauthorised and unmanaged software is found and prevented from installation or execution.
3. Continuous Vulnerability Management	Continuously acquire, assess, and take action on new information in order to identify vulnerabilities, remediate, and minimize the window of opportunity for attackers.
4. Controlled Use of Administrative Privileges	Maintain processes and tools to track, control, prevent, and correct the use, assignment, and configuration of administrative privileges on computers, networks, applications, and data.
5. Secure Configuration for Hardware and Software on Laptops, Workstations, and Servers	Implement and actively manage (track, report on, correct) the security configuration of laptops, servers, and workstations using a configuration management and change control process in order to prevent attackers from exploiting vulnerable services and settings.
6. Maintenance, Monitoring, and Analysis of Audit Logs	Collect, manage, and analyse audit and security logs of events that could help detect, understand, or recover from a possible attack.
7. Email and Web Browser Protections	Deploy automated controls to minimise the attack surface and the opportunities for attackers to manipulate human behaviour through their interaction with web browsers and email systems or content.
8. Malware Defenses	Control the installation, spread, and execution of malicious code at multiple points in the enterprise, while optimising the use of automation to enable rapid updating of defense, data gathering, and corrective action.
9. Limitation and Control of Network Ports, Protocols, and Services	Manage (track, control, correct) the ongoing operational use of ports, protocols, services, and applications on networked devices in order to minimise windows of vulnerability and exposure available to attackers.
10. Data Recovery Capabilities	Maintain processes and tools to properly back up personal data with a proven methodology to ensure the confidentiality, integrity, availability, and recoverability of that data.
11. Secure Configuration for Network Devices, such as Firewalls, Routers, and Switches	Implement, and actively manage (track, report on, correct) the security configuration of network infrastructure devices using a configuration management and change control process in order to prevent attackers from exploiting vulnerable services and settings.
12. Boundary Defenses	Detect, prevent, and correct the flow of information transferring networks of different trust levels with a focus on personal data.

Technical Measures to Ensure Security of Processing	
13. Data Protection	Maintain processes and tools used to prevent data exfiltration, mitigate the effects of exfiltrated data, and ensure the confidentiality and integrity of personal data.
14. Controlled Access Based on the Need to Know	Maintain processes and tools to track, control, prevent, and correct secure access to critical or controlled assets (e.g. information, resources, systems) according to the formal determination of which persons, computers, and applications have a need and right to access these critical or controlled assets based on an approved classification.
15. Wireless Access Control	Maintain processes and tools to track, control, prevent, and correct the secure use of wireless local area networks (WLANs), and access points.
16. Account Monitoring and Control	Actively manage the life cycle of system and application accounts, their creation, use, dormancy, and deletion in order to minimise opportunities for unauthorised, inappropriate, or nefarious use.
17. Use of Encryption	Utilize the latest encryption technologies to provide a critical level of protection for the storage, transmittal, retrieval, and access of data.

Organisational Measures to Ensure Security of Processing	
1. Implement a Comprehensive Information Security Programme	Through the implementation of a Comprehensive Information Security Programme (CISP), maintain various administrative safeguards to protect personal data. These measures are designed to ensure: • security, confidentiality and integrity of personal data • protection against unauthorized access to or use of (stored) personal data in a manner that creates a substantial risk of identity theft or fraud • that employees, contractors, consultants, temporaries, and other workers who have access to personal data only process such data on instructions from the data controller.
2. Implement a Security Awareness and Training Programme	For all functional roles (prioritizing those mission critical to the business, its security, and the protection of personal data), identify the specific knowledge, skills and abilities needed to support the protection and defense of personal data; develop and execute an integrated plan to assess, identify gaps, and remediate through policy, organisational planning, training, and awareness programmes.
3. Application Software Security	Manage the security life cycle of all in-house developed and acquired software in order to prevent, detect, and correct security weaknesses.
4. Incident Response and Management	Protect the organisation's information, including personal data, as well as its reputation, by developing and implementing an incident response infrastructure (*e.g.*, plans, defined roles, training, communications, management oversight, retainers, and insurance) for quickly discovering an attack and then effectively containing the damage, eradicating the attacker's presence, and restoring the integrity of the organisation's network and systems.
5. Security and Privacy Assessments, Penetration Tests, and Red Team Exercises	Test the overall strength of the organisation's defense (the technology, processes, and people) by simulating the objectives and actions of an attacker; as well as, assess and validate the controls, policies, and procedures of the organisation's privacy and personal data protections.
6. Physical Security and Entry Control	Require that all facilities meet the highest level of data protection standards possible, and reasonable, under the circumstances relevant to the facility and the data it contains, process, or transmits.
7. Risk Management	Establish and maintain a comprehensive Information Risk Management Program, grounded in ISO/IEC 27005, to systematically identify, assess, treat, and monitor information security risks across the organization. This program also incorporates third-party risk assessments to evaluate the security posture of vendors, partners, and service providers, ensuring that external entities handling organizational data meet defined security and compliance standards.

SCHEDULE 2

DATA PROCESSING DETAILS

1. SUBJECT-MATTER OF PROCESSING

eMaint processes Personal Data to provide the Services to the Customer in accordance with this Agreement.

2. DURATION OF THE PROCESSING

Duration of the provision of the Services or as per Customer's instructions.

3. NATURE AND PURPOSE OF THE PROCESSING

eMaint processes data in order to provide the Services to the Customer and its users in accordance with this Agreement, including:

1. To provide the Services, including to provide the Customer's users with access to the Services;
2. To provide the Customer's users with the option to use the email features and QR codes that form part of the Services;
3. To provide remote implementation and setup services to the Customer's admin and power users;
4. To provide technical support to the Customer's users who access the Services;
5. To investigating issues, maintain and upgrade the Services; and
6. To provide the Customer's users with invitations to educational webinars and training sessions.

4. TYPE OF PERSONAL DATA

1. User ID, password, workstation or device name (or another identifier), type and, in some cases, model, operating system, browser, IP address, geolocation information, cookie identifiers, Service usage (logs);
2. First and last name, contact details (email, telephone, address) and/or professional, business title or trade;
3. Employer (Customer: name, company number, address); and
4. Any other Personal Data that is collected by the Customer or its users or is inputted into the Services based on the Customer's own configuration of the Services and marked by Customer as Personal Data.

5. CATEGORIES OF DATA SUBJECTS

The Personal Data processed by eMaint concern the following categories of Data Subjects:

(i) prospective, current and former employees and contractors of the Customer, its affiliates and end customers;

(ii) prospective, current and former employees and contractors of the Customer's service providers and contractors; and

(iii) any categories of data subject in relation to which the Customer or its users configure the Services to collect.

6. TECHNICAL AND ORGANIZATIONAL MEASURES

See schedule 1, which shall form a part of this schedule 2.

7. APPROVED SUB-PROCESSORS

The following Sub-Processors are affiliated companies of eMaint and may process personal data as set out in this Schedule for the purposes described in Points 3. to 6. (inclusive) of Section 3 "NATURE AND PURPOSE OF PROCESSING":

1. **eMaint Enterprises LLC**, 3181 N Bay Village Ct, Bonita Springs, FL 34135, United States
2. **eMaint EMEA Limited**, The Old Distillery Building, Beresford Street, Smithfield, Dublin 7, Ireland
3. **Fluke Deutschland GmbH**, In den Engematten 14, 79286 Glottertal, Germany
4. **Fluke Europe B.V.**, BIC 1, 5657 BX Eindhoven, Netherlands
5. **Fluke Nederland B.V.**, BIC 1, 5657 BX Eindhoven, Netherlands
6. **Fluke do Brasil Ltda.**, Av. Maria Coelho Aguiar, 215, Bloco F, Piso Panamby – loja 84c, Jardim São Luis, São Paulo 05805-000, Brazil
7. **Prüftechnik-Wibrem sp.z.o.o**, UL. Tyniecka 17, Wroclaw 52407, Poland
8. **Prüftechnik Technology sp.zo.o**, UL. Tyniecka 17, Wroclaw 52407, Poland

eMaint has additionally appointed the following Sub-Processors:

9. **Fluke Corporation**, 6920 Seaway Blvd, Everett WA 98204, U.S.A
    a. An affiliated company of eMaint
    b. Activities: Point 6. of Section 3 "NATURE AND PURPOSE OF PROCESSING".
10. **Amazon Web Services, Inc.**, 410 Terry Avenue North, Seattle, WA 98109-5210, U.S.A and Amazon Web Services EMEA SARL, 5 rue Plaetis, L-2338 Luxembourg and their sub-processors listed at https://aws.amazon.com/compliance/sub-processors/, as updated from time to time by them.
    a. A service provider of eMaint
    b. Processing occurs in Germany, or, where agreed with the customer, in the United States or UK, depending on the Customer's site location.
    c. Activities: Cloud-based services, providing hosting for personal and other data and infrastructure services that is used to provide the Services.
11. **Datadog**, Inc. 620 8th Avenue, 45th Floor, New York, NY 10018 – 1741 USA
    a. A service provider of eMaint
    b. Activities: application and infrastructure monitoring service, used by eMaint for pro-actively and reactively investigating technical issues and providing technical support for the Service (Points 4 and 5 of Section 3 "NATURE AND PURPOSE OF PROCESSING")