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## **END-USER LICENSE AGREEMENT iDIGI INTEGRATION KIT**

This End-User License Agreement ("Agreement") is a legal agreement between You (either an individual or a single entity) and Digi International, Inc. ("Digi") for the use of the iDigi Integration Kit. By downloading or, otherwise, using the Integration Kit, You are consenting to be bound by and are becoming a party to this Agreement.

### **1. DEFINITIONS**

- 1.1. "iDigi" shall mean the iDigi Device Cloud.
- 1.2. "Integration Kit" shall mean the iDigi Integration Kit, which is a software development package that facilitates the development of Device Integration. The Integration Kit includes documentation file(s) and Sample Files.
- 1.3. "Device Integration" shall mean functionality that enables a device to communicate with iDigi through an authorized iDigi account.
- 1.4. "Programming Guide" shall mean the user guide, included in the Integration Kit, that describes the programming interface to iDigi.
- 1.5. "Sample Files" shall mean source code and associated files that are provided by Digi to demonstrate methods for enabling Device Integration.
- 1.6. "You" shall mean the end user of the Integration Kit.
- 1.7. "Derivative Work" shall mean code that is developed or released by You to enable Device Integration and that includes some or all of the code contained in the Sample Files.

### **2. LICENSE TO USE**

- 2.1. Rights to use the Integration Kit are licensed and not sold.
- 2.2. Programming Guide License: Digi grants You a world-wide, limited, revocable license to (i) make a reasonable number of copies for Your use and (ii) to use the Programming Guide as a reference.
- 2.3. Sample Files License: Digi grants You a world-wide, limited, revocable license to:
  - 2.3.1. Make copies of the Sample Files for Your use;
  - 2.3.2. Compile the Sample Files;
  - 2.3.3. Make Derivative Works using code from the Sample Files;
  - 2.3.4. Make commercial use of the all or part of the code in the Sample Files as part of a Derivative Work.
- 2.4. Regarding the licenses granted in this section, the Integration Kit may only be used to enable Device Integration.
- 2.5. This Agreement does not grant rights to access iDigi or the services it provides; those rights must be granted by a separate written agreement.
- 2.6. The Integration Kit is a "Commercial Item", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation." If the end user is part of the US Government, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed (i) only as Commercial Items and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

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#### **4. LEGAL COMPLIANCE**

- 4.1. You may not transmit, allow the transmission or otherwise export the Integration Kit from the United States in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.
- 4.2. You represent and warrant that You are not a person to whom Digi is legally prohibited from providing the Integration Kit and/or are not on any governmental list of restricted person or entities, including (i) the Commerce Department's Entity List, Denied Persons List, and Unverified List; (ii) Treasury Department Specially Designated Nationals & Blocked Persons List; and (iii) State Department Debarred Parties List.
- 4.3. You may not use the Integration Kit to develop device functionality that You know or have reason to know is intended to be used in:
  - (a) Designing, developing or fabricating nuclear weapons or nuclear explosive devices; or devising, carrying out or evaluating nuclear tests or nuclear explosions.
  - (b) Designing, assisting in the design of, constructing, fabricating, or operating facilities for the chemical processing of irradiated special nuclear material, production of heavy water, separation of isotopes of any source and special nuclear material, or the fabrication of nuclear reactor fuel containing plutonium.
  - (c) Designing, assisting in the design of, constructing, fabricating, furnishing or modifying equipment for the fabrication of chemical or biological weapons, chemical precursors, viruses, viroid, bacteria, fungi or protozoa.
  - (d) Designing, assisting in the design, construction, fabrication or furnishing equipment for components specially designed, modified, or adapted for use in such facilities.
- 4.4. You may not provide access to the Integration Kit to any person or entity that would be prohibited from using the Integration Kit under sections 4.1, 4.2 or 4.3.

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#### **7. INDEMNITY**

You agree to indemnify and hold harmless Digi, its officers, directors, representatives, employees and agents against any damages, losses, liabilities, settlements and expenses (including, without limitation, costs and attorneys' fees) in connection with a claim or action against Digi that arises from or is based on an alleged violation of this Agreement by You or otherwise from Your use of the Integration Kit.

#### **8. TERMINATION**

Your license to use the Integration Kit is terminated if You are in breach of a substantive provision of this agreement.

#### **9. MISCELLANEOUS**

This Agreement is governed by the laws of the State of Minnesota, without regard for its conflict of laws provisions. Any action or proceeding arising out of or related to this Agreement may only be brought in the state or federal courts in Minnesota and exclusive venue shall be in the Court having jurisdiction in Hennepin County, MN. Each party hereby consents to the exclusive jurisdiction of such courts with respect thereto.