

END-USER LICENSE AGREEMENT FOR DEMONSTRATION USE ONLY

You are attempting to install software (hereinafter the “Demo Software”) on your computer to allow you to configure a fire alarm control panel (hereinafter the “Panel”) without being a trained and licensed fire alarm technician. In order to use the Demo Software, you must read and accept the following legal terms. Your agreement with these terms will create a binding legal agreement between, on the one hand, you and the legal owners and authorized users of the Panel (if not you) (collectively and interchangeably referred to herein as “User”), and on the other hand, [Manufacturer’s Legal Name] and, where applicable, a Distributor (as defined below) (both together referred to herein as “[Manufacturer]”).

WARNING: DO NOT USE ANY PANEL CONFIGURED WITH THE DEMO SOFTWARE FOR ANY LIFE SAFETY PURPOSE. DOING SO CAN HAVE UNINTENDED, UNFORESEEN, AND DANGEROUS CONSEQUENCES, SUCH AS RENDERING THE PANEL UNUSABLE, VIOLATING APPLICABLE LAWS, REGULATIONS, STANDARDS, OR CODES, OR CAUSING PROPERTY DAMAGE AND/OR BODILY INJURY, INCLUDING DEATH. WHILE WE UNDERSTAND THIS MAY SEEM HARSH, WE DO NOT KNOW WHAT YOU WILL DO WITH THE PANEL ONCE YOU INSTALL THE DEMO SOFTWARE, AND/OR HOW IT WILL FUNCTION IF IT IS CONFIGURED BY UNQUALIFIED PERSONNEL, AND THEREFORE WE WANT YOU TO UNDERSTAND THE POTENTIAL DANGERS AND THAT YOU ARE RESPONSIBLE FOR ANY REPERCUSSIONS.

Installing and using the Demo Software allows configuring the Panel’s operation, which is a feature normally only accessible to trained and licensed fire alarm technicians. Configuring the Panel by persons other than trained and licensed fire alarm technicians can cause the Panel to malfunction, including by failing to operate properly during a fire emergency, render the Panel inoperable, and/or otherwise permanently damage the Panel.

As used in this End-User License Agreement, the term “Demo Panel” means a Panel which has ever received a configuration file created by the Demo Software, regardless of whether such Panel has since been reconfigured by software other than the Demo Software or by a licensed fire alarm technician. In other words, once a configuration file created by the Demo Software is transmitted to a Panel, the Panel shall thereafter, for all intents and purposes, be deemed to be a Demo Panel, irrespective of whether it has since been reconfigured to the state in which it was before it became a Demo Panel.

By selecting the option to agree, as consideration for installing the Demo Software, you acknowledge, understand, represent, and agree to the following terms:

- (1) You are the User of the Panel, or the duly authorized agent thereof, and have full authority to enter into this agreement on behalf of the User, and will share the obligations, warnings, and other requirements and information contained in this End-User License Agreement with the User, and any subsequent owner, user, or licensee of User, before permitting them to use, operate, or otherwise interact with the Panel; and
- (2) User understands and assumes all risks associated with installing the Demo Software and/or using it to configure the Panel, including but not limited to those outlined herein; and
- (3) User is using the Panel for demonstration purposes (such as training or hobby purposes); User agrees not to use the Panel for any life safety purpose (any purpose for which the Panel would become subject to the provisions of any applicable laws, regulations, standards, or codes pertaining to fire alarm systems); and
- (4) BY TRANSMITTING A CONFIGURATION FILE CREATED BY THE DEMO SOFTWARE TO THE PANEL, IRRESPECTIVE OF WHETHER THE PANEL IS SINCE RECONFIGURED INTO THE STATE IN WHICH IT WAS PRIOR TO DOING SO, USER AGREES TO WAIVE AND VOID ALL WARRANTIES THAT MAY HAVE BEEN PROVIDED BY [MANUFACTURER] OR A DISTRIBUTOR, BOTH EXPRESS AND IMPLIED, INCLUDING ANY WARRANTY THAT ACCOMPANIED THE PANEL AT THE TIME OF PURCHASE OR DELIVERY, AND AGREES THAT ANY RIGHTS OR REMEDIES PROVIDED BY SUCH A WARRANTY ARE NULL AND VOID. NEITHER [MANUFACTURER], NOR A DISTRIBUTOR, MAKES ANY WARRANTIES OF ANY KIND, AND [MANUFACTURER] AND A DISTRIBUTOR DISCLAIM ALL WARRANTIES OF EVERY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH A DEMO PANEL. USER ACKNOWLEDGES AND AGREES THAT ALL SUCH WARRANTIES ARE HEREBY EXCLUDED AND THAT ALL DEMO PANELS ARE PROVIDED "AS IS," WITH NO WARRANTY OF ANY KIND; and
- (5) By transmitting a configuration file created by the Demo Software to the Panel, irrespective of whether the Panel is since reconfigured into the state in which it was prior to doing so, User agrees to waive and void all listings, certifications, and approvals that may have applied to the Panel. The listings, certifications, and approvals applicable to a Panel are based on the

presumption that the Panel will be configured by trained and licensed fire alarm technicians using officially supported software; a change to any of these factors will invalidate such listings, certifications, and approvals with respect to the Panel. **IT IS ILLEGAL TO INSTALL FIRE ALARM EQUIPMENT FOR ANY LIFE SAFETY PURPOSE WITHOUT VALID LISTINGS, CERTIFICATIONS, AND/OR APPROVALS;** and

(6) USER UNDERSTANDS AND ACKNOWLEDGES THAT, BECAUSE IT MAY BE DIFFICULT OR IMPOSSIBLE TO ASCERTAIN HOW A PANEL HAS BEEN USED ONCE IT HAS BEEN CONFIGURED WITH THE DEMO SOFTWARE, [MANUFACTURER] DISCLAIMS ANY AND ALL LIABILITY FOR ANY USE OF A PANEL WHATSOEVER ONCE THAT PANEL HAS BEEN CONFIGURED WITH THE DEMO SOFTWARE. IN NO EVENT WILL [MANUFACTURER] BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, OR EXPENSES ARISING OUT OF CONFIGURING A PANEL WITH THE DEMO SOFTWARE, OR USE, POSSESSION, OR OPERATION OF A DEMO PANEL; USER HEREBY WAIVES ALL CLAIMS, RIGHTS, OR ABILITY TO RECOVER ANY SUCH DAMAGES, LOSSES, AND EXPENSES. IF AND TO THE EXTENT THAT THIS SUB-PARAGRAPH (6) IS HELD INVALID OR UNENFORCEABLE, THEN USER AGREES THAT ANY INJURY TO PERSON OR PROPERTY ARISING FROM USE OF A DEMO PANEL SHALL BE DEEMED TO HAVE BEEN PROXIMATELY CAUSED BY USER'S CONFIGURATION OF THE PANEL AND USER SHALL HAVE THE BURDEN TO PROVE OTHERWISE; and

(7) User hereby releases and discharges [Manufacturer's Legal Name] and, where applicable, the distributor/reseller that sold, transferred, or delivered the Panel ("Distributor"), and their respective parents, affiliates, subsidiaries, officers, employees, agents, successors and assigns ("Released Parties"), all of which are intended third party beneficiaries of this legal agreement, from any liability whatsoever, including all claims, suits, obligations, causes of action, liabilities, costs, and damages (including without limitation injuries (including serious bodily harm and death) to persons and damages to property, and product liability claims) ("Claims") even if the Released Parties knew, or should have known about the possibility of such damage, arising out of, or in any way related to, configuring a Panel with the Demo Software, or use, possession, or operation of a Demo Panel. User further acknowledges and agrees that the foregoing release shall remain in effect, regardless of whether the Panel is since reconfigured to the state in which it was before it became a Demo Panel; and

- (8) User further agrees to fully defend, indemnify and hold harmless the Released Parties against any and all Claims and all costs and expenses associated with such Claims (including without limitation, court costs and attorneys' fees) arising from or related to (a) configuring a panel with the Demo Software, or use, possession, or operation of a Demo Panel, (b) any breach or violation of this End-User License Agreement by User, and/or (c) any claim that a Demo Panel infringes any intellectual property right of a third party;
- (9) Notwithstanding any other statement or representation to the contrary by [Manufacturer] or any agent thereof, regardless of whether oral or in writing, User acknowledges and agrees that neither [Manufacturer], nor your distributor or reseller from whom you bought the Panel, has any obligation to support, update, upgrade, repair, replace, or provide any particular services in connection with a Demo Panel. If User has modified or altered the Panel's software in any manner, [Manufacturer] strongly recommends against User accepting and/or downloading any [Manufacturer] software updates or upgrades to that Demo Panel. User acknowledges and agrees that any software updates or upgrades from [Manufacturer] or its designated agent are accepted/downloaded at User's sole risk, and that [Manufacturer] shall not be liable for any damages or other liabilities caused by such software updates or upgrades; and
- (10) In the event any provision of this Agreement is invalid or unenforceable or is prohibited by law, the remaining provisions of this Agreement shall remain in full force and effect, and the remainder of this Agreement shall be valid and binding as though such invalid, unenforceable, or prohibited provision were not included herein; and
- (11) The foregoing agreement supersedes any conflicting terms or conditions including without limitation, a) those originally provided with the Panel; and b) a Distributor's terms of sale, and is binding on User's successors, assigns, licensees and any transferees or subsequent users of the Panel, wherein such use of the Panel shall constitute acceptance of the foregoing agreement; and
- (12) [Manufacturer] and User agree to arbitrate all disputes and claims relating to this End-User License Agreement, and any claim whatsoever arising from any use of a Demo Panel, other than those involving intellectual property or unfair competition claims as defined by 28 U.S.C. § 1338. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This agreement does not preclude [Manufacturer] from bringing issues to the attention of federal, state, or

local agencies, including, for example, a code enforcement agency or fire marshal. Such agencies can, if the law allows, seek relief against User on [Manufacturer]’s behalf. User agrees that, by entering into this End-User License Agreement, User and [Manufacturer] are each waiving the right to a trial by jury or to participate in a class action. This End-User License Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this End-User License Agreement. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the American Arbitration Association (“AAA”), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at adr.org, or by calling the AAA at 1-800-778-7879. Except as otherwise provided for herein, [Manufacturer] will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated by either party. If, however, the arbitrator finds that either the substance of User’s claim or the relief sought in the demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, User agrees to reimburse [Manufacturer] for all monies previously disbursed by it that are otherwise User’s obligation to pay under the AAA Rules. In addition, if User initiates an arbitration in which User seeks more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules; and

- (13) Failure of either party to insist upon the performance of any term, covenant, or condition in this Agreement, or to exercise any rights under this Agreement, will not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, or the future exercise of any such right. The obligation of each party with respect to such future performance will continue in full force and effect.

By selecting the option to agree you acknowledge and agree that you have reviewed and understand the warnings and other information and obligations set forth in this End-User License Agreement and are creating a binding legal agreement between User and [Manufacturer].