



# End User License Agreement (EULA) for JAS Remote Monitoring Software

Rev B - Last Updated: 4/22/2024

This End User License Agreement ("EULA") is a legal agreement between you (the "End User" or "you") and **Jensen Applied Sciences LLC** (DBA JAS Monitoring - "we", "us", "our") for the JAS Remote Monitoring Software ("Software"). By accessing or using the Software, you acknowledge that you have read, understood, and agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, you are not authorized to access or use the Software.

It is important to note that your use of our Software is also subject to our Terms of Service, which can be found here: <https://jasmonitoring.com/legal>.

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## 1. Grant of License

Following the establishment of a business relationship with JAS Monitoring, we grant you a non-exclusive, non-transferable, limited license to access and use the Software solely for monitoring your own equipment and machines. You may not:

- 1.1. Sublicense or distribute the Software to any third party.
- 1.2. Modify, reverse engineer, decompile, or disassemble the Software.
- 1.3. Use the Software for any illegal or unauthorized purpose.

## 2. Software Ownership

The Software and all intellectual property rights therein are and shall remain the exclusive property of JAS Monitoring. You acknowledge that the Software is protected by copyright, trademark, and other intellectual property laws.

## 3. Data Privacy

We are committed to protecting your privacy. We will collect and use your data only in accordance with our Privacy Policy, which is available on our website at <https://jasmonitoring.com/legal>.

#### 4. Disclaimer of Warranties

THE SOFTWARE IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WE DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SOFTWARE WILL FUNCTION WITHOUT INTERRUPTION OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SOFTWARE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

#### 5. Limitation of Liability

IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 6. Term and Termination

This EULA shall commence upon your first access to the Software and shall continue until terminated by you or us. You may terminate this EULA by ceasing to use the Software. We may terminate this EULA at any time for any reason, with or without notice to you. Upon termination of this EULA, you shall cease all use of the Software.

#### 7. Governing Law

This EULA shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflict of laws principles.

#### 8. Entire Agreement

This EULA constitutes the entire agreement between you and us with respect to the Software and supersedes all prior or contemporaneous communications and proposals, whether oral or written.

#### 9. Severability

If any provision of this EULA is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

## 10. Updates to this EULA

We may update this EULA from time to time. We will notify you of any changes by posting the new EULA on our website. You are advised to review this EULA periodically for any changes. Your continued use of our Services after the revised EULA is posted constitutes your acceptance of the revised EULA.

## 11. Waiver

No waiver of any breach of this EULA shall constitute a waiver of any other breach or any right hereunder.

## 12. Contact Us

If you have any questions about this EULA, please contact us at [Team@JensenAppliedSciences.com](mailto:Team@JensenAppliedSciences.com).

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JAS Monitoring reserves the right to modify this EULA at any time without prior notice.