



End User License Agreement (EULA) Software Version 9.8.1 on or after Aug 22, 2023

- 1) **Licensor (Hereinafter referred to as “PROVIDER”)**: Manufacturing Asset Solutions of Tucson, Arizona is the Provider of this software.
- 2) **Licensee (Hereinafter referred to as “Customer”)**: This EULA is a legal agreement that provides 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-transferable license to use on devices under your control. Your registration code serves as the agreement number.
- 3) **Term**: The Term becomes effective on the purchase or renewal date 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. By installing, copying, downloading, updating, accessing, or using the software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of the EULA, do not install, copy, download, update, access, or use the software.
- 4) **Renewal Period**: For Customers with annual agreements the Renewal Period shall be 60 days prior to their renewal date, which is 12 month after the purchase date. Monthly agreements user license count may be adjusted and any requested changes will be detailed in the following months bill.
- 5) **Express Maintenance (EM) Software “Software”**: PROVIDER 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 Mobile
 - c. Express Request
 - d. Express Maintenance Software related API's
- 5) **Express Maintenance User Licenses**: An Express Maintenance User License of any kind can only be utilized by one named user at a time as verified by the authentication system. Customer may use the quantity of user licenses purchased of the Software on a single Computer or Mobile device.
- 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 PROVIDER. Any authorized copy of the Software, including authorized backup copies if any, must include Express Technologies copyright and trademark notices.

- 8) **Restrictions:** You may not copy, modify, distribute, sell, transfer, lease, sublicense, or assign the Software or any part thereof. You may not reverse engineer, decompile, or disassemble the Software or attempt to discover the source code or structure of the Software. You may not remove any copyright, trademark, or other proprietary notices from the Software or any part thereof.
- 9) **Trademark:** Customer agrees not to alter or obscure the proprietary notice of Provider including trademark or copyright.
- 10) **Hold Harmless:** Customer agrees to hold harmless PROVIDER 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 PROVIDER agree to work in good faith, demonstrating honesty and fairness.
- 13) **Breach of Agreement:** PROVIDER 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. PROVIDER may sue the Customer for damages.
- 14) **Termination:** This EULA is effective for one (1) year from the date of installation or activation. The license granted herein shall automatically terminate at the end of the term, unless renewed by you in accordance with Express Maintenance's renewal policies. Express Maintenance may terminate this EULA immediately if you breach any of the terms and conditions herein. Upon termination, you must immediately cease all use of the Software and destroy all copies of the Software and any associated materials. Continued use of the Software after termination may incur additional usage costs to the Customer equivalent to the last quoted renewal amount.
- 15) **Payment and Refund Policy:**
 - a. **Payment Obligation:** By purchasing and using the Software you acknowledge and agree that all annual and monthly payments made for the software are non-refundable. Should the Customer desire to have the flexibility to adjust user licenses they must be willing to pay a monthly rate, otherwise, Customer can add licenses to their annual agreement whenever needed and only decrease licenses during their renewal period. Monthly Customers can adjust their license quantity at any time which will be financially effective as of the next monthly billing.
 - b. **No Guarantee of Results:** Manufacturing Asset Solutions does not guarantee any specific outcomes or results from the use of the Software. The effectiveness and success of the Software depend on various factors, including your usage, configuration, and integration with other systems.

- c. **Termination of Services:** In the event of termination or cancellation of the software services by either party, including but not limited to non-renewal, you will not be entitled to any refund for any remaining or unused portion of the subscription or license term.
- 16) **Third-Party Claims:** In the event of a third-party claim, Customer will be responsible for the investigation, defense, and settlement of copyright infringement.
- 17) **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.
- 18) **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, PROVIDER 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 using this software.
- 19) **Limitation of Liability:** Under no circumstances shall PROVIDER 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 the damages were foreseeable and whether PROVIDER was advised of the possibility of such damages. Without limiting the generality of the foregoing, PROVIDER’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.
- 20) **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.
- 21) **Non-Transferrable:** This agreement is non-transferrable by Customer.
- 22) **Ownership:** The Software and all rights, title, and interest in and to the Software, including all intellectual property rights, are and shall remain the exclusive property of Express Maintenance and its licensors. Nothing in this EULA shall be construed to grant you any rights, ownership, or interest in or to the Software or any part thereof except for the limited license expressly granted herein.
- 23) **Support and Maintenance:** During the term of this EULA, Express Maintenance will provide you with support and maintenance services for the Software as described in the Service Level Agreement (SLA) provided to you separately. Support and maintenance services may be provided through phone, email, or remote access.
- 24) **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.

- 25) **Privacy Notices:** Provider may collect User information 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: to help us improve the Software, when the Software encounters certain errors, it may automatically send some information to the Provider about the error.
- 26) **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.
- 27) **Acknowledgement:** By using the Software, you acknowledge that you have read this EULA, understand it, and agree to be bound by its terms and conditions.