

End User License Agreement July 15, 2009

(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^{AX} FRAMEWORK®" AND ELEMENTS SOLD UNDER THE NAME "SEDONA FRAMEWORK®." THESE ELEMENTS TOGETHER WITH THE PRINTED OR ONLINE DOCUMENTATION FURNISHED BY TRIDIUM IN CONJUNCTION WITH THEM, 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. 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.

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 a single personal computer, which is identified by serial number or other means during the installation process (the "Designated System"), and to use the documentation furnished by Tridium in conjunction with it, solely for your internal business use. 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. You shall have no right to use the Licensed Software to operate or control any system, or component of any system, of any third party.

2. **YOUR RESPONSIBILITIES.** YOU SHALL (I) USE ALL COMMERCIALY 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 ANY APPLICATION ENABLER 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 OR IS ATTEMPTING TO COPY, REVERSE ENGINEER, DISASSEMBLE, DECOMPILE, TRANSLATE OR MODIFY THE LICENSED SOFTWARE; (III) NOT INSERT, DELETE, REPLACE, CHANGE OR OTHERWISE ALTER ANY FILES IN THE LICENSED SOFTWARE OR APPLICATION ENABLER; (IV) NOT MODIFY, CHANGE, PREPARE DERIVATIVE WORKS OF OR OTHERWISE ALTER ANY BINARY CODE FILES

INCLUDED WITH THE LICENSED SOFTWARE ; (V) NOT LOAN, RENT, LEASE, GIVE, SUBLICENSE, TRANSFER, PUBLISH, DISCLOSE, DISPLAY, OR OTHERWISE MAKE AVAILABLE THE LICENSED SOFTWARE , IN WHOLE OR IN PART, TO ANY OTHER PERSON OR ENTITY; (VI) NOT MODIFY ANY APPLICATION PROGRAMMING INTERFACE, INCLUDING MODIFYING ANY APPLICATION PROGRAMMING INTERFACE BY CREATING ADDITIONAL CLASSES WITHIN ANY INTERFACE OR OTHERWISE CAUSING THE ADDITION TO OR MODIFICATION OF THE CLASSES IN AN INTERFACE, AND (VII) NOT INCORPORATE ANY CODE INCLUDED WITH THE LICENSED SOFTWARE OR ANY DOCUMENTATION IN ANY DEVELOPER PRODUCT.

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.

5.3 Third-Party Code and Sedona Framework Open Source. 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 open source/freeware 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. A portion of the Licensed Software ("Sedona Framework Open Source") is open source software that is available for download at <http://sedonadev.org/download/build/>. The open source license that accompanies Sedona Framework Open Source takes precedence over this license agreement with respect to, and only to, Sedona Framework Open Source.

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 Disclaimer of Purpose of Niagara^{AX} Licensing Tool: The Niagara^{AX} Licensing Tool has not been customized to address your specific needs and circumstances as a developer. The supply of this tool does not provide any assurance that the products you may develop will be protected from misuse, does not constitute the giving of legal advice and does not establish an attorney/client relationship with Tridium, its owners, agents, representatives, partners or affiliates. You acknowledge that your use of the Niagara^{AX} Licensing Tool is at its own risk and that you should consult an attorney to ensure that the methods of protection you use for any products you may develop using the Licensed Software are appropriate for your specific needs and circumstances.

- 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, OR PUNITIVE DAMAGES OR PENALTIES (INCLUDING DAMAGES FOR LOST PROFITS, LOST BUSINESS, PERSONAL INJURY, LOST DATA, BUSINESS INTERRUPTION, AND THE LIKE), HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, 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. 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, "Powered by Sedona 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.
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 Government Use. The Licensed Software is provided with restricted rights. 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"). If the Licensed Software is supplied for use by DoD, the Licensed Software is delivered subject to the terms of this Agreement and either (i) in accordance with DFARS 252.227-7202-1(a) and 227.7202-3(a), or (ii) with restricted rights in accordance with DFARS 252.227 7013(c)(1)(ii), as applicable. If the Licensed Software is supplied for use by a federal agency other than DoD, the Licensed Software is restricted computer software delivered subject to the terms of this Agreement and (i) FAR 12.212(a); (ii) FAR 52.227-19; or (iii) FAR 52.227-14 (ALT III), as applicable.