

ADVANCED TECHNOLOGY SERVICES, INC.
RELIABILITY 360[®] MACHINE HEALTH MONITORING DASHBOARD
AND eFACTORYPRO SOFTWARE
END USER LICENSE AGREEMENT

The Reliability 360[®] Machine Health Monitoring Dashboard (the "R360[®] Dashboard"), eFactoryPro software, and accompanying documentation is licensed and not sold. This R360[®] Dashboard and eFactoryPro software is protected by copyright laws and other forms of intellectual property. Advanced Technology Services, Inc. and/or its subsidiaries, affiliates, and suppliers (collectively "ATS") own all intellectual property rights in the R360[®] Dashboard and eFactoryPro software. The Licensee's ("you" or "your") license to use, copy, or change the R360[®] Dashboard or eFactoryPro software is subject to these rights and to all the terms and conditions of this End User License Agreement ("Agreement"). This Agreement is subject to and incorporates the terms of ATS' Privacy Policy, available at <https://www.advancedtech.com/privacy-policy/>.

1. **Acceptance.** YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY SELECTING THE "ACCEPT" OPTION AND ACCESSING THE R360[®] DASHBOARD, BY INSTALLING OR USING THE R360[®] DASHBOARD, OR USING THE eFACTORYPRO SOFTWARE. YOU MUST AGREE TO ALL OF THE TERMS OF THIS AGREEMENT BEFORE YOU WILL BE ALLOWED TO ACCESS THE R360[®] DASHBOARD OR eFACTORYPRO SOFTWARE, AS THE CASE MAY BE. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST SELECT "DECLINE" AND YOU MUST NOT ACCESS, INSTALL, OR USE THE R360[®] DASHBOARD OR eFACTORYPRO SOFTWARE.

2. **Term and Termination.** This Agreement shall remain in effect until terminated by you or ATS. ATS may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice. This Agreement will terminate immediately, without prior notice from ATS, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by ceasing, deleting, and removing your access to the R360[®] Dashboard and the eFactoryPro software from all devices. Termination of this Agreement will not limit any of ATS' rights or remedies at law or in equity in case of breach by you (during or after the term of this Agreement) of any of your obligations under the Agreement.

3. **License Grant.** ATS grants you a revocable, non-exclusive, non-transferable, limited license to download, install, and use the R360[®] Dashboard or the eFactoryPro software (whichever you or your organization has purchased) strictly in accordance with the terms of this Agreement. You may only use the R360[®] Dashboard or the eFactoryPro software on a device that you own or control and as permitted by the terms and conditions of this Agreement. The license that is granted to you by ATS is solely for your individual, business-related use in connection with ATS' Reliability 360[®] services or factory maintenance services strictly in accordance with the terms of this Agreement.

4. **Restrictions on Transfer.** Without first obtaining the express written consent of ATS, you may not assign your rights and obligations under this Agreement, or redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer your rights to the R360[®] Dashboard or the eFactoryPro software.

5. **Restrictions on Use.** You agree not to, and you will not permit others to: (a) license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose, or otherwise commercially exploit the R360[®] Dashboard, make the R360[®] Dashboard available to any third party, or commercially exploit or make available to any third party the eFactoryPro software, (b) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) of ATS or its affiliates, partners, suppliers, or the licensors of the R360[®] Dashboard or eFactoryPro software, (c) decompile, "reverse-engineer", disassemble, or otherwise attempt to derive the source code for the R360[®] Dashboard or eFactoryPro software, (d) use the database portion of the R360[®] Dashboard in connection with any software other than the R360[®] Dashboard; € develop any derivative works or any type of software program based on the R360[®] Dashboard, the eFactoryPro software, or any other confidential information of ATS, (f) reject, avoid, elude, remove, deactivate, or evade in any way, any protection mechanism within the R360[®] Dashboard used to restrict or control the functions of the R360[®] Dashboard, or (g) disclose to any third party any benchmarking or comparative study involving the R360[®] Dashboard or eFactoryPro software.

6. **Restrictions on Alteration.** You may not modify the R360[®] Dashboard or eFactoryPro software or create any derivative work of the R360[®] Dashboard, the eFactoryPro software, or its or their accompanying documentation. You may not alter any files or libraries in any portion of the R360[®] Dashboard. You may not reproduce the database portion or create any tables or reports relating to the database portion.

7. **Restrictions on Copying.** You may not copy any part of the R360[®] Dashboard or eFactoryPro software except to the extent that licensed use inherently demands the creation of a temporary copy stored in computer memory and not

permanently affixed on storage medium. You may make one archival copy of the R360® Dashboard which must be stored on a medium other than a computer hard drive.

8. Authorized Storage and Use of Personal Data You Submit to ATS in Connection with the R360® Dashboard or eFactoryPro Software. By submitting your name, contact information, including email and telephone number, and any other personal data to ATS, you hereby consent to ATS' storage, use, and transfer of such information in relation to the R360® Machine Health Monitoring services, eFactoryPro software, and factory maintenance services. Message and data rates may apply to any message we send you or that you send to ATS. If you have any questions regarding privacy, you may access the ATS Privacy Policy at <https://www.advancedtech.com/privacy-policy/>.

9. Intellectual Property. The R360® Dashboard and eFactoryPro software, including without limitation all copyrights, patents, trademarks, trade secrets, and other intellectual property rights are, and shall remain, the sole and exclusive property of ATS. ATS retains all rights not expressly granted to you in this Agreement. ATS owns all rights in any copy, translation, modification, adaptation, or derivative works of the R360® Dashboard and the eFactoryPro software, including any improvement or development thereof. Any third-party software that may support, be provided with, or that is related to the R360® Dashboard or eFactoryPro software is provided in accordance with the corresponding third-party software license(s). ATS shall have no liability to in connection with use of any third-party software that is related to or supports the R360® Dashboard, eFactoryPro software, or related services.

10. Confidentiality. You acknowledge and agree that the R360® Dashboard and eFactoryPro software incorporates confidential and proprietary information ("Confidential Information") developed by ATS including, but not limited to, technical and non-technical data, formulas, patterns, compilations, devices, methods, techniques, drawings, and processes related to the R360® Dashboard and eFactoryPro software, which constitutes the valuable intellectual property of ATS. You agree to hold such Confidential Information in the strictest confidence. Confidential Information shall not be disclosed to anyone except an employee, or agent who has a need to know same, and who is bound by a non-disclosure agreement at least as restrictive as this Agreement. You acknowledge that the R360® Dashboard may include a monitoring capability that sends anonymized data about performance, device utilization, and network size remotely to ATS.

11. Disclaimer of Warranties and Limitation of Liability. THE R360 DASHBOARD AND/OR eFACTORYPRO SOFTWARE IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. UNLESS OTHERWISE EXPLICITLY AGREED TO IN WRITING BY ATS, ATS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OTHER THAN AS SET FORTH IN THIS AGREEMENT.

ATS makes no warranty that the R360® Dashboard or eFactoryPro software will meet your requirements or operate under your specific conditions of use. ATS makes no warranty that operation of the R360® Dashboard or eFactoryPro software will be secure, error free, or free from interruption. YOU MUST DETERMINE WHETHER THE R360® DASHBOARD AND/OR THE eFACTORYPRO SOFTWARE SUFFICIENTLY MEETS YOUR REQUIREMENTS FOR SECURITY AND UNINTERRUPTABILITY. YOU BEAR SOLE RESPONSIBILITY AND ALL LIABILITY FOR ANY LOSS INCURRED DUE TO FAILURE OF THE R360® DASHBOARD OR eFACTORYPRO SOFTWARE TO MEET YOUR REQUIREMENTS. ATS WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR THE LOSS OF DATA ON ANY COMPUTER OR INFORMATION STORAGE DEVICE.

UNDER NO CIRCUMSTANCES SHALL ATS, ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS OR LOSS OF BUSINESS) RESULTING FROM THIS AGREEMENT, OR FROM THE FURNISHING, PERFORMANCE, INSTALLATION, OR USE OF THE R360® DASHBOARD OR eFACTORYPRO SOFTWARE, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, OR THE NEGLIGENCE OF ATS OR ANY OTHER PARTY, EVEN IF ATS IS ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT THE APPLICABLE JURISDICTION LIMITS ATS' ABILITY TO DISCLAIM ANY IMPLIED WARRANTIES, THIS DISCLAIMER SHALL BE EFFECTIVE TO THE MAXIMUM EXTENT PERMITTED.

12. Indemnification. You agree to indemnify and hold ATS and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the R360® Dashboard and/or the eFactoryPro software; (b) violation of this Agreement or any

law or regulation related thereto; or (c) violation of any right of a third party.

13. Limitation of Remedies and Damages. Your remedy for a breach of this Agreement or of any warranty included in this Agreement is the correction, repair, or replacement of the R360® Dashboard, or the eFactoryPro software, as the case may be. Selection of whether to correct or replace shall be solely at the discretion of ATS. ATS reserves the right to substitute a functionally equivalent copy of the R360® Dashboard or eFactoryPro software as a replacement. If ATS is unable to provide a replacement or substitute R360® Dashboard or eFactoryPro software, or corrections to the R360® Dashboard or eFactoryPro software, as the case may be, your sole alternate remedy shall be a refund of the purchase price for the R360® Dashboard or eFactoryPro software, exclusive of any costs for shipping and handling.

Any claim must be made within the applicable warranty period. All warranties cover only defects arising under normal use and do not include malfunctions or failure resulting from misuse, abuse, neglect, alteration, problems with electrical power, acts of nature, unusual temperatures or humidity, improper installation, or damage determined by ATS to have been caused by you. All limited warranties are granted only to you and are non-transferable. You agree to indemnify and hold ATS harmless from all claims, judgments, liabilities, expenses, or costs arising from your breach of this Agreement and/or acts or omissions.

14. United States Legal Compliance. You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

15. Cancellation of SMS Services and Customer Support. You can cancel the SMS services provided in conjunction with the R360® Dashboard or eFactoryPro software at any time by typing "STOP." If you experience any issues, you can get help at 1 (800) 662-4001 or (309) 693-4001.

16. Governing Law and Jurisdiction. This Agreement is governed by the laws of the State of Illinois, without regard to Illinois's conflict or choice of law provisions.

17. Severability and Waiver. If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. To the extent any express or implied restrictions are not permitted by applicable laws, these express or implied restrictions shall remain in force and effect to the maximum extent permitted by such applicable laws. Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter, nor shall the waiver of a breach constitute a waiver of any subsequent breach.

18. Changes to this Agreement. ATS reserves the right, at its sole discretion, to modify or replace this Agreement at any time. By continuing to access or use the R360® Dashboard after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Application.

19. Entire Agreement. This Agreement constitutes the entire agreement between you and ATS and supersedes all written or oral prior agreements or understandings with respect to your use of the R360® Dashboard.

ACKNOWLEDGEMENT

I acknowledge that I have read and understand the Advanced Technology Services, Inc. Reliability 360® Machine Health Monitoring Dashboard and eFactoryPro Software End User License Agreement, and I agree to be bound thereto. I agree to receive messaging from ATS at the phone number(s) and email address(es) I have provided. I understand that data rates may apply and that I can reply STOP to opt out of future messaging.