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RELIABILITY 360® MACHINE HEALTH MONITORING DASHBOARD
AND eFACTORYPRO SOFTWARE
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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.