



DOME™ Building Automation Starter Kit
Proprietary Notices; License Terms and Conditions

P/N DD-0016 | Rev. 1.1 | October 2022

DOME™ Building Automation Starter Kit — Proprietary Notices; License Terms and Conditions

Proprietary Notices

1. Legal Disclaimer

The use of DOME is subject to Veridify's standard license terms and conditions as set forth in the DOME Building Automation Starter Kit - Proprietary Notices; License Terms and Conditions ("Standard Terms"), as well as the Software-as-a-Service Agreement. This documentation does not expand or otherwise modify Veridify's Standard Terms or mutually, in writing, agreed upon terms, including, but not limited to, the disclaimers and warranties expressed therein.

2. Copyright Notice

Copyright © 2019 - 2022 Veridify Security Inc. All rights reserved.

Third Party notices, terms, and conditions pertaining to third-party software and hardware can be found at:

<https://www.veridify.com/terms-of-use/>

3. Trademark Notice

Device Ownership and Management Enrollment, and DOME are trademarks or service marks (individually and collectively, "Marks") of Veridify Security Inc. ("Veridify"). The Marks displayed in this documentation or on any hardware or in any software represent some of the proprietary rights currently owned or controlled by Veridify and are not intended to be a comprehensive compilation of all Veridify's worldwide proprietary ownership rights. See, <https://www.veridify.com/terms-of-use/> for representations of additional Marks owned or controlled by Veridify and additional guidance with respect to Veridify Marks. All other trademarks and service marks, which may be registered in certain jurisdictions, belong to the holder or holders of such marks.

4. Patent Notice

DOME is protected by certain patents. In accordance with the virtual marking provisions of the American Invents Act, 35 U.S.C. 287(a), See, <https://www.veridify.com/terms-of-use/>, which enumerates the list of products and components that may be protected by one or more patents, or patents pending in the U.S. and elsewhere. Certain third-party components embedded in DOME may be protected by certain patents of such third-party; reference should be made to the third-party documentation.

License Terms and Conditions

IMPORTANT: PLEASE CAREFULLY READ THE FOLLOWING AGREEMENT, WHICH IS LEGALLY BINDING. DO NOT INSTALL OR USE THE DOME BUILDING AUTOMATION STARTER KIT (“DOME BA Kit”) AS SPECIFIED IN YOUR ORDER (“DOME”) UNLESS YOU AGREE TO BE BOUND TO THESE TERMS OR YOU ARE AUTHORIZED TO, AND INTEND TO BE BOUND BY, THESE TERMS ON BEHALF OF YOUR COMPANY OR A THIRD PARTY FOR WHOM YOU ARE INSTALLING DOME. INSTALLATION OR USE OF THE KIT, WHICHEVER COMES FIRST, CONSTITUTES THE ACCEPTANCE OF THE TERMS SET FORTH BELOW. IF YOU CHOOSE NOT TO ACCEPT THESE PROVISIONS, DO NOT INSTALL OR USE DOME. FOR PURPOSES OF THIS AGREEMENT, “YOU” MEANS YOU PERSONALLY, IF EXERCISING THE RIGHTS GRANTED FOR YOUR OWN BENEFIT, OR YOUR COMPANY OR A THIRD PARTY, IF EXERCISING THE RIGHTS GRANTED FOR YOUR COMPANY’S OR THIRD PARTY’S BENEFIT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THIS AGREEMENT OR CUSTOMER’S PURCHASE ORDER, IF ANY, THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL GOVERN.

1. License Grant: DOME Scope of Use; Ownership

This agreement authorizes the Customer to use the DOME BA KIT on a non-assignable, nontransferable (without any right to sublicense), non-exclusive, limited, and revocable license only for the authentication of approved enrolled and managed devices and, if electing to enroll and manage devices, with a VERIDIFY approved cloud-based software-as-a-service.

The Customer may not rent, lease, license, transfer, assign, sell, or otherwise provide access to the DOME BA Kit, in whole or in part, on a temporary or permanent basis to any third-party without VERIDIFY’s prior written consent. The DOME BA KIT is not intended for use in nuclear, aviation, mass transit, medical, lifesaving or life-sustaining applications, or other inherently dangerous applications or other equipment in which the failure of DOME could lead to personal injury, death, physical or environmental damage. Customers using the DOME BA KIT in such applications do so at their own risk and agree to fully indemnify VERIDIFY for any damages resulting from such improper use or sale. VERIDIFY disclaims liability for any damages caused by such use. Customers are responsible for their products and applications using the DOME BA KIT, which may deviate from published specifications as a result of design defects, errors, or operation of products outside of published parameters or design specifications. Customers should include design and operating safeguards to minimize these and other risks. VERIDIFY assumes no liability for applications assistance, customer product design, or damage to any equipment resulting from the use of the DOME BA KIT outside of stated published specifications or parameters.

Except as expressly provided in this agreement, you are not granted any right, title or interest in the DOME BA KIT by implication or otherwise. Ownership remains with VERIDIFY and its suppliers, if any. For any third-party hardware or software contained in DOME (“Third-Party Products”), you agree to be bound by the agreement governing the use of such hardware and software. You agree that you are responsible for the proper deployment, tracking, use and record keeping of Third-Party Products.

2. Title, Risk, Delivery, and Acceptance

The DOME BA KIT is protected by patent* and copyright laws, applicable trade secrets laws, and international treaties and other intellectual property laws and treaties. The DOME BA KIT includes third-party manufactured hardware, the specifications and terms of which are specified by the applicable third-party, but only for use with the DOME BA Kit, and programs licensed pursuant to certain open-source or third-party license agreements. The DOME BA KIT does not constitute an edited version or further development of such programs. Title to tangible goods contained in the DOME BA KIT passes on VERIDIFY’s shipment. Title to the DOME BA KIT software, including any firmware, and any third-party software subject to this Agreement, all property rights therein and all materials supplied to Customer under this Agreement, shall remain the sole property of VERIDIFY (its successors and assigns) and its suppliers. Customer acknowledges and agrees that no right, title, or interest in or to the DOME BA KIT software is granted under this Agreement by implication or otherwise, except as expressly granted and specified in this Agreement.

Customer will (i) obtain all licenses required to import the DOME BA KIT into the country or countries in which it intends to use or store, or other countries considered to be an importing country under applicable law, (ii) clear DOME through local customs promptly upon its arrival, and (iii) pay all customs duties and other charges assessed on such importation.

3. Confidentiality and Trade Secret Protection

Customer must maintain the secrecy of and not disclose, without VERIDIFY’s express written consent, all trade secrets, proprietary information, or confidential information, which Customer receives from VERIDIFY. The Customer may not reproduce, transmit, modify, adapt, or translate nor reverse engineer, decompile, disassemble, adapt, modify, duplicate, or otherwise copy or reproduce, or create derivative works of or based on the DOME BA KIT, in whole or in part, without obtaining VERIDIFY’s or the applicable licensor’s prior express written permission. To the extent the European Union Software Directive is applicable, the Customer may modify, adapt, translate, reverse compile, reverse assemble, or reverse engineer any software code in any manner to the extent, and only to the extent, necessary to achieve interoperability with an independently created program, if the information needed to achieve such interoperability has not previously been or

made readily accessible to the Customer by VERIDIFY upon reasonable request. The Customer may not alter, remove, or cover any product identification, copyright, trademark, or proprietary notices or restricted notice(s) or legend(s) in or on The DOME BA KIT and should include appropriate notices of VERIDIFY's ownership. The inclusion of a copyright notice on or contained in software shall not cause or be construed to cause it to be a published work.

4. Warranty; Limitation of Liability

THE DOME BUILDING AUTOMATION STARTER KIT, INCLUDING ANY THIRD-PARTY PRODUCTS CONTAINED THEREIN, UNLESS PROVIDED OTHERWISE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING FITNESS FOR A PARTICULAR PURPOSE OR USE, MERCHANTABILITY, PERFORMANCE, QUALITY OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT. THE DOME BA KIT, FOR A PERIOD OF ONE YEAR FROM THE DATE OF INSTALLATION, SHALL BE IN MATERIAL CONFORMITY WITH ITS DOCUMENTATION. WITHOUT LIMITING THE FOREGOING, VERIDIFY DOES NOT WARRANT THAT THE DOME BA KIT AND ANY OTHER MATERIALS, PROVIDED IF ANY: SATISFY CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; SHALL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR SHALL BE ACCURATE OR RELIABLE. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

VERIDIFY SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO ANY SPECIAL, INDIRECT, INCIDENTAL, STATUTORY, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR LOST PROFITS THAT MAY RESULT FROM THE USE OF DOME, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. UNDER NO CIRCUMSTANCES SHALL VERIDIFY BE LIABLE TO ANY PERSON (NATURAL OR OTHERWISE) FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING (WITHOUT LIMITATION) DAMAGES RESULTING FROM USE OR RELIANCE ON THE DOME KIT, IN WHOLE OR IN PART, LOSS OF PROFITS, WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, EVEN IF ADVISED OF SUCH POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY. TO THE EXTENT PERMISSIBLE, ANY IMPLIED WARRANTIES ARE LIMITED TO NINETY (90) DAYS. NOTWITHSTANDING ANY OF THE FOREGOING, VERIDIFY'S MAXIMUM LIABILITY SHALL NOT EXCEED ANY FEES ACTUALLY PAID TO VERIDIFY FOR THE DOME BA KIT OR \$100, WHICHEVER IS LESS. THE FOREGOING LIMITATIONS WILL APPLY, EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

5. Governing Laws; Export Compliance; Government Restricted Rights

You acknowledge that DOME is protected by United States copyright law and applicable trade secret law, as well as international treaties, and this agreement is governed by the laws of the United State of America and the State of Connecticut, without regard to Conflict of Law Principles and the United Nations Convention on Contracts for the International Sale of Goods. All parties submit to the non-exclusive jurisdiction and venue of the state and federal courts in the State of Connecticut, U.S.A. If any of the terms are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then that term held to be invalid, void, or unenforceable shall be enforced to the maximum extent permissible so as to effect the intent of the Agreement, and the remainder of the terms shall remain in full force and effect, and in no way shall be affected, impaired, or invalidated. Customer agrees that any preliminary or final order or judgment issued against Customer shall be enforceable in the domestic court of Customer and that Customer promptly shall provide any consents or stipulations necessary to facilitate enforcement of such orders or judgments in the domestic courts of the Customer against which enforcement is sought.

YOU UNDERSTAND THAT THE DOME BA KIT MAY BE SUBJECT TO THE UNITED STATES EXPORT CONTROL LAWS. YOU CERTIFY (i) NOT TO SELL, LICENSE, OR OTHERWISE EXPORT OR RE-EXPORT THE DOME BA KIT OR ANY DERIVED INFORMATION IN VIOLATION OF SUCH LAWS; (ii) YOU ARE NOT LOCATED IN A COUNTRY THAT IS SUBJECT TO U.S. GOVERNMENT EMBARGO, OR THAT YOU DO NOT RESIDE IN A "TERRORIST SUPPORT" COUNTRY AS DESIGNATED BY THE U.S. GOVERNMENT, AND YOUR ARE NOT LISTED ON ANY U.S. GOVERNMENT LIST OF PROHIBITED OR RESTRICTED PARTIES; AND (iii) YOU WILL COMPLY WITH ALL APPLICABLE EXPORT CONTROL LAWS AND REGULATIONS, AND WILL INDEMNIFY VERIDIFY FOR ALL DAMAGES, INCLUDING REASONABLE ATTORNEY FEES, RESULTING FROM YOUR FAILURE TO DO SO.

THE DOME BA KIT IS PROVIDED WITH RESTRICTED RIGHTS. THE MATERIALS ARE CONSIDERED COMMERCIAL IN NATURE; USE, DUPLICATION, OR DISCLOSURE IS PROHIBITED — APPLICABLE FARS/DFARS RESTRICTIONS APPLY TO GOVERNMENT USE. The manufacturer is Veridify Security Inc., 100 Beard Sawmill Road, Suite 350, Shelton, CT 06484

6. Term and Termination

This Agreement is for the DOME BA KIT is perpetual and shall be terminated immediately should you breach any term of this Agreement. Upon termination, you shall remove, destroy or delete the DOME BA KIT as applicable from your systems along with all copies and parts thereof in any form as well as any other information derived from the use of the DOME BA KIT. Notwithstanding the termination of this Agreement, the confidentiality and non-disclosure provisions set forth above remain in effect for a period of five (5) years following termination and for such additional period to the extent any Confidential Information constitutes a trade secret.

7. Entire Agreement

This agreement contains all the terms applicable to the purpose and use of the DOME BA KIT unless a separate agreement is entered into by the parties. No modification or waiver of the Agreement is effective unless it is in writing and signed by an authorized representative of the party charged with having given the waiver, or both parties in the event of a modification. No failure or delay by VERIDIFY to assert any rights or remedies will be construed as a waiver or a continuing waiver of its rights and remedies, nor will a failure or delay to assert a breach be deemed to waive that or any other breach.

**The DOME BUILDING AUTOMATION STARTER KIT is protected by patents. See, www.veridify.com/terms-of-use/ which provides information intended to satisfy the virtual patent marking requirements of various jurisdictions, including the virtual patent marking provisions of the America Invents Act, 35, U.S.C. 287(a).*