

# Chariot SCADA by Cirrus Link Solutions Software License Agreement

## October - 2015

**IMPORTANT - READ CAREFULLY: THIS CHARIOT SCADA BY CIRRUS LINK® (THE "SOFTWARE") " ) SOFTWARE LICENSE AGREEMENT ("CLSSLA") IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY) AND CIRRUS LINK. BY INSTALLING, COPYING OR OTHERWISE USING THE SOFTWARE, YOU INDICATE YOUR ACCEPTANCE OF THE CLSSLA, INCLUDING THE LIMITED WARRANTY, DISCLAIMERS AND LIMITATION ON LIABILITY PROVISIONS. BY AGREEING TO THIS CLSSLA YOU ARE ALSO AGREEING TO RELEVANT THIRD PARTY SOFTWARE LICENSING AGREEMENTS FOR ANY OF THE MODULES YOU ARE UTILIZING. FURTHER, YOU AGREE THAT THIS CLSSLA CONTROLS ALL ASPECTS OF THE RELATIONSHIP BETWEEN THE PARTIES WITH REGARD TO THE LICENSING OF THE SOFTWARE AND SUPERCEDES ANY OTHER AGREEMENT BETWEEN YOU AND CIRRUS LINK SOLUTIONS, INCLUDING, BUT NOT LIMITED TO, LICENSEE PURCHASE ORDERS AND/OR TERMS AND CONDITIONS, AND WHETHER ENTERED INTO BEFORE OR AFTER YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT DON'T INSTALL, COPY OR OTHERWISE USE THE SOFTWARE.**

**BY DOWNLOADING, INSTALLING AND/OR IMPLEMENTING THIS SOFTWARE YOU AGREE TO THE FOLLOWING LICENSE:**

- A. **DEFINITIONS.** "You" and "Licensee" refers to the person, entity or organization which is using the Software and any successor or assignee of same. "Cirrus Link" refers to Cirrus Link Solutions, LLC and its successors or manufacturer and owner of this Software.
- B. **AGREEMENT.** After reading the CLSSLA, if You do not agree to all of the terms of the CLSSLA, You may not use the Software. Unless You have a different license agreement signed by an authorized representative of Cirrus Link that covers the licensing of the Software, your use of this Software indicates your acceptance of the terms of this CLSSLA, including, but not limited to, the warranty, disclaimers and limitations on liability provisions. All updates to the Software shall be considered part of the Software and subject to the terms of the CLSSLA. Revisions to this CLSSLA may accompany updates to the Software, in which case by installing such update, Customer accepts the terms of the CLSSLA as revised. The CLSSLA is not otherwise subject to addition, amendment, modification or exception unless in writing signed by You and an authorized representative of Cirrus Link. If you do not agree to the terms of this CLSSLA, do not install or use the Software.
- C. **GRANT OF LICENSE.**

The Software is an original work and protected by copyright laws protecting the author's rights and intellectual property. Cirrus Link reserves all rights to any reproduction of the Software, including its documentation, logos, trademarks, icons and interface in whole or in part. This CLSSLA does not give You the right to any technical support for, or upgrades to, the Software which Cirrus Link may offer from time to time. Cirrus Link may, at its option and as part of its sales policy, make such technical support and upgrades available to registered users of the Software under terms to be determined from time to time by Cirrus Link.

  - a. **Evaluation Copy.** You may use the Software without charge on an evaluation basis. In the unregistered version your use is limited by providing a **two hour runtime only**. You must pay the license fee and activate your copy of the Software if you wish to use the Software without any limitation.
  - b. **Redistribution of Evaluation Copy.** If You are using the Software on an evaluation basis, You may make copies of the evaluation Software as you wish; give exact copies of the original evaluation Software to anyone; and distribute the evaluation Software in its unmodified form via electronic means (Internet, BBS's, Shareware distribution libraries, CD-ROMs, etc.). You may not charge a fee for the copy or use of the evaluation Software itself, but You may charge a distribution fee that is reasonably related to any cost You incur distributing the evaluation Software (e.g. packaging). You must not represent in any manner whatsoever that You are selling the Software itself. Your distribution of the evaluation Software will not entitle You to any compensation from Cirrus Link. You must distribute a copy of this CLSSLA with any copy of the Software. Anyone to whom You distribute the Software is subject to this CLSSLA.
  - c. **Registered Copy.** After You have purchased the license for the Software and have received the serial number enabling the registered copy, You are licensed to copy the Software only into the memory of the number of computers corresponding to the number of licenses purchased. Under no other circumstances may the Software be operated at the same time on more than the number of computers for which You have paid a separate license fee. You may terminate this license at any time by destroying the original and all copies of the Software in whatever form you maintained it in. You may permanently transfer all of your rights under this CLSSLA

provided You transfer all copies of the Software (including copies of all prior versions if the Software is an upgrade) and retain none, and the recipient agrees to the terms of this CLSSLA.

- d. **Virtual Machines.** If you plan to run the Software in multiple virtual computers or virtual servers, a license is required for each instance of the virtual computer or server where the Software will be installed. If you plan to install the Software in the host operating system of the computer where the virtual machines are running, a license will also be required for the host operating system.
  - e. **RESTRICTIONS.** You may not reverse engineer, de-compile or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. You may not rent, lease or lend the Software. You may not publish or publicly distribute any serial numbers, access codes, unlock-codes, passwords, or other end-user-specific registration information that would allow a third party to activate the Software without a valid license.
- D. **OWNERSHIP OF SOFTWARE.** The Software is protected by the laws of the United States and other countries, and through international treaty provisions. You may not remove any copyright notices from the Software. Cirrus Link may make changes to the Software at any time without notice, but is not obligated to support or update the Software. Except as otherwise expressly provided in this CLSSLA, Cirrus Link grants no express or implied right under Cirrus Link patents, copyrights, trademarks or other intellectual property rights.
- E. **PROHIBITIONS.** Ownership of all copies of the Software remains with Cirrus Link. You are not obtaining ownership of the Software or any intellectual property rights related to it by licensing the Software. You may not sublicense, rent, lease, convey, translate, decompile or disassemble the Software for any purpose. Permission must be obtained before mirroring or redistributing the evaluation copies of the Software. You may not convert this Software or its parts to a different computer language or environment, either manually, or using an automated conversion tool, such that this Software or any modification thereof will run under any language, software, or program other than implemented by Cirrus Link. You agree that any modifications made to this Software belong to Cirrus Link and are permitted for your exclusive use during the period of this CLSSLA, and may not be transferred, sold or licensed to another entity.
- F. **WARRANTY.** Cirrus Link warrants that it is the owner of the Software or has the right to grant the license (including the third party software licenses as more specifically provided under section 2 below) described in this CLSSLA without violating the rights of any third party.
- G. **DISCLAIMER.** THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF: (a) MERCHANTABILITY; (b) FITNESS FOR A PARTICULAR PURPOSE; AND (c) NONINFRINGEMENT. YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE RISK OR COST ASSOCIATED WITH SUCH DEFECT AND ANY SERVICE AND REPAIR.
- H. **LIMITATION OF LIABILITY.** NEITHER CIRRUS LINK NOR ANYONE INVOLVED IN THE PRODUCTION OR DELIVERY OF THIS SOFTWARE SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH SOFTWARE EVEN IF CIRRUS LINK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. IN NO EVENT SHALL CIRRUS LINK LIABILITY FOR ANY DAMAGES EXCEED THE PRICE PAID FOR THE LICENSE TO USE THE SOFTWARE, REGARDLESS OF THE FORM OF CLAIM. THE PERSON USING THE SOFTWARE BEARS ALL RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE.
- I. **EXPORT RESTRICTIONS.** All Software and technical data delivered under this Agreement are subject to US export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you. These laws include restrictions on destinations, end users and end use.
- J. **TERMINATION.** This CLSSLA is effective until terminated. This CLSSLA terminates on the date of the first occurrence of either of the following events: (1) The expiration of one month from written notice of termination from You to Cirrus Link; or (2) At any time if You violate the terms of this CLSSLA. Upon termination You shall destroy all copies of the Software, including modified copies, if any. You agree that monetary damages alone is not an adequate and just relief resulting from any breach of this CLSSLA, that a court order prohibiting any further breach of this CLSSLA is necessary to prevent further damages, and that you will not oppose any reasonable request for a temporary restraining order, preliminary injunction, or other relief sought by Cirrus Link in the event of a breach of this CLSSLA. Cirrus Link shall not be required to notify You of any breach, nor make any demand or claim against You resulting from any such breach, or for a demand to stop any use or distribution in violation of the terms of this CLSSLA, and You agree that any breach of this CLSSLA and damages resulting therefrom shall relate back to the first and earliest breach thereof. Failure of Cirrus Link to enforce its rights pursuant to this CLSSLA shall not constitute a waiver of such rights, and shall not prejudice Cirrus Link in any later enforcement of its rights or rights to seek damages therefrom.
- K. **UPGRADES.** If You acquired this Software as an upgrade of a previous version, this CLSSLA replaces and supersedes any prior CLSSLA. You may continue to use the previous version of the Software, provided that both the previous version and the upgrade are installed on the same computer at all times. You may not have a previous version and the

related upgrade version installed on separate computers at any time. Once you have installed the upgrades and are satisfied that the upgrades are operating correctly, You agree to uninstall any prior versions of the Software from all computers on which is was previously installed.

- L. **ENTIRE AGREEMENT.** This CLSSLA is the entire agreement between You and Cirrus Link relating to your use of the Software, and supersedes all prior written or oral statements, promises, representations and agreements.
- M. **GOVERNING LAW.** The CLSSLA shall be governed by the laws of the State of Kansas. Any action or proceeding brought by either party against the other arising out of or related to this CLSSLA shall be brought only in a state or federal court of competent jurisdiction located in Johnson County, Kansas. The parties hereby consent to the jurisdiction of such courts.
- N. **RIGHT TO IDENTIFY CUSTOMER IN MARKETING MATERIALS** You agree that Cirrus Link may use your name (and logo if applicable) in its marketing materials solely for the purpose of identifying customers of Cirrus Link who have purchased its software. No explicit representations or warranties shall be made regarding Your recommendation or endorsement of the Software.