



75F License Terms

THIS 75F SITE LICENSE & FACILISIGHT TERMS AND CONDITIONS (“AGREEMENT”) SHALL GOVERN YOUR USE OF THE OPERATIONAL SOFTWARE AND FACILISIGHT PLATFORM. IN THIS AGREEMENT, “CUSTOMER” MEANS THE “CUSTOMER” NAMED IN THE APPLICABLE AGREEMENT (“CUSTOMER AGREEMENT”) BETWEEN CUSTOMER AND THE PARTY FROM WHOM CUSTOMER PURCHASED THE OPERATIONAL SOFTWARE AND SUBSCRIPTION TO THE FACILISIGHT PLATFORM (“PARTNER”).

1. License.

1.1 Operational Software. Subject to the terms and conditions of this Agreement 75F grants Customer a perpetual, non-exclusive, non-transferable license to use the “Operational Software” (a) solely as embedded in the Devices in which the Operational Software was provided; and (b) solely at the Customer site as designated in the Customer Agreement (the “Site”) for Customer’s internal business and non-commercial use. This license includes a right to use a reasonable number of copies of documentation for the Operational Software and Devices (“Documentation”) for the sole purpose of using and administering the Operational Software and Devices at the Site(s).

1.2 Facilisight. 75F further grants Customer, for the term of service specified in the Customer Agreement, a limited, non-exclusive license to access and use Facilisight described in the Facilisight for 75FEDGE Exhibit solely for Customer’s internal business and non-commercial use. The foregoing licenses do not convey any rights of ownership in or title to the Facilisight platform.

2. Restrictions on Use. Partner agrees not to attempt, and will prevent its employees and contractors from attempting to: (a) disassemble, reverse engineer, decompile, modify, translate or otherwise attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming or interoperability interfaces of the Facilisight platform or any portion thereof; (b) lease, provide, sublicense, rent, transfer, assign, distribute, export or grant any rights in the Facilisight platform in any form to any other party, including commercial time-sharing, rental, or service bureau use, or otherwise use the Facilisight platform to the benefit of third parties except as authorized in this Agreement; (c) remove any copy protections, product identification, trademark attribution or copyright or other notices; (d) make error corrections or otherwise modify or adapt the Facilisight platform nor create derivative works based upon the Facilisight platform, or permit third parties to do the same; (e) remove the Operational Software from the Device in which it is embedded; (f) move or relocate the Devices from the Site(s) without 75F’s prior written consent; or (g) copy the Operational Software.

3. Proprietary Rights and Notices. As between the parties, 75F owns all right, title, and interest in and to all intellectual property and proprietary rights in and to Facilisight. Customer will not act to jeopardize, limit, or interfere in any manner with such ownership of and rights with respect to Facilisight. Customer will have only those rights in or to the intellectual property or proprietary rights in Facilisight to the extent expressly



granted to Customer pursuant to this Exhibit.

4. Service Limitation. In the event that there is no Internet connection established between a Customer's Device(s) at a Site and the 75F network through which Facilisight is offered, or such connection becomes inoperable during the term of service, 75F will not have access to Site data and Facilisight will be significantly limited.

5. Data. Customer acknowledges that certain information will be transmitted to 75F in connection with Customer's use of the Operational Software and or Facilisight ("Usage Data"). Usage Data is owned solely by 75F. 75F will not disclose any Usage Data to any third party in any way that could reasonably enable association of that Usage Data with Customer or the Site without Customer's prior consent, not to be unreasonably withheld or delayed, but 75F may use the Usage Data in aggregate or anonymized form without restriction.

6. Modifications to Facilisight. 75F reserves the right to modify the Facilisight platform without notice provided that any such modification shall not materially degrade the functionality or require changes in Customer's infrastructure to access the Facilisight platform.

7. Term, Renewal and Termination. The term of Customer's access to Facilisight will commence when the Customer is granted access to the Facilisight platform ("Facilisight Effective Date") and will continue for the period specified in the Customer Agreement ("Initial Term").

7.1 Expiration. The Initial Term will expire at midnight on the last day of the month in which the Facilisight Effective Date fell ("**Expiration Date**"). 75F will allow a thirty (30) day grace period ("**Grace Period**") for Partner to provide a purchase order for the renewal term during which time 75F will continue to work on open cases and create the final energy report. New technical support issues will not be accepted during the Grace Period. Any existing issues remaining after the Grace Period will be closed as unresolved. Energy reports will not be generated, archived, or stored once the Grace Period ends. If a purchase order for the renewed term is not received within the Grace Period, the subscription to the Facilisight platform will automatically terminate.

7.2 Renewal. The Customer will be billed for the renewal of the subscription to the Facilisight platform within thirty (30) days of the Expiration Date of the Customer's subscription unless the Customer has previously notified Partner in writing of their intention to terminate their annual Facilisight subscription. Any renewal shall be at the then current rates. Partners that do not provide a purchase order within the Grace Period, but wish to re-start service thereafter will establish a new service start date for the Customer's Facilisight subscription and may incur incident charges to re-open any closed or unresolved issues and may be subject to non-recurring charges to re-commission the Site.