

## TERMS OF SERVICE

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**If you are being provided access to the Licensed Services as part of a “beta test”, “lighthouse customer”, or similar program (“Beta-Test”), then you further acknowledge and agree that the Licensed Services have not been released for sale or otherwise made public and that Fluke will be disclosing to you certain Confidential Information. You shall not disclose to anyone, except to those within your operations who will be using the Licensed Services pursuant to this Agreement, any facts about or pertaining to the Licensed Services or its existence, until Fluke publicly discloses the fact that the Licensed Services are available for sale to the general public.**

PLEASE READ THIS ToS CAREFULLY. IT CONTAINS IMPORTANT TERMS THAT AFFECT YOU AND YOUR USE OF THE LICENSED SERVICES. YOU REPRESENT THAT YOU ARE ENTERING INTO THIS ToS 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 ToS DOES NOT AFFECT OR PREJUDICE ANY STATUTORY RIGHTS YOU MAY HAVE UNDER APPLICABLE LAW. IF YOU ARE ENTERING INTO THIS ToS 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 ToS, 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, OR INSTALLING, ACCESSING, USING OR UPDATING THE LICENSED SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THIS ToS 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 ToS, DO NOT INSTALL, ACCESS, OR USE THE LICENSED SERVICES. PLEASE NOTE THAT, IF YOU DO NOT AGREE TO THE TERMS OF THIS ToS, YOU DO NOT HAVE ANY RIGHT OR LICENSE TO INSTALL, ACCESS OR USE THE LICENSED SERVICES.

1. Information Practices and Privacy Policy. Fluke collects information, including Personal Data, in connection with the access to and use of the Licensed Services. “Personal Data” means any information that by itself or in combination does or can identify a specific individual or as defined in Data Privacy Laws. “Data Privacy Laws” means all applicable local, state, federal, or international laws, regulations, or treaties relating to the privacy, security, or protection of Personal Data, as may be defined in such laws, including, the European Area Law, U.S. state privacy laws, such as the California Consumer Protection Act of 2018, as amended by the California Privacy Rights Act of 2021, and any subsequent supplements, amendments, or replacements to the same. The information that is collected in connection with the Licensed Services will be used and shared for various purposes, including without limitation to provide, maintain and improve the Licensed Services that we ordinarily provide or which you have specifically requested and as is reasonably necessary to operate our business. For more information about how Fluke collects, uses, and shares information, please refer to our Privacy Policy (<https://www.fluke.com/en-us/fluke/privacy-policy>).

Fluke and any legal entity that directly or indirectly controls, is controlled by, or is under common control with Fluke (“Affiliates”) may access and use the User Content (as defined in Section 6, below) on a perpetual and royalty-free basis for the following purposes:

- i. to provide the Licensed Services (including any technical support and maintenance) to you; and
- ii. to use the User Content alone or in combination with or in other data, products, systems, or services and create derivative works, derive machine learning models, augmented human intelligence development, algorithm improvement, or similar data aggregation activities therefrom, and otherwise benefit from the User Content for the purposes of developing and improving Fluke and its Affiliates’ products and services (“Usage Data Activities”).

Fluke and its Affiliates may carry out the Usage Data Activities through their authorized contractors, consultants, or other service providers, that may be in different geographical areas, and share the User Content with them to the extent necessary for the above purposes. You acknowledge and agree that Fluke and its Affiliates own and reserve all rights, title, and interest (including any Intellectual Property Rights) in and to the aggregated and de-identified User Content, the Usage Data Activities, and any data, results, reports, analysis, solution, process, algorithm, material, or other information arising out of or in connection with the Usage Data Activities.

Fluke will take reasonable measures to protect any User Content with at least the same degree of care that Fluke uses to protect its own data of similar importance but in no case less than a reasonable degree of care. Fluke and its Affiliates will disclose Usage Data Activities in a de-identified or pseudonymized form. In the event of any inconsistencies between this section and the confidentiality provisions of this Agreement or any other non-disclosure agreement between you and Fluke, this section shall prevail.

2. Eligibility. The Licensed 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 ToS, 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 ToS and that, in doing so, you will not violate any other agreement to which you are a party.

3. Ownership; Licensed Services Plans and License; License Restrictions.

3.1 *Ownership*. Unless otherwise indicated in this ToS, through the Licensed Services, or otherwise by Fluke, you acknowledge that the Licensed Services and all content and other materials therein provided by Fluke or our third-party licensors, including, without limitation, the Fluke logos 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.

3.2 *Licensed Services*. Our Licensed Services are offered to users of Fluke thermal and/or acoustic imagers. Any use of the Licensed Services or Content other than as specifically authorized under this ToS, 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.

Fluke may provide updates and upgrades to the Licensed Services 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 Services, unless such update or upgrade is accompanied by a separate license in which case the terms of that separate license will govern.

3.3 *License Restrictions.* Except as expressly set out in this ToS or as otherwise provided by applicable law, the license granted to you under Section 3.2 of this ToS does not allow you to do any of the following: (a) access or use the Licensed Services or Content on any computer or device you do not own or lawfully control; (b) distribute, copy, license, rent, sell, publish, lease, assign or otherwise transfer the Licensed Services, Content or any proprietary materials of Fluke to any third party; (c) download (other than page caching) any portion of the Licensed Services, Content or any information contained therein, except as expressly permitted on the Licensed Services or in this ToS; (d) reverse engineer, decompile, disassemble, or attempt to discover any source code or trade secrets related to the Licensed Services, Content or any proprietary materials of Fluke; (e) use any data mining, robots or similar data gathering or extraction methods; (f) modify, alter or create any derivative works of the Licensed Services or Content or based on any proprietary materials of Fluke; (g) remove, alter, or obscure any copyright, trademark, service mark or other proprietary rights notice on or in the Licensed Services or Content; (h) work around any technical limitations on or in the Licensed Services or Content; or (i) use the Licensed Services or Content for purposes for which it was not designed or intended. Unless explicitly stated herein or otherwise by Fluke, nothing in this ToS shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise.

3.4 *No Resale.* You are not permitted to resell or otherwise transfer your Licensed Services without the express written permission of Fluke, which Fluke is under no obligation to provide.

4. Personal Data. Except where specifically requested by Fluke, such as entering your log-in credentials to access the Licensed Services, you are prohibited from creating, uploading, transmitting, transferring, or storing any Personal Data as part of the User Content and use of the Licensed Services, said creation, uploading, transmission, transference, or storing being considered a misuse of the Licensed Services.
5. Equipment. You are solely responsible for providing and maintaining at your own expense all tools, equipment, software, services, and other items necessary to use the Licensed Services (including without limitation any computer or device hardware or software, modems, telephone service, and Internet access).
6. User Content. Any data, information, or material that you or other users may create, upload, transmit or store in the course of using the Licensed Services, whether text, sound, photos, videos, graphics, code, items or other materials, including but not limited to information related to the trends, usage, and activities of yours in connection with Licensed Services (including any legacy data you have provided to Fluke) may be collected (collectively, "User Content"). You agree that you are solely responsible for your User Content, for your use of Licensed Service 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 your User Content, you will need to impose those obligations directly on those individuals or entities through arrangements other than this ToS. You are solely responsible for any decision made by you in connection with any User Content. Fluke makes no representation (a) as to

the integrity or value of any User Content; and (b) that it will retain any User Content or other information associated with User Content in the event that the Licensed Services (or any features or portions thereof) are suspended, terminated, discontinued (temporarily or permanently), or otherwise made unavailable or in the event that this ToS is suspended or terminated, for any reason whatsoever.

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

- User 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;
- User 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;
- User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By uploading or transmitting any User Content, you represent and warrant that you have the lawful right to distribute and reproduce such User Content;
- User Content that contains or depicts any statements, remarks or claims that do not reflect your honest views and experiences;
- User 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 as specifically authorized by us and such third party;
- Viruses, corrupted data or other harmful, disruptive or destructive files; or
- User Content that Fluke determines in its discretion to be objectionable or inappropriate or which restricts or inhibits any other person from using or enjoying the Licensed Services, or which may expose Fluke or our users to any harm, disrepute or liability of any type.

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

- Use the Licensed Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Licensed Services, or that could damage, disable, overburden or impair the functioning of the Licensed 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 Licensed 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 Licensed Services or to extract data;
- Reverse engineer any aspect of the Licensed 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 Licensed Services (except as otherwise expressly provided by law);
- Attempt to circumvent any content filtering techniques Fluke employs, or attempt to access any service or area of the Licensed 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 Services without our prior written consent; or
- Use the Licensed Services for any illegal or unauthorized purpose or engage in, encourage, or promote any activity that violates this ToS.

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

8. Rights in User Content. You retain all ownership rights in the User Content you submit to Fluke through the Licensed Services. By uploading or transmitting User Content to the Licensed Services, you represent and warrant that (a) such User Content is not subject to any third-party confidentiality obligations that would be breached by the access, use, storage and sharing contemplated by this ToS; (b) you own and control all of the rights to the User Content that you create, upload or transmit or you otherwise have all necessary rights to create, upload or transmit such User Content to the Licensed Services; (c) the User Content is accurate and not misleading or harmful in any manner; and (d) the User Content, and your use, uploading and transmitting thereof, does not and will not violate this ToS or any applicable law, rule or regulation.
9. Confidentiality. During this Agreement and for a period of three years thereafter, you agree that you will not, without the express prior written consent of Fluke, disclose any confidential, proprietary trade secret information of Fluke, including but not limited to all Content and Feedback, regardless of

the form of disclosure and whether of a technical, business or financial nature, including but not limited to processes and methods, product design and details of operation, product plans, prototypes, schedules, results, reports, computer programs, databases, compilations of data, engineering activity, manufacturing activity, analytical methods, strategies, and the like, (hereinafter referred to as "the Confidential Information") or any part thereof to any third party, except to the extent that such Confidential Information: (a) is or becomes generally available to the public through no fault of yours; (b) is rightfully received by you from a third party without limitation as to its use; or (c) is independently developed by you. At the termination of this Agreement, you will return the Licensed Services and all other Confidential Information to Fluke. You must ensure that any person to whom you disclose Fluke Confidential Information in accordance with this provision is subject to binding confidentiality obligations that are at least as restrictive as those set forth in this Agreement.

10. Trademarks. Fluke®, and any other Fluke product or service names, logos or slogans that may appear in or on the Licensed 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 or on the Licensed 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 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 or on the Licensed 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.

11. Third-Party Content.

11.1 Fluke may provide third-party content on the Licensed 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.

11.2 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.

11.3 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.

12. Feedback. You may provide Fluke with questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information or materials about Fluke or the Licensed Services (collectively, "Feedback"). Feedback, whether submitted through the Licensed 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. If you are being provided access to the Licensed Services as part of a Beta-Test, then you agree that a principal purpose of this Agreement is to allow a means for Fluke to gain knowledge from you derived from your hands-on use of the Licensed Services. Accordingly, your Feedback may include the usefulness and functionality of the Licensed Services, discussing with Fluke personnel the Licensed Services' performance, including the pros and cons of design attributes, and any perceived defect in the Licensed Services or its design. You also agree to consider providing reasonable assistance to Fluke in creating product-related case studies and developing application notes related to the Licensed Services, and in providing product testimonials.

13. 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 ToS may not apply to you. Subject to applicable law, you expressly acknowledge and agree that: (a) the Licensed Services may contain bugs, errors, and defects; (b) use of the Licensed 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 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 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 Services or any service that the Licensed Services 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 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 our authorized representatives shall create a warranty. In the event that the Licensed Services prove defective, you assume the entire cost of all necessary servicing, repair, or correction. However, to the extent the laws of some states or jurisdictions do not allow the exclusion of implied warranties in the event that the services prove defective, but do permit Fluke to limit the consequences of such warranties, Fluke limits its liability to the repair or replacement or the resupply, at its election, of such goods or services.
14. Indemnification. You agree to defend, indemnify, and hold harmless Fluke and our subsidiaries, 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 Services.
15. 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 ToS MAY NOT APPLY TO YOU. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FLUKE 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 SERVICES, INCLUDING WITHOUT LIMITATION ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR LOSS OF DATA, REVENUE, PROFIT, ANTICIPATED SAVINGS OR OTHER ECONOMIC LOSSES, EVEN IF FLUKE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF ANY CLAIM BY YOU AGAINST FLUKE, TO THE EXTENT NOT PROHIBITED BY LAW, YOU SHALL BE PERMITTED TO RECOVER ONLY DIRECT DAMAGES FOR THE GREATER OF 50.00 USD OR THE AMOUNT YOU PAID FOR THE LICENSED SERVICES IN THE PAST SIX MONTHS. NOTWITHSTANDING ANYTHING ELSE SET OUT IN THIS ToS, TO THE EXTENT REQUIRED BY APPLICABLE LAW, FLUKE DOES NOT EXCLUDE OR LIMIT OUR LIABILITY UNDER THIS ToS FOR (A) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (C) ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW.

16. Termination of the ToS. You may terminate this ToS at any time by (a) ceasing access to and use of the Licensed Services. Fluke reserves the right to change, suspend, remove, discontinue, or disable access to the Licensed Services at any time, with or without notice, and to terminate your license to use the Licensed 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 Services. You agree that Fluke will not be liable for any modification, suspension or discontinuance of the Licensed Services (or any part thereof).

The following Sections will survive the termination of this ToS: Sections 1, 2, and 4 - 23.

17. Remedy. We reserve the right to seek all remedies available by law and in equity for any violation of this ToS. Any rights not expressly granted herein are reserved.
18. Governing Law; Jurisdiction. To the full extent permitted by applicable law, this ToS 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 ToS to the laws of any other jurisdiction. You hereby irrevocably consent, and irrevocably waive any right to object, to the jurisdiction of the state and federal courts located in King County, Washington with respect to any proceeding regarding this ToS or the Licensed Services. You will not prosecute any action, suit, proceeding or claim arising under or by reason of this ToS or the Licensed Services except in such courts. The parties expressly exclude the application of the UN Convention on Contracts for the International Sale of Goods to this ToS.
19. Miscellaneous. If any provision of this ToS 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 ToS will remain in full force and effect. You may not assign this ToS or any of your rights under this ToS without the prior written consent of Fluke, which may be granted or conditioned in our discretion, and any attempted assignment without such consent shall be null and void. Subject to the foregoing restriction, this ToS 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 ToS or to exercise any rights or remedies under this ToS 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 ToS does not create any reasonable expectation or promise that the Licensed



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Fluke Electronics Corporation  
Attn: General Counsel  
P.O. Box 9090  
Everett, Washington  
98206-9090