

**FairCom Edge™ – Development Edition
V5 License Agreement**

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Definitions:

The following definitions apply throughout this Agreement:

- a) **“Deploy,” “deployment” or “deployed”** shall mean any use, access, distribution, delivery or shipment of any FairCom Technology.
- b) **“Development Environment”** shall mean a non-production computing environment used by developers to design, write, modify, and debug software code. It may contain incomplete, unstable, or experimental features and is not intended to validate system functionality or performance. Access is limited to development personnel, and any data used shall only be synthetic, anonymized, or otherwise non-production data. Any environment that combines software development with any other purpose is not a Development Environment.
- c) **“Device”** shall mean any physical or virtual machine, sensor, application or process that accesses the FairCom Edge Server, either directly or indirectly.
- d) **“FairCom Edge Interfaces”** shall mean the software components licensed by FairCom that allow a Device to communicate with a FairCom Edge Server and may include protocols, drivers or any other tools or utilities that are delivered by FairCom. These components may only be used to exclusively communicate with a FairCom Edge Server.
- e) **“FairCom Edge Server”** shall mean the central data management component of FairCom Edge that provides integration and database services and which is licensed to Licensee herein for development purposes in a Development Environment.
- f) **“License Authorization File”** shall mean a computer binary file provided by FairCom that contains unique licensing information. Said licensing information permits the FairCom Edge Server to run on a specified operating system, to support specific features, to operate for a specific time period, and to support a fixed number of concurrent Devices and/or CPUs.
- g) **“Production Environment”** shall mean all hardware and software used for commercial or business use including but not limited to internal data processing or operations by end users, applications, services, automation or machine learning.
- h) **“Proprietary Information”** means, without limitation, any and all Software source code, object code, binary executable files, data, inventions, patents, discoveries, improvements, trademarks, copyrights, trade secrets, algorithms, mathematical constraints, FairCom confidential information, know-how and ideas embodied in the Software and any and all intangible intellectual property or privileges of a nature similar to the foregoing, including, without limitation, in every case in any part of the world and whether or not registered, whether received by Licensee from FairCom or from any third party under obligation to FairCom to maintain such information as confidential or not.
- i) **“Software”** shall mean all source code, object code, libraries, drivers, binary executable files, documentation, sample/utility programs and media that may accompany this license or is provided via FairCom’s website or portal. This definition expressly excludes any form of the described software that is licensed separately or targeted at different markets.
- j) **“Test Environment”** shall mean a non-production computing environment used to verify, validate, and evaluate software functionality, performance, security, and compliance against defined requirements. Software deployed in the Test Environment is expected to be functionally complete for testing purposes. Access may include quality assurance, security, or business users, and testing may include structured test cases, automated testing, and acceptance criteria.

License:

I. Grant of License.

Subject to all of the terms set forth herein, FairCom grants to Licensee and Licensee accepts the revocable, non-exclusive, limited, non-transferrable, non-sublicensable, right and license for one (1) person to:

- a) install and use the FairCom Edge Interfaces on any number of computers to allow Devices to access a FairCom Edge Server exclusively in a Development Environment. Any use of hardware or software that reduces the number of devices or processes directly accessing the FairCom Edge Server (such as multiplexing or pooling) does not reduce the number of Device licenses required; and

- b) install and use the FairCom Edge Server in a Development Environment on one (1) single server computer for each License Authorization File obtained from FairCom. Using a FairCom Edge Server on a different operating system, supporting a greater number of concurrent Devices, or beyond the time period specified on the Proof of Entitlement document that accompanies the Software is a violation of this Agreement. The FairCom Edge Server is licensed on a per executable basis. Installing the FairCom Edge Server on more than one (1) server computer is not permitted.

2. **Software License Restrictions.**

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 - i. remove or change any serial number within the Software; or
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 - b) the Software shall not be used to develop an application or an application module that is or acts as, is a part of, or is an add-on to an operating system; a file system; a device driver; a computer language compiler or interpreter; and
 - c) the Software shall not be used to develop any application that competes with the Software or provides a generic database interface such as, for example, without limitation, ODBC, JDBC, OLE DB, or ADO.NET that provides the functionality of a general purpose database.

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20. Governing Law.

This Agreement is deemed by FairCom and Licensee to have been executed in Boone County, Missouri in the United States of America ("U.S.A.") and the Agreement and any subsequent amendments shall be construed in accordance with the laws of the State of Missouri, U.S.A. Any litigation concerning or arising out of this Agreement shall be commenced and prosecuted in the Circuit Court of Boone County, Missouri, U.S.A. and Licensee hereby consents to personal jurisdiction in that forum.

21. Compliance Certification and Audit.

Upon FairCom's written request, Licensee shall, within thirty (30) days of receipt of such request, provide FairCom a letter certifying that Licensee is in full compliance with the terms of this Agreement and any amendments hereto. Said letter shall be signed by you personally if you are acting on your own behalf, or by a company officer if you are representing an entity that is an organization, corporation, or other party on whose behalf you are acting. While this Agreement is in effect and for three (3) years thereafter, Licensee shall keep accurate books, records and accounts as are reasonably necessary to verify compliance with this Agreement, and shall, upon reasonable notice, permit FairCom or its representatives to inspect all such books, records and accounts and to make extracts from such books no more than once per calendar year. Any audit conducted pursuant to this Agreement shall be performed during normal business hours, with minimal disruption, and at the auditing party's expense.

22. Severability.

Should a court of competent jurisdiction finally adjudicate any particular provision or provisions of this Agreement or any subsequent amendments thereto to be invalid, void or unenforceable, such final adjudication shall not affect the validity of any other provision set forth in this Agreement or such amendments, if any.

23. Waiver.

No failure by FairCom to exercise and no delay in exercising, any privilege, power or right set forth herein, will operate as a waiver thereof, nor will any single or partial exercise by FairCom of any such privilege, right or power set forth herein preclude further exercise by FairCom of any such privilege, right or power set forth herein.

24. Consent.

If at any time FairCom's consent or action is called for hereunder, it shall be at FairCom's sole and absolute discretion. All implied covenants of good faith and fair dealing are hereby disclaimed.

25. Amendments.

To become effective, any and all amendments, modifications, changes, or required consents hereunder obtained from FairCom must be in writing and signed by a duly authorized representative of FairCom.

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