



**EXPRESS
MAINTENANCE**

THE RIGHT TOOL FOR THE JOB

A Subsidiary of Manufacturing Asset Solutions

(888) 571-8556

support@mas.systems

expressmaintenance.com

End User License Agreement (EULA) Version 1.03 August 25, 2022

- 1) Licensor “Provider”: Manufacturing Asset Solutions of Tucson, Arizona is the Provider of this software.
- 2) Licensee “Customer”: This legal agreement establishes you, the Customer, the right to use all or parts of Express Maintenance software only through the license that you are provided. This is a non-exclusive, non-transferrable license to use on devices under your control. Your registration code serves as the agreement number.
- 3) Term: The Term becomes effective when the software registration code is provided to the Customer (either temporary or permanent) and will not expire unless automatically terminated or suspended if the Customer fails to comply with the terms and conditions of this agreement or per Paragraph 13.
- 4) Express Maintenance (EM) Software “**Software**”: MAS defines **Express Maintenance** software to contain the following products if purchased including all SQL, HTML data tables, graphics files, animation files, development tools, scripts and programs:
 - a. Express Maintenance
 - b. Express Request, Express Request On-line (web)
 - c. Express SQL
 - d. Express Maintenance Mobile Applications (MA) – 3 platforms and MA Server
 - e. Express Maintenance Software related API’s
- 5) Express Maintenance User Licenses: Customer may use the quantity of user licenses purchased of the Software on a single Computer or on a Server based local area computer network. A Server based local area computer network is any combination of server and workstations located at a Site or Sites that are electronically linked and capable of sharing the use of a single instance of an EM “.exe” Software program. Multiple databases may be created on the Computer or Server Network; however, the number of user licenses available for use are governed by the quantity purchased.
- 6) Corporate License: The Corporate or Enterprise License is no longer offered.
- 7) Copyright: Express Maintenance Software is copyrighted under the name Express Technology and may not be duplicated or distributed without the written consent of MAS. Any authorized copy of the Software, including authorized backup copies if any, must include Express Technologies copyright and trademark notices.
- 8) Limitations: Customer agrees not to decompile, gain access to the source code, decrypt or reverse engineer the software which would permit the Purchaser to interoperate the software.
- 9) Trademark: Customer agrees not to alter or obscure the proprietary notice of MAS including trademark or copyright.




- 10) Hold Harmless: Customer agrees to hold harmless MAS in the event Express Maintenance Software causes damage to purchaser's data or causes other harm.
- 11) Confidentiality: Each party acknowledges that all material and information which has or will come into the possession or knowledge of each in connection with this contract or the performance hereof, consists of confidential and proprietary data whose disclosure to or use by third parties will be damaging. Both parties, therefore, agree to hold such material and information in strictest confidence, not to make use thereof other than the performance of this agreement, to release it only to employees requiring such information, and not to release or disclose it to any other party.
- 12) Good Faith Agreement: Customer and MAS agree to work in good faith, demonstrating honesty and fairness.
- 13) Breach of Agreement: MAS will exercise its right to revoke the license and the Customer's access to the software if the Customer does not act in good faith and breaches this agreement. MAS may sue the Customer for damages.
- 14) Termination: MAS may terminate this license for any or no reason with or without prior notification. Upon such notification, the Customer may be responsible to cease use and uninstall the software with or without compensation.
- 15) Third Party Claims: In the event of a third party claim, Customer will be responsible for the investigation, defense, settlement, of copyright infringement.
- 16) Number of Users: Customer agrees not to distribute, install or use the license in excess of the number of licenses purchased. In some cases, the number of authorized users may be set by the purchase agreement.
- 17) Warranty: The Software is sold "as is", without warranty, implied or expressed. While every effort is made to ensure that this product and its documentation are free from defects, MAS shall not be held responsible for any loss of profit or any other commercial damage including, but not limited to special, incidental, consequential or other damages occasioned by the use of this software
- 18) Limitation of Liability: Under no circumstances shall MAS or its affiliates or partners, suppliers or licensors be liable for any indirect, incidental, consequential damages arising out of or in connection with Customer's access or use or inability to access or use the Software and any third party software or services whether or not the damages were foreseeable and whether or not MAS was advised of the possibility of such damages. Without limiting the generality of the foregoing, MAS's aggregate liability to the Customer shall not exceed \$50.00. The foregoing limitations will apply even if the above stated remedy fails in its essential purpose.



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- 19) Jurisdiction: This agreement is deemed to be made in the State of Arizona. Any legal action or proceeding related to this agreement shall be brought exclusively to courts in Pima County, Arizona. The prevailing party in any action shall be entitled to recover costs and expenses including attorney's fees.
- 20) Non-Transferrable: This agreement is non-transferrable by Customer.
- 21) Ownership: Express Maintenance Software is owned by Manufacturing Asset Solutions (MAS). This agreement does not convey title to the Customer.
- 22) U.S. Government Restricted Rights: Software and documentation thereto are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in sub paragraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at 52.2277013. The contractor/manufacturer of this Software and documentation thereto is Manufacturing Asset Solutions, 1800 West Roller Coaster Road, Tucson, Arizona 85704 520-909-1280.
- 23) Privacy Notices: Provider may collect User information in an effort to improve Customers experience, and to communicate with Customer about Providers products, services and promotions. Provider does not sell or rent Customers personal information to third parties. Provider may share Customers information with third parties that provide services on Company's behalf or with whom Company has partnered to offer a particular product or service. Error Reports; in order to help us improve the Software, when the Software encounters certain errors, it may automatically send some information to the Provider about the error
- 24) Entire Agreement: This agreement states the entire understanding and agreement between the parties and supersedes all prior understandings, agreements, and proposals. Only a written amendment signed by both parties can amend this agreement.