

LIMITED USE LICENSE AGREEMENT

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS APPLICATION PROGRAM. USE AND/OR INSTALLATION OF THE CONLTROLIQ ENERGY MANAGEMENT SOFTWARE PROGRAM INDICATES YOUR ACCEPTANCE, BOTH AS AN INDIVIDUAL AND AS A REPRESENTATIVE FOR YOUR ORGANIZATION, OF THESE TERMS AND CONDITIONS.

Systems Associates, Inc. (SAI) has developed the computer software program, CONTROLIQ, contained in this package (the "Program") and licenses its use. You assume responsibility for the selection of the Program to achieve your intended results, and for the installation, use and results obtained from the Program.

LICENSE

- a. ControllQ is licensed as Software-as-a-Service (SaaS). A service agreement must be in place and maintained for the application to run. If the service agreement expires, ControllQ will cease to run.
- b. SAI hereby grants you a non-transferable and non-exclusive right and license to use the Program under the terms stated in this Agreement.
- c. You and your employees and agents are required to protect the confidentiality of the Program. You may not distribute or otherwise make the Program or documentation available to any third party by time-sharing or otherwise.
- d. You may not modify or alter the Program. You may not copy or reproduce the Program or documentation for any purpose.
- e. You may not transfer or assign the Program or this license to any other person without SAI's prior written consent.
- f. You acknowledge that you are receiving only a LIMITED LICENSE TO USE the Program and related documentation and that SAI retains all rights to the Program and documentation. You acknowledge that SAI has a valuable proprietary interest in the Program and documentation.

IF YOU TRANSFER POSSESSION OF THE PROGRAM OR MAKE ANY COPY OR MERGE THE PROGRAM WITHOUT SAI'S PRIOR WRITTEN CONSENT, YOUR LICENSE IS AUTOMATICALLY TERMINATED. YOU MUST REPRODUCE AND INCLUDE SAI'S COPYRIGHT NOTICE ON ANY COPY OR PORTION OF THE PROGRAM MERGED INTO ANOTHER PROGRAM.

<u>TERM</u>

This license is effective until terminated. You may terminate it at any time by returning to SAI, at your expense, the Program and related documentation together with all copies and merged portions in any form. This license will also terminate immediately upon conditions set forth elsewhere in this Agreement or if you fail to comply with any term or condition contained herein. Upon such termination, you agree to return to SAI, at your expense, the Program and related documentation, together with all copies and merged portions of the Program or documentation in any form.

GENERAL

You may not license, assign or transfer this license or the Program except as expressly provided in this Agreement. Any attempt otherwise to license, assign or transfer any of the rights, duties or obligations hereunder is void. This Agreement is governed by the laws of the State of Ohio. Should you have any questions concerning this Agreement, you may contact SAI at the address given above.

LIMITED WARRANTY

(a) The Program is warranted to be free from any known errors and will be in good working order at the time of installation of said program on a computer, the model and configuration of which meet SAI's specifications. THE PROGRAM IS NOT WARRANTED IN ANY WAY FOR USE ON ANY COMPUTER OTHER THAN MODELS CONFIGURED TO SAI'S SPECIFICATIONS.

(b) The CUSTOMER understands that the Program or its supporting documentation may not be error free and that various adjustments or modifications may be reasonably necessary because of errors. SAI shall be relieved of any and all obligations under this warranty if the Program has been revised, modified or maintained by anyone other than SAI. SAI does not warrant that the operation of the Program will be error free or uninterrupted.

(c) THE LIMITED WARRANTY PROVIDED IN THIS ARTICLE IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SAI DOES NOT MAKE ANY OTHER EXPRESS OR IMPLIED WARRANTIES.

LIMITATION OF LIABILITY

In the event the Program is not in good working order as warranted above, your sole remedy shall be modification of the Program as provided above. IN NO EVENT SHALL SAI BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, whether arising from contract or tort, including but not limited to, damages for loss of anticipated profits, benefits or savings, even if SAI has been advised of the possibility of such damages, or for any claim brought by any third party. IN NO EVENT WILL SAI'S LIABILITY FOR DAMAGES, INCLUDING DAMAGES FOR PATENT OR COPYRIGHT INFRINGEMENT, EXCEED THE AMOUNT OF THE LICENSE FEE RECEIVED FROM YOU FOR THE PROGRAM. This warranty gives you specific legal rights. You may have other legal rights which vary from state to state. Some states do not allow the exclusions of implied warranties or limitations of incidental or consequential damages.

BY YOUR USE OF THE PROGRAM YOU ACKNOWLEDGE THAT YOU HAVE READ THIS LICENSE AND AGREE TO BE BOUND BY ITS TERMS, AND THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN YOU AND SAI WITH RESPECT TO THE PROGRAM, SUPERSEDING ANY PRIOR ADVERTISING, COMMUNICATIONS OR REPRESENTATIONS, IF ANY.