EAM Expert

MASTER SERVICES AGREEMENT
(Updated February 26, 2026)

This Master Services Agreement ("**Agreement**") is entered into effect on the day of last signature of Parties ("**Effective Date**") by and between WYZ Solutions Group dba EAM Expert, a California corporation, having an address at 6222 Emerald Lake Ave, San Diego, CA 92119 ("**Company**"), and the party listed as the purchaser on the applicable Order Form ("**you**" or "**Customer**"). Each individually may be referred to as a "**Party**" and together as the "**Parties**."

Company is a reseller of products and services of the Fluke Electronics Corporation an entity organized under the laws of the state of Delaware having an address at 6920 Seaway Blvd, Everett, WA 98203 ("**Fluke US**"); Fluke Electronics Limited Partnership an entity organized under the laws of British Columbia, Canada having an address at 400 Britannia Road East, Unit # 1 Mississauga, Ontario L4Z 1X9 Canada ("**Fluke Canada**"); and eMaint Enterprises, LLC an entity organized under the laws of the state of New Jersey ("**eMaint**") (Fluke US, Fluke Canada, and eMaint, individually or collectively, may be referred to as "**FLUKE RELIABILITY**").

This Agreement defines how you, as a purchaser of a subscription from Company, may access and use the Software Services provided by FLUKE RELIABILITY. By accessing or using the Software Services you acknowledge that you your Users will adhere to this Agreement and any additional Company or FLUKE RELIABILITY agreements as may be required throughout your use of the Software Services.

1. **DEFINITIONS**.

1.1. "**Confidential Information**" means any confidential, trade secret or other proprietary information disclosed by a Party 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.

1.2. **"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;

1.3. "**Customer Data**" means any data, information or material provided or submitted by you to the Service; in the course of using the Service;

1.4. "**Intellectual Property Rights**" means any intellectual property or proprietary rights, including but not limited to copyright rights (including rights in software and audio-visual works), moral rights, patent rights (including patents, patent applications and invention disclosures), marks, trademarks, mask work rights, trade secret rights and other proprietary rights relating to intangible property recognized and enforceable in any country or jurisdiction in the world.

1.5. "**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 Software Services.

1.6. "**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).

1.7. "**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).

1.8. "**Software**" means the object code versions of FLUKE RELIABILITY's proprietary software provided "as-a-service" from a hosted environment accessible through a web browser or a mobile application.

1.9. "**Software Services**" means the Software, the mobile application of the Software if applicable, and related services provided by Company or FLUKE RELIABILITY in accordance with this Agreement. The terms Software Services also include the specific edition of eMaint's online computerized maintenance management system ("eMaint Online"), 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, the mobile application to eMaint Online, 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 (defined below) and the Content.

1.10. "**Subscription**" means the subscription to the Software Services during which you may access and use the Software Services with a specified number of Users, end points, or other metric as defined in this Agreement.

1.11. "**Usage Data**" means (i) data relating to your machines, tools, instruments or other assets that is collected or accessed by the Software Services or otherwise obtained or accessed by FLUKE RELIABILITY; (ii) asset tag information, text files, sound files, pictures, videos, work orders and routings related to your aforesaid assets that may be uploaded to Software Services or shared with FLUKE RELIABILITY, (iii) data around the trends, your usage and activities in connection with the access and use of the Software Services. Usage Data does not include personal data or personal information (as defined by the applicable laws) or any of the data or information in points (i)-(iii) in aggregated or de-identified form.

1.12. "**User(s)**" means your employees and authorized representatives, consultants, contractors, or agents who are authorized to use the Software Services and have been supplied user identifications and passwords or, if applicable, have received a QR code.

1.13. "**User Content**" means any content the Users upload, transmit or store in the Software.

2. ACCESS AND USE OF THE SOFTWARE SERVICES

2.1. **Conditions on Access and Use**: Subject to your compliance with this Agreement and payment of the Subscription fees to Company, you are hereby granted a non-exclusive, non-transferable, non-assignable, non-sublicensable and revocable right to access and use the Software Services during the Subscription term(s), solely for your own internal business purposes.

2.2. **Mobile Application**. If you purchased a mobile application to the Software, you will be granted license to install, access and use the Software from your mobile 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 given mobile application. Mobile applications run on smart phones, tablets, laptops and PCs, and is available on Android, Apple IOS and Windows 10. You may be required to update or upgrade the Software on your mobile device from time to time in order to ensure full functionality of the mobile application. FLUKE RELIABILITY will provide you with any additional requirements for optimal functionality of the mobile application, if any. FLUKE RELIABILITY is not required to make its mobile applications work with any other mobile devices. Notwithstanding your obligations in Sections 2 and 3 of this Agreement, you shall be responsible to protect your data and the User Content stored on your mobile devices. User identification codes, passwords, and any information provided to you and the Users as part of FLUKE RELIABILITY'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.

2.3. **Restrictions on Use**: You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Software or any part of the Software Services in any way, except with FLUKE RELIABILITY's prior written consent; (ii) modify, translate or make derivative works of or based upon the Software; (iii) copy, reproduce, distribute, republish, download, display, post or transmit any portion of the Software or the Software Services in any form or by any means; (iv) create Internet "links" to or "frame" or "mirror" any content the Software or Software Services on any other server or wireless or Internet-based device; (v) reverse engineer, disassemble, decrypt, extract or otherwise reduce the Software to a human perceivable form or otherwise attempt to determine the source code or algorithms of the Software or Software Services (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 FLUKE RELIABILITY's or Company's Intellectual Property Rights, whether such notice or indications are affixed on, contained in or otherwise connected to the Software or Software Services; (vii) merge the Software or any part of the Software Services with any other product or service without FLUKE RELIABILITY's prior written consent and the payment of any additional Fees; or (viii) attempt to gain unauthorized access to the Software or Software Services or its related systems or networks; (ix) publish the results of any benchmark tests run on the Software; (x) introduce into or transmit through the Software or Software Services any material containing software viruses, worms, trap doors, back doors, Trojan horses or other harmful or malicious computer code, files, scripts, agents or programs; (xi) interfere with or disrupt the integrity or performance of the Software, Software Services or the data contained therein; or (xii) access or use the Software or Software Services in order to (a) build and/or assist a third-party in building competitive product or service, or a product using similar ideas, features, functions or graphics of the Software or Software Services, or (b) copy any ideas, features, functions or graphics of the Software or Software Services.

2.4. **Content Restrictions**. You acknowledge and agree that Company and FLUKE RELIABILITY does not monitor or police the User Content or the Users' communications or data transmitted through the Software Services, and that Company and FLUKE RELIABILITY shall not be responsible for the content of any such communications or transmissions. You shall not upload, store, place, distribute, transmit or otherwise publish on any FLUKE RELIABILITY website or server, or use with the Software or Software Services, any content that: (i) contains spam or unsolicited commercial electronic messages or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) is defamatory, obscene, pornographic, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) You know or have reason to believe infringes the Intellectual Property Rights of any third party or violates any rights of publicity or privacy; (iv) violates applicable laws ("**Prohibited Content**"). FLUKE RELIABILITY reserves the right to remove any Prohibited Content from the FLUKE RELIABILITY website, Software, Software Services, mobile application or related systems and networks without prior notice to You. You will indemnify, defend and hold Company and FLUKE RELIABILITY harmless for any claims, liabilities, losses, causes of action, damages, settlements, and costs and expenses (including, without limitation attorneys' fees and costs) arising from any third-party claims related to or generated by any Prohibited Content distributed, uploaded, placed, stored transmitted or otherwise published on any FLUKE RELIABILITY website, related systems and networks, or used with the Software or Software Services.

2.5. **Export Control**. The Software Services may provide services and use software and technology that may be subject to United States (U.S.), European Union (EU), Canada, and other national or international applicable export control and sanctions laws. You shall comply with all applicable export control laws and shall not cause, directly or indirectly, the export, re-export, or transfer of any information, technology or software to destinations or persons without obtaining any required prior authorization, governmental licenses, certification or approval from the U.S., EU or other applicable authorities. You furthermore acknowledge and agree that the Software Services 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 U.S. or EU maintain an embargo, or to or by a national or resident thereof, or any person or entity on restricted party list maintained by the US Government or the EU.

2.6. **Audit**. You agree and permit that FLUKE RELIABILITY may (i) electronically audit your use of the Software Services to verify compliance with this Agreement at any time during the term of your use of the Software Services; and (ii) FLUKE RELIABILITY may exercise any rights and remedies under this Agreement (including Section 2.6), this Agreement and applicable law, should the audit prove a breach of your obligations.

2.7. Suspension, Restriction or Cancellation. Company or FLUKE RELIABILITY may suspend or restrict all or part of the Software, Software Services or mobile application at any time in order to protect the integrity and functionality of Software, servers, platform, and systems, or for your breach of this Agreement including your breach of Sections 2.3 (Restrictions on Use), 2.4 (Content Restrictions), 2.5 (Export Control), 3 (Your Responsibilities) or 7 (Intellectual Property) until such breach is cured. Should any curable breach of this Agreement not be remedied within thirty (30) days at the latest or if your breach is considered as non-curable, Company or FLUKE RELIABILITY may cancel your Subscription without a notice.

3. YOUR RESPONSIBILITIES.

3.1. Technical Responsibilities. You are responsible for selecting, acquiring, securing and maintaining all equipment and ancillary services needed to connect to, access, or otherwise use and maintain compatibility with the Software Services at your sole expense.

3.2. Users.

3.2.1. You will ensure that all Users agree to the terms of this Agreement and any applicable FLUKE RELIABILITY terms of use, and have been notified of how FLUKE RELIABILITY collects, uses, and shares personal data, as described in the applicable provisions of this Agreement, and if applicable, data processing agreement or appendix, before providing the Users with access to the Software Services. All references to "you" or "your" in this Agreement shall also be construed to refer to the Users. You are responsible for (a) identifying and authenticating all Users; (b) approving access by such Users to the Software Services; (c) ensuring Users' compliance with this Agreement; (d) controlling against unauthorized access or use by Users; you shall maintain the confidentiality of usernames, passwords and account information; and (f) that the Users comply with all applicable laws, including but not limited to data privacy, export and import compliance legislation. Licenses under a Subscription that are based on the number of end points may be shared with more individual Users unless otherwise advised by FLUKE RELIABILITY. Licenses under a Subscription that are based on the number of Users cannot be shared or used by more than one individual User but may be reassigned by you to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Software Services.

3.2.2. You shall: (i) notify Company immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Company immediately and use reasonable efforts to stop immediately any copying or distribution of Prohibited Content that is known or suspected by you or the Users; (iii) not impersonate another User or provide false identity information to gain access to or use the Software Services; and (iv) create backup copies of User Content at your sole cost and expense.

4. SOFTWARE PERFORMANCE.

4.1. Service Level. FLUKE RELIABILITY provides 24-hour access to the Software, and Users may access their Software account any time. Availability of the Software may be hampered, limited, and/or delayed by circumstances and events beyond Company's or FLUKE RELIABILITY's reasonable control and/or otherwise inherent in the use of the Internet and electronic communications, such as: power outages, disruptions along Internet pathways, disruptions in data transfer from software-enabled or communicating devices to Software, or a Force Majeure Event. Company and FLUKE RELIABILITY are not responsible for any delays, delivery failures, or other damage resulting from such problems.

4.2. No Warranties. THE SOFTWARE SERVICES AND MOBILE APPLICATION ARE PROVIDED ON AN "AS-IS" BASIS. COMPANY, AND FLUKE RELIABILITY AND ITS LICENSORS, MAKE NO REPRESENTATION, WARRANTY, OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. COMPANY, AND FLUKE RELIABILITY AND ITS LICENSORS, DO NOT REPRESENT OR WARRANT AND EXCLUDE ANY LIABILITY FOR THAT (A) THE USE OF THE SOFTWARE SERVICES OR MOBILE APPLICATION WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR

OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) ANY DATA STORED IN THE SOFTWARE OR MOBILE APPLICATION WILL BE ACCURATE OR RELIABLE, (C) THE DIFFERENT MODULES OF THE SOFTWARE OR MOBILE APPLICATION INCLUDING REPORTING, DATA ANALYTICS, MEASUREMENT, CONDITION MONITORING AND OTHER MODULES WILL BE FREE FROM FLAWS AND ERRORS, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SOFTWARE OR MOBILE APPLICATION WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ALL ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVER(S) THAT MAKE THE SOFTWARE OR MOBILE APPLICATION AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT COMPANY, AND FLUKE RELIABILITY AND ITS LICENSORS, SHALL NOT BE LIABLE FOR ANY CONCLUSIONS, DECISIONS, ACTIONS OR INACTIONS AND THEIR CONSEQUENCES TAKEN BY YOU OR OTHER THIRD PARTIES ON THE BASIS OF THE SOFTWARE, THE DATA, REPORTS, RECOMMENDATIONS AND OTHER CONTENT PROVIDED IN THE SOFTWARE OR MOBILE APPLICATIONS CONSIDERING THAT THESE CAN BE IMPACTED BY A NUMBER OF FACTORS OUTSIDE COMPANY'S AND FLUKE RELIABILITY'S RESONABLE CONTROL, INCLUDING THE USAGE DATA, THE CORRECT INSTALLATION AND MAINTENANCE OF SENSORS, SOFTWARE-ENABLED OR COMMUNICATING DEVICES ON YOUR ASSETS, AND THE TYPE, LOCATION, MAINTENANCE AND FUNCTIONALITY OF YOUR ASSETS THAT MAY BE MONITORED BY THE SOFTWARE. COMPANY, AND FLUKE RELIABILITY AND ITS LICENSORS, ACCEPT NO LIABILITY FOR ANY INTERNET SERVICES FAILURE, MOBILE DEVICE FAILURE, OR FOR ANY LOSS OR DAMAGE OF ANY KIND OF YOUR MOBILE DEVICE AND/OR LOSS OF DATA OR USER CONTENT CAUSED BY SUCH FAILURE.

5. USAGE DATA. By accessing and using the Software Services you agree that Company, and FLUKE RELIABILITY and its affiliated companies may access and use the Usage Data on a perpetual and royalty-free basis for the following purposes:

5.1. To provide the Software Services (including technical support and maintenance) to you.

5.2. Usage Data Activities. Company and its Affiliates may use aggregated and de-identified Usage Data (including, but not limited to, maintenance history, work orders, asset performance records, and sensor data) alone or in combination with other data to: (i) create derivative works; (ii) develop and train machine learning models and augmented human intelligence; (iii) improve algorithms; and (iv) perform similar data aggregation activities for the purpose of developing, maintaining, and improving Company's and its Affiliates' products and services. Company ensures that such Usage Data will not identify Customer, its Users, or any natural person.

5.3. Company, and FLUKE RELIABILITY and its affiliated companies, 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 Company, and FLUKE RELIABILITY and its affiliated companies, own and reserve all rights, title and interest (including any Intellectual Property Rights) in and to their respective 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 ("**Aggregated Data**").

5.4. Company and FLUKE RELIABILITY will take reasonable measures to protect any Usage Data with at least the same degree of care that Company and FLUKE RELIABILITY use to protect their own data of similar importance but in no case less than a reasonable degree of care. Company, and FLUKE RELIABILITY and its affiliated companies, will disclose the Aggregated Data in a deidentified 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, Company and FLUKE RELIABILITY, this Section shall prevail.

6. CONFIDENTIALITY. You will maintain and cause the Users to maintain the confidentiality of all information of a proprietary and confidential nature relating to the Software Services you become aware of are made available of. 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, 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. The term Confidential Information includes all eMaint Technology , 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. "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

7. INTELLECTUAL PROPERTY.

7.1. Reservation of Intellectual Property. Subject to the limited rights expressly granted by Company and FLUKE RELIABILITY to you under this Agreement: (i) each of Company, and FLUKE RELIABILITY and its licensors, reserve all rights, title and interest in and to all of their Intellectual Property, and (ii) as between the Parties, each of Company, and FLUKE RELIABILITY and its licensors, own all rights, title and interest in and to their confidential information and the Software Services.

7.2. Feedback. Company and FLUKE RELIABILITY shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into any products and services any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or the Users to the Company or FLUKE RELIABILITY.

7.3. Company, eMaint, and its suppliers may, from time to time, provide updates, enhancements, or changes to the design or specifications of the products and services; provided, however, that such changes do not materially reduce the core functionality of the services. eMaint reserves the right to discontinue products or services upon reasonable advanced notice to Customer where practicable.

8. DATA PRIVACY. To the extent FLUKE RELIABILITY processes your or your Users' personal data (as defined in the applicable data privacy laws) in relation to you and your Users' use of the Software Services, FLUKE RELIABILITY does that as your data processor in accordance with the FLUKE RELIABILITY Data Processing Agreement available on the user interface of the Software Services under "Legal Terms" or "Master Subscription Agreement". Any reference in the FLUKE RELIABILITY Data Processing Agreement to "Agreement" or "Master Subscription Agreement" shall mutatis mutandis apply to this Agreement as a customer of a Company under the meaning of this Agreement.

9. THIRD PARTY INTERACTIONS. During use of the Software Services, 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 Software Services. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. Customer shall have no liability, obligation, or responsibility for any such correspondence, purchase or promotion between you and any such third-party. Company does not endorse any sites on the Internet that are linked through the Software Services. Company provides these links to you only as a matter of convenience, and in no event shall Company or its licensors be responsible for any content, products, or other materials on or available from such sites. Company provides the Software Services 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.

10. This Agreement commences on the Effective Date of your use of the Service. The Initial Term will be as you elect during the 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 less than one year) in the scope as agreed in the applicable Order Form at eMaint's then current fees unless Parties have agreed to different fees to apply to renewal period(s) 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.

Company charges and collects in advance for use of the Service. Fees for other services will be charged on an as quoted basis. Company's fees for eMaint and Services 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 Company 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, Company 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

Authorized procurement personnel may add additional licenses at any time by executing a written Order Form, in conjunction with a Purchase Order, with Company. 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.

11. 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.

12. BILLING AND RENEWAL. Company charges and collects in advance for use of the Software Services. Company 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 Company 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. Company'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 Company's income. You agree to provide Company 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, Company reserves the right to terminate your access to the Software Services 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

13. NON-PAYMENT AND SUSPENSION. In addition to any other rights granted to Company herein, Company reserves the right to suspend or terminate this Agreement and your access to the Software 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 Company 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 Company may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees. Company reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Software Services. You agree and acknowledge that Company 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.

14. TERMINATION UPON EXPIRATION/REDUCTION IN NUMBER OF LICENSES. This Agreement commences on the Effective Date. The Initial Term will be mutually agreed upon in an Order Form. The term "**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. 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) in the scope as agreed in the applicable Order Form at Company's then current fees unless Parties have agreed to different fees to apply to renewal period(s) 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 Software Services 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), Company through 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 Customer and eMaint has no obligation to retain the Customer Data, and may delete such Customer Data, more than 30 days after termination.

15. TERMINATION FOR CAUSE. Any breach of your payment obligations or unauthorized use of the eMaint Technology or Software Services will be deemed a material breach of this Agreement. Company, in its sole discretion, may terminate your password, account or use of the Software Services if you breach or otherwise fail to comply with this Agreement. In addition, Company may terminate a free account at any time in its sole discretion. You agree and acknowledge that Company and 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.

16. REPRESENTATIONS & WARRANTIES. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. eMaint will provide the Software Services in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Software Services 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 Software Services and that your billing information is correct.

17. MUTUAL INDEMNIFICATION.

17.1. You shall indemnify and hold Company, 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 Company

(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 Company of all liability and such settlement does not affect Company's business or Software Services); (c) provides to you all available information and assistance; and (d) has not compromised or settled such claim.

17.2. Company 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 a claim alleging that the Software Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; provided that you (a) promptly give written notice of the claim to Company; (b) give Company sole control of the defense and settlement of the claim (provided that Company may not settle or defend any claim unless it unconditionally releases you of all liability); (c) provide to Company all available information and assistance; and (d) have not compromised or settled such claim. Company shall have no indemnification obligation, and you shall indemnify Company 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).

18. LIMITATION OF LIABILITY.

18.1. COMPANY WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT OR PRODUCTS OR SERVICES PROVIDED HEREUNDER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY OR FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), WHETHER OR NOT FORESEEABLE AND EVEN IF FLUKE RELIABILITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18.2. COMPANY'S LIABILITY TO CUSTOMER ARISING OUT OF OR RELATED TO AN ORDER FORM SHALL NOT EXCEED THE AMOUNTS PAID AND PAYABLE BY THE CUSTOMER UNDER THE RESPECTIVE ORDER FORM, AND THE AGGREGATE VALUE OF SUCH CLAIMS RAISED UNDER THIS AGREEMENT IN EACH YEAR SHALL NOT EXCEED THE FEES PAID AND PAYABLE BY THE RESELLER TO FLUKE RELIABILITY DURING THE TWELVE (12) MONTHS' PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH THE LIABILITY AROSE, REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT OR OTHERWISE.

18.3. SECTION 18.2 SHALL NOT APPLY TO (i) LIABILITY THAT CANNOT BE LIMITED BY THE GOVERNING LAW, AND (ii) COMPANY'S FRAUD, WILFUL MISCONDUCT OR GROSS NEGLIGENCE

19. NOTICE. Company may give notice by 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 Company'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 Company (such notice shall be deemed given when received by Company) at any time by nationally recognized overnight delivery service or first class postage prepaid mail to Company at the mailing address indicated in the Order Form.

20. MODIFICATION TO TERMS. Amendment of the terms and conditions of this Agreement requires Parties' mutual written agreement. You acknowledge and agree however that eMaint reserves the right to modify its user policies relating to the Service at any time, effective upon posting of an updated version of this Agreement in eMaint Online or otherwise made available to you. You are responsible for regularly reviewing such policies and continued use of the Service after posting any such changes shall constitute your consent to such changes.

21. ASSIGNMENT; CHANGE OF CONTROL. This Agreement may not be assigned by you without the prior written approval of Company but may be assigned without your consent by Company 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 Customer that results or would result in a direct competitor of eMaint directly or indirectly owning or controlling 50% or more of you shall entitle Company to terminate this Agreement for cause immediately upon written notice.

22. **SURVIVAL.** Termination or non-renewal of the Agreement or an Order Form will not affect the rights or obligations to the Parties for provisions that by their nature would reasonably be expected to survive termination.

23. **GENERAL**. This Agreement shall be governed by the laws of state of California or Washington, in Company's discretion 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 courts located in Seattle, Washington or San Diego, California in Company's discretion8, and the Parties hereby submit to the exclusive jurisdiction of such courts and waive any and all jurisdictional, venue and inconvenient forum objections to such courts. 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 Company as a result of this agreement or use of the Software Services. The failure of Company 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 Company in writing. This Agreement, together with any applicable Order Form, comprises the entire agreement between you and Company and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties and their respective successors and permitted assigns, but any assignment in violation of this provision will be void. This Agreement may be executed and delivered in counterparts, including by a facsimile or by scan and electronic transmission, each of which will be deemed an original.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF the Parties hereto have signed this Master Agreement as of the Effective Date.

CUSTOMER	**COMPANY**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Address: _____	
Email: _____	

APPENDIX TO THE MASTER SUBSCRIPTION AGREEMENT
SERVICE LEVEL AGREEMENTS

(Updated Dec. 12, 2024)

1. eMaint Online

Service Level Agreement: eMaint provides 24-hour access to eMaint Online, and users may access their eMaint Online account any time. Availability of eMaint Online may be hampered, limited, and/or delayed by circumstances and events beyond eMaint's reasonable control, such as power outages, disruptions along Internet pathways, or a Force Majeure Event. eMaint is not responsible for any delays, delivery failures, or other damage resulting from such problems. **"Force Majeure Event"** means fire, flood, explosion, earthquake, strike, labor disputes, or other acts of civil disorder or disobedience, embargo, act of terrorism, war, pandemic, plague, epidemic, outbreaks of infectious disease or any other public health crisis, electrical outage, internet connectivity disruptions, telecommunication outage, mobile device failures (hardware and software), cyber-security attacks or other act of God, or other unforeseeable causes beyond eMaint's reasonable control. eMaint monitors its servers and website availability 24/7. Upon discovery of service disruptions, eMaint will work 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, 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.

eMaint Online has a "Service Level Objective" of 99.8% availability/uptime. The following financial compensation will be provided in the event that unavailability in the given month exceeds eMaint's uptime objectives as listed below and shall be your sole and exclusive remedy for any Service level breach or other Service delivery failure.

Uptime % (1)(2)(5)	Service Level Credit % of eMaint monthly user fees (3)(4)
Less than 99.8% but equal to or greater than 99.0%	15%
Less than 99.0% but equal to or greater than 95.0%	25%
Less than 95.0%	50%

1. Scheduled maintenance is 180 minutes per month as required and advanced notice will be given to end user at least 5 days before the planned maintenance window.
2. Monthly uptime percentage is calculated by subtracting from 100%, the percentage of minutes during the month in which the system was in the state of unavailability and where:
   a. 100% is the total number of minutes in a month, minus 180 minutes of planned maintenance and all minutes of unavailability attributable to the exclusions set forth in section 5, below.
   b. "Unavailable" or "unavailability" means that all users of your system are unable to log into the system over a consecutive 5-minute time period and where the first minute of unavailability starts on the sixth minute thereafter.
3. Service Level Credit is based on the amount of your monthly user subscription fees.
4. Any Service Level Credit will be provided to you in the form of a credit which may be used against future renewal invoices; provided however, that at contract termination, any financial remuneration due will be provided in the form of a refund.
5. Please note that the Service Level Objective and any uptime objective excludes the following: (a) scheduled maintenance, unplanned maintenance, or scheduled upgrades; (b) an event triggering a disaster recovery and for a twenty-four (24) hour period after the resumption of service following such an event to allow the system to return to normal operating ranges; (c) suspension or restriction of the Service by eMaint in accordance with this Agreement; and (d) conditions beyond eMaint's reasonable control, such as (i) failures in external Internet or VPN configurations not managed by eMaint; (ii) a Force Majeure Event; (iii) false reports of unavailability as a result of outages or errors of any eMaint systems; (iv) an act or omission of you or third parties (other than eMaint's contractors, subcontractors or suppliers), including security incidents caused by such act or omission; (v) incident investigation or computer failures that could not reasonably have been prevented by eMaint; (vi) failures of third-party equipment, hardware, software, or services not provided by eMaint; and (vii) your delay or failure to perform tasks designated as your responsibility in this Agreement or an applicable Statement of Work.

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 such as for emergency security patching , eMaint will notify its customers via email of a disruption in service for the online hosted application at least 48 hours in advance of the planned outage.

Support Response Time
Response time is defined as the length of time between when a support request is received by our Support Department and when a Support Specialist attempts to contact the client. eMaint provides response times based on the severity of the issue reported but will often have a support issue resolved within the time ranges indicated.

eMaint CMMS users automatically receive system updates and upgrades as part of their subscription. Technical support is provided via phone, email, online message board or any agreed third-party integrated ticketing system. For the sake of clarity Parties acknowledge that a support ticket created by you or your users in a third-party integrated ticketing system is not considered a receipt by eMaint until the support ticket was actually received by an eMaint Support Department. eMaint shall not be responsible for exceeding the above response times due to a delay or failure of forwarding the support request by the third-party integrated ticketing system.

Support for eMaint Online is available from 9.00 AM and 3.00 AM CET, Monday – Friday via e-mail: support@emaint.com sent or through a support request through the third-party integrated ticketing system.

eMaint defines incident severity levels as:

Critical	The customer's application is down and inoperable. All users are unable to use the system. The customer's productivity is threatened. Response Time: 1 hour or less
High	Incident with the system that directly affect the functions essential for day-to-day operations for all users of the system. Response Time: 2 hours or less
Medium	The customer's application is slightly limited. The situation has impaired operations, but most business operations and user productivity continue. Response Time: 4 business hours or less
Low	The customer's application or user productivity are not affected, or it is a procedural issue that is being reported. Response Time: 8 business hours or less

Exclusions to Support. eMaint shall have no obligation to provide support for, nor shall be liable to you for eMaint Online adversely affected by (i) use of eMaint Online in combination with software, equipment, or communications networks not referenced in the help or user documentation as being compatible with eMaint Online; (ii) modification or recompiling of eMaint Online, (iii) failure to perform your responsibilities under Section **Error! Reference source not found.** of this Agreement or your breach of the License Grant and Restrictions under Section **Error! Reference source not found.** of this Agreement, (iv) use of an unsupported version of eMaint Online; (v) maintenance and/or support of the Services other than by eMaint; or (vi) viruses introduced to eMaint Online through no fault of eMaint.

2. Service Level for Fluke Mobile

Service Level Agreement: eMaint provides 24-hour access to Fluke Mobile, and users may access their Fluke Mobile account any time. Availability of Fluke Mobile may be hampered, limited, and/or delayed by circumstances and events beyond eMaint's reasonable control, such as power outages, disruptions along Internet pathways, or a Force Majeure Event. eMaint is not responsible for any delays, delivery failures, or other damage resulting from such problems. **"Force Majeure Event"** means fire, flood, explosion, earthquake, strike, labor disputes, or other acts of civil disorder or disobedience, embargo, act of terrorism, war, pandemic, plague, epidemic, outbreaks of infectious disease or any other public health crisis, electrical outage, internet connectivity disruptions, telecommunication outage, mobile device failures (hardware and software), cyber-security attacks or other act of God, or other unforeseeable causes beyond eMaint's reasonable control. eMaint monitors its servers and website availability 24/7. Upon discovery of service disruptions, eMaint will work 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, 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.

Fluke Mobile has a "Service Level Objective" of 99.5% availability/uptime. The following financial compensation will be provided in the event that unavailability in the given month exceeds eMaint's uptime objectives as listed below and shall be your sole and exclusive remedy for any Service level breach or other Service delivery failure.

Uptime % (1)(2)(5)	Service Level Credit % of eMaint monthly user fees (3)(4)
Less than 99.5% but equal to or greater than 99.0%	15%
Less than 99.0% but equal to or greater than 95.0%	25%
Less than 95.0%	50%

1. Scheduled maintenance is 240 minutes per month as required and advanced notice will be given to end user at least 5 days before the planned maintenance window.
2. Monthly uptime percentage is calculated by subtracting from 100%, the percentage of minutes during the month in which the system was in the state of unavailability and where:
   b. 100% is the total number of minutes in a month, minus 240 minutes of planned maintenance and all minutes of unavailability attributable to the exclusions set forth in section 5, below.
   c. "Unavailable" or "unavailability" means that all users of your system are unable to log into the system over a consecutive 5-minute time period and where the first minute of unavailability starts on the sixth minute thereafter.
3. Service Level Credit is based on the amount of your monthly user subscription fees.
4. Any Service Level Credit will be provided to you in the form of a credit which may be used against future renewal invoices; provided however, that at contract termination, any financial remuneration due will be provided in the form of a refund.
5. Please note that the Service Level Objective and any uptime objective excludes the following: (a) scheduled maintenance, unplanned maintenance, or scheduled upgrades; (b) an event triggering a disaster recovery and for a twenty-four (24) hour period after the resumption of service following such an event to allow the system to return to normal operating ranges; (c) suspension or restriction of the Service by eMaint in accordance with this Agreement; and (d) conditions beyond eMaint's reasonable control, such as (i) failures in external Internet or VPN configurations not managed by eMaint; (ii) a Force Majeure Event; (iii) false reports of unavailability as a result of outages or errors of any eMaint systems; (iv) an act or omission of you or third parties (other than eMaint's contractors, subcontractors or suppliers), including security incidents caused by such act or omission; (v) incident investigation or computer failures that could not reasonably have been prevented by eMaint; (vi) failures of third-party equipment, hardware, software, or services not provided by eMaint; and (vii) your delay or failure to perform tasks designated as your responsibility in this Agreement or an applicable Statement of Work.

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 such as for emergency security patching, eMaint will notify its customers via email of a disruption in service for the online hosted application at least 48 hours in advance of the planned outage.

Support Response Time

Response time is defined as the length of time between when a support request is received by our Support Department and when a Support Specialist attempts to contact the client. eMaint provides response times based on the severity of the issue reported but will often have a support issue resolved within the time ranges indicated.

eMaint CMMS users automatically receive system updates and upgrades as part of their subscription. Technical support is provided via phone, email, online message board or any agreed third-party integrated ticketing system. For the sake of clarity Parties acknowledge that a support ticket created by you or your users in a third-party integrated ticketing system is not considered a receipt by eMaint until the support ticket was actually received by an eMaint Support Department. eMaint shall not be responsible for exceeding the above response times due to a delay or failure of forwarding the support request by the third-party integrated ticketing system.

Support for Fluke Mobile is available from 9.00 AM and 3.00 AM CET, Monday – Friday via e-mail: support@emaint.com sent or through a support request through the third-party integrated ticketing system.

eMaint defines incident severity levels as:

Critical	The customer's application is down and inoperable. All users are unable to use the system. The customer's productivity is threatened. Response Time: 1 hour or less
High	Incident with the system that directly affect the functions essential for day-to-day operations for all users of the system. Response Time: 2 hours or less
Medium	The customer's application is slightly limited. The situation has impaired operations, but most business operations

	and user productivity continue. Response Time: 4 business hours or less
Low	The customer's application or user productivity are not affected, or it is a procedural issue that is being reported. Response Time: 8 business hours or less

Exclusions to Support. Exclusions to Support. eMaint shall have no obligation to provide support for, nor shall be liable to you for Fluke Mobile adversely affected by (i) use of Fluke Mobile in combination with software, equipment, or communications networks not referenced in the help or user documentation as being compatible with Fluke Mobile; (ii) modification or recompiling of Fluke Mobile, (iii) failure to perform your responsibilities under Section 3 of this Agreement or your breach of the License Grant and Restrictions under Section **Error! Reference source not found.** of this Agreement, (iv) use of an unsupported version of Fluke Mobile; (v) maintenance and/or support of the Services other than by eMaint; or (vi) viruses introduced to Fluke Mobile through no fault of eMaint.