

SOFTWARE LICENSE AGREEMENT

IMPORTANT! The Software you are about to download is licensed only on the condition that you (referred to as "YOU" or "CUSTOMER") agrees with [E-ONE, INC.] (referred to as "VENDOR") to the terms and conditions set forth below. **PLEASE CAREFULLY READ THE TERMS OF THIS SOFTWARE LICENSE AGREEMENT.**

IF YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, YOU SHOULD CLICK ON THE BOX LABELED "I ACCEPT" AT WHICH TIME THE SOFTWARE WILL BE DOWNLOADED TO YOUR COMPUTER.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU SHOULD CLICK ON THE BOX AT THE BOTTOM OF THIS PAGE LABELED "I DO NOT ACCEPT" AT WHICH POINT THE SOFTWARE WILL NOT BE DOWNLOADED.

VENDOR grants to CUSTOMER a license to use the Software and documentation (the Software and the documentation are referred to herein as "Licensed Materials"), under the following terms and conditions:

1. DEFINITIONS. As used in this Agreement:

- 1.1 "Software" shall mean the [E-ONE Dealer Portal] software, which includes certain device driver programs (hereinafter referred to as "Driver").
- 1.2 "Hardware" shall mean any computer system running an operating system and owned by CUSTOMER.
- 1.3 "Products" shall mean any of the peripherals identified in [Exhibit A](#).
- 1.4 The Software shall be deemed in "Use" when it is loaded into temporary memory (i.e. RAM) or installed into permanent memory (e.g. hard disk, CD-ROM, or other storage device) of the Hardware.
- 1.5 "Effective Date" shall mean the date on which the CUSTOMER clicks the "I ACCEPT" button at the bottom of this page and downloads the Software.

2. TERM; TERMINATION

- 2.1 This Agreement is effective from the Effective Date. This Agreement may be terminated by CUSTOMER at any time by destroying the Licensed Materials, together with all copies. It will also terminate automatically and without notice if CUSTOMER fails to comply with any term or condition of this Agreement.
- 2.2 Within thirty (30) days after termination, CUSTOMER shall erase the Software from all Hardware and/or media.

3. LICENSE GRANT

3.1 VENDOR grants to CUSTOMER a nonexclusive, nontransferable license to Use one (1) copy of the Software on the Hardware for development of the application software to be used in conjunction with the Products described in [Exhibit A](#).

3.2 CUSTOMER may make one (1) copy the Software for archival purposes. CUSTOMER shall have no right to reproduce any documentation downloaded from the Web site relating to the Software.

3.3 CUSTOMER shall not and shall not authorize any third party to (i) reverse engineer, disassemble, create derivative works and/or modify the Software; (ii) rent, lease, sell, transfer, or further sublicense the Software. (iii) electronically transfer the Software; (iv) translate the Software into another computer language; or (v) reproduce or distributed the Software, or the Driver, other than as specifically authorized in this Section.

4. OWNERSHIP; NOTICE

4.1 The Licensed Materials, and all intellectual property contained therein, are and shall remain the sole and exclusive property of VENDOR and its licensors and are protected by United States copyright laws and international copyright treaty provisions.

4.2 CUSTOMER shall include any proprietary notices embodied in the Software on any copy of the Software in any form, in whole or in part.

5. MAINTENANCE AND SUPPORT

5.1 VENDOR shall use commercially reasonable efforts to provide reasonable amounts of technical support at no charge to CUSTOMER for the Software used in connection the Products identified in [Exhibit A](#) only.

5.2 CUSTOMER may provide VENDOR with notice at any time of any defects it claims are contained in the Software. VENDOR makes no warranty that a defect brought to its attention will be corrected or that a revision, if made, will cause the Software to operate in any particular manner.

5.3 VENDOR shall have no obligation to provide technical support for any claim based upon (i) the use of the Software in connection with or in combination with hardware, software or data not intended for use with the Software; (ii) the use of the Software other than as permitted under this Agreement or in a manner for which it was not intended; (iii) any modification made to the Software by CUSTOMER or any third party; or (iv) if VENDOR has advised the CUSTOMER to cease its Use of the Software.

6. LICENSE FEE

The license granted herein is royalty-free.

7. CONFIDENTIALITY OBLIGATIONS

7.1 CUSTOMER hereby agrees that it will keep confidential any information or data ("Confidential Information") obtained from VENDOR in connection with this Agreement and shall not divulge the same to any third parties, except for: (i) Information which, at the time of disclosure, had been previously made public; (ii) Information which is made public after disclosure to CUSTOMER, unless such disclosure is a breach of this or any other agreement; (iii) Information which, prior to disclosure to CUSTOMER, was already in CUSTOMER's possession; or (iv) Information which, subsequent to disclosure, was obtained by CUSTOMER from a third party who was lawfully in possession of such information and was not in violation of any contractual, legal or fiduciary obligation to VENDOR or any VENDOR licensee.

7.2 All Confidential Information shall remain the sole property of VENDOR. CUSTOMER shall have no implied licenses or other rights in the Confidential Information not specifically granted herein. CUSTOMER shall not disclose the Confidential Information to anyone other than employees and contractors with a demonstrable need to know, who have a binding, written, confidentiality obligation to CUSTOMER that protect such Confidential Information against unauthorized disclosure or use. CUSTOMER shall take all reasonable precautions to prevent unauthorized use or disclosure of the Confidential Information.

7.3 CUSTOMER acknowledges that any unauthorized use or disclosure of the Confidential Information would cause irreparable harm to VENDOR.

7.4 Upon termination of this Agreement, CUSTOMER shall destroy all Confidential Information within three (3) days of the date of termination.

7.5 This Article shall survive for a period of three (3) years from the date of termination.

8. LIMITED WARRANTIES

8.1 VENDOR warrants to CUSTOMER that the Software has the functionality described in the documentation. This warranty shall be limited in duration to ninety (90) days from the Effective Date. CUSTOMER's remedy under this provision is set forth in Section 5 above.

9. WARRANTY DISCLAIMERS; LIABILITY LIMITATIONS

9.1 EXCEPT AS SPECIFICALLY SET FORTH IN ARTICLE 8 ABOVE, VENDOR MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE SOFTWARE AND IT IS LICENSED "AS IS." THE WARRANTY AND REMEDY PROVIDED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE, AND ANY STATEMENTS OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR FIRM ARE VOID.

9.2 CUSTOMER ASSUMES ALL RISK AS TO THE SELECTION, USE, PERFORMANCE AND QUALITY OF THE LICENSED MATERIALS. IN NO EVENT WILL VENDOR OR ANY OTHER PARTY WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE LICENSED MATERIALS BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS OR INABILITY TO USE THE LICENSED MATERIALS, EVEN IF VENDOR OR SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL VENDOR'S LIABILITY FOR ANY DAMAGES OR LOSS TO CUSTOMER OR TO ANY THIRD PARTY EXCEED ANY LICENSE FEE ACTUALLY PAID BY THE CUSTOMER FOR THE LICENSED MATERIALS.

9.3 Some states and/or countries do not allow limitations on how long an implied warranty lasts and some states and/or countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusion may not apply to CUSTOMER. This warranty gives CUSTOMER specific legal rights, and CUSTOMER may also have other rights which vary from state to state and/or country to country.

10. GENERAL

10.1 If any provision or portion of a provision of this Agreement is determined to be invalid or unenforceable, it shall be deemed omitted and the remaining provisions of this Agreement shall remain in full force and effect.

10.2 This Agreement is governed by and construed in accordance with the laws of the State of Illinois.

10.3 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements, representations, statements and undertakings are hereby expressly cancelled.

10.4 Neither party hereto shall be liable in any manner for failure or delay in fulfillment of all or part of this Agreement directly to indirectly owing to any causes or circumstances beyond its reasonable control, including, but not limited to, acts of God.

10.5 CUSTOMER may not assign or transfer all or part of this Agreement to any third party without the express written approval of VENDOR.

10.6 Any dispute between the parties relating to this Agreement, which cannot be resolved through mutual negotiation, shall be subject to arbitration in Chicago, Illinois in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any such arbitration must be filed no later than one (1) year from the date the dispute arose.

11. EXPORT CONTROL REGULATIONS

CUSTOMER acknowledges and agrees that none of the Software or underlying information or technology may not be downloaded or otherwise exported or reexported (i) into (or to a national or resident of) Cuba, Iraq, Libya, the countries of the former Yugoslavia, North Korea, Iran, Syria or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's List of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. CUSTOMER further represents and warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list.

12. U.S. GOVERNMENT RESTRICTED RIGHTS

The Licensed Materials are provided with RESTRICTED RIGHTS. The use, duplication, or disclosure by the Government is subject to restrictions as set forth in subdivision (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at 52.227-7013. The contractor/ manufacturer of this Software is; E-ONE, Inc. (subsidiary of Federal Signal) 1601 SW 37th AVE Ocala, FL 34474.

Exhibit A – Product

E-ONE Dealer Portal