

# End User License Agreement

## **Important Read Carefully**

This End User License Agreement (“Agreement”) is a legal agreement between you (either an individual or a single entity) and Federal Signal Corporation (“Federal”) for the CommanderOne<sup>®</sup> software and all associated media, printed materials, and “online” or electronic documentation (collectively “Software Product”).

## **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, to you pursuant to the terms of this Agreement.

## **Grant of License**

This Agreement grants you the following rights:

**Use of Software.** You may use the Software Product in conjunction with a single Supervisory Control and Data Acquisition System, which contains a maximum of five hundred and twelve (512) Remote Terminal Units. The Software Product may be used on an unlimited number of computers connected to the single Supervisory Control and Data Acquisition System to which the Software Product is licensed.

## **Description of Other Rights and Limitations**

**Not for Resale Software.** Notwithstanding other sections of this Agreement, you may not resell or otherwise transfer for value any portion of the Software Product.

**Limitations on Reverse Engineering, Decompilation, and Disassembly.** You may not reverse engineer, decompile, or disassemble any portion of the Software Product.

**Separation of Components.** The Software Product is licensed as a single product. Its component parts may not be separated for use on more than one computer.

**Rental.** You may not rent, lease, or lend any portion of the Software Product.

**Support Services.** Federal may provide you with support services related to the Software Product (“Support Services”). Use of Support Services is governed by the Federal policies and programs described in the user manual, in “online” documentation, and/or in other Federal-provided materials. Any supplemental software code and all associated media, printed materials, and “online” or electronic documentation provided to you as part of the Support Services shall be considered part of the Software Product and subject to the terms and conditions of this Agreement. With respect to technical information, you provide to Federal as part of the Support Services, Federal may use such information for its business purposes, including for product support and development. Federal will not utilize such technical information in a form that personally identifies you.

**Transfer of Rights.** You may not transfer any right under this Agreement without the written consent of Federal.

**Termination.** Without prejudice to any other rights, Federal may immediately terminate this Agreement if you fail to fully comply with all of the terms and conditions herein. In such event and in addition to any other obligations arising from the termination of this Agreement, you must destroy all copies of the Software Product and all of its component parts.

## **Upgrades**

If the Software Product is labeled as an upgrade, you must be properly licensed to use a product identified by Federal as being eligible for the upgrade in order to use the Software Product. A Software Product labeled as an upgrade replaces and/or supplements the product that formed the

## Limited Warranty

---

basis for your eligibility for the upgrade. You may use the resulting upgraded product only per the terms of this Agreement.

### Copyright

All right, title, interest, 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 Federal. The Software Product is protected by copyright laws and international treaty provisions. You may copy the printed materials of the Software Product, provided, however, that any such copies are used for the sole purpose of in-house training on the use and operation of the Software Product.

### 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.

## Limited Warranty

### Limited Warranty

Federal warrants that (a) the Software Product will perform substantially per the accompanying written materials for a period of one (1) year from the date of shipment of the Software Product by Federal and (b) any Support Services provided by Federal shall be substantially as described in applicable written materials provided to you by Federal. Some states and jurisdictions do not allow limitations on the 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, if any, are limited to the period of one (1) year from the date of shipment of the Software Product by Federal.

### Customer Remedies

Federal’s entire liability and your exclusive remedy shall be, at Federal’s option, either (a) return of the price paid, if any, or (b) repair or replacement of the Software Product that does not meet Federal’s Limited Warranty and which is returned to Federal with a copy of your receipt. This Limited Warranty is void if failure of the Software Product has resulted from accident, abuse, or misapplication. Any replacement Software Product 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 Federal are available without proof of purchase from an authorized international source.

### No Other Warranties

To the maximum extent permitted by applicable law, Federal disclaims all other warranties and conditions, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, with regard to the software product, and the provision of or failure to provide support services. This limited warranty gives you specific legal rights. You may have others, which vary from state/jurisdiction to state/jurisdiction.

### Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall Federal 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 or the provision of or failure to provide support services, even if Federal has been advised of the possibility of such damages. In any case, Federal’s entire liability under any provision of this Agreement shall be limited to the amount actually paid by you for the software product, provided, however, if you have entered into a Federal support services agreement, Federal’s entire liability

regarding support services shall be governed by the terms of that Agreement. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to you.

**Export Law Assurances**

You acknowledge that the Software Product is subject to restrictions and controls imposed under the export control laws and regulations of the U.S.A. and any amendments thereof. You certify that neither the Software Product nor any direct product thereof is being or will be exported, acquired, shipped, transferred, or re-exported, directly or indirectly, to (i) any country or region prohibited under such laws and regulations; (ii) any end user who you know or have reason to believe will utilize them in the design, development or production of nuclear, chemical, or biological weapons; or (iii) any end user who has been prohibited from participating in the U.S.A. export transactions by any federal agency of the U.S.A. government. You also acknowledge that the Software Product may include technical data subject to export and re-export restrictions imposed by U.S.A. law.

**Miscellaneous**

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

You shall institute reasonable measures to ensure compliance with this Agreement. Upon the request of Federal, you shall provide reports as to usage as may be necessary to verify compliance with this Agreement. Federal shall have the right, upon reasonable notice, to inspect your facilities to verify compliance with this Agreement.

You expressly save and hold Federal, its subsidiaries, agents, and affiliates harmless from any and all liability of any kind or nature whatsoever to your customers, distributors, and third parties which may arise from your acts under this Agreement.

This Agreement constitutes the entire agreement with respect to the software product and supersedes any other agreement or discussions, oral or written. This Agreement may not be changed or waived except by a written amendment signed by you and an officer of Federal. No other person has the authority on our behalf to change or waive this Agreement.

A waiver by either party of any term or condition of this Agreement will not be deemed a waiver of the term for the future or of any subsequent breach of it.

The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. Such invalid or unenforceable provision shall be deemed to be severed from this Agreement, and the Agreement shall be construed as if such provision was never inserted into it.

No action, regardless of form, arising out of this Agreement, may be brought by you more than two years after the facts giving rise to the cause of action have occurred, whether those facts by that time are known to or reasonably ought to have been discovered by you.

In this Agreement, words importing the singular include the plural and vice versa. Words importing gender include all genders and words importing persons include corporations and vice versa. The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement or any part of it.

## **Safety Messages**

Listed below are important safety instructions and precautions you should follow:

### **Read and Follow Instructions**

- Read and follow all the safety and operating instructions before using CommanderOne®.
- Follow all instructions in this manual.

### **Retain Instructions**

- The software manual is located in the CommanderOne® software from the Profile menu.

### **Programming Warning**

- Program after reading this manual.
- Only personnel thoroughly familiar with CommanderOne® operating instructions and the intended method of use should perform the programming.
- Correctly program CommanderOne® per the user's specific application before placing it into use.
- If programmed incorrectly, CommanderOne® may fail to operate as intended.
- Test CommanderOne® for proper operation after programming and before placing into use.

### **Planning**

- Develop a warning plan and train all users on the use of the warning system.
- Develop contingency plans to ensure the warning system can be activated in an emergency without CommanderOne® if an outage occurs.

### **Notices**

- CommanderOne® is dependent on your local network, the Internet, and web services maintained by third parties. Federal Signal cannot guarantee the reliability of any of these services; therefore, planning alternate activation points and redundancy are highly recommended.
- Federal Signal reserves the right to make changes to devices and specifications detailed in the manual at any time in order to improve reliability, function, or design. The information in this document has been carefully checked and is believed to be accurate; however, no responsibility is assumed for any inaccuracies.