

VICTAULIC COMPANY

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PLEASE READ THE TERMS OF THIS EULA CAREFULLY. BY USING THE WEBSITE, CLICKING ON THE "I AGREE" BUTTON BELOW, OR BY DOWNLOADING, INSTALLING, OPERATING, OR USING THE DOCUMENTATION, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA, INCLUDING THE WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY AND TERMINATION PROVISIONS BELOW. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS EULA, DO NOT CLICK ON THE "I AGREE" BUTTON OR DOWNLOAD, INSTALL, OPERATE, OR USE THE DOCUMENTATION, AND IMMEDIATELY CEASE USING THE WEBSITE.

THE INDIVIDUAL WHO ACCEPTS THIS EULA ON YOUR BEHALF HEREBY REPRESENTS AND WARRANTS THAT THEY HAVE THE RIGHT, POWER, AND AUTHORITY TO ACT ON YOUR BEHALF AND TO BIND YOU TO ALL OF THE TERMS AND CONDITIONS OF THIS EULA.

1. License Grant. Subject to Your payment of any applicable license fees to Victaulic and compliance with the terms and conditions of this EULA, Victaulic hereby grants You a non-exclusive, non-transferable, non-sublicensable, and revocable license to download, install, operate, and use the Documentation, in the form downloaded only, on one computer system owned or controlled by You (as further set forth in Section 2 below. You acknowledge and agree that all right, title and interest in and

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2. Limited Use. You may only allow Your employees who are registered with the Website to access the Website and access the Documentation.

3. Restrictions. Except as expressly set forth in this EULA, You shall not, directly or indirectly, in whole or in part: (a) copy the Website or any of the Documentation; (b) cause or permit any reverse engineering, decompilation, modification, translation or disassembly of the Website; (c) sell, rent, sublicense, distribute, disclose, publish, assign, loan, mortgage, or otherwise transfer any rights in the Website or Documentation; (d) modify, or create derivative works based upon, the Website or any Documentation, in whole or in part; (e) permit any third party to benefit from the use or functionality of the Website via a timesharing, service bureau or similar arrangement; (f) use the Website or Documentation in any unlawful manner or for any unlawful purpose; (g) remove or destroy any copyright notices or other proprietary marking on the Website or Documentation; (h) transfer the Website or Documentation to any other person or entity, including in the event of a change of corporate ownership; or (i) do anything which adversely affects Victaulic's right, title or interest in or to the Website or Documentation.

4. Your Responsibility. As between You and Victaulic, You are responsible and liable for all uses of the Website and Documentation through access thereto provided by You, directly or indirectly.

5. Ownership. Title and ownership of all proprietary rights, including any copyright, patent, trade secret, trademark or other intellectual property or proprietary rights, in and to the Website and Documentation, and any copies thereof, are and will at all times remain the property of Victaulic. You expressly acknowledge that Victaulic retains all rights, title, and interest in and to the Website and Documentation that are not specifically granted to You hereunder.

6. No Warranty; Disclaimers. THE WEBSITE IS PROVIDED "AS IS," WITH ALL FAULTS, DEFECTS AND ERRORS AND WITHOUT WARRANTY OF ANY KIND. VICTAULIC AND ITS LICENSORS DISCLAIM ANY AND ALL WARRANTIES IN CONNECTION WITH THE WEBSITE (EXPRESS, IMPLIED, OR ARISING BY LAW OR FROM ANY COURSE OF DEALING, USAGE, OR TRADE PRACTICE), INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. YOU ACKNOWLEDGE AND AGREE THAT (A) THE WEBSITE MAY CONTAIN BUGS, ERRORS AND DEFECTS; (B) INSTALLATION, OPERATION, AND USE OF THE WEBSITE IS AT YOUR SOLE RISK; AND (C) THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. VICTAULIC AND ITS LICENSORS SHALL HAVE NO LIABILITY OF ANY KIND FOR YOUR USE OF, OR INABILITY TO USE, THE WEBSITE OR FOR ANY LOSS OF DATA. ANY STATEMENTS OR REPRESENTATIONS ABOUT THE WEBSITE OR ANY OF ITS FEATURES OR FUNCTIONALITY OR ANY OTHER COMMUNICATION WITH YOU REGARDING THE WEBSITE ARE FOR INFORMATION PURPOSES ONLY, AND DO NOT CONSTITUTE A WARRANTY, REPRESENTATION, OR CONDITION. WITHOUT LIMITING THE FOREGOING, VICTAULIC DOES NOT WARRANT THAT THE OPERATION OR OUTPUT OF THE WEBSITE, DOCUMENTATION OR ANY OF ITS FEATURES OR FUNCTIONALITY WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, ACCURATE, RELIABLE, OR COMPLETE, OR THAT ERRORS WILL BE CORRECTED BY VICTAULIC OR ANY THIRD PARTY.

7. Not a Substitute for Your Professional Judgment. The Website and the Documentation is a professional tool intended to be used by trained fire suppression system design and engineering professionals only. The Website and the Documentation is intended solely as an aid for Your estimation and design activities. THE WEBSITE AND THE DOCUMENTATION ARE NOT A SUBSTITUTE FOR YOUR PROFESSIONAL JUDGMENT, ENGINEERING, AND TRAINING, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO PRODUCT SAFETY. You are solely responsible for establishing adequate procedures for testing the reliability, accuracy, completeness, and other characteristics of any output of the Website and/or Documentation, including, without limitation, all items designed with the assistance of the Website and/or the Documentation.

8. No Support. Victaulic may, but is not obligated to, provide updates or upgrades of the Website and the Documentation from time to time. Notwithstanding the foregoing, Victaulic shall have no obligation to provide You with any upgrades, updates, error corrections, support or maintenance services, or any other assistance or consultancy services in relation to the Website or the Documentation.

9. Term and Termination. This EULA and the license granted hereunder shall remain in effect until (a) the expiration or termination of the Integrator Agreement (defined below) or (b) the termination of this EULA in accordance with this Section, whichever occurs earlier. You and Victaulic each have the right to terminate this EULA and the license granted hereunder at any time if the other party (i) fails to comply with, or is in breach of, Section 14 of this EULA, (ii) fails to comply with any other obligation of this EULA, (iii) terminates or suspends its business, (iv) becomes subject to any bankruptcy or insolvency proceeding under federal or state statute, (v) becomes insolvent or subject to direct control by a trustee, receiver or similar authority, or (vi) has wound up or liquidated, voluntarily or otherwise. In order to terminate this EULA, the terminating party will deliver to the other party a notice that identifies the reason for termination. If the reason for termination under subsection (ii) of this Section remains uncured for thirty (30) days, the EULA will automatically terminate after such 30-day period; in all other scenarios the EULA will be terminated upon the date of the foregoing notice. Upon the termination of this EULA, You shall cease all use of the Website and return to Victaulic or destroy all copies of the Documentation, and upon Victaulic's request certify in writing to Victaulic that You have complied with the foregoing. All provisions of this EULA which by their nature contemplate performance after the termination hereof shall survive any such termination.

10. Compliance with Law. You represent and warrant that (a) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) You are not listed on any U.S. Government list of prohibited or restricted parties. You may not export, re-export, import, or transfer the Website or Documentation, or any data available therein, in violation of any applicable export laws or regulations, and You may not assist or facilitate others in doing any of the foregoing. You acknowledge that it is Your responsibility to comply with any and all applicable export and import laws.

11. Collection and Use of Data. You acknowledge and agree that Victaulic may collect and process technical data and related information arising from Your use of the Website, which may include internet protocol addresses, hardware identification, operating system statistics, and other non-personally identifiable information, and that Victaulic may use this information for its business purposes, including for updating the Website and otherwise improving its products and technologies. To the extent an

account must be first created to use the Website, Victaulic may also collect information such as the name, email address, username and/or password of Your personnel ("Account Data"). To the extent any of the information collected by Victaulic (including the Account Data) constitutes personal data, Victaulic shall be the controller of such personal data, and to the extent that it acts as a controller, each party shall comply at all times with its obligations under applicable data protection law.

12. United States Government End Users. The Website and the Documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Website Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Website Documentation are licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

13. Limitations of Liability. IN NO EVENT WILL VICTAULIC OR ANY OF ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ANY PENALTIES OF ANY KIND, OR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, WHETHER OR NOT FORESEEABLE, ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM THIS EULA, OR THE PERFORMANCE OR BREACH HEREOF OR THE WEBSITE OR THE DOCUMENTATION OR ITS OR THEIR PERFORMANCE OR USE, REGARDLESS OF THE FORM OF ACTION, EVEN IF THE CLAIM WAS REASONABLY FORESEEABLE OR SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT WILL VICTAULIC'S AGGREGATE LIABILITY UNDER ANY AND ALL CLAIMS ARISING OUT OF THIS EULA, THIS WEBSITE OR THE DOCUMENTATION, OR THE USE THEREOF, EXCEED \$600.00 USD. You acknowledge that Victaulic has entered into this EULA relying on the limitations of liability stated herein and that these limitations are an essential basis of the bargain between the parties.

14. Integrator Agreement; Training. Victaulic is willing to enter this EULA with You on the express condition that You and Victaulic are currently parties to, or are executing concurrently herewith, that certain Victaulic Vortex Engineered Systems Integrator Agreement (the "Integrator Agreement"). You agree that Your responsibility to ensure that You maintain a trained, competent and fully equipped staff as set forth in the Integrator Agreement, and expressly set forth in this provision of the EULA, includes ensuring that at no time will more than three (3) years have elapsed since at least two of Your employees, at least one of whom is qualified to design and engineer fire protection systems, has attended Victaulic's training programs associated with the Victaulic Vortex system, the Website, and the Documentation.

15. Notices. All notices required under this EULA shall be in writing and otherwise subject to the notice provision of the Integrator Agreement between the parties.

16. Governing Law; Disputes. This EULA shall be governed by and construed exclusively under the laws of the state of Pennsylvania without reference to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this EULA. Any dispute, claim or controversy arising out of or in connection with this EULA or the breach, termination, enforcement, interpretation, or validity of this EULA shall be resolved in accordance with the forum selection or other dispute resolution provision of the Integrator Agreement between the parties.

17. Miscellaneous. If any provision of this EULA is held to be unenforceable, such provision shall be reformed to the extent necessary to make it enforceable so as to effect the intent of the parties, and the remainder of this EULA shall continue in full force and effect. A waiver of any default is not a waiver of any subsequent default. Victaulic reserves the right to change the terms of this EULA at any time to comport with changes or additions to the Website or the Documentation. Any change to this EULA not posted by Victaulic to the Website will not be valid unless it is in writing and signed by both parties. You may not assign or otherwise transfer any of Your rights hereunder without Victaulic's prior written consent, and any such attempt shall be null and void. Subject to the foregoing, this EULA is binding upon and is for the benefit of the respective successors and assigns of the parties hereto. The parties acknowledge and agree that a material breach of this EULA adversely affecting Victaulic's proprietary rights would cause irreparable harm to Victaulic for which a remedy at law would be inadequate and that Victaulic shall be entitled to injunctive relief in addition to any remedies it may have hereunder or at law. Victaulic's website Terms & Conditions, available at: also apply to the use of this website, however this EULA shall control in the event of any conflict. Certain software which may be part of the Documentation may also have its own Terms & Conditions associated with that software. Other than the documents noted above, this EULA is the complete agreement between Victaulic and You concerning the Website, and supersedes any and all other prior agreements and representations between Victaulic and You, oral or written, with respect to the Website and the use thereof.

***VERSION DATE: APRIL 6, 2022***