FOGHORN SOFTWARE EVALUATION AGREEMENT

THIS FOGHORN SOFTWARE EVALUATION AGREEMENT TOGETHER WITH ANY ACCEPTED STATEMENT(S) OF WORK (THE "**AGREEMENT**") IS A LEGAL AGREEMENT BETWEEN THE CUSTOMER LISTED IN THE STATEMENT(S) OF WORK ("**CUSTOMER**"). AND JOHNSON CONTROLS, INC., WITH A CORPORATE ADDRESS AT 5757 N. GREEN BAY AVE, MILWAUKEE, WISCONSIN 53201 USA ("**JCI**"). THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS FOR CUSTOMER TO EVALUATE FEATURES AND FUNCTIONALITY OF CERTAIN JCI SOFTWARE AND TECHNOLOGY IN A NON-PRODUCTION DEPLOYMENT OF CUSTOMER'S ENVIRONMENT.

1.0 Definitions. For the purposes of this Agreement, the following terms have the following meanings:

1.1 "Confidential Information" means all information and materials furnished by either party (the "Disclosing Party"), which: (a) if in written format is marked as confidential; (b) if disclosed verbally is noted as confidential at time of disclosure; or (c) in the absence of either (a) or (b) is information which a reasonable party would deem to be non-public information and confidential. Confidential Information shall include, but not be limited to the JCI Technology, JCI reference designs, Documentation, and the existence and contents of this Agreement, and shall include all proprietary information, customer and prospect lists, trade secrets, or proposed trade names, know-how, ideas, concepts, designs, drawings, flow charts, diagrams and other intellectual property relating to the subject matter of this Agreement. Confidential Information does not include information that the recipient of Confidential Information ("Receiving Party"), can demonstrate by documentation: (i) was already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information directly or indirectly from or on behalf of the Disclosing Party; (ii) was or is independently developed by the Receiving Party without reference to or use of any of the Disclosing Party's Confidential Information; or (iii) was or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of the Receiving Party or any of its Representatives.

1.2 "Documentation" means any instructions, specifications, documents or materials, that describe the operation and use of the JCI Software that JCI makes generally available to end users.

1.3 "Evaluation Period" means the period specified in a SOW for Customer to use and evaluate the JCI Software or if no Evaluation Period is specified in a SOW, the ninety (90) day period that begins upon the execution of the SOW.

1.4 "Evaluation Site(s)" means the Customer's facilities, if any, set forth in a SOW.

1.5 "JCI Software" means the software development and deployment platform for the Internet of Things application and analytics spanning Edge and Data Center/Cloud

1.6 "Intellectual Property Rights" means any and all intellectual property rights in any part of the world, whether registered or unregistered, and all registrations, applications, renewals, extensions and other government issued indicia of ownership thereof, including, but not limited to, rights comprising or relating to: (a) patents, patent disclosures and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with the goodwill associated therewith; (c) copyrights and copyrightable works (including, but not limited to, computer programs), and rights in works of authorship, data and databases; (d) trade secrets, know-how and other confidential information; and (e) all similar or equivalent rights or forms of protection.

1.7 "Open-Source Components" means any software component that is that is subject to any open-source copyright license agreement.

1.8 "Project Manager" means the individual appointed by each party to be the primary point of contact and liaison for matters concerning this Agreement. A party may change its Project Manager upon written notice to the other party.

1.9 "Representatives" means a party's employees, officers, agents and legal advisors.

1.10 "Services" shall have the meaning ascribed in Section 2.1.

1.11 "SOW" or "Statement of Work" means the JCI document specifying details of the proof of concept and Customer's evaluation of the JCI Technology.

2.0 Services.

2.1 JCI shall use commercially reasonable efforts to perform for Customer the professional or data science services specified in one or more Statements of Work (the "Services"). Services may include, but are not limited to, analyses and assessments of Customer's environment, training of Customer Representatives, and the installation, configuration, and/or implementation of JCI Technology in Customer's Environment. JCI will not be obligated to provide maintenance and support services such as new releases, enhancements or updates of the JCI Software during the Evaluation Period, unless expressly set forth in a SOW.

2.2 A change order to any Statement of Work shall be made only in writing executed by authorized representatives of both parties (a "Change Order"). The foregoing notwithstanding, if JCI, at the request of or with written approval from Customer's Project Manager, performs work that is not covered by, or that exceeds the scope of Services in, a Statement of Work, such work shall be deemed Services provided pursuant to this Agreement for which Customer shall compensate JCI on a time and materials basis in accordance with JCI's then current rates.

3.0 License Grant.

3.1 License. Subject to the terms and conditions of this Agreement, JCI hereby grants Customer a nonexclusive, nontransferable, non-sublicensable license during the Evaluation Period at the Evaluation Site to use the JCI Software solely for the purpose of demonstrating and evaluating the features, functions, performance and capabilities of the JCI Software in the Customer Environment. No other right is granted to Customer to use the JCI Software, and nothing herein shall be construed as granting, by implication, waiver, estoppel or otherwise to Customer or any third party any Intellectual Property Rights or other right, title, or interest in or to any of the JCI Software or JCI's Confidential Information, In the event that Customer is a division or subsidiary of a larger organization or the affiliate of a smaller organization, additional licenses for evaluation by the Customer's subdivisions or affiliates must be separately obtained from JCI .

3.2 Restrictions. Customer shall not, and shall not permit others to: (a) modify, correct, adapt, translate, enhance or otherwise prepare derivative works or improvements of the JCI Software; (b) reverse engineer, disassemble, decompile, decode or adapt the JCI Software, or otherwise attempt to derive or gain access to the source code; (c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available all or any part of the JCI Software to any third party; (d) exceed the number of cores listed on a SOW; (e) publish any results or findings about Customer's evaluation or test of the JCI Software or disclose its features, functions, performance, errors or bugs to a third party without JCI's prior written consent; or (f) remove from any copies of the JCI Software any copyright or other Intellectual Property Rights notices contained in the JCI Software.

3.3 Feedback. Customer agrees to notify JCI of any errors or deficiencies in the JCI Software and may in its sole discretion make suggestions for improvements, compatibility problems, and other information (collectively, "Feedback"). Customer acknowledges that JCI may use or incorporate Feedback without restriction and without compensation to Customer.

4.0 Open-Source Components. Any use of Open-Source Components under this Agreement will be governed by, and subject to, the terms and conditions of the applicable open-source license ("Open-Source License"). JCI may identify and describe the Open-Source Components of the JCI Software on a webpage, in Documentation, README or text files, or by some other reasonable means. Customer may also request JCI to provide a list of the Open-Source Components. Customer agrees to comply with the terms and conditions of the Open-Source Licenses.

5.0 Delivery, Installation and Acceptance.

5.1 If and as may be set forth in a Statement of Work, JCI shall deliver, install and configure the JCI Software and related deliverables at the Evaluation Site.

5.2 If an acceptance test is set forth in the Statement of Work, acceptance or rejection of the deliverables shall be made as promptly as practical, but in no event greater than ten (10) days after delivery unless otherwise set forth in the applicable Statement of Work. Any deliverable not rejected within such ten (10) day period shall be deemed accepted. Customer may reject a deliverable only if it does not comply in all material respects with the Documentation and any acceptance test set forth in the applicable Statement of Work. In the event Customer rightfully rejects any deliverable, JCI shall use commercially reasonable efforts to correct any deficiencies or nonconformities and resubmit the rejected items as promptly as possible until the deliverables are accepted. Except as may be otherwise agreed by JCI in a subsequent Statement of Work, JCI is not responsible for the obsolescence of any deliverable that may result from changes in Customer's requirements or future revisions to the JCI Technology.

6.0 Payment. If the applicable Statement of Work sets forth fees for the JCI Software and/or Services, Customer shall pay JCI in accordance with the amounts and/or rates set forth in the applicable Statement of Work. Interest on late payments will accrue at the rate of 1.5% per month, or the legal maximum, whichever is greater. All fees and other charges payable by Customer relating to this Agreement are exclusive of all federal, state, local, or other taxes, including, without limitation, sales, use, value added, excise and property taxes, or any amounts levied in lieu thereof, based on charges set forth in this Agreement or any SOW.

7.0 Ownership.

7.1 JCI. Except for the limited license granted under Section 3.1 above, and third party Open Source Components, JCI reserves and retains all right, title and interest in and to the JCI Software and Documentation and all: (a) copies, reproductions, modifications, enhancements, adaptations, implementations, translations and other derivative works thereof; and (b) inventions, improvements, know-how, specifications, performance characteristics, designs, plans, methods, procedures, processes, techniques, software, technology, concepts, information or materials whatsoever comprising, relating to, based on or arising out of the JCI Software, Documentation or Services, (collectively the JCI Software, Documentation and (a) and (b) are the "JCI Technology"); including the sole and exclusive ownership of all Intellectual Property Rights relating thereto. Customer hereby unconditionally and irrevocably assigns to JCI, the entire right, title and interest that Customer may have or acquire in any JCI Technology.

7.2 Customer. Customer has, reserves and retains all right, title and interest in and to Customer's Confidential Information including the sole and exclusive ownership of all Intellectual Property Rights relating thereto.

7.3 Rights in Open-Source Components. Ownership of all Intellectual Property Rights in Open-Source Components remains with the respective

owners thereof, subject to JCI's and Customer's respective rights and licenses under the applicable Open-Source Licenses.

8.0 Confidentiality.

8.1 Each party acknowledges that in connection with this Agreement such party may receive or gain access to Confidential Information of the Disclosing Party As a condition to being provided with such Confidential Information, the Receiving Party agrees: (a) not to use the Disclosing Party's Confidential Information other than as strictly necessary to exercise its rights or perform its obligations under this Agreement, including without limitation not to use any of the Disclosing Party's Confidential Information, in any manner to the detriment of the Disclosing Party or to obtain any competitive advantage relative to the Disclosing Party; (b) to maintain the Disclosing Party's Confidential Information in strict confidence and not to disclose the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, provided, however, that the Receiving Party may disclose the Confidential Information to its Representatives who: (i) have a "need to know" for purposes of any performance, or exercise of any rights with respect to such Confidential Information, under this Agreement; (ii) have been apprised of this restriction; and (iii) are themselves bound by written nondisclosure agreements or obligations at least as restrictive as those set forth in this Section provided, further, that the Receiving Party shall be responsible for ensuring its Representatives' compliance, and shall be liable for any of its Representatives' noncompliance; and (c) notify the Disclosing Party in writing immediately of any unauthorized accessing, possession or use of the Disclosing Party's Confidential Information of which it may become aware and cooperate fully with the Disclosing Party in any investigation or litigation relating to or arising from any of such unauthorized acts.

8.2 The Receiving Party shall use, and ensure that its Representatives use, reasonable care, at least as protective as the efforts it uses with respect to its own confidential information, to safeguard the Disclosing Party's Confidential Information from use or disclosure other than as permitted hereby.

8.3 Exceptions. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall: (a) to the extent legally permissible, provide prompt written notice to the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy or waive its rights under this Section; and (b) disclose only the portion of Confidential Information that it is legally required to produce. If a protective order or other remedy is not obtained, or the Disclosing Party waives compliance, the Receiving Party shall, at the Disclosing Party's expense, use reasonable efforts to obtain assurance that confidential treatment will be afforded the Confidential Information.

9.0 Term and Termination.

9.1 Term. This Agreement commences as of the Start Date of the first SOW entered into between Customer and JCI and will continue in effect for so long as there is an unexpired Evaluation Period under a SOW, and any extensions thereof unless terminated earlier pursuant to any of its express provisions (the "Term").

9.2 Termination.

9.2.1 Either party may terminate this Agreement at any time without cause, and without incurring any obligation, liability or penalty by reason of such termination, on giving the other party at least sixty (60) days' prior written notice of such termination. Termination by Customer under this Section 9.2.1 shall not affect Customer's obligations under Section 6.0.

9.2.2 Either party may terminate this Agreement effective upon written notice to the other party if the other party breaches this Agreement and such breach: (a) is incapable of cure; or (b) being capable of cure, remains uncured thirty (30) days after the breaching party receives written notice thereof.

9.3 Effect of Expiration or Termination. Upon the expiration of the Term or the termination of this Agreement in accordance with this Section 9, Customer shall: (a) immediately discontinue all use of and permanently erase or cause to be erased from its computer systems, files and storage media all copies of any JCI Technology and other Confidential

Information of JCI obtained, made or authorized to be made by Customer or on Customer's behalf; and (b) within ten (10) days after such expiration or termination, return or cause to be returned to JCI or, with JCI 's written approval, destroy or cause to be destroyed all copies obtained, made or authorized to be made by Customer or on Customer's behalf of documents and tangible materials containing, reflecting, incorporating or based on the any JCI Technology or any other Confidential Information of JCI , and certify in writing to the JCI that it has complied with the requirements of this Section 9.3.

9.4 Survival. The rights and obligations of the parties set forth in this Section 9.4 (Survival) and Section 6.0 (Payment), Section 7.0 (Ownership), Section 8.0 (Confidentiality), Section 9.3 (Effect of Expiration or Termination), Section 10.0 (Disclaimer of Warranty), Section 11.0 (Limitations of Liability) and Section 12.0 (Miscellaneous), and any right, obligation or required performance of the parties in this Agreement which by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

10.0 Disclaimer of Warranty. JCI HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF. JCI TECHNOLOGY IS PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JCI HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHER, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE, OR THAT THE SERVICES OR ANY JCI SOFTWARE OR TECHNOLOGY WILL MEET CUSTOMER'S REQUIREMENTS OR THAT JCI SOFTWARE WILL BE ERROR-FREE OR SUITABLE FOR THE PARTICULAR NEEDS OF CUSTOMER OR ANY INTENDED USER OR THIRD PARTY. CUSTOMER REPRESENTS, WARRANTS AND COVENANTS THAT IT IS ENTERING INTO THIS AGREEMENT AND INTENDS TO USE THE JCI SOFTWARE AS A BONA FIDE POTENTIAL CUSTOMER OF JCI AND THAT CUSTOMER WILL NOT USE OR CAUSE OR PERMIT OTHERS TO USE THE SERVICES OR ANY JCI TECHNOLOGY TO DEVELOP ANY PRODUCT OR SERVICE THAT COMPETES WITH JCI.

11.0 Limitation of Liability.

11.1 EXCEPT AS OTHERWISE PROVIDED IN SECTION 11.3, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF, DAMAGE TO, OR CORRUPTION OF DATA, LOST PROFITS, BUSINESS, CONTRACTS, REVENUE, PRODUCTION, GOODWILL OR ANTICIPATED SAVINGS, OR BUSINESS INTERRUPTION OR OTHER COMMERCIAL, PERSONAL, ECONOMIC OR OTHER DAMAGES, LOSSES OR INJURY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSSES, DAMAGES OR INJURIES AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

11.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 11.3, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, IN NO EVENT WILL JCI'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE OF AMOUNTS PAID TO JCI UNDER THIS AGREEMENT OR ONE THOUSAND DOLLARS (USD$1000.00), WHICHEVER IS GREATER.

11.3 The exclusions of damages and limitations of liability set forth in this Section 11 do not apply to a party's obligations under Section 7.0 (Ownership) or Section 8.0 (Confidentiality) or a party's gross negligence or willful misconduct.

12.0 Miscellaneous. (a) The relationship of the parties hereto is independent contractors, and neither party is an employee, agent, partner or joint venturer of the other. (b) This Agreement shall be governed by and construed under the law of the State of California without regard to conflict of laws provisions. The federal and state courts of Santa Clara County, California shall have exclusive jurisdiction and venue to adjudicate any dispute arising out of this Agreement. Each party hereto expressly consents to the personal jurisdiction of the courts of California and service of process being effected upon it by registered mail sent to the address set forth at the beginning of this Agreement. (c) This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter hereof and merges all prior discussion between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless set forth in writing signed by officers of both parties hereto. (d) Any notice required or permitted by this Agreement will be in writing and will be sent by prepaid, registered or certified mail, return receipt requested, addressed to the other party at the address shown at the beginning of this Agreement or at such other address for which such party gives notice hereunder. Such notice will be deemed to have been given when delivered or, if delivery is not accomplished by some fault of the addressee, when tendered. (e) Customer may not transfer or assign its rights or obligations under this Agreement without the prior written consent of JCI. Subject to the foregoing sentence, this Agreement will be binding upon and inure to the benefit of the parties hereto, their successors and assigns. (f) If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect. The parties agree to renegotiate in good faith any term held invalid and to be bound by the mutually agreed substitute provision. (g) The failure of either party to enforce at any time any of the provisions of the Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, will in no way be construed to be a present or future waiver of such provisions, nor in any way affect the validity of either party to enforce each and every such provision thereafter.
(h) This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument.