





- 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.