

MaintMaster® General License

Thank you for using MaintMaster reliability software and services (“Services”). The services are provided by MaintMaster Systems AB (“MaintMaster”), Sweden.

By using our services, you are agreeing to these terms on behalf of a business. Please read them carefully. Make sure you have the necessary rights to accept these terms before using our services.

1. MaintMaster Terms of Service

Every physical user, every person using the services, must accept the MaintMaster Terms of Service as presented to them.

2. General License

For MaintMaster, a General License holder is a legal entity that will be held responsible for managing users, administrators, systems and other services.

The General License holder is:

- the manager of Systems within the General License
- the manager of Access Licenses, controlling and limiting access to these systems
- the Personal Data Manager, responsible for content submitted
- the manager of Solution Administrators administrating these systems
- the receiver of invoices from MaintMaster, responsible for payments
- our counterpart of any disputes

3. Subscriptions

All MaintMaster services are provided as subscriptions. No ownership of software will ever be transferred to you as a result of this General License.

4. Access to your systems

Easily put, what you pay for is the number of people having access to your systems made available as part of the MaintMaster service. You invite people to interact with data stored in your databases. With this invitation, there is always an Access license that you will be held accountable for to fulfill all its conditions, regardless of that person being within or outside your organization. The actual access to your data is governed by the permissions you give the user in each system.

There are five distinct access types that you may grant your users:

- Solution Administrators – users that administrate licenses, systems and users; the legal representatives for the General License (minimum one person)
- Power Access Users – users that have full privileges and can impersonate other users
- Standard Users – users that can view and do everything available in MaintMaster, only governed by the permissions they’re given
- Limited Users – users that can view almost everything, but restricted to only use guided user interaction for input, also limited by the permissions they’re given
- Free Users – users that can view almost everything, but restricted to only be able to create jobs using guided user interaction, also limited by the permission they’re given

5. Hosting Environment

The services are hosted as public cloud services using the platform Microsoft Azure. Your data is stored within the European Union, or in elsewhere specified countries. All systems are operated 24/7/365, with respect of current Service Level Agreement.

6. Available systems

Using our services, you can create and manage multiple systems. These systems may have different configuration and versions. A Solution Administrator is required on your part to manage these systems. In most respects, you can think of a system as equal to a database, but in reality, a system is comprised of a certain configuration of software and the database to hold its data.

There are three available types of systems:

- Production system – the live environment for everyday use
- Sandbox system – safe test environment, always a copy of the production system
- Training system – for demonstration and training purposes, updated by MaintMaster to reflect new features and best practice to work with our online training

You may create multiple systems within your General License, but the number of systems and the availability of Sandbox systems are limited by the General License Edition; see Editions Chart on page 5.

7. Database size

The maximum total size of the databases within your license is limited. The limitation depends on your General License Edition; see Editions Chart on page 5. Backups, see below, are not affected by these limitations.

8. Service Level Agreement

The availability of our service outside scheduled maintenance windows is very high. Our ambition is to give you at least 99.9% availability. The guaranteed level for production systems depends on your General License Edition; see Editions Chart on page 5.

All production systems are monitored 24/7. Maintenance windows are advertised to Solution Administrators at least 10 days in advance and are always kept as short as possible, never exceeding 8 hours, never more than one window per quarter.

If we fail to deliver agreed availability outside maintenance windows for any quarter, you are eligible for credits to future services. The credits will apply to the monthly fee. For each 0.1 percentage downtime in excess to agreed level one tenth of your total monthly fee is credited to your General License, with the maximum of a full month. Refunds are applied if credit is due at the end of a contract.

9. Version Management

Using the services, you will always have the latest public release of the software. Updates will be advertised to all Solution Administrators at least 10 days in advance. If your General License gives you access to Sandbox systems, these will be automatically updated with coming release, Release Candidate, at least 4 weeks prior to Public release. Such a release is considered validated, if not otherwise reported, 10 days after update.

10. Backup policy

Backup is kept both for your convenience and failover purposes. All systems have a failover backup policy, your production systems may also be available for restore or on-premises storage. Backups are always stored both on site at hosting location and off site to ensure compliance with our Disaster recovery plan.

The backup policy varies for different General Licenses; see Editions Chart on page 5.

11. Configuration and extendibility

The services are possible to extend with Addons and Modifiers to tailor the behavior of the system individually to your needs. It is also possible to integrate other services with the MaintMaster service. Addons, modifiers and integrations are offered separately and not included in the General License. The availability of the APIs for this extendibility depends on your General License; see Editions Chart on page 5.

For Businesses and Enterprises utilizing the possibilities of addons, integrations and modifiers, acceptance tests in Sandbox environments are required. These tests are also required as a final step for each release of the service made available in the Sandbox, each release considered validated, if not otherwise reported, 10 days after update.

12. Redistribution

MaintMaster gives you a worldwide, non-assignable and non-exclusive license to use the software provided to you by MaintMaster as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by MaintMaster, in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of that software.

13. Your Content in our Services

All of our Services allow you to submit content. You retain ownership of any intellectual property rights that you hold in that content. In short, what belongs to you stays yours. You are solely responsible for that content. We do not assume any obligations with respect to the content you make available in the system, other than set out in these terms.

We use your content to operate, improve and develop our Services. We need your data for trouble shooting, supporting, optimizations and improvements. We need to understand how our users are using and interacting with our services to continuously make them better. When you upload or otherwise submit content to our Services, you give MaintMaster a license to use such content. The rights you grant in this license are for the limited purpose of operating and improving our Services, and to develop new ones. We will never infringe your intellectual property rights. Make sure you have the necessary rights for any content that you submit to our Services. This license continues even if you stop using our Services.

14. Personal Information

Using our services, you will have the opportunity to add information about people, information that might be Personally Identifiable Information (PII). Such information may be subject to the European Union General Data Protection Regulation (GDPR). Since the legislation across countries and territories vary and only you have control over the nature of the data you submit, you are responsible for controlling and managing PII, you are the Personal Data Manager. We are your Personal Data Assistant for the limited purpose needed to operate the Service.

If you submit feedback or suggestions about our Services, we may use your feedback or suggestions without obligation to you. We will also store information about you, such as you name and ways of contact. You can find more information about how MaintMaster uses and stores content in the MaintMaster Privacy Policy.

15. Our Warranties and Disclaimers

We provide our Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. We warrant that MaintMaster, to the best of our knowledge, has the right and power to grant you everything we have included in our delivery of our services, and that we do not infringe any other party's intellectual property rights. We will defend you against any claims made by an unaffiliated third party that our services infringe their intellectual property rights, provided that we are informed of such claims without delay.

Other than as expressly set out in these terms, neither MaintMaster nor its suppliers or distributors make any specific promises about the services. We provide the services 'as is'. To the extent permitted by law, we exclude all other warranties.

16. Suppliers

We use external resources such as suppliers, consultants and subcontractors to operate, deliver, process data, support, monitor, correct and improve our services. These might vary from time to time. In regard to these terms, these suppliers act in our place. MaintMaster warrants that these suppliers comply to these terms, the MaintMaster Privacy Policy and, when applicable, have signed a Non-disclosure agreement.

17. Liability for our Services

When permitted by law, MaintMaster, and MaintMaster suppliers and distributors, will not be responsible for lost profits, revenues, or data, financial losses or indirect, special, consequential, exemplary, or punitive damages. To the extent permitted by law, the total liability of MaintMaster, and its suppliers and distributors, for any claim under these terms, including for any explicit or implicit warranties, is limited to the amount you paid us to use the services. In all cases, MaintMaster, and its suppliers and distributors, will not be liable for any loss or damage that is not reasonably foreseeable.

18. Business uses of our Services

Upon accepting this General License on behalf of a business, that business accepts these terms. Your business will hold harmless and indemnify MaintMaster and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

19. About these Terms

We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. Changes will not apply retroactively. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of the Service.

These terms control the relationship between MaintMaster and the business you represent. They do not create any third-party beneficiary rights.

We may suspend or stop providing our Services to you if you do not comply with our terms or policies, if your obligations are not fulfilled or if we are investigating suspected misconduct.

If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future). If it turns out that a particular term is not enforceable, this will not affect any other terms.

The laws of Sweden will apply to any disputes arising out of or relating to these terms or the Services. All claims arising out of or relating to these terms or the Services will be litigated exclusively in a Swedish court, and you and MaintMaster consent to personal jurisdiction in that court.

MaintMaster Editions Chart

Service	Team Edition	Business Edition	Enterprise Edition
Users			
Solution Administrators*, included	2	2	10
Power Access Users*, included	2	10	50
Standard User, minimum number	1	5	50
Limited Users, maximum number	100	1000	10000
Free users, maximum users	100	1000	10000
Environment			
Production systems included	1	2	100
Sandbox (test and verification environment)	No	Yes	Yes
Training systems available	Yes	Yes	Yes
Database storage size, maximum total	5 GB	50 GB	1 TB
SLA			
SLA, availability for Production systems	Best effort	99.9%	99.9%
Backup Failover, all systems	Yes	Yes	Yes
Point in time restore, Production systems	No	7 days	14 days
Production system backup distribution, weekly	No	No	Yes
Extendibility			
Addons available	No	Yes	Yes
Integration API	No	Yes	Yes
Modifier framework API	No	No	Yes
Support			
Help-desk	Yes	Yes	Yes
Solution Manager	No	No	Yes
Support and Recovery priority	Best effort	Second	First

* Note that both Solution Administrators and Power Access users requires a Standard user license