

END USER LICENSE AGREEMENT FOR SIEMENS' BACNET FIELD PANEL WEB SERVER SOLUTION

IMPORTANT – READ CAREFULLY: This End-User License Agreement (“EULA”) is a legal agreement between You (either an individual, a legal entity or any affiliated companies or other entities) and Siemens Industry, Inc. as the licensor, ("Licensor" or “Siemens”). This EULA authorizes You to use the Licensed Software, specified in Clause 1 below, under the terms and conditions set forth below. Read this EULA carefully before installing or using the Licensed Software. Use of the Licensed Software is only permitted in connection with this EULA.

By pressing the "ACCEPT" button at the bottom of this page or otherwise installing, copying, and/or using the Licensed Software you acknowledge that you have (1) read and understood this EULA as well as each of the third party licenses, Open Source Software licenses and additional terms set forth in the “Other Component Agreement Readme” identified below (“Additional Terms”); and (2) agree to be bound by all of the terms and conditions of this EULA and such Additional Terms. You further agree that if Siemens or any licensor of Siemens is required to engage in any proceeding, legal or otherwise, to enforce their rights under this EULA, Siemens 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. Furthermore you confirm that you have the power to make such a declaration also for your company. If you do not agree to all the terms and conditions of this EULA, press the "Reject" button at the bottom of this page and the installation process will not proceed as you are not otherwise entitled to install or use the Licensed Software.

This EULA governs any updates, releases, revisions, or enhancements to the Licensed Software.

1. LICENSED SOFTWARE. As used in this EULA, the term “Licensed Software” means the components which make up the BACnet Field Panel Web Server solution. The solution includes such products as (i) Siemens’ BACnet Field Panel Web Client Application (also referenced in related documentation as “Field Panel Web UI”), Field Panel Web Server Software (also referenced in related documentation as “BACnet Field Panel Web Server” and “Field Panel Web Server”, Data Exchange Protocol and Data Exchange Software in any release of the foregoing, and (ii) any related media, printed materials, and “online” or electronic documentation. The Licensed Software is provided as embedded software in a Siemens’ field panel controller (“Field Panel”), such as a Siemens’ Compact or Modular Field Panel. The Licensed Software is accessed and used via the BACnet Field Panel Web Client Application that may be uploaded to a single computer upon acceptance of this EULA by You.

2. INTELLECTUAL PROPERTY RIGHTS NOTICE. The Licensed Software and all rights, without limitation including proprietary rights therein, are owned by Siemens, their licensors or affiliates and are protected by international treaty provisions and all applicable national laws. The structure, organization, and code of the Licensed Software are the valuable trade secrets and confidential information of Siemens, their licensors or affiliates. Except as expressly and unambiguously provided herein, You do not possess, and Siemens does not grant to You, any express or implied rights (whether by implication, estoppel or other legal theory) in or to any such intellectual property

rights and all such rights are retained by Siemens, its licensors or affiliates. You must reproduce and include the copyright notices with any permitted copies You make of the Licensed Software.

3. **LICENSE GRANT AND USE RESTRICTIONS.** The Licensed Software is not sold to You. Siemens only grants to You in this EULA a non-transferable, non-exclusive license to use the Licensed Software in object code only as residing in the Field Panel and for accessing and uploading the BACnet Field Panel Web Client Application of the Licensed Software from the Field Panel provided You comply with all terms and conditions of this EULA.

4. **LIMITATIONS ON LICENSE.** You may not copy, distribute, or make derivative works of the Licensed Software except as follows: (a) You are entitled to access, upload, install and execute the BACnet Field Panel Web Client Application of the Licensed Software on a computer owned by You ("Computer ") and to use or interact with the remaining Licensed Software embedded in the Field Panel through the use of the BACnet Field Panel Web Client Application. You are only permitted to access the BACnet Field Panel Web Client Application embedded in the Field Panel for upload to the Computer by submitting a web request via a web browser on the Computer to the web address of the Field Panel. The Field Panel's web address is supplied with the related documentation for the Licensed Software. (b) After installation of the BACnet Field Panel Web Client Application of the Licensed Software on the Field Panel in compliance with the EULA, You may only keep a single copy of the uploaded BACnet Field Panel Web Client Application on storage medium employed in or used with the Computer. If the BACnet Field Panel Web Client Application is erased from or damaged on the storage medium, You may upload another copy of the BACnet Field Panel Web Client Application from the original location. Unless specifically stated otherwise in this EULA, You may under no other circumstances make copies of the Licensed Software or of the printed materials which are enclosed with the Licensed Software. Any other copies You make of the Licensed Software are in violation of this EULA. (c) You may not use, modify, or transfer the right to use the Licensed Software other than together with the accompanying hardware or copy the Licensed Software except as expressly provided in this EULA. (d) You may not sublicense, rent or lease the Licensed Software. (e) You may not or direct any third party to, reverse engineer, decompile, or disassemble the Licensed Software programs except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. (f) You (or any third party at your direction) also shall not (i) modify or create a derivative work of the Licensed Software, or (ii) extract any individual parts except when and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. (g) This EULA does not grant You any rights whatsoever in relation to the trademarks or service marks of Siemens, Siemens AG or either's affiliates.

5. **NO OTHER OBLIGATIONS; RESERVATION OF RIGHTS.** This EULA creates no obligations on the part of Siemens other than as specifically set forth herein. Licensor reserve all rights not expressly granted to You in this EULA.

6. **ADDITIONAL SOFTWARE / COMPONENT LICENSES.** This EULA applies to updates or supplements to the original LICENSED SOFTWARE provided by Licensor or Siemens, unless Licensor or Siemens provides other terms along with the update or supplement. The Licensor or Siemens may contain certain components (each, a "Component") that included a separate end user license agreement (a "Component Agreement" or "Third Party License"). The terms of any Component Agreement or Third Party License as specified in the READ ME OSS document at "WWW.USA.SIEMENS.COM/BTCPSEULA" are herein incorporated by reference to this EULA;

in the event of any inconsistencies between this EULA and any Component Agreement or Third Party License, the terms of this EULA shall control.

7. MISUSE OF THE LICENSED SOFTWARE OR DATA GENERATED BY THE LICENSED SOFTWARE IS STRICTLY PROHIBITED BY LICENSOR, MAY VIOLATE U.S. AND OTHER LAWS AND MAY SUBJECT YOU TO SUBSTANTIAL LIABILITY. You are solely responsible for any misuse of the Licensed Software under this EULA and for any liability or damage related in any way to your use of the Licensed Software in violation of this EULA. You are also responsible for using the Licensed Software in accordance with the limitations of this EULA.

8. TERMINATION: This EULA is affective from the first date You upload BACnet Field Panel Web Client Application or otherwise install, copy or use the Licensed Software. Without prejudice to any other rights, Licensor or Siemens shall be entitled to terminate this EULA without notice if You fail to comply with any provision of this EULA. In such a case You will be obliged to destroy all copies, all related materials of the Licensed Software and all its components.

9. WARRANTY DISCLAIMER. Siemens shall be only liable for defects and any violation of property rights, as set forth in this Clause:

(a) EXCEPT AS EXPRESSLY WARRANTED, THE LICENSOR DOES NOT WARRANT THAT (i) THE LICENSED SOFTWARE SHALL OPERATE WITH ANY HARDWARE OTHER THAN THE FIELD PANEL IN WHICH THE LICENSED SOFTWARE WAS PROVIDED BY SIEMENS AND SOFTWARE OTHER THAN THE FIRMWARE PROVIDED BY SIEMENS IN SUCH FIELD PANEL OR AS SPECIFIED IN THE APPROPRIATE LICENSED SOFTWARE REFERENCE MANUAL SUPPLIED BY SIEMENS; (ii) THE LICENSED SOFTWARE SHALL SATISFY THE CUSTOMER'S OWN SPECIFIC REQUIREMENTS, (iii) COPIES OF THE LICENSED SOFTWARE OTHER THAN THOSE PROVIDED OR AUTHORIZED BY LICENSOR SHALL POSSESS FUNCTIONAL INTEGRITY, OR (iv) THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

(b) NEITHER SIEMENS NOR ANY OF ITS LICENSORS (IF ANY) MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OPERABILITY OF MODIFICATIONS TO THE LICENSED SOFTWARE NOT MADE BY THE SIEMENS, OR THAT THE LICENSED SOFTWARE WILL NOT INFRINGE ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS. SIEMENS DISCLAIMS ALL OBLIGATIONS AND LIABILITIES ON THE PART OF SIEMENS FOR DAMAGES TO THE FIELD PANEL OR THE COMPUTER, INCLUDING BUT NOT LIMITED TO SPECIAL, INDIRECT, AND CONSEQUENTIAL DAMAGES (EVEN IF SIEMENS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), AND WITH RESPECT TO ATTORNEY'S AND EXPERTS' FEES AND COURT COSTS IN AN ACTION WITH A THIRD PARTY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE LICENSED SOFTWARE BY LICENSEE, OR ANY THIRD PARTY.

(c) Any further rights and remedies than those as per this Clause 9 (in particular Your right to claim damages) based on a defect or a violation of property rights shall be excluded. This exclusion shall not apply in the event of gross negligence, unlawful intent or insofar as mandatory law provides otherwise.

10. LIMITATION OF LIABILITY. UNLESS OTHERWISE AGREED IN CLAUSE 9, IN NO EVENT SHALL SIEMENS, ITS EMPLOYEES, LICENSORS, AFFILIATES, AGENTS OR SIEMENS AG AND THEIR AFFILIATES BE LIABLE FOR ANY LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, PROPERTY DAMAGE, LOSS OF PROFITS, INTERRUPTION OF BUSINESS OR FOR 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 LICENSED SOFTWARE, EVEN IF SIEMENS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATION OF LIABILITY SHALL NOT APPLY IF AND TO THE EXTENT SIEMENS' LIABILITY IS MANDATORY UNDER THE APPLICABLE LAW (e.g., PRODUCT LIABILITY LAW OR INTENTIONAL MISCONDUCT).

11. DEBUGGING / TECHNICAL SUPPORT. Unless otherwise agreed in writing, Siemens or Siemens AG and their affiliates have no obligation to furnish You with technical support or to debug the Licensed Software ("Support Services"). Siemens may at its sole discretion offer You such support services concerning the Licensed Software. Siemens reserves the right to improve the Licensed Software described here and to carry out modifications at any time without any prior notice. Siemens and where applicable their licensors in the Licensed Software shall be entitled to freely use any feedback and/or technical data received from You resulting from your access to and use of the Licensed Software and/or from Siemens' Support Services for any business purposes, including (without limitation) product development, manufacture, marketing, product ordering, and maintenance or support of products and services. Siemens does not guarantee that Support Services shall cure any technical problem caused by the use of the Licensed Software.

12. EXPORT CONTROL. The Licensed 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 laws and regulations. Specifically, You agree, to the extent required by U.S. Export Administration Regulations, that You shall not disclose or otherwise export, re-export, transship, or transmit the Licensed Software or any part thereof delivered under this EULA to any country (including a national or resident of such country) to which the U.S. has restricted or prohibited the export of goods or services. You represent and warrant that You are not (i) located in any country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist sponsoring" country, or (ii) listed on any U.S. Government list of prohibited or restricted parties including the Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List.

13. FOR U.S. GOVERNMENT END USERS: The Licensed Software was developed at private expense and each component thereof 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 and FAR 52.227-19 Commercial Computer Software License 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 Licensed Software with only those limited rights set forth therein. Publisher is Siemens Industry, Inc., 1000 Deerfield Parkway, Buffalo Grove, Illinois, 60089, USA.

14. GOVERNING LAW. This EULA shall be governed by and construed and interpreted by the laws of the State of Illinois, without regard to any conflict of laws provisions therein.

15. Miscellaneous. This EULA represents the entire agreement between You and Licensor or Siemens relating to the Licensed Software and (i) supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter; and (ii) prevails over any conflicting or additional terms of any acknowledgement or similar communication between the parties during the term of this License. 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. No modification to this EULA is binding, unless in writing and signed by a duly authorized representative of each party. This EULA shall be binding on and shall inure to the benefit of the heirs, successors, and assigns of the parties hereto. The failure of either party to enforce any right resulting from the breach of any provision of this EULA by the other party will not be deemed a waiver of any right related to a subsequent breach of such provision or any other right hereunder.

© Siemens Industry, Inc. 2010-2017. All rights reserved.