

# END USER LICENSE AGREEMENT: Cimetrics BACnet Explorer

---

---

IF YOU HAVE OBTAINED THIS SOFTWARE THROUGH ANY SOURCE OTHER THAN CIMETRICS INC., VIA ITS REGISTERED DOWNLOAD LOCATION/PROCESS, PLEASE NOTE THAT YOUR USE OF THIS SOFTWARE IS UNAUTHORIZED, AND YOU ARE ADVISED NOT TO ACTIVATE ITS OPERATION, CONTENT OR PROMOTIONAL CONTENT. THIS WARNING IS POSTED UP FRONT FOR YOUR AND LICENSOR'S BENEFIT, BECAUSE ONLY OUR AUTHORIZED VERSIONS OF THIS FREWARE HAVE BEEN CHECKED AND ASSURED FOR ABSENCE OF MALWARE.

This End-User License Agreement (the "EULA") is a **legal agreement** between you ("Licensee") and Cimetrics Inc. ("Licensor"), the author of BACnet Explorer, including all HTML files, XML files, Java files, graphics files, animation files, data files, technology, development tools, scripts and programs, both in object code and source code (the "Software"), the deliverables provided pursuant to this EULA, which may include associated media, printed materials, and "online" or electronic documentation.

**By installing, copying, or otherwise using the Software, Licensee agrees to be bound by the terms and conditions set forth in this EULA. If Licensee does not agree to the terms and conditions set forth in this EULA, then Licensee may not install or use the Software.**

**1. Grant of License.** Subject to the terms of this EULA, Licensor hereby grants to Licensee a royalty-free, non-exclusive license to install and to use the Software on Licensee's Computers. The Software is being distributed by digital download.

## **2. Description of Rights and Limitations**

- A) Limitations.** Licensee and third parties may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding the limitation. See clause 13, "Acceptable Use and Conduct" for additional limitations.
- B) Update and Maintenance.** Licensor may provide updates and maintenance on the Software at Licensor's sole discretion.
- C) Separation of Components.** The Software is licensed as a single product. Its components may not be separated for use on more than one computer.

**3. Automatic Connections to the Internet.** The Software may cause Licensee's Computer, without notice, to automatically connect to the Internet and to communicate with a website and/or Google Analytics for purposes including but not limited to in-product marketing and providing Licensee with additional information, features, or functionality. Whenever the Software connects to a website over the Internet, information about Licensee's Computer and Licensee's use of the Software may be collected and transmitted by the Software. Whenever the Software makes an Internet connection and

---

communicates with a website other than a Google website, whether automatically or because of an explicit user request, the Cimetrics Privacy Policy shall apply (<https://www.cimetrics.com/pages/privacy-policy>). Please see <http://www.google.com/policies/privacy/partners/> for information about Google's use of cookies and how Google may use Licensee's information. As a condition of being granted a license to install and use the Software in accordance with this EULA, Licensee consents to such information collection and transmission and the use of the collected information by Licensor and/or Google.

**4. Intellectual Property.** All now known or hereafter known tangible and intangible rights, title, interest, copyrights and moral rights in and to the Software, including but not limited to all images, photographs, animations, video, audio, music, text, data, computer code, algorithms, and information, are owned exclusively worldwide by Licensor and/or companies that have licensed intellectual property to Licensor. The Software is protected by all applicable copyright laws, trade secret protection laws of the United States and international laws and treaties.

**5. No Support.** Licensor has no obligation to provide support services for the Software.

**6. Duration.** This EULA is perpetual or until:

- A) Automatically terminated if Licensee fails to comply with any of the terms and conditions set forth in this EULA; or
- B) Terminated or suspended by Licensor, with or without cause, at Licensor's sole discretion.

In the event this EULA is terminated, Licensee must immediately cease use of the Software and destroy all copies of the Software. If this EULA is suspended, Licensee must immediately cease use of the Software.

**7. Jurisdiction.** This EULA shall be deemed to have been made in, and shall be construed pursuant to the laws of the United States, the Commonwealth of Massachusetts, without regard to conflicts of laws provisions thereof. Any legal action or proceeding relating to this EULA shall be brought exclusively in federal and/or state courts located in Boston, Massachusetts, and each party consents to the jurisdiction thereof. The prevailing party in any action to enforce this EULA shall be entitled to recover costs and expenses including, without limitation, attorneys' fees. This EULA is made within the exclusive jurisdiction of the United States, and its jurisdiction shall supersede any other jurisdiction of either party's election.

**8. Non-Transferable.** This EULA is not assignable or transferable by Licensee, and any attempt to do so would be void.

**9. Notices.** Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified mail, postage prepaid to the address of Licensor as set forth herein (or such other address as Licensor may designate):

Cimetrics Inc.  
Attention: General Counsel  
141 Tremont Street, FL 11  
Boston, MA 02111  
U.S.A.  
Phone number: +1 (617) 350-7550

---

**10. Severability.** No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this EULA shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this EULA shall otherwise remain in full force and effect and enforceable.

**11. WARRANTY DISCLAIMER.** LICENSOR, AND AUTHOR(S) OF THE SOFTWARE, HEREBY EXPRESSLY DISCLAIM ANY WARRANTY FOR THE SOFTWARE. THE SOFTWARE AND ANY RELATED DOCUMENTATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. LICENSEE ACCEPTS ANY AND ALL RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE.

**12. LIMITATION OF LIABILITY.** LICENSOR SHALL NOT BE LIABLE TO LICENSEE, OR ANY OTHER PERSON OR ENTITY CLAIMING THROUGH LICENSEE ANY LOSS OF PROFITS, INCOME, SAVINGS, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, DIRECT OR INDIRECT DAMAGE, WHETHER ARISING IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. THESE LIMITATIONS SHALL APPLY REGARDLESS OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. UNDER NO CIRCUMSTANCES SHALL LICENSOR'S AGGREGATE LIABILITY TO LICENSEE, OR ANY OTHER PERSON OR ENTITY CLAIMING THROUGH LICENSEE, EXCEED THE FINANCIAL AMOUNT ACTUALLY PAID BY LICENSEE TO LICENSOR FOR THE SOFTWARE.

### **13. ACCEPTABLE USE AND CONDUCT**

By installing and/or by using the Software, you represent and warrant that you have the legal capacity and authority to enter into a binding agreement and to adhere to this EULA, and that you will use the Software only in accordance with this EULA and with all applicable laws. If an individual is installing or using the Software on behalf of an entity or organization, that individual warrants, represents, and covenants to Licensor that such individual is duly authorized to agree to this EULA on behalf of the organization and to bind the organization to them. The Software is intended, and offered, only for lawful use by individuals or organizations with the legal capacity and authority under applicable law to enter into a contract for such products. Licensor does not offer the Software to minors or where otherwise prohibited by law.

Without limiting the foregoing:

(1) You acknowledge and agree that the Software may be subject to export controls in the United States and other countries. You agree to comply with all United States export laws and regulations and with all export or import regulations of other countries, and you shall not allow any third-party to remove or export from the United States or allow the export or re-export of any part of the Software or any direct product thereof (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; or (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval. You assume sole responsibility for any required export approval and/or licenses and all related costs and for the violation of any United States export law or regulation.

---

(2) You may not use the Software if you are a citizen, national, or resident of, or are under control of the government of: Cuba, Iran, Sudan, North Korea, Syria, or any other country to which the United States has or may in the future prohibit export. Each time you use the Software you represent, warrant, and covenant that (a) you are not a citizen, national, or resident of, nor under the control of the government of any such country to which the United States has prohibited export; (b) you will not export or re-export the Software, directly or indirectly, to the above mentioned countries nor to citizens, nationals or residents of those countries; (c) you are not listed on the U.S. Department of Treasury's Lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, the U.S. Department of State's List of Statutorily Debarred Parties, or the U.S. Department of Commerce's Denied Persons List, Entity List, or Unverified List Table of Denial Orders; (d) you will not export or re-export the Software, directly or indirectly, to persons on the above mentioned lists; (e) you will neither use nor allow the Software to be used for any purposes prohibited by United States federal or state law, including, without limitation, for the development, design, manufacture, or production of nuclear, chemical, or biological weapons of mass destruction; (f) the Software will not be exported, directly, or indirectly, in violation of these laws, nor will the Software be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation.

**14. Entire Agreement.** This EULA is activated as a legal binding contract by your clicking "I Agree" below, and constitutes the entire agreement between Licensor and Licensee and supersedes all prior understandings of Licensor and Licensee, including any prior representation, statements, conditions, or warranty with respect to the subject matter of this EULA.