

FLUKE CONNECT® APPLICATION AND SERVICES END USER LICENSE AGREEMENT (EULA) AND SERVICES AGREEMENT

Last Updated: September 2, 2016

This End User License Agreement (EULA) and Services Agreement ("**Agreement**") governs your use of the Fluke Connect® application (the "**Licensed Application**") and associated Fluke Connect® services, including the Premium Services (defined in Section II.8 below), hosting, cloud storage and data processing services (collectively, the "Services"), which are accessed through the Licensed Application, the Fluke Connect® website, and the Fluke-branded devices, test tools, sensors and Wi-Fi routers that are Fluke Connect®-enabled (collectively, "**Fluke-branded Equipment**"). This Agreement is a binding agreement between you and Fluke Electronics Corporation and certain subsidiaries or affiliates (collectively, "**Fluke**" or "**we**" or "**us**" or "**our**"), and not with Apple Inc. or Google Inc. (the "**Application Store Providers**"). Fluke Electronics Corporation, not the Application Store Providers, is solely responsible for the Licensed Application and the content thereof and for the Services.

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT TERMS THAT AFFECT YOU AND YOUR USE OF THE LICENSED APPLICATION AND THE SERVICES. YOU REPRESENT THAT YOU ARE ENTERING INTO THIS AGREEMENT IN THE COURSE OF CARRYING ON BUSINESS OR FOR BUSINESS PURPOSES (AND NOT AS A CONSUMER). HOWEVER IN THE EVENT THAT ANY CONSUMER LAWS APPLY UNDER APPLICABLE LAW, THIS AGREEMENT DOES NOT AFFECT OR PREJUDICE ANY STATUTORY RIGHTS YOU MAY HAVE UNDER APPLICABLE LAW. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH COMPANY OR ENTITY TO THE TERMS OF THIS AGREEMENT, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL ALSO REFER TO THE COMPANY OR ENTITY WHICH YOU REPRESENT OR ARE EMPLOYED BY, ITS AFFILIATES, AND EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES. BY CLICKING THE "CREATE ACCOUNT" BUTTON, INSTALLING, COPYING, ACCESSING, USING OR UPDATING THE LICENSED APPLICATION, OR OTHERWISE ACCESSING OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT ON YOUR OWN BEHALF AND, AS APPLICABLE, ON BEHALF OF THE COMPANY OR ENTITY WHICH EMPLOYS YOU OR WHICH YOU REPRESENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL, COPY, OR USE THE LICENSED APPLICATION OR ANY OF THE SERVICES. PLEASE NOTE THAT, IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU DO NOT HAVE ANY RIGHT OR LICENSE TO ACCESS OR USE THE SERVICES. The Licensed Application is meant to be used with Fluke-branded Equipment and will collect information from both Fluke-branded Equipment and users of Fluke-branded Equipment. The Licensed Application and the Fluke Connect® website are intended for use only with the Services, or as otherwise permitted by Fluke. By using the Licensed Application or the Fluke Connect® website, you are using the Services. The information that is collected through the Licensed Application and the Services will be used and shared for various purposes, including without limitation to provide, maintain, and improve the Services that we ordinarily provide or which you have specifically requested and as is reasonably necessary to operate our business. This Agreement provides some information about how we collect, use, and share information about your use of the Licensed Application or the Services, but for more information about how Fluke collects, uses, and shares information, including about users of the Licensed Application and the Services or how you may opt-out of certain practices, please refer to our Privacy Policy, (a link to our Privacy Policy is available under Section III.26 below).

This Agreement is separated into three parts. Part I sets forth terms related to the Licensed Application, Part II sets forth terms related to the Services, and Part III sets forth general terms that are applicable to both the Licensed Application and the Services.

PART I: TERMS RELATED TO THE LICENSED APPLICATION

I.1. Ownership of Licensed Application. The Licensed Application is the valuable property of Fluke and our licensors and is protected by copyright and other intellectual property laws and treaties. Fluke, and our licensors, own all right, title and interest in and to the Licensed Application, including all copyright and other intellectual property rights therein.

I.2. License for the Licensed Application. The Licensed Application is licensed, not sold. Subject to the terms and conditions of this Agreement, Fluke grants you a limited, non-exclusive, non-transferable, non-sublicensable license to install and use the Licensed Application on certain iOS and Android products (each, a "Device") that you own or control and where appropriate, as permitted by the "Usage Rules" set forth in the App Store Terms of Service and the "Using our Service" rules in the Google Terms of Service (collectively, the "Usage Rules"). Fluke may provide updates and upgrades to the Licensed Application from time to time. The terms of this license will govern any updates or upgrades provided by Fluke that modify, replace or supplement the original Licensed Application, unless such update or upgrade is accompanied by a separate license in which case the terms of that separate license will govern.

I.3. License Restrictions. Except as expressly set out in this Agreement or as otherwise provided by applicable law, the license granted to you under Section I.2 of this Agreement does not allow you to do any of the following: (a) use the Licensed Application on any Device you do not own or lawfully control; (b) distribute, copy, license, rent, sell, publish, lease, assign or otherwise transfer the Licensed Application (except as expressly permitted by the Usage Rules) or any proprietary materials of Fluke to any third party; (c) reverse engineer, decompile, disassemble, or attempt to discover any source code or trade secrets related to the Licensed Application or any proprietary materials of Fluke; (d) modify, alter or create any derivative works of the Licensed Application or based on any proprietary materials of Fluke; (e) remove, alter, or obscure any copyright, trademark, service mark or other proprietary rights notice on or in the Licensed Application; (f) work around any technical limitations in the Licensed Application; or (g) use the Licensed Application for purposes for which it was not designed. Unless explicitly stated herein or otherwise by Fluke, nothing in this Agreement shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise.

I.4. Support Services. Fluke is not obligated to provide any support or maintenance services for the Licensed Application at this time. If you have any questions regarding the Licensed Application, please contact us at flukeconnectsales@fluke.com. The Application Store Providers have no obligation whatsoever to furnish any support or maintenance services with respect to the Licensed Application.

I.5. Product Claims. Fluke, not the Application Store Providers, is responsible for addressing any questions, comments or claims relating to the Licensed Application or your possession and use of the Licensed Application, including but not limited to: (a) product liability claims; (b) any claim that the Licensed Application fails to conform to the applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. If you have any questions or comments, please contact Fluke at:

Fluke Electronics Corporation
Attn: General Counsel
P.O. Box 9090 MS-203A
Everett, WA 98206-9090
USA
Email: flukeconnectsales@fluke.com

PART II: TERMS RELATED TO THE SERVICES

II.1. Registration; Account. In order to access and use the Services, you will be required to register for an account. When registering for an account, you cannot create an account name that incorporates a trademark or service mark without authorization from the mark owner. Fluke reserves the right to reclaim account names, or to take other reasonable action as necessary, on behalf of any business or individual that holds legal claim, including trademark and service mark rights, in a name. In consideration of your use of the Services, you agree to (a) provide accurate, current and complete account information; (b) maintain and promptly update your account information; (c) maintain the security of your password and accept all risks of unauthorized access to your account and the information you provide to us; and (d) promptly notify us if you discover or otherwise suspect any security breaches related to the Services.

II.2. Equipment. You are solely responsible for providing and maintaining at your own expense all Fluke-branded Equipment, equipment, software, services, and other items necessary to use the Services (including without limitation any batteries, computer or device hardware or software, modems, telephone service, and Internet access). Users may configure the Services settings to receive notifications of Fluke-branded Equipment readings and measurements as pre-set by the user. Non-use or deactivation of notifications may prevent you from receiving important information. Your decision to use or not use the notification settings is at your sole risk.

II.3. Ownership of the Services. Unless otherwise indicated in this Agreement, through the Services, or otherwise by Fluke, the Services and all content and other materials therein provided by Fluke or its third-party licensors, including, without limitation, the Fluke logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "**Content**"), are the proprietary property of Fluke or our licensors, as applicable, and are protected by U.S. and international copyright and other applicable laws.

II.4. Access to the Services. Subject to the terms and conditions of this Agreement, Fluke grants you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Services and Content solely for your use with Fluke-branded Equipment and in the regular course of your work.

II.5. Restrictions and Limitations. Except as otherwise provided by applicable law, the rights granted to you under Section II.4 of this Agreement does not include: (a) any resale of the Services or Content therein; (b) the collection or use of any product or service listings, pictures or descriptions; (c) the distribution, public performance or public display of any Content; (d) modifying or otherwise making any derivative uses of the Services or Content, or any portion thereof; (e) use of any data mining, robots or similar data gathering or extraction methods; (f) downloading (other than the page caching) of any portion of the Services, Content or any information contained therein, except as expressly permitted on the Services; or (g) any use of the Services or Content other than for their intended purposes. Unless explicitly stated herein or otherwise by Fluke, nothing in this Agreement shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise.

II.6. Fluke Connect® Content. The Services include features and areas in which you or other users may create, upload, transmit or store information collected via Fluke-branded Equipment, about you or other users and your or such other users' equipment, tools, or other property, including but not limited to text, sound, photos, videos, graphics, code, items or materials (collectively, "**Fluke Connect® Content**"). You understand that (i) Fluke Connect® Content you share may be viewable by others, including other users on your Fluke Connect® team ("**Team**") and any Team you join and those with whom you have elected to share Fluke Connect® Content; and (ii) when joining a Team, Fluke Connect® Content may be merged with the Team's Fluke Connect® Content, and it will not be possible to segregate or remove Fluke Connect® Content that has been merged with other Fluke Connect® Content if you later leave that Team. You agree that you are solely responsible for your Fluke Connect® Content, for your use of such interactive features and areas and that you use them at your own risk, and that if you wish to impose restrictions on individuals or entities with whom you share Fluke Connect® Content, you will need to

impose those obligations directly on those individuals or entities through arrangements other than this Agreement. You are solely responsible for any decision made by you in connection with any Fluke Connect® Content. Fluke makes no representation (i) as to the integrity or value of any Fluke Connect® Content; and (ii) that it will retain any Fluke Connect® Content or other information associated with Fluke Connect® Content in the event that the Licensed Application or the Services (or any features or portions thereof) are suspended, terminated, discontinued (temporarily or permanently), or otherwise made unavailable or in the event that this Agreement is suspended or terminated, for any reason whatsoever.

By using the Services, you agree not to create, upload, transmit, store, distribute or otherwise publish through the Services any of the following:

- Fluke Connect® Content that is reasonably likely to be unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- Fluke Connect® Content that is reasonably likely to constitute, encourage or provide instructions for a criminal offense, violate the rights of any party (including any right to privacy), or that would otherwise create liability or violate any local, state, national or international law;
- Fluke Connect® Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By uploading or transmitting any Fluke Connect® Content, you represent and warrant that you have the lawful right to distribute and reproduce such Fluke Connect® Content;
- Fluke Connect® Content that contains or depicts any statements, remarks or claims that do not reflect your honest views and experiences;
- Fluke Connect® Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- Unsolicited promotions, political campaigning, advertising or solicitations;
- Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers or other financial or personal information, except in furtherance of functionality within the Licensed Application as provided under Section II.6. (Fluke Connect® Content);
- Viruses, corrupted data or other harmful, disruptive or destructive files; or
- Fluke Connect® Content that, in the sole judgment of Fluke, is objectionable or which restricts or inhibits any other person from using or enjoying the Services, or which may expose Fluke or our users to any harm or liability of any type.

You further agree that you will not violate any law, contract, intellectual property or other third-party right or commit a tort in connection with your use of the Services, and that you are solely responsible for your conduct while using the Services. You agree that you will abide by this Agreement and will not:

- Use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden or impair the functioning of the Services in any manner;

- Send any unsolicited or unauthorized advertising, solicitations, promotional materials, spam, junk mail, chain letters or pyramid schemes, or harvest or collect the email addresses or other contact information of other users from the Services for the purpose of sending spam or other commercial messages;
- Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the Services or to extract data;
- Reverse engineer any aspect of the Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content or code of the Services (except as otherwise expressly provided by law);
- Use or attempt to use another user's account without express authorization from such user and Fluke;
- Attempt to circumvent any content filtering techniques Fluke employs, or attempt to access any service or area of the Services that you are not expressly authorized to access;
- Attempt to indicate in any manner that you have a relationship with us or that we have endorsed you or any products or services for any purpose;
- Engage in any harassing, intimidating, predatory or stalking conduct;
- Develop any third-party applications that interact with the Licensed Application or the Services without our prior written consent; or
- Use the Services for any illegal or unauthorized purpose or engage in, encourage, or promote any activity that violates this Agreement.

Except as otherwise provided under applicable law, Fluke is not responsible or liable for the conduct of, or your interactions with, any users of the Services (whether online or offline), nor is Fluke responsible or liable for any associated loss, damage, injury or harm. As a provider of interactive services, Fluke is not liable for any statements, representations or Fluke Connect® Content provided by our users through the interactive area of the Services. Although Fluke has no obligation to screen, edit or monitor any Fluke Connect® Content, Fluke reserves the right, and has absolute discretion, to remove, screen or edit any Fluke Connect® Content uploaded to or stored on the Services at any time and for any reason without notice, and you are solely responsible for creating backup copies of and replacing any Fluke Connect® Content you upload, transmit or store on the Services at your sole cost and expense. Any use of the Services in violation of this Agreement may result in, among all other rights and remedies available to Fluke under law, termination or suspension of your rights to use the Licensed Application and the Services.

II.7. Rights in Fluke Connect® Content. You retain all ownership rights in the Fluke Connect® Content you submit to Fluke through the Services. By uploading or transmitting Fluke Connect® Content through the Services, you grant Fluke, to the fullest extent permitted by applicable law, a nonexclusive, royalty-free, perpetual, irrevocable and fully transferable and sublicensable right to use, reproduce, modify, adapt, or translate the Fluke Connect® Content, in whole or in part, throughout the world to provide, maintain and improve the Services and other products and services offered by or on behalf of Fluke from time to time. By uploading or transmitting Fluke Connect® Content to the Services, you represent and warrant that (a) such Fluke Connect® Content is not subject to any third-party confidentiality obligations that would be breached by the access, use, storage and sharing contemplated by this Agreement; (b) you own and control all of the rights to the Fluke Connect® Content that you create, upload or transmit or you otherwise have all necessary rights to create, upload or transmit such

Fluke Connect® Content to the Services; (c) the Fluke Connect® Content is accurate and not misleading or harmful in any manner; and (d) the Fluke Connect® Content, and your use, uploading and transmitting thereof, does not and will not violate this Agreement or any applicable law, rule or regulation.

II.8. Additional Terms Related to Premium Services. In addition to the Services, we offer premium features and functionality (the “**Premium Services**”). Access to and use of the Premium Services may only be granted to you by an authorized Premium Services account holder (“**Premium Services Company**”) who has agreed to the terms of a relevant Premium Services agreement (a “**Premium Services Agreement**”) or Fluke. Any authorizations by a Premium Services Company to access and use Premium Services will only grant you rights to access and use the Premium Services in the work you do with that Premium Services Company. If you work with multiple Premium Services Companies and want to access the Premium Services in your work with each Premium Services Company, then each Premium Services Company must grant you rights to access and use the Premium Services. You agree not to use or access the Premium Services without the express written permission of a Premium Services Company or Fluke.

II.9. Suspension or Termination of Access to and Use of Premium Services. Your Premium Services Company may suspend or terminate, in its sole discretion, your access to and use of the Premium Services at any time. If you are no longer working with a Premium Services Company that granted you rights to access and use the Premium Services, you will no longer be permitted to access and use the Premium Services with that Premium Services Company. Similarly, if your Premium Services Company no longer has the right to grant you rights to access and use the Premium Services, you will no longer be permitted to access and use the Premium Services with that Premium Services Company.

PART III: GENERAL TERMS

III.1. Eligibility. The Licensed Application and the Services are not targeted towards, nor intended for use by, anyone under the age of 18 (or the age of majority in your country or jurisdiction of residence). By accepting the terms of this Agreement, you represent and warrant that you (a) are 18 years of age or older (or have reached the age of majority in your country or jurisdiction of residence); and (b) have the right, capacity, and authority to accept and be bound by this Agreement and that, in doing so, you will not violate any other agreement to which you are a party.

III.2. Confidentiality. Fluke agrees to treat the Fluke Connect® Content as your confidential information and will use the Fluke Connect® Content only for the purposes of performing its obligations under this Agreement and as otherwise permitted under this Agreement, and our Privacy Policy (a link to our Privacy Policy is available under Section III.26 below).

III.3. Rights In and Consent to Collect and Use Data. You agree that Fluke may collect the Fluke Connect® Content and any information associated with the Fluke Connect® Content or your use of the Licensed Application and the Services, including but not limited to information related to your access to and use of the Licensed Application and the Services, Device, other computer or electronic devices, system and application software, and peripherals, that are gathered in connection with Fluke's provision of the Licensed Application, the Services, software updates, product support, and other services related to the Licensed Application and the Services. You agree that Fluke may use this information and information about you to: (a) provide, maintain, and improve the Services and other products and services that may be offered by Fluke, or on behalf of Fluke, from time to time; (b) communicate with you about products, services, offers, surveys, contests, promotions, rewards and events offered by Fluke and others, with your prior permission or where otherwise permitted by applicable law; (c) provide news and information Fluke determines may be of interest to you, with your prior permission or where otherwise permitted by applicable law; (d) personalize the Services and provide advertisements, content, or features that match user profiles and interests; (e) monitor and analyze trends, usage, and activities in connection

with the Services and tools and those of third parties; and (f) respond to your questions, comments and requests. If you do not wish for Fluke to communicate with you in regard to (b) and (c) above, you may opt-out of future communications by contacting Fluke at flukeconnectsales@fluke.com or by clicking the "unsubscribe" link in any such communication. In some countries, you may have the right to opt-out of (d) and (e) above as well. To the extent that you provide us with any personal information relating to another individual, you must ensure that you have obtained the consent of this individual to the collection, use and/or disclosure of his/her personal information in accordance with the Privacy Policy and you represent and warrant to us that you have provided sufficient notice and obtained such consent prior to providing us with this personal information.

III.4. Sharing of Data. You agree that Fluke may share the Fluke Connect® Content and any information associated with the Fluke Connect® Content or your use of the Licensed Application and the Services as follows, subject to the requirements of applicable law: (a) with Fluke's ultimate parent company, Fortive Corporation, and other entities within the Fortive Corporation corporate family and their successors in interests and assigns, for the purposes outlined above; (b) with distributors, resellers, and channel partners in connection with our provision, maintenance, or improvement of the Services and other products and services offered by Fluke, or on behalf of Fluke, from time to time, with your prior permission or where permitted by applicable law; (c) with vendors, consultants, and other service providers who need access to such information to carry out work on Fluke's behalf; (d) in response to a request for information if Fluke believes disclosure is in accordance with any applicable law, regulation or legal process, or as otherwise required by any applicable law, rule or regulation; (e) if Fluke believes your actions are inconsistent with this Agreement, or to protect the rights, property and safety of Fluke or others; (f) in connection with, or during negotiations of (including due diligence), any merger, sale of company assets, financing or acquisition of all or a portion of Fluke's business to another company, subject to our taking such further steps as may be required by applicable law; and (g) with your consent or at your direction or as otherwise permitted by law.

III.5. Aggregated Data. You agree that Fluke may aggregate all or any portion of the Fluke Connect® Content and any information associated with the Fluke Connect® Content or your use of the Licensed Application and the Services (collectively, "**Aggregated Data**"). Fluke shall own exclusive rights, including without limitation all intellectual property rights, in and to the Aggregated Data and shall be entitled to the unrestricted use and sharing of the Aggregated Data for any purpose, commercial or otherwise, subject to compliance with applicable data protection and privacy law.

III.6. Trademarks. "Fluke," "Fluke Connect", "ShareLive", "TrendIt", "AutoRecord", "Fluke Cloud", and the Fluke logo and any other Fluke product or service names, logos or slogans that may appear in the Licensed Application or on the Services are trademarks of Fluke in the United States and in other countries, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Fluke. Third-party marks appearing in the Licensed Application or on the Services are owned by their respective companies and may not be used without permission of the applicable trademark holder. You may not use any metatags or other "hidden text" utilizing "Fluke" or any other name, trademark or product or service name of Fluke without our prior written permission. In addition, the look and feel of the Licensed Application and the Services, including all page headers, custom graphics, button icons and scripts, are the service mark, trademark and/or trade dress of Fluke and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Licensed Application or on the Services are the property of their respective owners. Reference to any products, services, processes or other information, by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by Fluke.

III.7. Third-Party Content. Fluke may provide third-party content in the Licensed Application or on the Services and may provide links to web pages and content of third parties (collectively, "**Third-Party Content**") as a service to those interested in this information. Fluke does not control, endorse or adopt

any Third-Party Content and makes no representations or warranties of any kind regarding the Third-Party Content, including without limitation regarding its accuracy or completeness. You acknowledge and agree that Fluke is not responsible or liable in any manner for any Third-Party Content and undertakes no responsibility to update or review any Third-Party Content. Users use such Third-Party Content at their own risk and are urged to review any applicable terms and conditions and privacy policies relating to Third-Party Content prior to using any Third-Party Content.

III.8. Advertisements and Promotions; Third-Party Products and Services. Fluke may display advertisements and promotions from third parties in the Licensed Application or on the Services or may otherwise provide information about or links to third-party products or services on the Services. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and such third party. Fluke is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or promotions or as the result of the presence of third-party information in the Licensed Application or on the Services. Users transact with such third parties at their own risk and are urged to review any applicable terms and conditions and privacy policies relating to such transactions and dealings prior to entering into any such transactions or dealings.

III.9. Feedback. You may submit to Fluke questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information or materials about Fluke, the Licensed Application, or the Services (collectively, "**Feedback**"). Feedback, whether submitted through the Licensed Application, the Services or otherwise, is non-confidential and shall become the sole property of Fluke. Fluke shall own exclusive rights, including all intellectual property rights, in and to such Feedback and shall be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

III.10. No Warranty. The laws of some states or jurisdictions do not allow the exclusion of implied warranties. To the extent that those laws apply, the exclusions set forth below and in this Agreement may not apply to you.

SUBJECT TO APPLICABLE LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT: (A) THE LICENSED APPLICATION AND THE SERVICES MAY CONTAIN BUGS, ERRORS, AND DEFECTS; (B) USE OF THE LICENSED APPLICATION AND THE SERVICES IS AT YOUR SOLE RISK; AND (C) THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. ACCORDINGLY, THE LICENSED APPLICATION AND THE SERVICES ARE PROVIDED "AS IS," "AS AVAILABLE," WITH ALL FAULTS, DEFECTS AND ERRORS AND WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FLUKE DISCLAIMS ALL WARRANTIES AND CONDITIONS (EXPRESS, LEGAL, OR IMPLIED AND ARISING BY LAW OR OTHERWISE) REGARDING THE LICENSED APPLICATION, THE SERVICES AND THEIR PERFORMANCE OR SUITABILITY FOR YOUR INTENDED USE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE, OR NON-INFRINGEMENT. EXCEPT FOR LIABILITY WHICH CANNOT BE EXCLUDED BY LAW, FLUKE SHALL HAVE NO LIABILITY OF ANY KIND FOR THE USE OF, OR INABILITY TO USE, THE LICENSED APPLICATION, THE SERVICES OR ANY SERVICE THAT THE LICENSED APPLICATION IS INTENDED TO ACCESS OR FOR ANY LOSS, CORRUPTION OR OTHER LIMITATION OF ACCESS TO OR USE OF DATA. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FLUKE DOES NOT WARRANT THAT THE LICENSED APPLICATION OR THE SERVICES WILL BE DELIVERED FREE OF ANY INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS ("FAULTS") OR IN A SECURE MANNER OR THAT ANY FAULTS WILL BE CORRECTED. NO VERBAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY FLUKE OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY. IN THE EVENT THAT THE LICENSED APPLICATION OR THE SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE

COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. THIS DOES NOT AFFECT ANY STATUTORY RIGHTS YOU MAY HAVE UNDER APPLICABLE LAW.

THE APPLICATION STORE PROVIDERS HAVE NO WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE LICENSED APPLICATION OR THE SERVICES AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS, OR EXPENSES ATTRIBUTABLE TO ANY FAILURE OF THE LICENSED APPLICATION.

III.11. Indemnification. You agree to defend, indemnify, and hold harmless Fluke, its affiliates, independent contractors and service providers, and each of their respective members, managers, partners, equity owners, directors, officers, employees, representatives and agents (collectively, "**Representatives**") from and against all claims, suits, proceedings, actions, damages, costs, liabilities and expenses (including but not limited to reasonable attorneys' fees, and whether pending, threatened, settled or otherwise) arising out of or related to your use of, or inability to use, the Licensed Application or the Services. In the event of any claim that the Licensed Application, or your possession or use thereof, or the Services infringe any intellectual property rights of a third party, you agree to contact Fluke directly, and the Application Store Providers will not be responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim. Fluke will, at its option and expense, terminate the license granted herein, settle, or defend the claim.

III.12. Limitation of Liability. THE LAWS OF SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. TO THE EXTENT THOSE LAWS APPLY, THE EXCLUSIONS AND LIMITATIONS SET FORTH BELOW AND IN THIS AGREEMENT MAY NOT APPLY TO YOU. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FLUKE AND ITS REPRESENTATIVES SHALL HAVE NO LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, EXTRA-CONTRACTUAL OR CIVIL LIABILITY OR OTHERWISE) FOR ANY DAMAGES SUSTAINED BY YOU ARISING FROM YOUR USE OR INABILITY TO USE THE LICENSED APPLICATION OR THE SERVICES, INCLUDING WITHOUT LIMITATION ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR LOSS OF DATA, OR LOSS OF REVENUE, PROFIT, ANTICIPATED SAVINGS OR OTHER ECONOMIC LOSSES, EVEN IF FLUKE OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF ANY CLAIM BY YOU AGAINST FLUKE OR ITS REPRESENTATIVES, TO THE EXTENT NOT PROHIBITED BY LAW, YOU SHALL BE PERMITTED TO RECOVER ONLY DIRECT DAMAGES FOR THE GREATER OF \$10.00 OR THE AMOUNT YOU PAID FOR THE LICENSED APPLICATION OR THE SERVICES IN THE PAST TWELVE MONTHS.

III.13. Transfer and Processing of Data. By installing, accessing and using the Licensed Application and by accessing and using the Services, you consent to the processing and transfer of your personal information in and to the United States and other countries.

III.14. No Export. You may not use or otherwise export or re-export the Licensed Application or any content contained therein, except as authorized by United States law and the laws of the jurisdiction in which the Licensed Application or any content was obtained. In particular, but without limitation, the Licensed Application and the content contained therein may not be exported or re-exported (a) into any U.S. embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Licensed Application, you represent and warrant that you are not located in any such country or on any such list.

III.15. Legal Compliance. You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties. You agree to comply with all applicable laws and regulations, including U.S. export control laws,

and all applicable third-party terms or agreements in the use of the Licensed Application and the Services.

III.16. Commercial Items. If this Agreement is entered into by any agency of the United States government, such agency acknowledges that (a) the Licensed Application constitutes "commercial computer software" or "commercial computer software documentation" for purposes of 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable and (b) such agency's rights are limited to those specifically granted under this Agreement.

III.17. Third-Party Beneficiaries. The Application Store Providers and their subsidiaries are intended third-party beneficiaries of this Agreement. Upon your acceptance of this Agreement, the Application Store Providers will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof.

III.18. Termination of the Licenses. Any use of the Licensed Application, the Services or Content other than as specifically authorized under this Agreement, without the prior written permission of Fluke, is strictly prohibited and will terminate the licenses granted herein. Such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws and applicable communications regulations and statutes. The licenses granted under this Agreement are revocable at any time.

III.19. Termination of the Agreement. You may terminate this Agreement at any time by (a) ceasing use of the Licensed Application and the Services and (b) deleting all copies of the Licensed Application in your possession or control. Fluke reserves the right to change, suspend, remove, discontinue, or disable access to the Licensed Application and the Services at any time, with or without notice, and to terminate your license to use the Licensed Application and the Services at any time, for any or no reason. In the event of termination, the licenses granted to you herein will automatically terminate and you must immediately cease all use of the Licensed Application and the Services and destroy all copies of the Licensed Application within your possession or control.

III.20. Remedy. Notwithstanding any Section in the Premium Services Agreement which provides for a specific remedy, we reserve the right to seek all remedies available by law and in equity for any violation of this Agreement. Any rights not expressly granted herein are reserved.

III.21. Survival. The following sections will survive the expiration or termination of this Agreement and the termination of your Fluke Connect® account: Sections I.1, I.3, I.5, II.3, II.5-II.9, III.2-III.17, and III.20-III.24.

III.22. Modifications. Fluke reserves the right to modify or discontinue, temporarily or permanently, the Licensed Application or the Services (or any features or portions thereof) with or without prior notice. You agree that Fluke will not be liable for any modification, suspension or discontinuance of the Licensed Application or the Services (or any part thereof).

III.23. Governing Law; Jurisdiction. To the full extent permitted by applicable law, this Agreement is governed by the laws of the State of Washington, USA, without regard to its choice or conflicts of law principles that might refer the interpretation or enforcement of this Agreement to the laws of any other jurisdiction. You hereby irrevocably consent, and irrevocably waive any right to object, to the jurisdiction and venue of the state and federal courts located in King County, Washington with respect to any proceeding regarding this Agreement or the Licensed Application. You will not prosecute any action, suit, proceeding or claim arising under or by reason of this Agreement or the Licensed Application except in such courts. The parties expressly exclude the application of the UN Convention on Contracts for the International Sale of Goods to this Agreement.

III.24. Miscellaneous. If any provision of this Agreement is found to be invalid or unenforceable, such provision will be deemed to be restated to reflect the original intention of the parties to the maximum extent possible and in accordance with applicable law, and the remaining provisions, terms, covenants, and restrictions of this Agreement will remain in full force and effect. You may not assign this Agreement or any of your rights under this Agreement without the prior written consent of Fluke, which may be granted or conditioned in its absolute discretion, and any attempted assignment without such consent shall be null and void. Subject to the foregoing restriction, this Agreement will be fully binding upon, inure to the benefit of, and be enforceable by Fluke and our respective successors and assigns. Any failure by Fluke to insist upon or enforce performance by you of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement or otherwise by law will not be construed as a waiver or relinquishment of any right to assert or rely upon the provision, right or remedy in that or any other instance; rather, the provision, right or remedy will be and shall remain in full force and effect. This Agreement does not create any reasonable expectation or promise that the Services will not contain any content that is prohibited by this Agreement. This Agreement, and the terms and policies incorporated by reference, sets forth the entire agreement between you and Fluke with respect to your use of the Licensed Application and the Services.

III.25. Developer Name and Address. If you have any questions, complaints, or claims with respect to the Licensed Application or the Services, please contact us at:

Fluke Electronics Corporation
Attn: General Counsel
P.O. Box 9090
MS-203A
Everett, Washington 98206-9090
Email: flukeconnectsales@fluke.com

III.26. Privacy Policy. Our Privacy Policy is available here:
http://fclegaldocs.connect.fluke.com/en/FC_PP.pdf.