

## End User License Agreement dated April 10, 2018

(May be updated from time to time by Cochrane Supply)

COCHRANE SUPPLY, INC. ("COCHRANE SUPPLY") HAS DEVELOPED A MOBILE APPLICATION AND RELATED SOFTWARE FOR SMART BUILDING NOTIFICATIONS. COCHRANE SUPPLY IS WILLING TO PROVIDE A LIMITED LICENSE OF THE MOBILE APPLICATION AND SOFTWARE THAT ACCOMPANY THIS END USER LICENSE AGREEMENT TOGETHER WITH THE PRINTED OR ONLINE DOCUMENTATION FURNISHED BY COCHRANE SUPPLY IN CONJUNCTION WITH IT (THE "RAVEN NOTIFICATION SERVICE") TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS IN THIS AGREEMENT. PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE CLICKING ON THE "I ACCEPT" BUTTON. BY CLICKING ON THE "I ACCEPT" BUTTON YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. CLICK ON THE "DO NOT ACCEPT" BUTTON TO DISCONTINUE THE INSTALLATION PROCESS. THE ACCEPTANCE OF THIS AGREEMENT IS REQUIRED FOR USE OF THE RAVEN NOTIFICATION SERVICE. THE RAVEN NOTIFICATION SERVICE, ALL APPLICATIONS, AND RELATED SOFTWARE ARE THE COPYRIGHTED INTELLECTUAL PROPERTY OF COCHRANE SUPPLY AND ANY USE, COPYING, REPRODUCTION, APPLICATION, OR RESALE THEREOF NOT IN CONFORMANCE WITH THIS AGREEMENT IS STRICTLY PROHIBITED AND END USER AGREES TO BE FULLY AND PRIMARILY RESPONSIBLE AND OBLIGATED FOR ALL DAMAGES, FEES AND COSTS INCURRED BY COCHRANE SUPPLY IN RELATION THERETO.

### 1. DEFINITIONS.

#### 1.1 Definitions.

- a. "Company" shall refer to the licensor, Cochrane Supply, located at 30303 Stephenson Highway, Mt. Clemens, Michigan 48071;
- b. "Licensee" shall mean End User, the individual or entity that downloads and uses the Software;
- c. "Software" shall mean Raven Notification Service, the deliverables provided pursuant to this EULA.

### 2. LICENSE GRANTS AND RESTRICTIONS.

2.1 RAVEN Connector. Subject to the terms and conditions contained herein, Cochrane Supply hereby grants you a limited, revocable, non-transferable, non-exclusive, license during the license term to install, use and execute the RAVEN Connector on a single personal computer, which is identified by serial number or other means during the installation process (the "Designated System"), and to use the documentation furnished by Cochrane Supply in conjunction with it, solely for your internal business use. You may transfer and use the RAVEN Connector on a backup computer system you own or lease if, and only for so long as, the Designated System is (i) inoperative or (ii) unavailable due to regularly scheduled maintenance, upon issuance by Cochrane Supply of a backup license key.

2.2 No Other Rights Granted. Apart from the license expressly granted herein, no license or other right is granted by Cochrane Supply to you under this Agreement, either directly or by implication, estoppel, or otherwise (including, but not limited to, the right to create derivative works). You shall have no right or access to the source code of the RAVEN Notification Service other than the source code, if any, for certain application program interfaces that are included with the RAVEN Notification Service. If any source code is included with the RAVEN Notification Service, it is provided solely as a reference, is provided subject to all of the limitations of Section 2 below, and may not be modified by you in any way. You shall have no right to use the RAVEN Notification Service or any portion thereof to merge with,

link to or share data to operate or control any system, or component of any system, of any third party.

3. **YOUR RESPONSIBILITIES.** YOU SHALL (I) USE ALL COMMERCIALY REASONABLE EFFORTS TO ENSURE THAT YOUR EMPLOYEES COMPLY WITH THE TERMS OF THIS AGREEMENT; (II) NOT MODIFY, DECOMPILE, DISASSEMBLE, DECRYPT, EXTRACT, OR OTHERWISE REVERSE ENGINEER THE RAVEN NOTIFICATION SERVICE OR ANY PART THEREOF, OR ANY APPLICATION ENABLER OR CIRCUMVENT OR ATTEMPT TO CIRCUMVENT ANY COPY-PROTECTION OR LICENSE ENFORCEMENT, REMOVE FROM THE SOFTWARE ANY READ ME FILES, NOTICES, HEADERS, DISCLAIMERS, MARKS OR LABELS, USE OR ALLOW USE OF THE SOFTWARE IN VIOLATION OF ANY APPLICABLE LAW OR REGULATION OR GRANT ANY OTHER PERSON OR ENTITY THE RIGHT TO DO SO OR TAKE ANY ACTION THAT WOULD ASSIST ANY OTHER PERSON OR ENTITY IN DOING SO AND WILL PROMPTLY NOTIFY COCHRANE SUPPLY OF ANY INFORMATION THAT ANY OTHER PERSON OR ENTITY IS OR IS ATTEMPTING TO COPY, REVERSE ENGINEER, DISASSEMBLE, DECOMPILE, TRANSLATE OR MODIFY THE RAVEN NOTIFICATION SERVICE; (III) NOT INSERT, DELETE, REPLACE, CHANGE OR OTHERWISE ALTER ANY FILES IN THE RAVEN NOTIFICATION SERVICE OR APPLICATION ENABLER; (IV) NOT MODIFY, CHANGE, PREPARE DERIVATIVE WORKS OF OR OTHERWISE ALTER ANY BINARY CODE FILES INCLUDED WITH THE RAVEN NOTIFICATION SERVICE ; (V) NOT LOAN, RENT, LEASE, GIVE, SUBLICENSE, TRANSFER, PUBLISH, DISCLOSE, DISPLAY, OR OTHERWISE MAKE AVAILABLE THE RAVEN NOTIFICATION SERVICE , IN WHOLE OR IN PART, TO ANY OTHER PERSON OR ENTITY; (VI) NOT MODIFY ANY APPLICATION PROGRAMMING INTERFACE, INCLUDING MODIFYING ANY APPLICATION PROGRAMMING INTERFACE BY CREATING ADDITIONAL CLASSES WITHIN ANY INTERFACE OR OTHERWISE CAUSING THE ADDITION TO OR MODIFICATION OF THE CLASSES IN AN INTERFACE, AND (VII) NOT INCORPORATE ANY CODE INCLUDED WITH THE RAVEN NOTIFICATION SERVICE OR ANY DOCUMENTATION IN ANY DEVELOPER PRODUCT.
4. **TECHNICAL SUPPORT.** Cochrane Supply shall have no obligation to provide technical support to you except as provided in a separate support agreement setting forth costs, scope of service, and signed by you and Cochrane Supply.
5. **LICENSE FEES.** The license fees paid by or for you to Cochrane Supply are paid in consideration of the licenses granted under this Agreement.
6. **OWNERSHIP AND CONFIDENTIALITY.**
  - 6.1 Ownership by Cochrane Supply. Cochrane Supply retains all right, title and interest, in and to the RAVEN Notification Service (and any portions thereof). You shall not have any right, title, or interest to the RAVEN Notification Service except as provided and limited in this Agreement, and further shall secure and protect the RAVEN Notification Service consistent with maintenance of Cochrane Supply's proprietary rights therein. You agree that you shall not contest or challenge, or take any action inconsistent with or that may damage or impair Cochrane Supply's ownership or rights, and further that you shall not contest or challenge, or take any action inconsistent with or that may damage, diminish, infringe upon or impair the ownership or intellectual property rights of Cochrane Supply's licensors. You shall not use the RAVEN Notification Service except as is expressly authorized in this Agreement.
  - 6.2 Confidentiality. You acknowledge that the RAVEN Notification Service contains valuable trade secrets and proprietary information of Cochrane Supply and you agree to maintain the confidentiality of the RAVEN Notification Service using at least the same degree of care you use with your own confidential information. The grant of the limited license hereunder shall not be or be construed to be a sale or transfer of any right, title or interest in or to any trade secrets or other proprietary information of Cochrane Supply.
  - 6.3 Third-Party Code. Additional copyright notices and license terms applicable to portions of the RAVEN Notification Service are set forth in the readmeLicenses.txt file provided with the RAVEN Notification Service. In addition to any terms and conditions of any third-party opensource/freeware license identified in the readmeLicenses.txt file, the disclaimer of

warranty and limitation of liability provisions contained below in paragraph 6 of this Agreement shall apply to all third party code contained in the RAVEN Notification Service.

**6. RESERVATION OF RIGHTS.**

6.1 The Software and documentation are owned by Cochrane Supply and its licensors, and is protected by copyright, patent, trademark, and trade secret laws of the United States and other jurisdictions, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. As between Customer and Cochrane Supply, the Software, including without limitation intellectual property rights therein and thereto, are the sole and exclusive property of Cochrane Supply or its subsidiaries or affiliated companies and/or its third-party licensors. All Software is licensed to Customer, not sold. Cochrane Supply reserves all rights not expressly granted in this Agreement, and no rights or licenses shall be deemed or interpreted to be granted or transferred hereunder, whether by implication, estoppel, or otherwise.

**7. PROPRIETARY NOTICES.**

7.1 Customer agrees to maintain and reproduce all copyright and other proprietary notices on all copies, in any form, of the Software in the same form and manner that such copyright and other proprietary notices are included on the Software. Except as expressly authorized in this Agreement, Customer may make such backup copies of the Software as may be necessary for Customer's lawful use, provided Customer affixes to such copies all copyright, confidentiality, and proprietary notices that appear on the original.

**8. WARRANTIES AND LIMITATIONS.**

8.1 Disclaimer of Software Warranty. COCHRANE SUPPLY LICENSES THE RAVEN NOTIFICATION SERVICE "AS IS," WITH NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND. COCHRANE SUPPLY SPECIFICALLY DISCLAIMS ALL INDIRECT OR IMPLIED WARRANTIES TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF, NON-INFRINGEMENT, MERCHANTABILITY, TITLE OR FITNESS FOR ANY PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY COCHRANE SUPPLY, ITS AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OF ANY KIND, EXPRESS OR LIMITED.

8.2 Disclaimer of Purpose of RAVEN Notification Service: The RAVEN Notification Service has not been customized to address your specific needs and circumstances as a developer. The supply of this tool does not provide any assurance that the products you may develop will interface or will be suitable for a use other than as initially represented, will be protected from misuse, does not constitute the giving of legal advice and does not establish an attorney/client relationship with Cochrane Supply, its owners, agents, representatives, partners or affiliates. You acknowledge that your use of the RAVEN Notification Service is at its own risk and that you should consult an attorney to ensure that the methods of protection you use for any products you may develop using the RAVEN Notification Service are appropriate for your specific needs and circumstances.

8.3 Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL COCHRANE SUPPLY OR ANY OF ITS LICENSORS, OFFICERS, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR PENALTIES (INCLUDING DAMAGES FOR LOST PROFITS, LOST BUSINESS, PERSONAL INJURY, LOST DATA, BUSINESS INTERRUPTION, AND THE LIKE), HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF COCHRANE SUPPLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.4 Limitation of Remedies. IN NO EVENT SHALL COCHRANE SUPPLY'S MONETARY LIABILITY, IF ANY, IN CONNECTION WITH THIS AGREEMENT OR THE RAVEN NOTIFICATION SERVICE EXCEED THE AMOUNTS PAID TO IT BY YOU PURSUANT TO THIS AGREEMENT.

**9. ASSURANCES BY YOU.** There can be no assurances whatsoever that systems such as the RAVEN Notification Service will protect any individual or his or her property from harm. Appropriate safety precautions must always be taken when operating or maintaining equipment connected to the RAVEN Notification Service. Cochrane Supply assumes no

responsibility or liability for any injury or damage to any persons or property resulting from the use by you of the RAVEN Notification Service. Further, you represent and warrant that you will take appropriate precautions, establish appropriate procedures and post appropriate notices to ensure that persons and property are not harmed in the event of an error, malfunction or unexpected operation of the Cochrane Supply RAVEN Notification Service or products.

10. **HIGH RISK APPLICATIONS.** Unless Cochrane Supply has provided its express written consent for each component of the RAVEN Notification Service, you will make reasonable business efforts to ensure that it is not used in any application in which the failure of the RAVEN Notification Service could lead to death, personal injury or severe physical or property damage, including, without limitation, environmental damage, (collectively, "High-Risk Applications"), including but not limited to the operation of nuclear facilities, mass transit systems, aircraft navigation or aircraft communication systems, air traffic control, weapon systems and direct life support machines. Cochrane Supply expressly disclaims any express or implied warranty or condition of fitness for High-Risk Applications.
11. **INDEMNIFICATION.** You shall indemnify and hold harmless Cochrane Supply from and against all losses, claims, damages or other causes of any nature or kind whatsoever (including reasonable attorney's fees) arising directly or indirectly out of third party claims concerning (i) a breach of any of your obligations, covenants, representations or warranties contained herein; (ii) your selection of, transactions and/or agreements with any party that is an authorized Cochrane Supply reseller or distributor, systems integrator or trainer, or any other third party; (iii) any product developed by you using the RAVEN Notification Service; (iv) any combination of the RAVEN Notification Service, or any component of it, with any product developed by you using the RAVEN Notification Service or with any other product, equipment, device, software, system or data not supplied by Cochrane Supply, and (v) the negligence or intentional misconduct of you or your officers, employees, agents or contractors. You agree not to interpose any cross-claim, third party claim or similar claim against Cochrane Supply based on a claim, suit, action or proceeding threatened or commenced against you related to the RAVEN Notification Service and arising out of any matter other than a matter, if any, for which Cochrane Supply has agreed to indemnify you under a separate agreement signed by Cochrane Supply.
12. **TERM AND TERMINATION.** This Agreement is effective and you acknowledge receipt of adequate consideration upon your clicking the "I Accept" button and shall continue until terminated. You may terminate this Agreement at any time by returning the RAVEN Notification Service and all copies and extracts to Cochrane Supply. Cochrane Supply may terminate this Agreement upon a material or continuing breach of this Agreement by you by giving 10 days' prior written notice of termination, stating the cause therefor, with termination becoming effective at the close of said 10-day term if the breach is not then cured to the satisfaction of Cochrane Supply.
13. **TRADEMARKS.** Under no circumstances may you use the RAVEN trademarks or any other trademark or service mark of Cochrane Supply to identify goods or services provided by you except as expressly agreed to by Cochrane Supply in writing.
14. **GENERAL TERMS.**
  - 14.1 **Assignment.** You may assign this Agreement or your rights and obligations under this Agreement to a purchaser of the real property and/or hardware on which the software is installed, if and only if both of the following conditions are satisfied in the sole discretion of Cochrane Supply: (i) you provide the purchaser with a copy of this Agreement and (ii) the purchaser agrees to comply with all of the terms and conditions of this Agreement, including confidentiality. Cochrane Supply may assign this Agreement freely without your consent.
  - 14.2 **Export.** Software, including technical data, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. You agree to comply strictly with all such regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import the RAVEN Notification Service. The RAVEN Notification Service may not be used, sold, resold, sublicensed, diverted, transferred, reshipped, or

otherwise exported or re-exported: (i) in, into or through any country designated as a terrorist supporting country by the U.S. government or any of its agencies; (ii) in, into or through any country for which the U.S. has an embargo or with which the U.S. or any of its agencies maintains comprehensive trade controls; (iii) to or by a national or resident of the countries described in (i) or (ii); or (iv) to or by any party included in the United States Department of Commerce's Denied Persons List, Entity List or Unverified List; or the United States Department of the Treasury's Specially Designated Nationals, Specially Designated Global Terrorists, Specially Designated Narcotics Traffickers, Specially Designated Narcotic Traffickers, or Specially Designated Terrorists List; or the United States Department of State's Designated Foreign Terrorist Organizations or Debarred Persons List; or is otherwise designated by the U.S. government or any of its agencies as a party with which it is unlawful to do business.

- 14.3 Equitable Relief. You acknowledge that any breach of your obligations hereunder with respect to the RAVEN Notification Service or the confidential information of Cochrane Supply, including, without limitation, Section 5.1 and 5.2 above, will cause Cochrane Supply irreparable injury for which it has no adequate remedy at law. You further agree that Cochrane Supply will be entitled to seek and obtain equitable relief, including preliminary injunctions and temporary restraining orders, to prevent any unauthorized use of the RAVEN Notification Service and confidential information, without posting of bond or other security, in addition to all other remedies available to it under this Agreement or other applicable law.
- 14.4 Entire Agreement. This Agreement comprises the entire agreement between the parties relating to its subject matter. This Agreement supersedes all prior agreements and understandings, written or oral, express or implied, and controls for all purposes, with any competing or different terms expressly rejected. This Agreement can be amended or modified only by a writing executed in advance by duly authorized representatives of each of the parties hereto. In the event any foreign ministry or other governmental entity or agency makes any changes, deletions or modifications to this Agreement, holds any provision herein unenforceable or imposes any conditions or restrictions on either party to this Agreement which affects its ability to fully perform, Cochrane Supply shall have the right to immediately terminate this Agreement. By clicking the I ACCEPT button, you represent and warrant that all consents, approval or authorizations of third parties, foreign ministries or any governmental entities or agencies, required as a condition or otherwise necessary for you to enter into and perform its obligations under this Agreement have been duly obtained.
- 14.5 Waiver. A waiver of any breach of default of this Agreement shall not create a waiver of the term or of any subsequent breach of default.
- 14.6 Governing Law; Choice of Venue. The validity of this Agreement and the rights, obligations and relations of the parties hereunder shall be construed and determined under and in accordance with the substantive laws of the State of Michigan with respect to claims governed by state law and the laws of the United States with respect to claims arising under the laws of the United States, without regard to conflicts of laws principles and excluding the Convention on Contracts for the International Sale of Goods. Any action arising from or relating to this Agreement or the conduct of the parties pursuant hereto shall be commenced and heard solely within a federal or state court of competent jurisdiction found within the boundaries of the United States District Court for the Eastern District of Michigan, and Cochrane Supply and you each consent to personal jurisdiction and venue in any such court.
- 14.7 Severability. Should any term or provision of this Agreement be finally determined by a court of competent jurisdiction to be void, invalid, unenforceable or contrary to law or equity, the offending term shall be modified and limited (or if strictly necessary, deleted) only to the extent required to conform to the requirements of law and the remainder of this Agreement (or, as the case may be, the application of such provisions to other circumstances) shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

- 14.8 Survival. The license limitations and restrictions contained in the section entitled "Limitations and Restrictions" as well as the following provisions shall survive the termination or expiration of this Agreement: Reservation of Rights, Protection of Information, Term and Termination, Limited Software Warranty and Disclaimers, Disclaimer of Liabilities, Indemnification, Reports and Audit, and General Provisions.
- 14.9 Government Use. The RAVEN Notification Service is provided with restricted rights. With respect to any acquisition of the RAVEN Notification Service by or for any unit or agency of the U.S. Government ("Government"), the RAVEN Notification Service shall be classified as "Commercial Computer Software," as that term is defined in the applicable provisions of the Federal Acquisition Regulation ("FAR") and supplements thereto, including the Department of Defense ("DoD") FAR Supplement ("DFARS"). If the RAVEN Notification Service is supplied for use by DoD, the RAVEN Notification Service is delivered subject to the terms of this Agreement and either (i) in accordance with DFARS 252.227-7202-1(a) and 227.7202-3(a), or (ii) with restricted rights in accordance with DFARS 252.227-7013(c)(1)(ii), as applicable. If the RAVEN Notification Service is supplied for use by a federal agency other than DoD, the RAVEN Notification Service is restricted computer software delivered subject to the terms of this Agreement and (i) FAR 12.212(a); (ii) FAR 52.227-19; or (iii) FAR 52.227-14 (ALT III), as applicable.