



**ENVIRONMENTAL TECHNOLOGIES, INC.**  
**VAV Selection Program For Engineers, Software License Agreement Form**

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*To be completed and signed by the end user (engineering firm customer).  
Please fax completed form, scan and email to [scott.faland@jci.com](mailto:scott.faland@jci.com).*

Customer/Engineering Firm Name: \_\_\_\_\_

Physical Address (not a PO Box): \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax: \_\_\_\_\_

This Agreement is between the above company and its officers, directors, employees or agents (referred to herein as "Customer"), and Environmental Technologies, Inc. ("ETI") at 6750 Bryan Dairy Road, Largo, Florida 33777. ETI grants and Customer accepts a non-exclusive, non-transferable license to use the ENVIRO-TEC VAV Selection Program software and materials described at the end of this Agreement ("Program"). Additional Programs may be included under this license agreement by addendum to this Agreement signed by both parties in the form of Addendum A.

**1. Grant of License**

Each Program may be used on a series of single computers at one site. The computers on which the Program is stored must be within the physical confines of the business operation.

**2. Copyright**

The Program is copyright protected. It may not be copied, duplicated or reproduced in any form, except to a hard disk, in accordance with the terms listed above, provided that the original may be used solely for backup or archival purposes. The Program contains confidential and proprietary information which is protected by the Copyright Laws of the United States.

**3. Restrictions**

Customer shall not resell, rent or lease the Program. Use of the Program is limited to use within the Customer's business operation. Customer may not reverse engineer, decompile, or disassemble the Program.

**4. Warranty and Limitation of Liability**

ETI will, upon notice of defect, repair or replace any items deemed by ETI to be defective, or at ETI's option, terminate the Agreement as of the date of receipt of notice. The above provision constitutes ETI's sole liability and obligation with respect to the Program. The Program, whether separately or in combination, is meant only as an aid to the building system design and equipment selection and is NOT a substitute for professional design services or advice. ETI accepts no responsibility of liability for the accuracy, desirability or suitability of the building HVAC system or any other system designed or installed in reliance on such Program. ETI makes no warranty, in law or in fact, in contract or in tort, express or implied, with respect to the Program. ETI specifically disclaims all implied warranties including, but not limited to MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE. In no event shall ETI be liable for any incidental or consequential damages.

**5. Term of Agreement**

This Agreement is effective unless terminated as provided herein. This Agreement may be terminated by Customer upon written notice. ETI may terminate this Agreement without notice or refund for non-payment. ETI may terminate this agreement upon ten days written notice without refund, for any other breach of this Agreement. ETI may terminate this agreement upon 60 days written notice without assigning cause.



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**6. Assignment**

Any assignment of this Agreement by the Customer without the prior written consent of ETI shall be void. Upon Customer's insolvency, receivership, voluntary or involuntary bankruptcy, or the institution of proceedings thereof, any assignment by Customer, ETI shall have the option to terminate this agreement without notice.

**7. Severability**

If any part or parts of this agreement are held to be invalid, the remainder of this agreement shall continue to be valid and enforceable and shall be construed insofar as is possible to achieve the original intentions of the parties hereto.

**8. Entirety of Agreement**

This Agreement and the documents referred to herein contain the full and complete understanding of the parties with respect to the subject matter hereof, and no waiver, alteration, or modification of any of the provisions hereof shall be binding unless agreed to in writing and signed by the parties. Neither the course of conduct between the parties or trade usage shall act to modify or alter the specific provisions of this Agreement. If Customer issues a purchase order, memorandum, or instrument covering the services herein provided, it is hereby specifically agreed and understood that such purchase order, memorandum, or instrument is for Customer's internal purposes only and any and all terms and conditions contained therein, whether printed or written, shall be of no force or effect.

**9. Choice of Law**

This agreement shall be construed, and the rights and obligations of the parties shall be determined, in accordance with the laws of the State of Florida.

**10. Notice**

All notices required hereunder shall be in writing and make specific reference to this Agreement. Notice shall be deemed given by ETI to Customer on the date that is deposited in the mail, postage paid, addressed to the Customer at its address first written on page 1 of this Agreement, or any other address Customer shall designate by notice to ETI. Notice shall be deemed given by Customer to ETI upon receipt of said written notice by ETI at its address on page 1 of this Agreement, or any other address ETI shall designate by notice to Customer.

Program Covered:  
ENVIRO-TEC VAV Selection Program

**Environmental Technologies Representative**

**Engineering Firm Customer**

Rep Firm: \_\_\_\_\_

By: \_\_\_\_\_

Salesperson (please print): \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_