

FIN™ FRAMEWORK END USER LICENSE AGREEMENT

IMPORTANT—READ CAREFULLY: This End-User License Agreement ("**EULA**") is between You (either an individual or a legal entity) and J2 Innovations, Inc. ("J2") (each a "**Party**" and collectively "**Parties**") for the "**Software**" specified in Clause 1 herein.

This Software is protected under U.S.A., Swiss and other foreign Copyright Laws and provisions in international treaties. Unauthorized reproduction and distribution of this software or parts of it is liable to prosecution. It may be prosecuted according to criminal as well as civil law and may result in severe punishment and/or damage claims. You must reproduce and include the copyright notices with any permitted copies You make of the Software.

By installing, copying, and/or using the Software, You acknowledge and confirm that You (1) have read and understood the EULA as well as any other additional terms made available to you together with the Software ("**Additional Terms**"), (2) agree to be bound by the terms and conditions of this EULA and the Additional Terms and (3) have the power to make such a declaration for your company. J2 does not license the Software to You if You do not agree to the terms and conditions of this EULA. In such an event, do not install the Software and promptly contact J2 or the J2 distributor from whom you obtained the Software for instructions on return of the Software.

1. DEFINITIONS.

- a) "Software" means (i) the software offered by J2 under the brand name FIN™ Framework in any release and (ii) any related electronic or written documentation.
- b) All capitalized terms shall have the definition identified herein.

2. LICENSE GRANT AND USE RESTRICTIONS. J2 grants to You a non-exclusive, non-transferable, limited license to use the Software in object code form and solely for your own use. The configuration and execution of the Software is supervised by a license key supplied separately for the Software (the "License Key"). The EULA permits use of the Software, only within the boundaries established by the License Key. The license grant is subject to the following limitations:

- a) If the Software was obtained by You from J2 or its distributors as embedded in a hardware device (such as a building controller), You may only use the Software as embedded in such hardware device for connection across a network to as many data points as permitted by the License Key, and access the Software via a browser on a computer owned or licensed by You in accordance with the related documentation for the Software.
- b) If the Software was obtained by You from J2 or its licensed distributors for use on a single machine, then You may only install the Software on a single machine owned or licensed by You at any one time for connection across a network to as many data points as permitted by the License Key. You may make only one copy of the Software as an archival backup copy of the original.
- c) The number of users permitted to concurrently access the Software may be limited in accordance with the License Key.
- d) If this Software includes any related documentation provided in electronic form, You may print copies of this electronic documentation.
- e) You may not distribute, sublicense, rent, lend, lease, assign or transfer this EULA, the Software or its components, in whole or in part without express written consent from J2.
- f) You may not or direct any third party to reverse engineer, de-compile, or disassemble the Software except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- g) You also shall not or direct any third party to (i) modify or create a derivative work of the Software, or (ii) extract any individual parts except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- h) This EULA does not grant You any rights whatsoever in relation to the trademarks or service marks of J2, Siemens or either's affiliates.

3. MISUSE OF THE LICENSED SOFTWARE If a misuse of the Software by You requires J2 or any licensor of

J2 to engage in any legal or other proceeding to enforce their rights under this EULA, J2 and/or its licensor shall be entitled to recover from You, in addition to any other sums due, reasonable attorney's fees, costs and disbursements unless otherwise agreed in a separate writing between the Parties.

4. **ADDITIONAL TERMS FOR THIRD PARTY COMPONENTS.** This EULA applies to service packs, extension packs, platform releases and any other updates, releases, revisions, enhancements, or supplements to the original Software provided by J2 or its distributors ("Updates"), unless J2 or its distributors provide other terms along with the Update. The Software may contain certain components such as open source software components or third party components licensed by J2 (each, a "Component"). Each Component may have a separate end user license agreement (a "Third Party License"). The terms of any Third Party License (if any) that apply to the Software are specified and part of the Additional Terms made available for your review at www.usa.siemens.com/btcpseula.
5. **OTHER THIRD PARTY SOFTWARE NOT PROVIDED.** Except where the parties agree in writing to the contrary, you are solely responsible for ensuring that: (i) the system on which the Software is installed, run and/or used contains all third party software not contained in or bundled with the Software as delivered and that is necessary to run, install and/or use such Software ("Other Third Party Software") and (ii) You and/or your system fulfill the requirements of all required licenses for such Other Third Party Software.
6. **TERMINATION.** This EULA is effective from the first date You install, copy or otherwise use the Software. You may terminate this EULA at any time by deleting or destroying the Software, all backup copies and all related materials provided to You by J2 except where otherwise is agreed between J2 and You. Without prejudice to any other rights of J2 or its distributors, Your license rights terminate automatically and immediately without notice if You fail to comply with any provision or condition of this EULA. In such a case You will be obliged to destroy all copies, all related materials of the Software and all its components.
7. **WARRANTY DISCLAIMER.** Unless J2 agrees in a separate writing to provide an exception to this warranty disclaimer with respect to the Software J2 shall be only liable for defects and any violation of property rights as set forth in this Clause as follows:

You acknowledge the Software is provided "as is" and neither J2 nor any of its licensors make any representation or warranties, express or implied, including but not limited to the warranties of merchantability or fitness for the particular purpose or that the Software will not infringe any third party patents, copyrights, trademarks or other rights. There is no warranty by J2 or its licensor or by any other party that the functions contained in the Software will meet your requirements or that the operation of the Software will be uninterrupted or error-free. No oral or written information or advice given by a J2 representative shall create a warranty of in any way affect this disclaimer. You assume all responsibility to achieve your intended results and for the installation, use, and results obtained from it. This exclusion shall not apply in the event of gross negligence or respecting matters that cannot be excluded or limited under applicable law.

8. **LIMITATION OF LIABILITY.** Unless otherwise agreed in a separate writing between the parties, in no event shall J2, its employees, licensors, affiliates or agents be liable for any costs of procurement of substitute goods or services, loss of data, loss of use, property damage, loss of profits interruption of business or any special, indirect, incidental, economic, punitive or consequential damages, however caused, and whether arising under contract, tort, negligence, or other theory of liability, or arising out of the use of or inability to use the Software, even if J2 is advised of the possibility of such damages. The limitation of liability shall not apply if and to the extent involving matters that cannot be excluded or limited under applicable law.
9. **TECHNICAL SUPPORT AND AUDIT.** J2 and its affiliates have no obligation to furnish You with technical support services or to debug the Software unless separately agreed in writing between You and J2. J2 and where applicable its licensors in the Software shall be free to use any feedback and/or technical data including audit data received from You resulting from your access to and use of the Software for any purpose including (without limitation) development, manufacture, marketing, product ordering, and maintenance or support of products and services. If and insofar as permissible under the relevant laws, You permit J2 and its affiliates to audit the use of the Software and will give assistance and access to the necessary information.

10. DATA PROTECTION AND USE CONSENT:

- (a) You acknowledge that J2 uses a software-based solution for administration of data and license information. You agree that J2 stores and uses all data and information required for the business relationship between You and J2 or resulting from said relationships, especially but not limited to contractual documents and papers as well as data and information of and about You and Your auxiliary persons necessary for the performance of the contract. Such information may be stored and used in and outside the U.S.A. Furthermore, all this data and information may be disclosed to J2's associated companies for corresponding processing, especially for providing services, fulfillment of legal requirements or for J2 internal audit and/or supervisory requirements; this always in compliance with respectively applicable data protection laws.
- (b) You agree that J2 and its affiliates may also collect and use technical information gathered as part of the product support services provided to you, if any, related to the Software. J2 may use this information solely to improve our products or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you.

11. SECURITY DISCLAIMER

- (a) In order to protect plants, systems, machines and networks against cyber threats, it is necessary to implement – and continuously maintain – a holistic, state-of-the-art security concept. The Licensed Software only forms one element of such a concept. You are responsible for preventing unauthorized access to your plants, systems, machines and networks which should only be connected to an enterprise network or the internet if and to the extent such a connection is necessary and only when appropriate security measures (e.g. firewalls and/or network segmentation) are in place.
- (b) J2's License Software undergoes continuous development to make it more secure. J2 strongly recommends that updates are applied as soon as they are available and that the latest versions are used. Use of versions that are no longer supported, and failure to apply the latest updates may increase your exposure to cyber threats. J2 strongly recommends complying with security advisories on the latest security threats, patches and other related measures.

12. EXPORT CONTROL. The Software, including technical data / cryptographic software, may be subject to Swiss, German, European Union and U.S. export controls and may be subject to import or export controls in other countries. You agree to strictly comply with all applicable import and export regulations when distributing or using the Software. J2 shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of Swiss national or European Community and US Re-export international foreign trade or customs requirements or any embargoes or other sanctions.

13. FOR U.S. GOVERNMENT END USERS: The Software was developed at private expense and is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Software with only those limited rights set forth therein.

14. MISCELLANEOUS. Unless J2 has given separate individual contract conditions in writing this EULA represents the entire agreement between You and J2 relating to the Software and (i) supersedes all prior or contemporaneous oral or written communications with respect to its subject matter; and (ii) prevails over any conflicting or additional terms of any communication between the Parties during the term of this EULA. If any provision of this EULA is held invalid, all other provisions shall remain valid unless such validity would frustrate the purpose of this EULA, and this EULA shall be enforced to the full extent allowable under applicable law.