

UNCONTROLLED COPY – WEBSITE VERSION GOVERNS

END USER LICENSE AGREEMENT

BAS On-Premises Building Automation Software

(WebCTRL® • i-Vu® • OEMCtrl® • Other Carrier-Family BAS On-Premises Products)

Licensor: Automated Logic Corporation (“**Provider**”), 1150 Roberts Blvd., Kennesaw, Georgia 30144, USA - a Carrier company.

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IMPORTANT – READ CAREFULLY

This End User License Agreement (“**EULA**”) is a legal agreement between Automated Logic Corporation (“**Provider**” or “**Licensor**”) and the entity or individual that acquires, installs, or uses the Software (“**Customer**” or “**you**”). This EULA, constitutes the **complete contractual framework** governing Customer’s installation, deployment, configuration, access, and use of the on-premises version of the Provider’s BAS building automation system software, including executable code, firmware, updates, and Documentation (collectively, the “**Software**”).

By downloading, installing, copying, accessing, or using the Software or by clicking “I Accept” or any equivalent affirmative acceptance mechanism), Customer agrees to be bound by this EULA. If Customer does not agree, Customer must not install, access, or use the Software, and must promptly return or destroy any copies in its possession. If you are accepting on behalf of an entity, you represent that you have authority to bind that entity, and “Customer” refers to that entity.

THE SOFTWARE IS LICENSED, NOT SOLD. ALL RIGHTS NOT EXPRESSLY GRANTED ARE RESERVED BY PROVIDER.

1. DEFINITIONS

1.1 “**Acquisition Document**” means any document or record evidencing Customer’s authorized acquisition of, and license rights to, the Software, including (a) a quote, proposal, statement of work, or purchase order issued by an Authorized Integrator and accepted by Customer; (b) an accepted eStore or e-commerce transaction confirmation; (c) Provider’s delivered license keys, activation records, or Software registration records evidencing the licensed scope; or (d) a direct ordering document executed by Provider and Customer. The absence of a Provider-countersigned ordering document does not affect the validity or enforceability of this EULA.

1.2 “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with Provider or Customer, as applicable.

1.3 “**Authorized Integrator**” means (a) a Provider-authorized independent dealer, distributor, dealer, reseller, or systems integrator, or (b) a Provider wholly owned branch or field office, in each case authorized by Provider to sell, install, commission, or service the Software.

1.4 **“Authorized Users”** means Customer's employees and contractors (and, where Customer has retained a third-party facilities or IT service provider acting solely on Customer's behalf and bound by confidentiality and use obligations no less protective than this EULA, such service provider's personnel) authorized by Customer to use the Software solely for Customer's internal business purposes.

1.5 **“Customer Data”** means operational, configuration, alarm, trend, point, equipment, log, and metadata generated from Customer's building automation systems and processed by or through the Software.

1.6 **“Derived Data”** means aggregated and/or de-identified data derived from Customer Data and/or Telemetry Data that does not identify Customer, a facility, or any individual, and from which re-identification of Customer, any facility, individual, or specific operational deployment is not commercially reasonable.

1.7 **“Documentation”** means Provider's then-current user guides, technical manuals, specifications, release notes, lifecycle notices, and installation instructions made available with the Software.

1.8 **“Firmware”** means firmware or embedded software delivered for use with Provider-approved controllers, routers, gateways, field devices, or other hardware, including updates, patches, or replacements thereof.

1.9 **“On-Premises Environment”** means computing infrastructure (physical or virtual) that is owned, leased, or fully controlled by Customer and not hosted, managed, or operated by Provider or a third party on Customer's behalf.

1.10 **“Sites”** means the physical facilities or sites at which Customer is authorized to install and use the Software, as identified in or reasonably determined from the Acquisition Document.

1.11 **“Telemetry Data”** means technical, diagnostic, and usage information generated by the Software, including logs, performance metrics, and license or activation status. Telemetry Data does not include Personal Data; if Personal Data is inadvertently collected, Provider will delete or de-identify it promptly.

2. SCOPE — ON-PREMISES ONLY

2.1 **On-Premises Limitation.** The Software may be installed and used solely within Customer's On-Premises Environment and solely at Sites identified in the Acquisition Document.

2.2 **No Hosted or SaaS Rights.** No rights are granted to use the Software as hosted software, software-as-a-service (SaaS), cloud service, managed service, or remote monitoring service operated by Provider or any third party, except under a separate written agreement executed by Provider. Provider's (or its authorized field office's) remote access for installation, commissioning, diagnostics, or support is not “hosting” under this section and may be logged.

2.3 **Customer Control and Responsibility.** Customer is solely responsible for procurement, operation, security, maintenance, backup, redundancy, and availability of its On-Premises Environment.

2.4 Channel Commercial Terms Carve-Out. Customer acknowledges that the Software is typically sold and delivered through Provider's authorized channel. **Commercial terms, including pricing, payment, project scope, professional services, warranties, support, and service-level commitments offered by an Authorized Integrator, are governed solely by Customer's agreement with that Authorized Integrator under § 4 below, and not by this EULA.** This EULA governs the licensing, use, intellectual property, data, and risk-allocation framework regardless of how the Software was acquired or through what channel.

3. LICENSE GRANT; SITES; AUTHORIZED USERS

3.1 License Grant. Subject to Customer's compliance with this EULA, the applicable Acquisition Document, and any applicable license keys or technical controls, Provider grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license to install and use the Software solely for Customer's internal building automation monitoring, control, optimization, and facilities operations.

3.2 Scope of License. The scope of the license, including Sites, Authorized Users, and any controller, point, or other quantity limits expressly identified in the Software's license keys, activation records, or Documentation, is as set forth in, or reasonably determined from, the Acquisition Document and the Software's license keys. Customer shall not deploy the Software at any Site not identified in, or reasonably determined from, the Acquisition Document. Customer may add Sites by acquiring additional licenses through an Authorized Integrator.

3.3 Backup. Customer may make a reasonable number of backup copies solely for archival and disaster-recovery purposes, provided all proprietary notices are reproduced.

3.4 Reservation of Rights. All rights not expressly granted are reserved by Provider and its licensors. No ownership interest in the Software is conveyed to Customer.

4. CHANNEL MODEL; AUTHORIZED INTEGRATORS

4.1 Sales and Delivery Model. Customer acknowledges that the Software may be sold, delivered, installed, or serviced by an Authorized Integrator acting in its own capacity and not as Provider's agent. The majority of BAS on-premises Software is acquired through a multi-tier channel, and Customer's commercial relationship for pricing, payment, project scope, professional services, warranties, support, and service-level commitments may be with an Authorized Integrator rather than directly with Provider.

4.2 No Authority to Bind Provider. No Authorized Integrator has authority to modify this EULA, grant additional license rights, or make warranties, representations, or commitments on behalf of Provider. Provider shall have no liability for unwritten or unauthorized Authorized Integrator commitments.

4.3 Separate Commercial and Services Terms. Pricing, payment, project scope, professional services, warranties, support, or service-level commitments offered by an Authorized Integrator are governed solely by Customer's agreement with that Authorized Integrator and do not modify the licensing, use, IP, data, or risk-allocation terms of this EULA.

4.4 Provider Field Offices. Where the Authorized Integrator is a Provider wholly owned branch or field office, such entity acts as part of Provider for licensing purposes only; local commercial or services terms may still be documented separately under § 4.3.

4.5 Affiliates and Subcontractors. Provider may use its Affiliates and authorized subcontractors to perform its obligations under this EULA, provided Provider remains responsible for their performance.

4.6 Acceptance via Channel Acquisition. Customer's acceptance of this EULA, whether through click-through, electronic acceptance, or by installing, copying, accessing, or using the Software, applies regardless of whether the Software was acquired through a direct Provider transaction, a field office, a distributor, a dealer, an authorized reseller, an eStore, or any other channel.

5. LICENSE RESTRICTIONS

Customer shall not, and shall not permit any third party to:

- (a) copy, modify, translate, or create derivative works of the Software;
- (b) reverse engineer, decompile, or disassemble the Software, except to the limited extent expressly permitted by applicable law (Including, where applicable, EU Software Directive Article 6 interoperability rights) notwithstanding this limitation, and provided Customer first requests the necessary interoperability information from Provider;
- (c) distribute, sublicense, rent, lease, host, , or provide the Software for third-party benefit, service bureau, or managed services purposes ; provided that this restriction does not prohibit Customer from using a third-party facilities or IT service provider acting solely on Customer's behalf and bound by confidentiality and use obligations no less protective than this EULA, so long as such use does not constitute service bureau, multi-tenant hosting, or third-party benefit;
- (d) use the Software to develop or support a competing product;
- (e) remove, alter, or obscure proprietary notices;
- (f) bypass, disable, or circumvent license keys, activation, metering, or other technical controls; or
- (g) deploy or use the Software outside the scope expressly licensed. where the licensed scope is determined by reference to the Acquisition Document and the Software's license keys, activation records, and Documentation; or
- (h) deploy the Software at any Site not identified in, or reasonably determined from, the Acquisition Document.

6. FIRMWARE AND EMBEDDED COMPONENTS

Firmware is licensed, not sold, and may be used only as incorporated into the specific Provider-approved hardware on which it is delivered. Customer shall not separate, copy, modify,

distribute, sublicense, or use Firmware on any other device. Firmware updates, patches, or replacements provided by Provider are deemed part of the Firmware and subject to this EULA.

7. OPERATIONAL LIMITATIONS; NO LIFE-SAFETY USE

7.1 No Life-Safety or Emergency Control. The Software is not designed, listed, or certified as a life-safety, fire alarm, smoke control, emergency response, medical, nuclear, or other safety-critical system. **Customer waives all claims for damages arising from any use of the Software in such prohibited environments.**

7.2 Advisory Outputs; No Substitute for Engineering Judgment. Software outputs, analytics, alarms, and recommendations are **advisory only** and do not replace professional judgment, engineering review, commissioning validation, or compliance with applicable building codes, safety standards, or regulatory requirements. Customer remains solely responsible for operation, maintenance, safety, and regulatory compliance of its facilities and systems.

8 THIRD-PARTY SYSTEMS AND PROTOCOLS

Interoperability with third-party systems (e.g., BACnet/IP, Modbus, lighting, access control, energy systems, CMMS/ITSM, or other OT/IT platforms) may require additional configuration, fees, or third-party licenses. Provider is not responsible for the availability, accuracy, performance, security, or continued operation of any third-party hardware, networks, software, integrations, data sources, or services, even if recommended or supported by an Authorized Integrator.

9. DATA; TELEMETRY; FEEDBACK; PRIVACY

9.1 Customer Data Ownership. As between the parties, Customer retains ownership of Customer Data.

9.2 Limited License for Support. Customer grants Provider a limited, non-exclusive, royalty-free license to use Customer Data solely to the extent Customer affirmatively provides such data for support, troubleshooting, diagnostics, security, or legal compliance.

9.3 Telemetry. Provider may collect and use Telemetry Data for security, diagnostics, analytics, license enforcement, and product improvement. Telemetry collection is enabled by default for license enforcement and security purposes; Customer may disable additional telemetry features (e.g., analytics, product improvement) via Software configuration. Provider will handle Telemetry Data in accordance with its then-current Information Security Standards.

9.4 Derived Data. Provider owns all rights in Derived Data, subject to the de-identification standard in § 1.8.

9.5 Feedback. Customer grants Provider a perpetual, irrevocable, worldwide, royalty-free license to use and incorporate feedback or suggestions without restriction.

9.6 Data Processing. To the extent Provider Processes Personal Data on Customer's behalf under applicable data protection laws (including GDPR, UK GDPR, and U.S. state privacy laws), Provider's then-current Data Processing Addendum ("**DPA**"), available on Provider's brand-specific legal webpage (the "**Legal Webpage**"), applies and is incorporated by reference.

Ordinary on-premises operation of the Software typically does not involve such Processing; the DPA applies only where it occurs.

10. UPDATES

Provider may provide updates, patches, or enhancements at its discretion. This EULA applies to all updates unless additional terms are presented with an update.

11. CONFIDENTIALITY

The Software, Documentation, license keys, and other non-public technical and security information provided by Provider are Provider's confidential and proprietary information. Customer shall protect them using at least reasonable care and disclose them only to Authorized Users bound by confidentiality obligations no less protective than this EULA. Provider shall treat Customer Data as confidential and will not disclose it to any third party except (a) as necessary to provide support requested by Customer, (b) as required by law or valid legal process, or (c) to Provider's Affiliates and authorized subprocessors bound by equivalent confidentiality obligations.

12. INTELLECTUAL PROPERTY

Provider and its licensors retain all right, title, and interest in and to the Software, Documentation, Telemetry Data, Derived Data, configurations, models, derivatives, and improvements, including all intellectual property rights therein. No rights are granted to Customer except as expressly set forth in this EULA.

13. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." PROVIDER AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, AND LICENSORS DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY. LICENSOR DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OR THAT DEFECTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION CREATES A WARRANTY. ANY LIMITED WARRANTY OFFERED BY AN AUTHORIZED INTEGRATOR IS GOVERNED EXCLUSIVELY BY THE INTEGRATOR'S AGREEMENT UNDER § 4.3 AND IS NOT A WARRANTY OF PROVIDER.

WITHOUT LIMITING THE FOREGOING, PROVIDER MAKES NO WARRANTY THAT THE SOFTWARE WILL BE FREE FROM CLAIMS OF INFRINGEMENT BY THIRD PARTIES, AND **PROVIDER HAS NO OBLIGATION TO DEFEND, INDEMNIFY, OR HOLD CUSTOMER HARMLESS AGAINST ANY CLAIM THAT THE SOFTWARE INFRINGES ANY PATENT, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHT, EXCEPT TO THE EXTENT EXPRESSLY AGREED IN A SEPARATE WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF PROVIDER.** Any voluntary support, cooperation, or defense Provider may extend in connection with a third-party intellectual property claim does not constitute a waiver of this disclaimer or an admission of any indemnity obligation.

14. LIMITATION OF LIABILITY

14.1 Exclusion of Indirect Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF DATA, LOSS OF PROFITS, LOSS OF GOODWILL, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO THIS EULA OR THE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2 Aggregate Cap. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROVIDER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS EULA OR THE SOFTWARE SHALL NOT EXCEED **THE AMOUNT PAID TO PROVIDER (OR, IN A CHANNEL TRANSACTION, THE AMOUNT PROVIDER RECEIVED FROM THE AUTHORIZED INTEGRATOR ATTRIBUTABLE TO CUSTOMER'S LICENSE) FOR THE SOFTWARE LICENSE GIVING RISE TO THE CLAIM.**

14.3 Exceptions to Cap. The limitations in §§ 14.1 and 14.2 do **not** apply to (a) Customer's breach of §§ 5 (License Restrictions), 6 (Firmware), or 16 (Export Controls); (b) either party's breach of confidentiality under § 11 (subject to a super-cap equal to two (2) times the cap in § 14.2); (c) either party's gross negligence or willful misconduct; or (d) liability that cannot be excluded or limited under applicable law.

14.4 Limitations Period. No action, regardless of form, arising out of any transaction under this EULA may be brought more than two (2) years after the claimant has knowledge of the occurrence giving rise to the cause of action, except where applicable law prohibits a contractual limitation of this length, in which case the shortest permissible period applies.

14.5 Essential Basis. The parties acknowledge that the limitations in this § 14 are essential to the basis of the bargain.

15. LICENSE COMPLIANCE AND AUDIT

Customer shall use the Software in compliance with the scope of licenses granted under this EULA and the Acquisition Document. Provider may verify compliance through (a) written certification by Customer, (b) review of deployment or license records reasonably requested by Provider, or (c) a limited audit conducted remotely or onsite, **no more than once in any twelve (12) month period, upon at least ten (10) business days' prior written notice**, during normal business hours, and in a manner that does not unreasonably interfere with Customer's operations. Audits will be limited to information that is reasonably necessary to verify compliance and will not access Customer Data unrelated to license compliance. If an audit reveals material non-compliance, Customer shall promptly remedy it, including by purchasing additional licenses or Sites. Provider may recover its reasonable audit costs only if the audit reveals material under-licensing.

16. THIRD-PARTY SOFTWARE; OPEN SOURCE; JAVA NOTICE

16.1 Third-Party Software. Customer acknowledges that software provided by third-party vendors ("**Third-Party Software**") may be embedded in or delivered with the Software. The terms of this EULA and such other terms that Licensor may deliver with the Software apply to Customer's use of such Third-Party Software. Third-Party Software vendors are intended

third-party beneficiaries of this EULA with respect to their software. Customer may use Third-Party Software only with the Software and not on a stand-alone basis.

16.2 Publicly Available Software. Portions of the Software may include software distributed under open source or publicly available licenses (“**Publicly Available Software**”). Customer’s use of Publicly Available Software is governed by the applicable license terms. Nothing in this EULA is intended to impose restrictions on Customer’s use of Publicly Available Software inconsistent with those licenses. The warranty disclaimer in § 13 and the limitation of liability in § 14 apply to the Software as a whole, including Publicly Available Software included in the Software. Information about such Publicly Available Software, including source code and license agreements, is available at the open-source notices page identified on Provider’s brand-specific legal page: <https://www.controlj.com/opensourceindex.html>.

16.3 Legacy Java Notice. As a legacy flow-through obligation originating with Sun Microsystems, Inc. (now Oracle America, Inc.), Licensor is obligated to make the following disclaimer: THE SOFTWARE MAY CONTAIN SUPPORT FOR PROGRAMS WRITTEN IN JAVA. JAVA TECHNOLOGY IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE AS ONLINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF JAVA TECHNOLOGY COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

17. U.S. GOVERNMENT LICENSE RIGHTS

The Software is commercial computer software. If acquired by or on behalf of the U.S. Government, the Software is provided with the commercial license rights and restrictions described in this EULA in accordance with FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable. Any use, duplication, or disclosure by the U.S. Government is subject to such restrictions.

18. EXPORT CONTROLS AND SANCTIONS

The Software and related technology may be subject to U.S. and other applicable export control and economic sanctions laws and regulations, including the U.S. Export Administration Regulations (“**EAR**”) and regulations administered by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“**OFAC**”). Customer shall not, directly or indirectly, export, reexport, transfer, or make available the Software or any related technology to any country, entity, or individual prohibited under applicable law, or for any prohibited end use, without obtaining all required governmental authorizations. Customer represents and warrants that it is not, and is not owned or controlled by, any entity or individual subject to economic sanctions or located in a comprehensively sanctioned jurisdiction. Provider may suspend or terminate access to the Software to the extent required to comply with applicable law or governmental order, without liability

19. TERMINATION; GOVERNING LAW; GENERAL

19.1 Termination. This EULA terminates automatically upon Customer's material breach that remains uncured for thirty (30) days after Provider's written notice describing the breach with reasonable specificity, except that material breaches of §§ 5 (License Restrictions), 6 (Firmware), 17 (U.S. Government), or 18 (Export Controls) entitle Provider to immediate termination without cure period. Upon termination, Customer shall immediately cease all use of the Software and, within thirty (30) days, destroy or delete all copies of the Software in its possession or control.

19.2 Governing Law and Venue. This EULA is governed by the laws of the **State of Georgia**, without giving effect to its conflict of law provisions, and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). Each party consents to **exclusive jurisdiction and venue in the state and federal courts located in the State of Georgia** for any dispute arising out of or relating to this EULA or the Software. Customer acknowledges that unauthorized use or disclosure of the Software or Provider's confidential information would cause irreparable harm and Provider may seek injunctive or equitable relief in addition to any other remedies, without the need to post bond.

19.3 Survival. Sections that by their nature should survive termination shall so survive, including §§ 1, 5, 7, 9.4, 9.5, 11, 12, 13, 14, 15, 16, 17, 18, 19.1 (last sentence), 19.2, and 19.4.

19.4 General. This EULA, the applicable Acquisition Document, and the DPA (if applicable) constitute the entire agreement between the parties regarding the on-premises BAS Software and supersede all prior communications on such subject matter. Authorized Integrator commercial terms under § 4.3 do not modify this EULA. Provider may update this EULA prospectively for new installations by posting an updated version to the Legal Webpage with a revised Effective Date; updates do not apply retroactively. Customer may not assign this EULA without Provider's prior written consent, except in connection with a merger or sale of all or substantially all assets to a non-competitor. Provider may assign to an Affiliate or successor without consent. If any provision is held invalid, the remainder remains in force and the invalid provision will be modified to the minimum extent necessary. No waiver is effective unless in writing. This EULA may be accepted electronically, which has the same legal effect as a signed original. The English version controls.

BY CLICKING "I ACCEPT," OR BY DOWNLOADING, INSTALLING, COPYING, ACCESSING, OR USING THE SOFTWARE, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD THIS EULA AND AGREES TO BE BOUND BY ITS TERMS.

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