

c-treeEDGE™ IoT Database Extensions V2 License Agreement

CAREFULLY READ THE TERMS OF THIS LICENSE AGREEMENT (“Agreement”) BEFORE INSTALLING, DOWNLOADING, ACCESSING, OR USING THE SOFTWARE. INSTALLING, DOWNLOADING, OR USING THE SOFTWARE IN ANY WAY SHALL BE YOUR AFFIRMATIVE ACT OF ACCEPTANCE OF ALL THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY PROVISION OF THIS AGREEMENT, DO NOT INSTALL, DOWNLOAD, ACCESS OR USE THE SOFTWARE. Contact FairCom if you have questions or concerns about this Agreement. Once affirmatively accepted by you in the manner described above, this shall be a legally binding and enforceable Agreement between the FairCom USA Corporation (“FairCom”) and you (hereinafter referred to as “Licensee”). Licensee is and refers herein to you personally if you are acting on your own behalf, or is and refers herein to any entity that is the organization, corporation, or other party on whose behalf you are acting. This Agreement governs the use of the c-treeEDGE Extensions which may include connectors for the ThingWorx® platform with optional editions that include MQTT, REST, and/or AlwaysOn connectivity methods, as well as any other tools or utilities that accompany this Agreement and which are used to communicate with an otherwise licensed c-treeEDGE MicroServer.

License:

1. Grant of License.

Subject to all the terms set forth herein, FairCom grants to Licensee and Licensee accepts the non-exclusive, non-transferrable, non-sublicenseable right and license to install and use the c-treeEDGE Extensions (comprised of the accompanying source code – if applicable, object code, binary executable files, documentation, sample/utility programs, and media, hereinafter collectively called the “Software”) for its intended purpose exclusively on an otherwise licensed ThingWorx platform, on any number of computers provided the Software is used exclusively to communicate with an otherwise licensed c-treeEDGE MicroServer.

2. Software License Restrictions.

The Software distributed under this Agreement is subject to limited use only. Without obtaining an additional license grant from FairCom, Licensee shall not:

- a. disassemble, decompile or reverse engineer the Software or translate the Software to another computer language; or
- b. alter, remove, obscure or otherwise modify the copyright, intellectual property, trademark, and/or statements of confidentiality embedded in the Software.

General Terms and Conditions:

3. Proprietary Information.

Licensee acknowledges and agrees that the Software contains information that is proprietary to and owned by FairCom. Licensee shall not delete, obscure, alter or remove any proprietary notices, nor distribute, disclose to any third party, copy or make summaries of any “Proprietary Information” contained in the Software, nor utilize any Proprietary Information for any purpose not specifically authorized herein. As used herein, “Proprietary Information” means, without limitation, any and all Software source code, object code, binary executable files, data, inventions, patents, discoveries, improvements, trademarks, copyrights, trade secrets, algorithms, mathematical constraints, FairCom confidential information, know-how and ideas embodied in the Software and any and all intangible intellectual property or privileges of a nature similar to the foregoing, including, without limitation, in every case in any part of the world and whether or not registered, whether received by Licensee from FairCom or from any third party under obligation to FairCom to maintain such information as confidential or not.

4. Title.

The Software is licensed only, not sold, to Licensee. This license does not convey to Licensee any ownership interest whatsoever in or to the Software or any rights therein. All title and intellectual property right (including but not limited to copyright, patent, trademark, trade secret or other) in and to the Software, any accompanying documentation or written material whether in electronic or printed form, and any copies of the Software are owned by FairCom and/or its suppliers, and are protected by applicable copyright or other intellectual property laws and

treaties. All such rights are and shall remain the exclusive property of FairCom and/or its suppliers. All rights not expressly granted to Licensee are reserved for FairCom.

5. **Backup Copies.**

Licensee is permitted to make a reasonable number of copies of the Software to be used exclusively for Licensee's backup or archival purposes.

6. **Termination.**

Licensee may terminate this Agreement at any time. In the event Licensee violates any term of this Agreement and Licensee fails to correct the indicated violation within fourteen (14) days of notification thereof, FairCom may, at its sole discretion, terminate this Agreement, by providing ten (10) days written notice of such termination to Licensee. Upon termination of this Agreement for any reason, Licensee's obligation to maintain the confidentiality of the Software shall remain in effect. Licensee shall immediately destroy all copies of the Software, whether retained in whole or in part; modified or not; in source, object or binary executable format. Licensee shall, upon FairCom's written request and according to the procedures for certification set forth in the "Compliance Certification and Audit" section below, certify that Licensee has complied with all the requirements of this section.

7. **Assignment of License.**

This Agreement is assignable by FairCom without limitation. Licensee shall not loan, rent, lease, assign or share use of the Software or this license with any other person or entity unless Licensee first obtains the prior written consent of FairCom.

8. **Trademarks.**

"c-treeEDGE", "c-treeACE", "c-treeRTG", "c-treeAMS", "c-tree", "c-tree Plus", "FairCom" and FairCom's circular disc logo are trademarks of FairCom, registered in the United States and other countries. "ThingWorx" is a registered trademark of PTC. No right or ownership interest whatsoever in such trademarks is granted to Licensee herein. Licensee shall not use any FairCom trademarks, except as specifically required and authorized by this Agreement, without the express written consent of FairCom. Licensee shall not alter, remove, obscure or otherwise modify any trademarks of FairCom on any products or contained in or on the Software. Further Licensee shall comply with any quality control or usage guidelines for any FairCom or third party trademarks on or related to the Software as communicated by FairCom from time to time.

9. **Indemnification.**

Licensee agrees to indemnify, hold harmless and defend FairCom, any of its licensors, affiliates or subsidiaries and any members, officers, employees and agents of the foregoing, from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person or entity, arising out of or relating to: (a) this Agreement or Licensee's violation of the terms and conditions thereof; (b) Licensee's use of the Software, including any data, content, communication or work transmitted or received by Licensee; (c) any unacceptable use of the Software by Licensee or through Licensee's account, including, without limitation, any statement, data or Licensee content posted, made, transmitted or republished by Licensee which is prohibited as unacceptable under this Agreement; (d) any intentional or negligent act or omission of Licensee; (e) Licensee's violation of any third party rights, including, without limitation, any intellectual property or privacy right; and (f) any claim that any Licensee content posted by Licensee caused damage to a third party.

10. **Disclaimer of Warranties.**

TO THE EXTENT PERMITTED BY LAW AND EXCEPT AS OTHERWISE PROVIDED HEREIN, THE SOFTWARE IS PROVIDED BY TRANSFORM AND ITS LICENSORS "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY STATED ABOVE. TO THE EXTENT PERMITTED BY LAW, FAIRCOM AND ITS LICENSORS MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND THERE ARE EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY STATUTE, LAW, COURSE OF DEALING, CUSTOM AND PRACTICE OR TRADE USAGE. EXCEPT AS OTHERWISE PROVIDED HEREIN, FAIRCOM AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE USE, RESULTS, CORRECTNESS, ACCURACY, RELIABILITY, SUITABILITY OR OTHERWISE OF THE SOFTWARE. THE SOFTWARE MAY INCLUDE THIRD PARTY SOFTWARE LICENSED BY FAIRCOM AND SUBLICENSSED TO

LICENSEE. FAIRCOM MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING ANY SUCH THIRD PARTY SOFTWARE, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT. The entire risk as to the quality and performance of the Software shall be borne by Licensee. Should the Software prove defective, Licensee assumes the entire cost of all necessary servicing, repair and/or correction. Neither FairCom nor any third party contributors to the Software warrant that the technology contained in the Software will meet Licensee's requirements or that the operation of the Software will be uninterrupted or error-free. The Software is licensed in "as is" condition with respect to defects of any kind. The parties to this Agreement intend that the applicable provisions of the Uniform Commercial Code govern for purposes of affording to FairCom the same protections afforded to sellers regarding the claim of warranty, limitation of liability and remedies.

11. Limitation of Liability and Remedies.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, BREACH OR FAILURE OF WARRANTY, STRICT LIABILITY, STATUTORY OR OTHERWISE, SHALL FAIRCOM, OR ITS AUTHORIZED PARTNERS, LICENSORS OR SUPPLIERS BE LIABLE TO LICENSEE OR TO ANY OTHER PERSON FOR LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF USE, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR EXEMPLARY OR PUNITIVE DAMAGES. LICENSEE UNDERSTANDS THAT THE SOFTWARE IS NOT INFALLIBLE, AND LICENSEE ACCEPTS ALL RISKS IN ITS USE OF THE SOFTWARE WHICH ARE BASED IN WHOLE OR IN PART ON THE USE OF THE SOFTWARE. IN NO EVENT SHALL FAIRCOM, OR ITS AUTHORIZED PARTNERS OR SUPPLIERS BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE AMOUNTS ACTUALLY PAID FOR THE SOFTWARE, EVEN IF FAIRCOM, OR ITS AUTHORIZED PARTNERS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FairCom's cumulative and total liability to Licensee or any other party for any claim, demand or action arising from or related to this Agreement or Licensee's authorized use of the Software (whether such claim is made in contract, warranty, tort, product or strict liability, patent or copyright infringement, or any other theory whatsoever), including, without limitation, any claim for damages based on computer viruses or data loss, shall not exceed the amount of the actual license fee paid to FairCom for the use of the Software, even if Licensee paid no fee. Licensee's exclusive and sole remedy is to request repair of the Software or to request a refund. The decision of which remedy to elect rests solely with FairCom, EVEN IF SUCH LIMITED OR EXCLUSIVE REMEDY FAILS ITS ESSENTIAL PURPOSE. Any cause of action brought by Licensee under this Agreement, whether in contract, tort or any other theory of liability, shall be commenced no later than one (1) year after such right of action accrues and may not be extended for any reason. If not filed within that one (1) year time limit, the cause of action shall be forever barred. The limitation of liability and allocation of risk established herein is reflected in the price of the software license (even if there is no cost).

12. U.S. Government Restricted Rights Notice.

If Licensee is acting on behalf of any department, unit or agency of the government of the United States of America (hereinafter called the "Government"), the Government acknowledges that all FairCom Software and documentation are "Commercial Items," as that term is defined under 48 C.F.R. 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as those terms are used in 48 C.F.R. 12.212, 252.227-7014(a)(1) and 252.227-7014(a)(5), as applicable. Consistent with these sections, the Software and its associated documentation are being licensed to the Government (a) only as Commercial Items and (b) only with those rights as are granted to all other licensed users pursuant to the terms and conditions herein. If the Software is supplied to the Department of Defense, the Government is acquiring no more than the minimum restricted rights in the Software, as specified in 48 C.F.R. 252.227-7203-5(c). If the Software is supplied to any unit or agency of the Government other than the Department of Defense, the Government's rights in the Software shall be no more than those rights set forth in 48 C.F.R. 52.227-19. Manufacturer of the Software is FairCom USA Corporation, 6300 West Sugar Creek Drive, Columbia, MO 65203. All rights reserved under the Copyright Laws of the United States.

13. **Export Restrictions.**

Access to and deployment of the Software is granted with the specific understanding and requirement that responsibility for ensuring full compliance with all applicable U.S. and foreign export laws and regulations is being undertaken by Licensee. To the extent the Software is subject to United States export control laws and regulations, Licensee agrees to comply fully with all relevant regulations of the U.S. Department of Commerce and all U.S. export control laws, including, but not limited to, the U.S. Department of Commerce Export Administration Regulations (EAR), to assure that the Software, work product or documentation is not exported in violation of United States of America law. Licensee agrees that it will not export or re-export the Software or Documentation to any organizations or nationals in the territories of Cuba, Iran, Iraq, North Korea, Burma (Myanmar), Sudan, Syria or any other territory or nation with respect to which the U.S. Department of Commerce, the U.S. Department of State or the U.S. Department of Treasury maintains any commercial activities sanctions program. This includes an obligation to ensure that any individual receiving access who is not a U.S. citizen or permanent U.S. resident is permitted access under applicable U.S. and foreign export laws and regulations. Further, Licensee shall not use the Software or documentation for any prohibited end uses under applicable United States laws and regulations, including but not limited to, any application related to, or purposes associated with, nuclear, chemical or biological warfare, missile technology (including unmanned air vehicles), military application or any other use prohibited or restricted under the EAR or any other relevant laws, rules or regulations of the United States of America. In the event Licensee is uncertain whether Licensee may lawfully obtain access to the Software or distribute any file created with the Software, Licensee acknowledges its obligation to consult with legal counsel to determine whether access is lawful. Licensee understands and acknowledges its obligations to make a prompt report to FairCom and the appropriate authorities regarding any access to or use of the Software or any file created with the Software that may be in violation of applicable U.S. or foreign export laws or regulations. Licensee will hold FairCom harmless for any breach by Licensee of any U.S. or export laws and regulations.

14. **Data Collection.**

FairCom may collect and store your personally identifiable information in order to adhere to and enforce the terms of this Agreement. Information on how FairCom stores, transfers, processes, and secures such data is part of our Privacy Policy on the FairCom website. **FairCom has no knowledge of nor control or access over the information stored in any application data files and it is incumbent on Licensee or a sublicensee to appropriately manage and protect that data.**

15. **Open Source Code.**

The Software may include components not authored by FairCom that are subject to the terms and conditions of open source software licenses ("Third Party Code"). The Third Party Code may be identified in the Software documentation, or FairCom shall provide Licensee a list of the Third Party Code for a particular version of the Software upon written request. To the extent required by the license that accompanies the Third Party Code, the terms of such license will apply in lieu of the terms of this Agreement with respect to the applicable open source software license(s) for the Third Party Code including, without limitation, any provisions governing access to source code, modification or reverse engineering. FairCom makes no representation, warranty or other commitment of any kind regarding such Third Party Code, offers no technical support for such Third Party Code and shall, to the maximum extent permitted by law, have no liability associated with its use. If Licensee uses Third Party Code in conjunction with an application, Licensee must ensure that such use does not: (i) create, or purport to create, obligations of FairCom with respect to the Software; or (ii) grant, or purport to grant, to any third party any rights to or immunities under FairCom's intellectual property or proprietary rights in the Software. The licenses for the Third Party Code may require that FairCom acknowledge the authors, provide copyright information, or include the license itself. FairCom shall have no liability or responsibility for the operation or performance of the Third Party Code and shall not be liable for any damages, costs, or expenses, direct or indirect, arising out of the performance or failure to perform of the Third Party Code.

16. **Governing Law.**

This Agreement is deemed by FairCom and Licensee to have been executed in Boone County, Missouri in the United States of America ("U.S.A.") and the Agreement and any subsequent amendments shall be construed in accordance with the laws of the State of Missouri, U.S.A. Any litigation concerning or arising out of this Agreement shall be commenced and prosecuted in the Circuit Court of Boone County, Missouri, U.S.A. and Licensee hereby consents to personal jurisdiction in that forum.

17. **Compliance Certification and Audit.**

Upon FairCom's written request, Licensee shall, within thirty (30) days of receipt of such request, provide FairCom a letter certifying that Licensee is in full compliance with the terms of this Agreement and any Amendments hereto. Said letter shall be signed by you personally if you are acting on your own behalf, or by a company officer if you are representing an entity that is an organization, corporation, or other party on whose behalf you are acting. For a period of the Term and three (3) years thereafter, Licensee shall keep accurate books, records and accounts as are reasonably necessary to verify compliance with this Agreement, and shall, upon reasonable notice, permit FairCom or its representatives to inspect all such books, records and accounts and to make extracts from such books no more than once per calendar year. Any audit conducted pursuant to this Agreement shall be performed during normal business hours, with minimal disruption, and at the auditing party's expense.

18. **Severability.**

Should a court of competent jurisdiction finally adjudicate any particular provision or provisions of this Agreement or any subsequent amendments thereto to be invalid, void or unenforceable, such final adjudication shall not affect the validity of any other provision set forth in this Agreement or such amendments, if any.

19. **Waiver.**

No failure by FairCom to exercise and no delay in exercising, any privilege, power or right set forth herein, will operate as a waiver thereof, nor will any single or partial exercise by FairCom of any such privilege, right or power set forth herein preclude further exercise by FairCom of any such privilege, right or power set forth herein.

20. **Consent.**

If at any time FairCom's consent or action is called for hereunder, it shall be at FairCom's sole and absolute discretion. All implied covenants of good faith and fair dealing are hereby disclaimed.

21. **Amendments.**

To become effective, any and all amendments, modifications, changes, or required consents hereunder obtained from FairCom must be in writing and signed by a duly authorized representative of FairCom.

22. **Survival of Obligations.**

Should this Agreement be terminated for any reason, FairCom's rights and Licensee's obligations under Sections 2, 3, 4, 6-17 of this Agreement shall survive.

23. **Enhancements.**

Licensee agrees that FairCom shall have no responsibilities to provide enhancements to the Software for any reason whatsoever, including but not limited to enabling the Software to operate with any application. Licensee also agrees that this Agreement shall not be construed as creating any obligation of FairCom to enhance, update, or upgrade the Software, or to create any nonexistent products.

24. **Entire Agreement.**

This Agreement constitutes the entire understanding between FairCom and Licensee with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral or written agreements, understandings, representations or communications between the parties.