

Langan IndoorFusion End User Agreement

End User License Agreement (GSA Schedule Version) – IndoorFusion

This End User License Agreement (“Agreement” or “EULA”) is between [Company Legal Name], a [state/country of incorporation] [entity type] with a principal place of business at [address] (“Licensor”), and the end user entity that downloads, accesses, or uses the IndoorFusion Integration Tool (“Customer”). If Customer is a U.S. Government entity procuring under a GSA Schedule order, this Agreement is subject to the additional terms in Section 18.

By downloading, accessing, or using the Integration Tool, Customer agrees to be legally bound by the terms and conditions presented in this Agreement.

1. Definitions

1.1 “Integration Tool” means Licensor’s product identified as IndoorFusion, including any connectors, plug-ins, scripts, components, configuration files, and machine-readable code that enables interoperability between Esri’s ArcGIS Indoors and the Archibus by Eptura IWMS (or the Nuvolo Connected Workplace IWMS) and/or utilizes Safe Software’s FME, as well as any Updates and Documentation.

1.2 “Documentation” means user guides, release notes, configuration guides, and other written materials provided by Licensor describing the Integration Tool’s use and features.

1.3 “Authorized User” means an employee of the customer, its affiliates or subsidiaries, contractor, or agent of Customer authorized by Customer to use the Integration Tool for Customer’s internal business purposes.

1.4 “Update” means any bug fix, patch, minor enhancement, or new release that Licensor makes generally available to customers with an active support/maintenance subscription for the same Integration Tool.

1.5 “Order” means a written order (including a GSA Schedule order/task order) executed by Customer (or its authorized reseller) and accepted by Licensor describing the Integration Tool, license metric, quantities, fees, and term.

1.6 “Third-Party Platforms” means Esri’s ArcGIS/ArcGIS Indoors, Archibus by Eptura IWMS (or the Nuvolo Connected Workplace IWMS), Safe Software’s FME, and any other third-party software or services with which the Integration Tool interoperates.

2. License Grant; Scope

2.1 License. Subject to continuous compliance with this Agreement and the applicable Order, and payment of the applicable fees, Licensor grants Customer a non-exclusive, non-transferable (except as expressly permitted in Section 21), non-sublicensable limited license during the license or subscription term stated in the Order to use the Integration Tool and Documentation solely:

- for Customer’s internal business purposes;
- to enable interoperability and data exchange between Esri ArcGIS Indoors and Archibus by Eptura IWMS (or the Nuvolo Connected Workplace IWMS) utilizing Safe Software’s FME; and
- within the applicable license metric, quantity, and environment specified in the Order or Documentation (for example, per server/instance, per site, per named user, or per connection).

2.2 Delivery. The Integration Tool is delivered electronically. Unless otherwise stated, acceptance occurs upon delivery.

2.3 Reservation of Rights. Licensor and its licensors retain all rights not expressly granted. The Integration Tool is licensed, not sold.

2.4 Licenses are granted for use solely in the United States and Canada. Use of the licenses by Customer outside of these territories is without liability to Licensor and subject to additional fees, terms and conditions.

3. Use Restrictions

3.1 Customer shall not (and shall not permit any third party to):

- use the Integration Tool for any purpose other than solely for its intended purpose in accordance with this Agreement;
- modify, translate, adapt, create derivative works of, or publicly display the Integration Tool, except as permitted by law notwithstanding this restriction;
- reverse engineer, decompile, disassemble, or otherwise attempt to derive the Integration’s source code, except to the extent such restriction is prohibited by applicable law;
- remove, alter, or obscure proprietary notices;
- use the Integration Tool to develop or train a competing product or integration;
- perform benchmarking for publication without Licensor’s prior written consent;
- circumvent usage limits;
- use the Integration Tool except with properly licensed instances of ArcGIS Indoors and Archibus by Eptura IWMS (or the Nuvolo Connected Workplace IWMS) and in supported versions as stated in the Documentation;
- use the Integration Tool for time-sharing, service bureau, or as-a-service offerings to third parties unless expressly authorized in an Order.

3.2 Customer is permitted to make a single archival copy of the Integration Tool, stored in a secure location, strictly for backup, archival or disaster recovery purposes to the extent consistent with the other terms and conditions contained herein. Customer shall not otherwise copy, reproduce, duplicate, or replicate the Integration Tool.

4. Third-Party Platforms and Requirements

4.1 Separate Licenses. The Integration Tool requires valid, separate licenses for Third-Party Platforms such as Esri ArcGIS Indoors, Archibus by Eptura IWMS (or

the Nuvolo Connected Workplace IWMS), and Safe Software's FME. Customer agrees to be solely responsible for obtaining and complying with any applicable Third-Party Platform licenses and terms associated with such Third-Party Platform products. Customer further agrees to use the Integration Tool only with properly licensed, supported versions of ArcGIS/ArcGIS Indoors, Archibus by Eptura IWMS (or the Nuvolo Connected Workplace IWMS), and Safe Software FME. Licensor may condition support on Customer running supported versions.

4.2 Third-Party Platforms and Terms (Esri, Eptura, and Safe Software).

(a) Separate Terms. Use of Esri ArcGIS and ArcGIS Indoors is governed solely by Esri's terms, including the Esri Master Agreement, currently available at: <https://www.esri.com/legal/ma>. Use of Archibus by Eptura IWMS is governed solely by Eptura's terms. Use of Nuvolo IWMS is governed solely by Nuvolo's terms. Use of Safe Software's FME is governed solely by Safe Software's terms. Customer must obtain, maintain, and comply with all required third party licenses and agreements. Licensor is not a party to, and does not grant rights under, any Esri, Eptura, Nuvolo or Safe Software agreement.

(b) No Responsibility for Third Parties. Licensor does not control and is not responsible for Third Party Platforms, their availability, security, updates, APIs, data schemas, or support. Licensor makes no representations or warranties and assumes no liability arising from Third Party Platforms. Any remedies related to Third Party Platforms are solely between Customer and the Third Party provider.

(c) Compatibility Changes. Third Party providers may modify or deprecate features or APIs. Licensor will use commercially reasonable efforts to keep the Integration Tool compatible with supported versions identified in the Documentation, but has no liability for incompatibilities caused by Third Party changes or end of life decisions.

(d) Changes by Third Parties. Third-Party Platforms may change APIs, features, or availability. Licensor is not responsible for such changes but will use commercially reasonable efforts to maintain compatibility for supported versions as stated in the Documentation.

(e) U.S. Government. For U.S. Government end users, any Third Party commercial supplier agreements are subject to and deemed modified to conform to applicable federal law and the FAR/DFARS/GSAR clauses governing commercial supplier agreements under the ordering contract. In the event of conflict, applicable federal law and the ordering contract take precedence.

5. Support and Maintenance

5.1 If Customer purchases support/maintenance (or it is included with a subscription), Licensor will provide Updates and technical support in accordance with Licensor's then-current support policy referenced in the Order or Documentation.

5.2 Support for Government. For U.S. Government customers, any onsite support is subject to security, facility, and access requirements reasonably imposed by Customer. Remote diagnostics or telemetry will be used only as permitted by Customer's security policies.

6. Professional Services

Any configuration, implementation, or other professional services outside of a typical implementation defined in our contract with Customer are provided under a separate statement of work ("SOW"). If there is a conflict between this Agreement and an SOW, the SOW controls for the services described therein, except for intellectual property ownership and license terms for the Integration Tool, which remain governed by this Agreement.

7. Data; Privacy; Security

7.1 Software Role. The Integration Tool facilitates data exchange between Third-Party Platforms. Unless the Order includes hosted components, Customer controls hosting, storage, and processing of data.

7.2 Telemetry. The Integration Tool may generate limited technical logs or usage data to improve performance and support. For U.S. Government customers, telemetry is disabled by default or will operate only as authorized in writing and in accordance with applicable law and security policies.

7.3 Sensitive Data. The Integration Tool is not designed to process sensitive or classified information. Customer will not use the Integration Tool to process sensitive or classified information, ITAR-controlled technical data, or other information subject to heightened handling requirements. Customer is solely responsible for ensuring that no sensitive or classified information is used in connection with the Integration Tool. Customer's failure to adhere to the conditions herein shall be at Customer's sole risk and without liability to Licensor.

8. Intellectual Property; Feedback

8.1 Ownership. Licensor owns all intellectual property rights in and to the Integration Tool and Documentation. No separate intellectual property or other ownership rights are granted by implication.

8.2 Feedback. If Customer provides feedback or suggestions, Licensor may use them without restriction or obligation.

9. Limited Warranty; Disclaimer

9.1 Limited Warranty. Licensor warrants that, for ninety (90) days from initial delivery, the unmodified Software will substantially conform to the Documentation when used in a supported configuration. Customer must notify Licensor of nonconformity within the warranty period.

9.2 Remedies. Licensor will, at its option and as Customer's exclusive remedy, (a) repair or replace the nonconforming Software; or (b) refund the fees paid for the nonconforming Software (or the affected portion) and terminate the applicable license.

9.3 Exclusions. The warranty does not apply to nonconformities resulting from: misuse; use with unsupported versions of Third-Party Platforms; modifications not made by Licensor; or use contrary to the Documentation.

9.4 Disclaimer. Except for the foregoing limited warranty and any non-disclaimable warranties under applicable law, the Integration Tool, Documentation, support, and services are provided “as is” and “as available.” Licensor disclaims all other warranties, express or implied, including merchantability, fitness for a particular purpose, and non-infringement.

10. Indemnification

10.1 IP Indemnity by Licensor. Licensor will defend Customer against third-party claims alleging that the unmodified Software, when used as permitted, directly infringes a U.S. patent, copyright, or trademark, or misappropriates a trade secret, and will pay final judgments or settlements approved by Licensor.

10.2 Exclusions. Licensor has no indemnity obligation to the extent a claim arises from: (a) Customer’s use of Third-Party Platforms or other items not supplied by Licensor; (b) compliance with Customer’s specific requirements or designs; (c) modifications not made by Licensor; or (d) use after Licensor provides a replacement or modification that would have avoided the claim.

10.3 Remedies. If infringement is alleged or likely, Licensor may procure the right for Customer to continue using the Integration Tool, modify or replace it, or refund prepaid fees for the remaining subscription term (or a reasonable depreciated value for perpetual licenses) and terminate the license. This Section states Licensor’s entire liability and Customer’s exclusive remedy for IP infringement claims.

10.4 Indemnity by Customer. Customer shall indemnify, defend, and hold Licensor harmless from and against any damages or losses resulting from any third-party claim arising out of or relating to the following: (i) Customer's negligent or non-compliant use of the Integration Tool in a manner not authorized by this Agreement; (ii) Customer’s use of the Integration Tool in combination with data, software, hardware, equipment or technology not provided by Licensor or authorized by Licensor in writing; or (iii) modifications to the Integration Tool not made by Licensor.

10.5 Government. For U.S. Government customers, Licensor’s indemnity will be provided to the extent authorized by law.

11. Limitation of Liability

11.1 Limitation. To the fullest extent permitted by law, neither party will be liable (directly or indirectly) for any indirect, incidental, special, consequential, or punitive damages, or for lost profits, revenues, data, or business interruption, even if advised of the possibility of such damages.

11.2 Cap. To the fullest extent permitted by law, in no event shall Licensor’s total liability arising out of or related to this Agreement exceed the amounts paid or payable by Customer for the Integration Tool in the twelve (12) months preceding the event giving rise to liability.

11.3 Government. For U.S. Government customers, liabilities will be determined in accordance with applicable federal law.

12. Term; Termination

12.1 Term. This Agreement begins on effective date of the Order and continues for the license/subscription term.

12.2 Termination. Either party may terminate this Agreement or the applicable Order for material breach not cured within thirty (30) days after written notice. Licensor may suspend the license for non-payment (not applicable to U.S. Government orders placed under a GSA Schedule contract). In the event of termination by either party, any prepaid fees for services / Tools not yet rendered shall be refunded on a pro-rated basis, calculated from the effective date of termination.

12.3 Effect of Termination. Upon termination, Customer will cease using the Integration Tool and destroy and/or return Licensor's Confidential Information, including any archived copies of the Integration Tool. Sections intended to survive (including 3, 7.2-7.3, 8, 9.4, 10, 11, 11.3, 13, 16-21) will survive.

13. Verification; Audit

Subject to reasonable notice and during normal business hours, Licensor may verify Customer's compliance with license metrics by reviewing relevant records or telemetry. Customer hereby agrees to promptly comply with any requests for records or telemetry in a timely fashion. Any failure by Customer to comply with such requests shall be grounds for immediate termination of the license to use the Integration Tool, with no refund available. For U.S. Government customers, any verification will be conducted in accordance with applicable security and facility requirements, without access to classified information, and without unilaterally inspecting Government systems.

14. Export Compliance; Sanctions

Customer will comply with U.S. and applicable foreign export control and sanctions laws, including the EAR and OFAC regulations. The Integration Tool may not be exported, re-exported, or used in embargoed countries or by prohibited parties. Customer represents it is not listed on any U.S. Government denied or restricted party list. the Integration Tool is not intended to be used, transmitted or stored outside the United States and/or Canada.

15. Confidentiality

Each party will protect the other's nonpublic information using the same degree of care it uses to protect its own similar information (and at least reasonable care). The receiving party may disclose Confidential Information as required by law or court order, provided it gives prompt notice and cooperates (if legally permitted).

16. Accessibility and Security

16.1 Section 508. Upon request, Licensor will provide a current VPAT/ACR describing the Integration Tool's conformance with Section 508 requirements for electronic and information technology.

17. U.S. Government End Users; GSA Schedule Terms

17.1 This Agreement is entered into pursuant to a GSA Schedule contract. The services provided herein, including integration and data transformation using Safe FME Tools, are considered commercial services. Any associated software Tools used in the delivery of services are licensed under their respective vendor agreements. This Agreement shall be interpreted in accordance with applicable Federal law, and any unenforceable clauses shall be deemed stricken in accordance with applicable FAR and GSAR clauses.

17.2 GSA Schedule Orders. If acquired under a GSA Schedule contract, this Agreement is incorporated by reference into the Government order to the extent it does not conflict with the applicable GSA Schedule Contract and applicable FAR/DFARS/GSAR clauses. In the event of conflict, the GSA Schedule Contract, the order, and applicable federal regulations take precedence over this Agreement. Auto-renewal, late payment fees, or state governing law provisions do not apply to GSA purchases.

17.3 Order of Precedence. For U.S. Government purchases under a GSA Schedule order: (1) the GSA Schedule Contract and applicable FAR/DFARS/GSAR clauses; then (2) the Government order; then (3) this Agreement; then (4) the Documentation.

17.4 Publicity. Licensor will not use the U.S. Government's name, seals, or insignia, or otherwise imply Government endorsement, without prior written permission.

17.5 Disputes. Disputes arising from a GSA Schedule order shall be resolved in accordance with the Contract Disputes Act, applicable FAR/GSAR clauses, and the disputes clause in the GSA Schedule Contract.

18. Payment; Taxes

18.1 Commercial Customers. Fees and payment terms are as stated in the Order. Amounts are due within [30] days of invoice unless otherwise stated. Late amounts may accrue interest at [1.0%] per month or the maximum allowed by law, whichever is less.

18.2 Taxes. Fees are exclusive of taxes. Customer is responsible for sales, use, VAT, GST, and similar taxes, excluding taxes based on Licensor's net income.

18.3 Government Customers. For GSA orders, pricing and payment are governed by the Schedule Contract and order; no late fees, finance charges, or auto-renewals apply unless expressly authorized by the Government.

19. Governing Law; Venue

19.1 Commercial Customers. This Agreement is governed by the laws of the State of [governing law state], without regard to conflicts of laws principles. The parties consent to exclusive jurisdiction and venue in the state and federal courts located in [venue location].

19.2 U.S. Government. This Agreement shall be construed under federal law. For GSA orders, disputes will be handled per Section 18.5.

20. Assignment

Neither party may assign this Agreement without the other party's prior written consent, except either party may assign to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of substantially all assets, provided the assignee is not a direct competitor and agrees in writing to be bound by this Agreement. Any prohibited assignment is void.

21. Miscellaneous

21.1 Independent Contractors. The parties are independent contractors.

21.2 Force Majeure. Neither party is liable for delays or failures due to causes beyond its reasonable control.

21.3 Notices. Notices must be in writing and sent to the addresses in the Order or as otherwise notified in writing.

21.4 Severability; Waiver. If any provision is unenforceable, the remaining provisions remain in effect. No waiver is effective unless in writing and signed by the waiving party.

21.5 Entire Agreement; Order of Precedence. This Agreement, the Order, and any referenced policies constitute the entire agreement for the Integration Tool. Any preprinted terms on Customer purchase orders are rejected and have no effect. In case of conflict, the Order controls over this Agreement, except as set forth in Section 18 for U.S. Government orders.

21.6 Changes. Licensor may update non-material policies referenced in the Documentation from time to time. Material changes to this Agreement will not apply during a then-current term unless mutually agreed.

21.7 Evaluation Licenses. If the Integration Tool is provided for evaluation or proof of concept, it is licensed "as is" for internal evaluation only, for the period stated by Licensor, without support, and may be disabled automatically at the end of the evaluation.

Acceptance

By accessing or using the Integration Tool, Customer acknowledges that it has read and agrees to be bound by this Agreement.

[Company Legal Name]

[Company Address]

[Contact for Legal Notices: email/address]

[Support Contact: email/portal]