

End User License Agreement

IMPORTANT—READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you and Siemens Building Technologies, Inc. from which you obtained limited nonexclusive rights to use the INSIGHT Operating Software Product. By installing, receiving, implementing or otherwise using the Siemens Building Technologies, Inc. INSIGHT Operating Software Product, you agree to be bound by the terms of this EULA. If you do not agree with the terms, Siemens Building Technologies, Inc. is unwilling to license the INSIGHT Operating Software Product to you. In such event, you should promptly contact Siemens Building Technologies, Inc. for instructions on return of the INSIGHT Operating Software Product.

Siemens Building Technologies, Inc. provides this INSIGHT Operating Software Product and licenses its use by the terms herein. You assume responsibility for the selection of the INSIGHT Operating Software Product to achieve your intended results.

GRANT OF LICENSE.

- If the INSIGHT Operating Software Product was obtained by you for use on a single machine, then you may only install the INSIGHT Operating Software Product on a single machine at any one time.
- If you obtained functionalities from Siemens Building Technologies, Inc. that permit networked use of the INSIGHT Operating Software Product, you may copy and distribute the INSIGHT Operating Software Product over an internal network for use, at any one time, by the number of active concurrent users for which you obtained an EULA.
- You may make a copy of the INSIGHT Operating Software Product in object form for backup purposes in support of your use of the INSIGHT Operating Software Product.
- You may not sublicense, assign or transfer the EULA or the INSIGHT Operating Software Product. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations hereunder is void.
- YOU MAY NOT OTHERWISE COPY, DISTRIBUTE OR TRANSFER THE INSIGHT OPERATING SOFTWARE PRODUCT.
- IF YOU TRANSFER POSSESSION OF ANY COMPLETE COPY OR PORTION OF THE INSIGHT OPERATING SOFTWARE PRODUCT TO ANOTHER PARTY, WITHOUT THE EXPRESS WRITTEN CONSENT OF SIEMENS BUILDING TECHNOLOGIES, INC, YOUR LICENSE IS AUTOMATICALLY TERMINATED. YOU RECOGNIZE THAT SUCH TERMINATION IS NOT A COMPLETE REMEDY AND SIEMENS BUILDING TECHNOLOGIES, INC. IS ENTITLED TO SEEK FURTHER RELIEF SHOULD YOU VIOLATE THIS EULA.

REVERSE ENGINEERING, DISASSEMBLY.

You are prohibited from reverse engineering, disassembling, decompiling, or decoding the object code provided to you, or otherwise translating the object code for the INSIGHT Operating Software Product, or permitting any third party to do the same. You recognize that your rights to use the INSIGHT Operating Software are strictly limited to use of the code in the object form as provided to you by Siemens Building Technologies, Inc. pursuant to this EULA.

TERM.

The EULA is effective until terminated. You may terminate it at any time by destroying the INSIGHT Operating Software Product together with all copies in any form. It will also terminate upon conditions set forth elsewhere in the EULA or if you fail to comply with any term or condition of this EULA. You agree upon such termination to destroy the INSIGHT Operating Software Product together with all copies.

LIMITED WARRANTY.

THE INSIGHT OPERATING SOFTWARE PRODUCT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE INSIGHT OPERATING SOFTWARE PRODUCT IS WITH YOU. SHOULD THE INSIGHT OPERATING SOFTWARE PRODUCT PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

Siemens Building Technologies, Inc. does not warrant the functions contained in the INSIGHT Operating Software Product will meet your requirements or that the operation of the INSIGHT Operating Software Product will be uninterrupted or error free. However, Siemens Building Technologies, Inc. warrants the media on which the INSIGHT Operating Software Product is furnished to be free from defects in materials and workmanship under normal use for a period of ninety days from the date of shipment.

LIMITATIONS ON REMEDIES.

Siemens Building Technologies, Inc.'s entire liability and your exclusive remedy shall be:

- the replacement of any media not meeting Siemens Building Technologies, Inc. "Limited Warranty" and which is returned to Siemens Building Technologies, Inc. or an authorized Siemens Building Technologies, Inc. distributor, or
- if Siemens Building Technologies, Inc. or an authorized Siemens Building Technologies, Inc. distributor is unable to deliver a replacement media which is free of defects in materials or workmanship, you may terminate the EULA by returning the INSIGHT Operating Software Product and your money will be refunded.

IN NO EVENT WILL SIEMENS BUILDING TECHNOLOGIES, INC. BE LIABLE TO YOU FOR ANY DAMAGES INCLUDING ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH SOFTWARE PRODUCT EVEN IF SIEMENS BUILDING TECHNOLOGIES, INC. OR ANY AUTHORIZED SIEMENS BUILDING TECHNOLOGIES, INC. DISTRIBUTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY CLAIM BY ANY OTHER PARTY.

TERMINATION.

Upon termination of this EULA, all rights granted to you will terminate and revert to Licensor. Promptly upon termination of this EULA for any reason or upon discontinuance or abandonment of your possession or use of the INSIGHT Operating Software Product, you must return or destroy all copies of the INSIGHT Operating Software Product in your possession, and all other materials pertaining to the INSIGHT Operating Software Product (including all copies thereof). You agree to certify your compliance with such restriction upon Licensor's request.

GENERAL.

This EULA will be governed by the laws of the State of Illinois, USA. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, and/or a limitation of implied warranty, such limitations may not apply to you. In the event that any term of this EULA is or becomes or is declared to be invalid or void by any court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed severed from this EULA and all the remaining terms of this EULA shall remain in full force and effect.