

PREMIUM SERVICES AGREEMENT

Last Updated: September 2, 2016

This Premium Services Agreement ("**Premium Services Agreement**") governs your (the "**Premium Services Company**") use of the premium features and functionality ("**Premium Services**") that are provided by Fluke Corporation and certain subsidiaries or affiliates (collectively, "**Fluke**" or "**we**" or "**us**" or "**our**"), including without limitation your ability to grant Fluke Connect® users (including Team Administrators as defined in Section 3 below, together the "**Permitted Users**") access to the Premium Services (collectively, the "**Premium Services Plan**"). A separate and distinct End User License Agreement (EULA) and Services Agreement ("**Agreement**") governs the use of the Fluke Connect® application (the "**Licensed Application**") and associated Fluke Connect® services, including the Premium Services, 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**"). In the event of any conflict or inconsistency between this Premium Services Agreement and provisions of the Agreement, this Premium Services Agreement will prevail.

PLEASE READ THIS PREMIUM SERVICES AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT TERMS THAT AFFECT YOU AND YOUR ABILITY TO LICENSE THE PREMIUM 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 PREMIUM SERVICES 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 PREMIUM SERVICES AGREEMENT, IN WHICH CASE THE TERMS "YOU", "YOUR", OR "PREMIUM SERVICES COMPANY" SHALL REFER TO THE COMPANY OR ENTITY WHICH YOU REPRESENT OR ARE EMPLOYED BY ITS AFFILIATES, AND EACH OF THEIR DIRECTORS, OFFICERS, AGENTS AND REPRESENTATIVES. BY CLICKING THE "CREATE ACCOUNT" BUTTON, REGISTERING FOR A FREE TRIAL, PURCHASING A PREMIUM SERVICES PLAN, REDEEMING AN ACTIVATION CODE, OR OTHERWISE OBTAINING, ACCESSING OR USING A PREMIUM SERVICES PLAN, YOU AGREE TO BE BOUND BY THE TERMS OF THIS PREMIUM SERVICES AGREEMENT ON YOUR OWN BEHALF OR, 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 PREMIUM SERVICES AGREEMENT, DO NOT MAKE USE OF THE PREMIUM SERVICES OR A PREMIUM SERVICES PLAN. PLEASE NOTE THAT, IF YOU DO NOT AGREE TO THE TERMS OF THIS PREMIUM SERVICES AGREEMENT, YOU DO NOT HAVE ANY RIGHT TO MAKE USE OF THE PREMIUM SERVICES OR A PREMIUM SERVICES PLAN. 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 Premium Services will be used and shared for various purposes, including without limitation to provide, maintain, and improve the Premium Services that we ordinarily provide or which you have specifically requested and as is reasonably necessary to operate our business. This Premium Services Agreement provides some information about how we collect, use, and share information about your use of the Premium Services, but for more information about how Fluke collects, uses, and shares information about your use of the Premium 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 36 below).

1. Premium Services Plan. You may obtain a Premium Services Plan for a specified term (the “**Premium Services Period**”) as part of a Free Trial (as defined in Section 4 below); by purchasing a Premium Services Plan (see Section 5 below); or by using an Activation Code (as defined in Section 15 below), to be used with a specific Fluke Connect® team (“**Team**”) and as specified in the Premium Services Pricing (a link to the Premium Services Pricing is available under Section 37 below). During the terms of your Premium Services Plan, Fluke grants you a limited, revocable, non-exclusive, non-transferable, and non-sublicensable license to access and use the Premium Services in the regular course of your work and the right to grant a limited number of Permitted Users, as specified in the Premium Services Pricing (a link to the Premium Services Pricing is available under Section 37 below), the right to access and use the Premium Services in the regular course of their work, in connection with a specific Team. You may not transfer Premium Service Plans across Teams. You are responsible for your Permitted Users’ compliance with this Premium Services Agreement.

2. Permitted Users’ Use of the Premium Services. You are responsible for identifying and authenticating all Permitted Users, for approving access by such Permitted Users to the Premium Services, for controlling against unauthorized access or use by Permitted Users, and for maintaining the confidentiality of user names, passwords and account information. Fluke is not responsible for any harm caused by your Permitted Users, including individuals who were not authorized to have access to the Premium Services but who were able to gain access because user names, passwords or accounts were not terminated on a timely basis in your local identity management infrastructure, your local computers, or otherwise. You are responsible for all activities that occur under or in connection with your and your Permitted Users’ user names, passwords or accounts or as a result of your or your Permitted Users’ access to the Premium Services and the Services, and agree to notify Fluke immediately in writing of any unauthorized use. You agree to make every reasonable effort to prevent unauthorized third parties from accessing the Premium Services.

3. Granting Access to Permitted Users. You must designate one or more Permitted Users as an administrator of a Team (“**Team Administrator**”) for each of your Premium Services Plans. You agree that the Team Administrator may, on your behalf, grant and revoke the Premium Services’ access and use rights of other Permitted Users on the relevant Team, at any time and for any reason. You may change your Team Administrator(s) at any time and for any reason.

4. Free Trials Related to Premium Services. Your Premium Services Plan may start with a free trial (the “**Free Trial**”). The Free Trial term for your Premium Services Plan is specified in our Premium Services Pricing (a link to the Premium Services Pricing is available under Section 37 below). For combinations with other offers, restrictions may apply. Free trials are for new and former Premium Services Companies only. Fluke reserves the right, in its absolute discretion, to determine your Free Trial eligibility and to modify or cancel a Free Trial or a Free Trial offer at any time. WE WILL NOT AUTOMATICALLY CONVERT YOUR FREE TRIAL INTO A PAID PREMIUM SERVICES PLAN, AND FLUKE MAKES NO GUARANTEE AND UNDERTAKES NO OBLIGATION TO ALERT YOU OF THE EXPIRATION OF YOUR FREE TRIAL. IF YOU WISH TO CONTINUE YOUR PREMIUM SERVICES PLAN AFTER THE EXPIRATION OF THE FREE TRIAL WITHOUT INTERRUPTION, YOU MUST PURCHASE A PREMIUM SERVICES PLAN PRIOR TO THE EXPIRATION OF YOUR FREE TRIAL IN ACCORDANCE WITH THE TERMS SET OUT IN THE PREMIUM SERVICES PRICING (A LINK TO THE PREMIUM SERVICES PRICING IS AVAILABLE UNDER SECTION 37 BELOW). IF YOUR FREE TRIAL EXPIRES PRIOR TO THE START OF YOUR PAID PREMIUM SERVICES PLAN, FLUKE IS NOT RESPONSIBLE OR LIABLE FOR ANY ASSOCIATED LOSS, DAMAGE, INJURY OR HARM ARISING FROM THE EXPIRATION OF THE FREE TRIAL OR OTHERWISE IN CONNECTION WITH ANY TERMINATION OF YOUR PREMIUM SERVICES PLAN, EXCEPT TO THE EXTENT SUCH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

5. Payment Terms Related to Premium Service Plans. You may purchase a **Premium Service Plan** by making a one-time payment ("**One Time Payments**"), and as a convenience to you, Fluke may also offer the option to opt-in to recurring automatic One-Time Payments for an on-going period of time (the "**Renewal Period**"), as specified in the Premium Services Pricing (a link to the Premium Services Pricing is available under Section 37 below).

6. Payment and Billing Information. By providing a credit card or other payment method that we accept, you represent and warrant that you are authorized to use the designated payment method and you hereby authorize Fluke (or our third party payment processor) to charge your payment method for the total amount of your One Time Payment (and continuously during any Renewal Period in accordance with Section 8 below) or other purchase (including any applicable taxes and other charges) (collectively, as applicable, an "**Order**"). If the payment method cannot be verified, is invalid or is otherwise not acceptable, your Order may be suspended or cancelled, in accordance with applicable law. You must resolve any problem we encounter in the Order to proceed with your Order. In the event you wish to change or update payment information associated with your Fluke account, you may do so at any time by logging into your account and editing your payment information. You acknowledge and agree that the amount billed may vary due to promotional offers, changes to your Renewal Period or changes in applicable taxes or other charges, and you hereby authorize Fluke (or our third party payment processor) to charge your payment method for the corresponding amount. However, if we change the amounts or other charges associated with your Renewal Period, we will provide advance notice of such changes.

7. One Time Payments. When you place an Order with a One Time Payment, you expressly acknowledge and agree that Fluke (or our third party payment processor) is authorized to charge your designated payment method for the total amount of your Order (including any applicable taxes and other charges).

8. Opt-In to a Renewal Period. IF YOU OPT-IN TO A RENEWAL PERIOD, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT (A) FLUKE (OR OUR THIRD-PARTY PAYMENT PROCESSOR) IS AUTHORIZED TO CHARGE YOUR DESIGNATED PAYMENT METHOD IN THE APPLICABLE AMOUNT (INCLUDING ANY APPLICABLE TAXES AND OTHER CHARGES) ON A RECURRING BASIS (I.E., UPON SIGNUP AND AGAIN AT THE END OF EACH APPLICABLE RENEWAL PERIOD) FOR AS LONG AS YOUR RENEWAL PERIOD CONTINUES, AND (B) YOUR PREMIUM SERVICES PLAN IS CONTINUOUS UNTIL YOU CANCEL IT (AS DESCRIBED IN SECTION 9 BELOW) OR WE SUSPEND OR STOP PROVIDING ACCESS TO THE SERVICES OR THE PREMIUM SERVICES IN ACCORDANCE WITH THIS PREMIUM SERVICES AGREEMENT OR THE AGREEMENT. TO MAKE AUTOMATIC RECURRING PAYMENTS FOR YOUR PREMIUM SERVICES PLAN, YOU MUST MAINTAIN PROPER AND COMPLETE INFORMATION FOR A DESIGNATED PAYMENT METHOD AT ALL TIMES.

9. Cancellation of Renewal Period. YOU MAY CANCEL YOUR RENEWAL PERIOD AT ANY TIME BY (A) EMAILING US AT flukeconnectsales@fluke.com AND FOLLOWING THE INSTRUCTIONS, IF ANY, IN THE EMAIL WE SEND YOU IN RESPONSE TO YOUR CANCELLATION REQUEST OR (B) MODIFYING YOUR PAYMENT OPTIONS ACCORDING TO THE CANCELLATION PROCESS SET FORTH IN OUR PREMIUM SERVICES PRICING (A LINK TO THE PREMIUM SERVICES PRICING IS AVAILABLE UNDER SECTION 37 BELOW). YOU ARE RESPONSIBLE FOR ALL CHARGES (IN ADDITION TO ANY APPLICABLE TAXES AND OTHER CHARGES) INCURRED BEFORE THE DATE OF YOUR CANCELLATION. ALL CANCELLATIONS ARE SUBJECT TO OUR REFUND TERMS AS STATED IN SECTION 14 BELOW. You authorize Fluke (or our third-party payment processor) to charge your designated payment method in the amount of any outstanding balance that may be due to Fluke upon cancellation of your Premium Services, the Services, this Premium Services Agreement, or the Agreement. Any disputes to charges under this Premium Services Agreement must be made within the time period set forth in our Premium Services Pricing (a link to the Premium Services Pricing is available under Section 37 below), and you accept all charges not disputed within this period. Any amounts not

paid when due will bear interest at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, computed and compounded daily until the date paid. You are responsible for any additional amounts incurred by Fluke or others associated with collecting any overdue payments, including without limitation reasonable attorneys' fees. Fluke reserves all rights and remedies to enforce and collect on all amounts payable by you to Fluke under this Premium Services Agreement.

10. Suspension or Termination. Fluke may suspend or terminate, in its sole discretion but subject to applicable law, your Premium Services Plans if you fail to pay any amounts due for any of your Premium Services Plans or if you or your Permitted Users otherwise breach the terms of this Premium Services Agreement. Any use of the Premium Services Plans other than as specifically authorized under this Agreement, without the prior written permission of Fluke, is strictly prohibited, constitutes a breach of this Agreement, and may result in termination of any or all Premium Service Plans, at Fluke's sole discretion. Such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws and applicable communications regulations and statutes.

11. Pricing and Availability. Prices are shown in the currency of your country of residence or as specified in our Premium Services Pricing (a link to the Premium Services Pricing is available under Section 37 below) and applicable taxes and other charges, if any, are additional. We reserve the right to adjust prices as we may determine in our sole discretion, at any time and without notice; provided, however, that if we change the amounts or other charges associated with your Renewal Period, we will provide advance notice of such changes. We will not, however, be able to notify you of changes in any applicable taxes. The automatic renewal of your Renewal Period will confirm your acceptance of such changes, unless you cancel your Renewal Period in accordance with the cancellation policies set forth in this Premium Services Agreement.

12. Taxes and VAT. We will collect applicable sales tax, VAT and other related taxes ("Taxes") on Premium Services Plans where we have determined that we have a duty to collect Taxes. If a Premium Services Plan is subject to Taxes, you agree that the amount of Taxes shown at checkout may be adjusted. Several factors may cause this, such as variances between processor programs and changes in Tax rates.

13. No Resale. You are not permitted to resell or otherwise transfer your Premium Services Plan for commercial purposes without the express written permission of Fluke, which Fluke is under no obligation to provide. If you wish to resell or otherwise transfer your Premium Services Plan, contact Fluke at flukeconnectsales@fluke.com.

14. Refunds. EXCEPT AS MAY OTHERWISE BE SPECIFIED IN THE PREMIUM SERVICES PRICING (A LINK TO THE PREMIUM SERVICES PRICING IS AVAILABLE UNDER SECTION 37 BELOW), PAYMENTS ARE NONREFUNDABLE AND FLUKE IS NOT OBLIGATED TO ISSUE REFUNDS OR CREDITS FOR PARTIALLY USED PREMIUM SERVICES PERIODS. Following any cancellation by you, however, you will continue to have access to your Premium Services Plan through the end of your current billing period. At any time, and for any reason, we may provide a refund, discount, or other consideration to you ("Credits"). The amount and form of such Credits, and the decision to provide them, are at our sole and absolute discretion. The provision of Credits in one instance does not entitle you to Credits in the future for similar instances, nor does it obligate us to provide Credits in the future, under any circumstance. NO REFUNDS ARE AVAILABLE AS PART OF ANY SUSPENSION OR DISCONTINUATION OF THE PREMIUM SERVICES, THE SERVICES, OR A PREMIUM SERVICE PLAN OR TERMINATION OF THIS PREMIUM SERVICES AGREEMENT (IN ACCORDANCE WITH SECTION 10 ABOVE AND SECTIONS 30 AND 32 BELOW) OR THE AGREEMENT. THIS DOES NOT AFFECT ANY STATUTORY RIGHTS YOU MAY HAVE UNDER APPLICABLE LAW.

15. Activation Code. Your Premium Services Plan may be activated with a code provided by Fluke (an "Activation Code"), as specified in our Premium Services Pricing (a link to the Premium Services is

available in Section 37 below) or other communication we may have with you. Each Activation Code may only be used once, and is thereafter considered expired. If you have an Activation Code which has expired but you think should not have expired, you may contact us at flukeconnectsales@fluke.com to dispute the status of your Activation Code. Fluke is under no obligation to re-activate any expired Activation Codes. UPON EXPIRATION OF THE TERM ASSOCIATED WITH YOUR ACTIVATION CODE, WE WILL NOT AUTOMATICALLY CONVERT YOUR PREMIUM SERVICES PLAN INTO A PAID PREMIUM SERVICES PLAN OR OTHERWISE EXTEND THE TERM OF YOUR PREMIUM SERVICES PLAN, AND FLUKE MAKES NO GUARANTEE AND UNDERTAKES NO OBLIGATION TO ALERT YOU OF THE EXPIRATION OF YOUR PREMIUM SERVICES PLAN. IF YOU WISH TO CONTINUE YOUR PREMIUM SERVICES PLAN AFTER THE EXPIRATION OF THE TERM RELATED TO YOUR ACTIVATION CODE, YOU MUST PURCHASE A PREMIUM SERVICES PLAN PRIOR TO THE EXPIRATION OF THE TERM RELATED TO YOUR ACTIVATION CODE IN ACCORDANCE WITH THE TERMS SET OUT IN THE PREMIUM SERVICES PRICING (A LINK TO THE PREMIUM SERVICES PRICING IS AVAILABLE UNDER SECTION 37 BELOW). IF THE TERM RELATED TO YOUR ACTIVATION CODE EXPIRES PRIOR TO THE START OF YOUR PAID PREMIUM SERVICES PLAN, FLUKE IS NOT RESPONSIBLE OR LIABLE FOR ANY ASSOCIATED LOSS, DAMAGE, INJURY, PREJUDICE, OR HARM ARISING FROM THE EXPIRATION OF YOUR PREMIUM SERVICES PLAN OR OTHERWISE IN CONNECTION WITH ANY TERMINATION OF YOUR PREMIUM SERVICES PLAN, EXCEPT TO THE EXTENT SUCH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

16. Eligibility. The Premium Services, and the Premium Services Plans 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 Premium Services 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 Premium Services Agreement and that, in doing so, you will not violate any other agreement to which you are a party. If you are entering into this Premium Services Agreement in your work or business capacity or 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 Premium Services Agreement

17. Confidentiality. Fluke agrees to treat all information provided by you and your Permitted Users in connection with your and your Permitted Users' access and use of the Premium Services and all information provided by you in the course of obtaining a Premium Services Plan (together, "**Premium Services Plan Data**") as your confidential information and will use such information only for the purposes of performing its obligations under this Premium Services Agreement and as otherwise provided under the Agreement, and our Privacy Policy (a link to our Privacy Policy is available under Section 36 below).

18. Rights In and Consent to Collect and Use Data. You agree that Fluke may collect the Premium Services Plan Data and any information associated with the Premium Services Plan Data or your use of the Licensed Application and the Premium Services, including but not limited to information related to your access to and use of the Licensed Application and the Premium Services, computer or electronic devices, system and application software, and peripherals, that are gathered in connection with Fluke's provision of the Licensed Application, the Premium Services, software updates, product support, and other services related to the Licensed Application and the Premium Services. You agree that Fluke may use this information and information about you to: (a) provide, maintain, and improve the Premium 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 Premium 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 Premium 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.

19. Sharing of Data. You agree that Fluke may share the Premium Services Plan Data and any information associated with the Premium Services Plan Data or your use of the Licensed Application and the Premium 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 Premium Service Plan 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 Premium Services 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.

20. Aggregated Data. You agree that Fluke may aggregate all or any portion of the Premium Services Plan Data and any information associated with the Premium Services Plan Data or your use of the Licensed Application and the Premium Services Plan (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.

21. 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 Premium 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 Premium 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 Premium 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 Premium 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.

22. Third-Party Content. Fluke may provide third-party content on the Premium 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.

23. Advertisements and Promotions; Third-Party Products and Services. Fluke may display advertisements and promotions from third parties in the Premium Services or may otherwise provide information about or links to third-party products or services on the Premium 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 Premium 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.

24. Feedback. You may submit to Fluke questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information or materials about Fluke or the Premium Services Plan (collectively, "**Feedback**"). Feedback submitted through the Premium 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.

25. 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 Premium Service Agreement may not apply to you.

SUBJECT TO APPLICABLE LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT: (A) THE PREMIUM SERVICES MAY CONTAIN BUGS, ERRORS, AND DEFECTS; (B) USE OF THE PREMIUM SERVICES IS AT YOUR SOLE RISK; AND (C) THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. ACCORDINGLY, THE PREMIUM 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 PREMIUM 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 PREMIUM 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 PREMIUM 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 PREMIUM SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION.

26. 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, offices, 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 and your Permitted Users use of, or inability to use, the Premium Services or the Premium Services Plan.

27. 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 PREMIUM SERVICES AGREEMENT MAY NOT APPLY TO YOU. 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 OR YOUR PERMITTED USERS ARISING FROM YOUR USE OF OR INABILITY TO USE THE PREMIUM SERVICES OR THE PREMIUM SERVICES PLAN, 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 A PREMIUM SERVICES PLAN IN THE PAST TWELVE MONTHS.

28. Transfer and Processing of Data. By obtaining a Premium Services Plan, you consent to the processing and transfer of Premium Services Plan Data relating to you in and to the United States and other countries.

29. 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 Premium Services.

30. Termination of the Agreement; Remedy. You may terminate this Premium Services Agreement at any time by canceling or terminating your Premium Services Plans. Terms applicable to cancellation or termination of Premium Services Plans are specified in the Premium Services Pricing (a link to the Premium Services Pricing is available under Section 37 below). Fluke reserves the right to change, suspend, remove, discontinue, or disable access to the Premium Services Plans at any time, with or without notice, and to terminate your Premium Services Plans at any time, for any or no reason. In the event of termination, your Premium Services Plans will automatically terminate and you and your Permitted Users must immediately cease all use of the Premium Services. Notwithstanding any Section in this 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 Premium Services Agreement. Any rights not expressly granted herein are reserved.

31. Survival. The following sections will survive the expiration or termination of this Premium Services Agreement and the termination of your Fluke Connect® account: all defined terms and Sections 2, 9, 14, 17-29, and 31-34.

32. Modifications. Fluke reserves the right to modify or discontinue, temporarily or permanently, the Premium 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 Premium Services (or any part thereof).

33. Governing Law; Jurisdiction. To the full extent permitted by applicable law, this Premium Services 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 Premium Services 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 Premium Services Agreement. You will not prosecute any action, suit, proceeding or claim arising under or by reason of this Premium Services Agreement 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.

34. Miscellaneous. If any provision of this Premium Services 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 Premium Services Agreement will remain in full force and effect. You may not assign this Premium Services Agreement or any of your rights under this Premium Services 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 Premium Services 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 Premium Services Agreement or to exercise any rights or remedies under this Premium Services 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 Premium Services Agreement does not create any reasonable expectation or promise that the Premium Services will not contain any content that is prohibited by this Premium Services Agreement. Unless otherwise indicated in this Premium Services Agreement, this Premium Services 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 Premium Services.

35. Developer Name and Address. If you have any questions, complaints, or claims with respect to the Premium Services or the Premium Services Plan, please contact us at:

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

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

37. Premium Services Pricing. The Premium Services Pricing is available here:
https://fclegaldocs.connect.fluke.com/Premium_Services_Pricing_9_7.pdf