



End User License Agreement January 22, 2015

(May be updated from time to time by Tridium)

TRIDIUM, INC. ("TRIDIUM") HAS DEVELOPED A STANDARDIZED ARCHITECTURE AND RELATED SOFTWARE FOR INTERCONNECTING DEVICES AND CONTROLLERS THAT INCLUDES ELEMENTS SOLD UNDER THE NAME "NIAGARA FRAMEWORK™". THESE ELEMENTS TOGETHER WITH THE PRINTED OR ONLINE DOCUMENTATION FURNISHED BY TRIDIUM IN CONJUNCTION WITH THEM, WHETHER ACQUIRED BY YOU AS A SOFTWARE ITEM OR EMBEDDED IN HARDWARE ARE REFERRED TO BELOW AS THE "LICENSED SOFTWARE" AND ARE LICENSED UNDER THIS END USER LICENSE AGREEMENT. TRIDIUM IS WILLING TO PROVIDE A LIMITED LICENSE OF THE LICENSED SOFTWARE TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS IN THIS AGREEMENT. PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE CLICKING ON THE "I ACCEPT" BUTTON. BY CLICKING ON THE "I ACCEPT" BUTTON YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHERMORE, IF YOU ARE INSTALLING THE LICENSED SOFTWARE ON BEHALF OF, OR FOR THE BENEFIT OF, AN END USER, THEN BY CLICKING ON THE "I ACCEPT" BUTTON YOU ALSO REPRESENT THAT YOU ARE AUTHORIZED BY THE END USER TO ACCEPT THE TERMS OF THIS LICENSE FOR THE END USER AS THE AGENT OF THE END USER. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE AGREEMENT, OR IF YOU ARE NOT AUTHORIZED BY THE END USER TO ACCEPT THE TERMS OF THIS LICENSE AGREEMENT FOR THE END USER, CLICK ON THE "DO NOT ACCEPT" BUTTON TO DISCONTINUE THE INSTALLATION PROCESS. THE ACCEPTANCE OF THIS AGREEMENT IS REQUIRED FOR USE OF THE LICENSED SOFTWARE BY THE END USER OR BY ANYONE INSTALLING, CONFIGURING OR OTHERWISE OPERATING THE LICENSED SOFTWARE ON BEHALF OF THE END USER.

1. LICENSE GRANTS AND RESTRICTIONS.

- 1.1 Licensed Software. Subject to the terms and conditions contained herein, Tridium hereby grants you a non-transferable, non-exclusive, limited license to install, use and execute the Licensed Software on the single computer or controller identified by serial number or other means during the installation process (the "Designated System"), and to use the Licensed Software and the documentation furnished by Tridium in conjunction with it. You may transfer and use the Licensed Software on a backup computer system you own or lease if, and only for so long as, the Designated System is (i) inoperative or (ii) unavailable due to regularly scheduled maintenance, upon issuance by Tridium of a backup license key.
- 1.2 No Other Rights Granted. Apart from the license expressly granted herein, no license or other right is granted by Tridium to you under this Agreement, either directly or by implication, estoppel, or otherwise (including, but not limited to, the right to prepare derivative works). You shall have no right or access to the source code of the Licensed Software other than the source code, if any, for certain application program interfaces that are included with the Licensed Software. If any source code is included with the Licensed Software, it is provided solely as a reference, is provided subject to all of the limitations of Section 2 below, and may not be modified by you in any way. Furthermore, use of the Commercial Features of any Oracle product included as third party code in the Licensed Materials requires a separate license from Oracle. "Commercial Features" means those features identified in Table 1-1(Commercial Features in Java SE Product Editions) of the program documentation accessible at:

<http://www.oracle.com/technetwork/java/javase/terms/products/index.html>.

- 1.3 Security Assessments. In the event you wish to conduct penetration testing or a vulnerability assessment on the Licensed Software, you shall (i) provide Tridium a reasonable opportunity to participate in such testing, and (ii) provide Tridium with the results of such test, and a copy of any report or record made of the results of such test, promptly upon completion of the testing, whether or not Tridium elects to participate in the testing. If you discover, or reasonably suspect, that the Licensed Software is vulnerable to a security breach that could reasonably be prevented, you shall promptly advise Tridium of the vulnerability discovered or suspected. You may not conduct any test that decompiles any portion of the Licensed Software, whether firmware or in other form, into binary code, or otherwise exposes the binary code of any part of the Licensed Software. You acknowledge that if you conduct any penetration testing or vulnerability assessment on the Licensed Software without first installing the most recent security update issued by Tridium, (i) any vulnerability to a security breach you may discover cannot be attributed to failure on the part of Tridium, and (ii) any statement to a third party indicating that the Licensed Materials have such a vulnerability may be a false statement for which you could be legally liable to Tridium.

2. **YOUR RESPONSIBILITIES.**

- 2.1 Restrictions on Use. You shall (i) use all commercially reasonable efforts to ensure that your employees comply with the terms of this Agreement; (ii) not modify, decompile, disassemble, decrypt, extract, or otherwise reverse engineer the Licensed Software or any part thereof, or grant any other person or entity the right to do so or take any action that would assist any other person or entity in doing so and will promptly notify Tridium of any information that any other person or entity is attempting to copy, reverse engineer, disassemble, decompile, translate or modify the Licensed Software; (iii) not insert, delete, or replace, any end user license agreement, READMELICENSES file, baja.jar file, or any file with a ".license" extension ("license file") in the licensed software, except that you may insert your own end user license agreement in the format permitted by Tridium, (iv) not insert any files except that you may insert modules purchased from Tridium or an authorized Tridium reseller or created with a copy of the Niagara Framework software licensed from Tridium if such modules do not interfere in any way with the function of the Licensed Software or with any restrictions on use of the software established by any license file; (v) not modify, change, prepare derivative works of, or otherwise alter, any Binary Code files or any end user license agreement, READMELICENSES file, or any license file included with the Licensed Software, including in particular, but without limitation, changing the behavior of any classes or subpackages; (vi) not create any classes, interfaces, or subpackages that are in any way identified as "java," "javax," "Sun," "com.tridium" or "javax.baja" or similar convention as specified by Oracle in any naming convention designation; (vii) not loan, rent, lease, give, sublicense, transfer, publish, disclose, display, or otherwise distribute or make available the Licensed Software, in whole or in part, to any other person or entity, except that you may provide remote access to the Licensed Software to your customers to the extent necessary for them to view information or perform functions as part of a service you provide to them; (viii) not change the behavior of, and not modify, any application programming interface, whether by changing behavior of classes, by creating additional classes within any interface or otherwise causing the addition to or modification of the classes in an interface, and (ix) not incorporate any code included with the Licensed Software or any documentation in any product created by you using the Licensed Software.
- 2.2 Maintaining Security. YOU ACKNOWLEDGE THAT MAINTAINING THE HIGHEST LEVEL OF PROTECTION AVAILABLE FROM TRIDIUM AGAINST UNAUTHORIZED ACCESS TO THE LICENSED MATERIALS BY A THIRD PARTY REQUIRES PROMPT INSTALLATION OF ALL SECURITY UPDATES ISSUED BY TRIDIUM, AND THAT YOUR FAILURE TO DO SO MAY LEAVE THE LICENSED MATERIALS AND DATA AND DEVICES CONNECTED THROUGH THE LICENSED MATERIALS EXPOSED TO SUCH ACCESS.
3. **TECHNICAL SUPPORT**. Tridium shall have no obligation to provide technical support to you except as provided in a separate agreement signed by Tridium.
4. **LICENSE FEES**. The license fees paid by or for you to Tridium are paid in consideration of the licenses granted under this Agreement.

5. OWNERSHIP AND CONFIDENTIALITY.

- 5.1 Ownership by Tridium. Tridium retains all right, title and interest, in and to the Licensed Software (and any portions thereof). You shall not have any right, title, or interest to the Licensed Software except as provided in this Agreement, and further shall secure and protect the Licensed Software consistent with maintenance of Tridium's proprietary rights therein. You agree that you shall not contest or challenge, or take any action inconsistent with or that may damage or impair Tridium's ownership or rights, and further that you shall not contest or challenge, or take any action inconsistent with or that may damage or impair the ownership or intellectual property rights of Tridium's licensors. You shall not use the Licensed Software except as is expressly authorized in this Agreement.
- 5.2 Confidentiality. You acknowledge that the Licensed Software contains valuable trade secrets of Tridium and you agree to maintain the confidentiality of the Licensed Software using at least the same degree of care you use with your own confidential information. You further agree that any vulnerability of the Licensed Software to a security breach, and any information learned by you as a result of any investigation of the same, having been derived from the Licensed Software, is the confidential information of Tridium and that you will maintain the confidentiality of such information using at least the same degree of care you use with your own confidential information. The trade secrets included in the Licensed Software shall not be deemed to be public merely because individual parts of them are in the public domain, unless the combination of such trade secrets as included in the Licensed Software is itself in the public domain.
- 5.3 Third-Party Code. Additional copyright notices and license terms applicable to portions of the Licensed Software are set forth in the readmeLicenses.txt file provided with the Licensed Software. In addition to any terms and conditions of any third-party license identified in the readmeLicenses.txt file, the disclaimer of warranty and limitation of liability provisions contained below in paragraph 6 of this Agreement shall apply to all third party code contained in the Licensed Software.

6. WARRANTIES AND LIMITATIONS.

- 6.1 Disclaimer of Software Warranty. TRIDIUM LICENSES THE LICENSED SOFTWARE "AS IS," AND MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND. TRIDIUM SPECIFICALLY DISCLAIMS ALL INDIRECT OR IMPLIED WARRANTIES TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF, NON-INFRINGEMENT, MERCHANTABILITY, TITLE OR FITNESS FOR ANY PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY TRIDIUM, ITS AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY.
- 6.2 No Reliance. You hereby acknowledge that you have not relied on future availability of any programs or services in making any payment or entering into any payment obligation related to the Licensed Materials.
- 6.3 Limitation of Liability. NEITHER TRIDIUM NOR ANY OF ITS LICENSORS, OFFICERS, AGENTS, EMPLOYEES OR REPRESENTATIVES SHALL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, STATUTORY OR PUNITIVE DAMAGES OR PENALTIES (INCLUDING DAMAGES FOR LOST PROFITS, LOST BUSINESS, LOSS OF USE PERSONAL INJURY, LOST OR CORRUPTED DATA, UNAUTHORIZED ACCESS TO, OR USE OR MISAPPROPRIATION OF DATA BY A THIRD PARTY OR ANY OTHER SECURITY BREACH, BUSINESS INTERRUPTION, AND THE LIKE), HOWEVER IT ARISES, WHETHER FOR BREACH, INDEMNITY, WARRANTY, OPERATION OF LAW, IN TORT, OR OTHERWISE, EVEN IF TRIDIUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 6.4 Limitation of Remedies. IN NO EVENT SHALL TRIDIUM'S MONETARY LIABILITY IN CONNECTION WITH THIS AGREEMENT OR THE LICENSED SOFTWARE, TO YOU EXCEED THE AMOUNTS PAID TO IT BY YOU PURSUANT TO THIS AGREEMENT.

7. **ASSURANCES BY YOU.** There can be no assurances whatsoever that control systems such as the Licensed Software will protect any individual or his or her property from harm. Appropriate safety precautions must always be taken when operating or maintaining equipment connected to the Licensed Software, including without limitation the security protocols described here:

https://community.niagara-central.com/ord?portal:/dev/wiki/Security_Central

and/or available upon request sent to support@tridium.com. Tridium assumes no responsibility or liability for any injury or damage to any persons or property resulting from the use by you of the Licensed Software. Further, you represent and warrant that you will take appropriate precautions, establish appropriate procedures and post appropriate notices to ensure that persons and property are not harmed in the event of an error, malfunction or unexpected operation of the Tridium Licensed Software or products.

8. **HIGH RISK APPLICATIONS.** Unless Tridium has provided its express written consent for each component of the License Software, you will make reasonable business efforts to ensure that it is not used in any application in which the failure of the Licensed Software could lead to death, personal injury or severe physical or property damage, including, without limitation, environmental damage, (collectively, "High-Risk Applications"), including but not limited to the operation of nuclear facilities, mass transit systems, aircraft navigation or aircraft communication systems, air traffic control, weapon systems and direct life support machines. Tridium expressly disclaims any express or implied warranty or condition of fitness for High-Risk Applications.
9. **INDEMNIFICATION.** You shall indemnify and hold harmless Tridium from and against all losses, claims, damages or other causes of any nature or kind whatsoever (including reasonable attorney's fees) arising directly or indirectly out of third party claims concerning (i) a breach of any of your obligations, covenants, representations or warranties contained herein; (ii) your selection of, transactions and/or agreements with any party that is an authorized Tridium reseller or distributor, systems integrator or trainer, or any other third party; (iii) any product developed by you using the Licensed Software; (iv) any combination of the Licensed Software, or any component of it, with any product developed by you using the Licensed Software or with any other product, equipment, device, software, system or data not supplied by Tridium, and (v) the negligence or intentional misconduct of you or your officers, employees, agents or contractors. You agree not to interpose any cross-claim, third party claim or similar claim against Tridium based on a claim, suit, action or proceeding threatened or commenced against you related to the Licensed Software and arising out of any matter other than a matter, if any, for which Tridium has agreed to indemnify you under a separate agreement signed by Tridium.
10. **TERM AND TERMINATION.** This Agreement is effective upon your clicking the "I Accept" button and shall continue until terminated. You may terminate this Agreement at any time by returning the Licensed Software and all copies and extracts to Tridium. Tridium may terminate this Agreement upon a material or continuing breach of this Agreement by you by the giving of 10 days prior written notice of termination, stating the cause therefor, with termination becoming effective at the close of said 10-day term if the breach is not then cured to the satisfaction of Tridium.
11. **TRADEMARKS.** Under no circumstances may you use the "Powered by Niagara Framework" trademark, or any other trademark or service mark of Tridium to identify goods or services provided by you except as expressly agreed to by Tridium in writing. You hereby acknowledge that Oracle owns the Java trademarks and all Java-related trademarks, logos and icons including the Coffee Cup and Duke ("Java Marks") and agree to (a) comply with the Java Trademark Guidelines at <http://www.oracle.com/us/legal/third-prty-trademarks/index.html>, (b) not do anything harmful to or inconsistent with Oracle's rights in the Java Marks or with Tridium's rights in its trademarks, and (c) assist Oracle and Tridium, respectively, in protecting their trademark rights, including assigning to Tridium any rights acquired by the end user in any Tridium trademark and assigning to Oracle any rights acquired by the end user in any Java Mark.

12. GENERAL TERMS.

- 12.1 Assignment. You may assign this Agreement or your rights and obligations under this Agreement to a purchaser of the real property and/or hardware on which the software is installed, provided (i) you provide the purchaser with a copy of this Agreement and (ii) the purchaser agrees to comply with all of the terms and conditions of this Agreement. Tridium may assign this Agreement without your consent.
- 12.2 Export. Software, including technical data, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. You agree to comply strictly with all such regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import the Licensed Software. The Licensed Software may not be used, sold, resold, sublicensed, diverted, transferred, reshipped, or otherwise exported or re-exported: (i) in, into or through any country designated as a terrorist supporting country by the U.S. government or any of its agencies; (ii) in, into or through any country for which the U.S. has an embargo or with which the U.S. or any of its agencies maintains comprehensive trade controls; (iii) to or by a national or resident of the countries described in (i) or (ii); or (iv) to or by any party included in the United States Department of Commerce's Denied Persons List, Entity List or Unverified List; or the United States Department of the Treasury's Specially Designated Nationals, Specially Designated Global Terrorists, Specially Designated Narcotics Traffickers, Specially Designated Narcotic Traffickers, or Specially Designated Terrorists List; or the United States Department of State's Designated Foreign Terrorist Organizations or Debarred Persons List; or is otherwise designated by the U.S. government or any of its agencies as a party with which it is unlawful to do business.
- 12.3 Equitable Relief. You acknowledge that any breach of your obligations hereunder with respect to the Licensed Software or the confidential information of Tridium, including, without limitation, Section 5.1 and 5.2 above, will cause Tridium irreparable injury for which it has no adequate remedy at law. You further agree that Tridium will be entitled to seek and obtain equitable relief, including preliminary injunctions and temporary restraining orders, to prevent any unauthorized use of the Licensed Software and confidential information, without posting of bond or other security, in addition to all other remedies available to it under this Agreement or other applicable law.
- 12.4 Entire Agreement. This Agreement comprises the entire agreement between the parties relating to its subject matter. This Agreement supersedes all prior agreements and understandings, written or oral, express or implied. This Agreement can be amended or modified only by a writing executed in advance by duly authorized representatives of each of the parties hereto. In the event any foreign ministry or other governmental entity or agency makes any changes, deletions or modifications to this Agreement, holds any provision herein unenforceable or imposes any conditions or restrictions on either party to this Agreement which affects its ability to fully perform, Tridium shall have the right to immediately terminate this Agreement. By clicking the I ACCEPT button, you represent and warrant that all consents, approval or authorizations of third parties, foreign ministries or any governmental entities or agencies, required as a condition or otherwise necessary for you to enter into and perform its obligations under this Agreement have been duly obtained.
- 12.5 Waiver. A waiver of any breach of default of this Agreement shall not create a waiver of the term or of any subsequent breach of default.
- 12.6 Governing Law; Choice of Venue. The validity of this Agreement and the rights, obligations and relations of the parties hereunder shall be construed and determined under and in accordance with the substantive laws of the Commonwealth of Virginia with respect to claims governed by state law and the laws of the United States with respect to claims arising under the laws of the United States, without regard to conflicts of laws principles and excluding the Convention on Contracts for the International Sale of Goods. Any action arising from or relating to this Agreement or the conduct of the parties pursuant hereto shall be commenced and heard solely within a federal or state court of competent jurisdiction found within the boundaries of the United States District Court for the Eastern District of Virginia, Richmond Division, and Tridium and you each consent to personal jurisdiction and venue in any such court.

- 12.7 Severability. Should any term or provision of this Agreement be finally determined by a court of competent jurisdiction to be void, invalid, unenforceable or contrary to law or equity, the offending term shall be modified and limited (or if strictly necessary, deleted) only to the extent required to conform to the requirements of law and the remainder of this Agreement (or, as the case may be, the application of such provisions to other circumstances) shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.
- 12.8 Federal Government Use. With respect to any acquisition of the Licensed Software by or for any unit or agency of the U.S. Government ("Government"), the Licensed Software shall be classified as "Commercial Computer Software," as that term is defined in the applicable provisions of the Federal Acquisition Regulation ("FAR") and supplements thereto, including the Department of Defense ("DoD") FAR Supplement ("DFARS"). The terms and conditions of this license agreement shall pertain to the Government's use and disclosure of the Licensed Software, and shall supersede any conflicting contractual terms or conditions, except to the extent that any term or condition is inconsistent with Federal law. If the Government requires any rights that are not conveyed under this license agreement, such rights will be separately negotiated and shall be set forth in a separate agreement or an addendum to this license agreement.