

END-USER LICENSE AGREEMENT FOR HORNER ELECTRIC, LLC SOFTWARE

IMPORTANT-READ CAREFULLY: This Horner Electric, LLC End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Horner ELECTRIC, LLC for the Horner Electric, LLC software product identified above, which includes computer software and associated media and printed materials, and may include "online" or electronic documentation ("SOFTWARE PRODUCT" or "SOFTWARE"). By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, promptly return the unused SOFTWARE PRODUCT to the place from which you obtained it for a full refund.

SOFTWARE PRODUCT LICENSE

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

1. GRANT OF LICENSE. This EULA grants you the following rights:

1.1 "Site" shall mean: in the case of a (K to 12) school any one or more buildings that are a part of a single address and serviced by one principal, administrator or similar and shall include any one or more computer workstations located within those buildings;

in the case of a post-secondary institution any one or more departments of that post-secondary institution which shall be in any one or more buildings that are a part of a single address and serviced by one principal, administrator or similar and shall include any one or more computer workstations located within those departments, as is more specifically set out within the Purchase Order;

in the case of a business or entity other than a school shall mean the Subscriber's normal place of business, at one address, and shall include any one or more computer workstations located within that place of business.

a. You may use one copy of the Horner Electric, LLC Software Product identified above at a single site.

b. Solely with respect to electronic documents included with the SOFTWARE, you may make an unlimited number of copies (either in hardcopy or electronic form), provided that such copies shall be used only for internal purposes and are not republished or distributed to any third party.

2. UPGRADES. If the SOFTWARE is an upgrade, whether from Horner Electric or another supplier, you may use or transfer the SOFTWARE only in conjunction with upgraded product. If the SOFTWARE is an upgrade from a Horner Electric product, you may now use that upgraded product only in accordance with this EULA.

3. SUBSCRIPTION UPDATES. If you have acquired the SOFTWARE PRODUCT as part of a subscription package, then you must treat as an upgrade any subsequent versions of SOFTWARE PRODUCT received as an update to your subscription package.

4. COPYRIGHT. All title and copyrights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by Horner Electric or its suppliers. The SOFTWARE PRODUCT is protected by copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE PRODUCT like any other copyrighted material except that you may either (a) make one copy of the SOFTWARE PRODUCT solely for backup or archival purposes or (b) install the SOFTWARE PRODUCT on a single computer provided you keep the original solely for backup or archival purposes. You may not copy the printed materials accompanying the SOFTWARE PRODUCT.

5. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

a. Limitations on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

b. No Separation of Components. The SOFTWARE PRODUCT is licensed as a single product and neither the software programs comprising the SOFTWARE PRODUCT or any UPDATE may be separated for use by more than one user at a time.

c. Rental. You may not rent or lease the SOFTWARE PRODUCT.

d. Software Transfer. You may permanently transfer all of your rights under this EULA, provided that you retain no copies, you transfer all of the SOFTWARE PRODUCT (including all component parts, the media and printed materials, any upgrades, this EULA, and, if applicable, the Certificate of Authenticity), and the recipient agrees to the terms of this EULA. If the SOFTWARE PRODUCT is an upgrade, any transfer must include all prior versions of the SOFTWARE PRODUCT.

e. Termination. Without prejudice to any other rights, Horner ELECTRIC may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the SOFTWARE PRODUCT.

6. U.S. GOVERNMENT RESTRICTED RIGHTS.

The SOFTWARE PRODUCT and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Horner Electric, 59 S. State Ave., Indianapolis, IN, 46201.

MISCELLANEOUS

If you acquired this product in the United States, this EULA is governed by the laws of the State of Indiana.

LIMITED WARRANTY

LIMITED WARRANTY. Except with respect to the REDISTRIBUTABLES, which are provided "as is," without warranty of any kind, Horner Electric warrants that (a) the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt, and (b) any hardware accompanying the SOFTWARE PRODUCT will be free from defects in materials and workmanship under normal use and service for a period of one (1) year from the date of receipt. Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. To the extent allowed by applicable law, implied warranties on the SOFTWARE PRODUCT and hardware, if any, are limited to ninety (90) days and one year, respectively.

CUSTOMER REMEDIES. Horner Electric 's and its suppliers' entire liability and your exclusive remedy shall be, at Horner Electric 's option, either (a) return of the price paid, or (b) repair or replacement of the SOFTWARE PRODUCT or hardware that does not meet Horner Electric 's Limited Warranty and which is returned to Horner Electric with a copy of your receipt. This Limited Warranty is void if failure of the SOFTWARE PRODUCT or hardware has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE PRODUCT or hardware will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States, neither these remedies nor any product support services offered by Horner Electric are available without proof of purchase from an authorized international source.

SUBSCRIPTION PROGRAM. Horner Electric reserves the right to modify or cancel the subscription program at any time upon notice to the subscription holders. In the event of any cancellation, Horner Electric's and its suppliers' entire liability and your exclusive remedy shall be a refund from Horner Electric based on a rate of \$50.00 per undistributed issue remaining in the affected subscription series.

NO OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Horner ELECTRIC, LLC AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE SOFTWARE PRODUCT, AND ANY ACCOMPANYING HARDWARE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION. NO LIABILITY FOR CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HORNER ELECTRIC OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, EVEN IF Horner ELECTRIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.