

SAGEGLASS SYMPHONY® SOFTWARE END USER LICENSE AGREEMENT

IMPORTANT—READ CAREFULLY: This End-User License Agreement ("**EULA**") is between the purchaser of Product) as defined in a Supply Agreement or in a Quote, if there is no supply agreement) ("**You**") and SAGE Electrochromics, Inc. ("**SAGE**") (each a "**Party**" and collectively "**Parties**") and covers Your use of the Software.

The Software is protected under United States, Switzerland, other foreign copyright laws, and / or international treaties. Unauthorized reproduction and distribution of this Software will make You liable for criminal and civil prosecution that may result in severe punishment and / or damage claims. You must reproduce and include the copyright notices with any permitted copies You make of the Software.

By installing, copying, and / or using the Software, You acknowledge and confirm that You a) have read and understood the EULA as well as any other additional terms related to any third party components ("**Additional Terms**"), b) agree to be bound by the terms and conditions of this EULA and the Additional Terms, (c) agree to flow the obligations down to the end-users and cause the end-user to comply with this EULA c) if representing an entity, that You have the power to make such a declaration for Your entity. SAGE licenses the Software to You conditional on Your agreement to the terms set forth in this EULA and the Additional Terms.

1. DEFINITIONS.

- a) "Affiliates" means any corporation or company that directly or indirectly controls, or is controlled by, or is under common control with the relevant party, where "control" means (i) owning more than 50% of the relevant party or (ii) being able to direct the affairs of the relevant party through any lawful means.
- b) "Authorized Third Parties" means Your Users, Your Affiliates, Your third party service providers, and each of their respective Users permitted to access and use the SAGE technology.
- c) "Key" means the Software Key necessary to configure and execute the Software, which is either activated by SAGE or provided to You for activation, the decision is the sole discretion of SAGE.
- d) "Software" means (i) the software offered to You by SAGE and any underlining licenses provided to SAGE by its licensors under the brand name FIN™ Framework in any release and (ii) any related electronic or written documentation.
- e) "Updates" means service packs, extension packs, platform releases, and any other updates, releases, revisions, enhancements, or supplements.
- f) "User" means the individuals, including employees and / or contractors, permitted to access and use the SAGE technology on Your behalf as part of Your license whose activity You are legally responsible for under this EULA.
- g) "You" means the individual or legal entity purchasing SAGE technology.

2. LICENSE GRANT AND USE RESTRICTIONS. SAGE grants to You a non-exclusive, non-transferable (except where permitted by SAGE), limited license to use the Software solely for Your own use. The configuration and execution of the Software is supervised by a Key installed by SAGE, at SAGE's sole discretion (the "Key"). This EULA permits use of the Software only within the boundaries established by the Key. The license grant is subject to the following restrictions:

- a) If the Software was obtained by You from SAGE as embedded in a hardware device, You may only use the Software as embedded in said hardware device for connection across a network to as many data points as permitted by the Key, and access the Software via a browser on a computer owned or licensed by You in accordance with the related documentation for the Software.

- b) If the Software was obtained by You from SAGE for use on a single machine, then You may only install the Software on a single machine owned or licensed by You at any one time for connection across a network to as many data points as permitted by the Key.
 - c) The number of Users permitted to concurrently access the Software may be limited in accordance with the Key.
 - d) If this Software includes any related documentation provided in electronic form, You may print copies of this electronic documentation.
 - e) You may not distribute, sublicense, rent, lend, lease, assign or transfer this EULA, the Software or its components, in whole or in part, without express written consent from SAGE.
 - f) You may not or direct any third party to reverse engineer, de-compile, or disassemble the Software except and only to the extent that such activity is expressly permitted by applicable law
 - g) You also shall not or direct any third party to (i) modify or create a derivative work of the Software, or (ii) extract any individual parts except and only to the extent that such activity is expressly permitted by applicable law.
 - h) Nothing in this EULA transfers ownership to You in, or grants any license to, any intellectual property rights. Intellectual property rights remain the exclusive property of SAGE and its licensors. SAGE and its licensors retain all rights not expressly granted to You in this EULA.
3. **ADDITIONAL TERMS FOR THIRD PARTY COMPONENTS.** This EULA applies to Updates to the Software provided by SAGE and its licensors, unless SAGE or its licensors provide other terms along with the Updates. The Software may contain certain components such as open source software or third party components licensed by SAGE or its licensor. Each third party component may have a separate end user license agreement. The terms of the third party license that apply to the Software are specified and part of the Additional Terms made available for your review at www.usa.siemens.com/btcpseula.
4. **THIRD PARTY LICENSOR'S TECHNICAL SUPPORT AND AUDIT.** Third party licensors and their Affiliates of the Software have no obligation to furnish You with technical support services or to debug the Software unless separately agreed in writing between You and SAGE. SAGE may be audited by its licensors and You agree that SAGE and such licensors shall be free to use any feedback and / or technical data including audit data received from You resulting from your access to and use of the Software for any purpose including (without limitation) development, manufacture, marketing, product ordering, and maintenance or support of products and services. If and insofar as permissible under the relevant laws, You permit SAGE, its licensors and their respective affiliates to audit the use of the Software and will give assistance and access to the necessary information.
5. **OTHER THIRD PARTY SOFTWARE NOT PROVIDED.** Except where the Parties agree in writing to the contrary, You are solely responsible for ensuring that a) the system on which the Software is installed, run, and / or used contains all third party software not contained in the Software as delivered that is necessary to run, install and/or use of the Software and b) You and / or Your system fulfills the requirements of all required licenses for such other third party software.
6. **WARRANTY DISCLAIMER.** You acknowledge the Software is provided "**As Is**" and neither SAGE nor any of its licensors make any representation or warranties, express or implied, including but not limited to the warranties of merchantability or fitness for the particular purpose or that the Software will not infringe any third party patents, copyrights, trademarks or other rights.

There is no warranty by SAGE or its licensors or by any other party that the functions contained in the Software will meet your requirements or that the operation of the Software will be uninterrupted or error-free. No oral or written information or advice given by a SAGE representative shall create a warranty or in any way affect this disclaimer. You assume all responsibility to achieve your intended results and for the installation, use, and results obtained from it. This exclusion shall not apply in the event of gross negligence or respecting matters that cannot be excluded or limited under applicable law.

7. **MISUSE OF THE LICENSED SOFTWARE.** If a misuse of the Software by You requires SAGE or any licensor of SAGE to engage in any legal or other proceeding to enforce their rights under this EULA, SAGE and/or its licensor

shall be entitled to recover from You, in addition to any other sums due, reasonable attorneys' fees, costs, and disbursements unless otherwise agreed in a separate writing between the Parties.

This EULA applies to service packs, extension packs, platform releases and any other updates, releases, revisions, enhancements, or supplements to the original Software provided by SAGE and its Licensors ("Updates"), unless SAGE or its Licensors provide other terms along with the Update. The Software may contain certain components such as open source software components or third party components licensed by SAGE or its Licensor (each, a "Component"). Each Component may have a separate end user license agreement (a "Third Party License"). The terms of the Third Party License (FIN Framework) that apply to the Software are specified and part of the Additional Terms made available for your review at www.usa.siemens.com/btcpseula.

8. **TERMINATION.** This EULA is effective from the first date You install, copy or otherwise use the Software. You may terminate this EULA at any time by deleting or destroying the Software, all backup copies and all related materials provided to You by SAGE except where otherwise is agreed between SAGE and You. Without prejudice to any other rights of SAGE, Your license rights terminate automatically and immediately without notice if You fail to comply with any provision or condition of this EULA. In such a case, You will be obliged to destroy all Software copies, related materials, and components.
9. **LIMITATION OF LIABILITY.** Unless otherwise agreed in a separate writing between the Parties, in no event shall SAGE, its employees, licensors, affiliates or agents be liable for any costs of procurement of substitute goods or services, loss of data, loss of use, property damage, loss of profits, interruption of business or any special, indirect, incidental, economic, punitive or consequential damages, however caused, and whether arising under contract, tort, negligence, or other theory of liability, or arising out of the use of or inability to use the Software, even if SAGE or its licensors are advised of the possibility of such damages. The limitation of liability shall not apply if and to the extent involving matters that cannot be excluded or limited under applicable law.
10. **DATA PROTECTION AND USE CONSENT.** You acknowledge that SAGE, its licensors, and their respective Affiliates may use a software based solution for administration of data and license information. You agree that SAGE, its licensors, and their respective Affiliates store and use all data and information required for the business relationship between You and SAGE or SAGE and its licensors or resulting from said relationships, especially but not limited to contractual documents and papers as well as data and information of and about You and Users necessary for the performance of the contract. Such information may be stored and used in and outside the United States. Furthermore, all this data and information may be disclosed to SAGE, its licensors, and their respective Affiliates for corresponding processing, especially for providing services, fulfillment of legal requirements or for SAGE, its licensors, and their respective Affiliates internal audit and/or supervisory requirements always in compliance with applicable data protection laws.

You agree that SAGE, its licensors, and their respective Affiliates may also collect and use technical information gathered as part of the product support services provided to You, if any, related to the Software. SAGE, its licensors, and their respective Affiliates may use this information solely to improve our products or to provide customized services or technologies to You and, unless permitted by this EULA or required by any laws, shall not disclose this information to any other party in a form that personally identifies You.

11. **CYBER SECURITY DISCLAIMER.** To protect plants, systems, machines, and networks against cyber threats, it is necessary to implement and continuously maintain a holistic, state-of-the-art security program. The Software only forms one element of such a program. You are responsible for preventing unauthorized access to Your plants, systems, machines, and networks which should only be connected to an enterprise network or the internet if and to the extent such a connection is necessary and only when appropriate security measures (e.g. firewalls and/or network segmentation) are in place.

The Software undergoes periodic development by SAGE and / or its licensors. SAGE strongly recommends that such Updates are applied as soon as they are available and that the latest versions are used. Use of Update versions that are no longer supported and failure to apply the latest Updates may increase Your exposure to cyber threats. SAGE strongly recommends complying with public security advisories on the latest security threats, patches, and other related measures.

12. **TRADE COMPLIANCE.** The Software, including technical data/cryptographic software, may be subject to United States, Switzerland, and European Union export controls and may be subject to import or export controls in other countries. You agree to strictly comply with all applicable import and export regulations when using the Software. SAGE shall not be obligated to fulfill this EULA if such fulfillment is prevented by any impediments arising out of the

United States, Switzerland, and European Union re-export, international foreign trade agreements, customs requirements, embargoes, or other sanctions.

13. **FOR UNITED STATES GOVERNMENT END USERS.** The Software was developed at private expense and is a “commercial item” as that term is defined at 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all United States government end users acquire the Software with only those limited rights set forth therein.
14. **ENTIRE AGREEMENT.** Unless SAGE has given separate individual contract conditions in writing, this EULA represents the entire agreement between You and SAGE relating to the Software and (a) supersedes all prior or contemporaneous oral or written communications with respect to its subject matter; and (b) prevails over any conflicting or additional terms of any communication between the Parties during the term of this EULA.
15. **NOTICES.** SAGE reserves the right, at any time and from time to time, to revise, supplement, and otherwise modify this EULA and to impose new or additional rules, policies, terms or conditions on Your use of the Software. Modifications to the EULA will be effective immediately and incorporated into this EULA upon posting the revised EULA on SAGE’s website and You waive any right to receive a specific notice of each such revision. Your use of the Software is acceptance of the EULA inclusive of future revisions. Notices to SAGE are to be in writing and delivered to SAGE Electrochromics Inc., Legal Department, 2 Sage Way, Faribault, MN 55021.
16. **SEVERABILITY.** If any provision of this EULA is held invalid, all other provisions shall remain valid unless such validity would frustrate the purpose of this EULA. This EULA shall be enforced to the full extent allowable under applicable law.
17. **WAIVER.** SAGE’s failure to act on or enforce any provision under this EULA cannot be construed as a waiver of that provision or any other provision in this EULA.
18. **GOVERNING LAW AND VENUE.** This EULA and any disputes arising from it, will be governed exclusively by the State of Minnesota, United States without regard to conflicts of laws, rules, or the United Nations Convention on the International Sale of Goods. The State Courts of Minnesota and Federal Courts of Minnesota will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the EULA or its formation, interpretation or enforcement. Each Party hereby consents and submits to the exclusive jurisdiction of such courts. Either Party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of SAGE’s intellectual property or proprietary rights.
19. **TRANSLATIONS.** SAGE may provide local language translations of this EULA in some locations. You agree that those translations are provided for informational purposes only and if there is any inconsistency, the U.S. English version of this EULA will prevail.
20. **ORDER OF PRECEDENCE.** If there is a conflict between this EULA, any written agreement modifying the EULA between the Parties, or policy expressly incorporated by referenced in this EULA, the order of precedence is a) written agreement modifying the EULA, b) expressly referenced policy in the EULA, then c) this EULA.