

EXHIBIT 5  
SOFTWARE LICENSE AGREEMENTS

### Honeywell Software License Agreement for Honeywell Enterprise Buildings Integrator and/or Digital Video Manager

|   |                             |                           |                      |
|---|-----------------------------|---------------------------|----------------------|
| Date:   | 22-February-2012            |                           |                      |
| Customer Name:                                  | City of Port St. Lucie      | Honeywell Branch Name:    | Honeywell Miami FL24 |
| Customer Address:                               | 121 SW Port St. Lucie Blvd. | Honeywell Branch Address: | 9315 NW 112th Avenue |
|   | Port St. Lucie              |                           | Miami, FL 33178      |
|   | USA                         |                           | 0                    |
| Telephone:                                      | 0                           | Telephone:                | 305-929-9847         |
| <b>Re: Honeywell Software License Agreement</b> |                             |                           |                      |
| Designated Installation                         | PSL Performance Contract    |                           |                      |
| Job Number                                      | 991-                        |                           |                      |

\* Require manual entry

Dear Customer:

Your new Enterprise Buildings Integrator and/or Digital Video Manager system requires the use of software listed on Exhibit 1 of this form (Software).

Honeywell grants to you a limited, non-exclusive, perpetual license for the internal use of the Software with compatible equipment at the designated installation. You may make up to two (2) copies of the Software in non-printed, machine-readable form, to be used solely for archival or backup purposes.

The Software is proprietary to, and the title to the Software remains with, Honeywell and its vendor(s). You agree (1) not to violate Honeywell's and its vendors' rights in the Software; (2) not to sell, transfer, publish, display, disclose, or make the Software or any copies available to others; and (3) not to decompile, disassemble, or otherwise reverse engineer the Software. Absent Honeywell's written consent, which will not be unreasonably withheld, any attempt to transfer, assign, or sublicense this software license agreement ("Agreement") or the Software is null and void. Honeywell may terminate this Agreement upon any material breach if you do not remedy such breach within thirty (30) days after receiving notice from Honeywell; material breach to include, without limitation, the failure of Honeywell to receive full payment for the Software or any associated products and services by you or your representatives, agents, affiliates, subcontractors, vendors, suppliers, or consultants. Upon termination of this Agreement, you will immediately return the Software to Honeywell. Termination will not cancel your obligations under this Agreement.

If, for a period of one (1) year, the Software does not meet Honeywell's specifications, then Honeywell, at its option, shall repair or replace the Software. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL HONEYWELL OR ITS VENDORS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE, OR THE LOSS OR CORRUPTION OF DATA, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES. THE AGGREGATE LIABILITY OF HONEYWELL FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL IN NO CASE EXCEED THE AMOUNT OF LICENSE FEES PAID BY YOU HEREUNDER. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE.

Please indicate your acceptance by signing this Agreement and attached Order Form. You can order expansions, upgrades, and new Software for the designated location by completing and signing a new Order Form.

Sincerely,

Authorized and Accepted by:

Authorized and Accepted by:

  
 Authorized Honeywell Signature  
 Name: Larry Goldstein  
 Title: Account Executive  
 Date: 22-February-2012

X  
 Authorized Customer Signature  
 Name: X  
 Title: X  
 Date: X

### Honeywell Software Order Form Exhibit 1

This Order Form is governed by the Software License Agreement originally signed by the parties as identified below. For upgrades, expansions, and new software for the same site, the Software License Agreement does not need to be signed again, but a new Order Form must be completed and signed by both parties. One System Number shall be referenced for each Order Form. Additional Order Forms should be filled out for each system number licensed at the same physical site. New sites at different physical addresses will require a new Software License Agreement and Order Form for each new site location.

|                    |                |                           |   |
|--------------------|----------------|---------------------------|---|
| Type of Order      | New EBI System | * System Number Assigned: |   |
| * Current Version: |                | Current System Number:    | 0 |

**Re: Honeywell Software License Agreement**

|                         |                             |                             |                      |
|-------------------------|-----------------------------|-----------------------------|----------------------|
| Designated Installation | PSL Performance Contract    |                             |                      |
| * Job Number            | 991-                        |                             |                      |
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|                         | Port St. Lucie              |                             | Miami, FL 33178      |
|                         | USA                         |                             |                      |
| Telephone:              | 0                           | * Telephone:                | 305-929-9847         |

\* Require manual entry

The undersigned parties have read and agreed to the terms and conditions set forth in the Software License Agreement and this Order Form.

Authorized and Accepted by:

Authorized and Accepted by:

Larry Goldstein

\_\_\_\_\_  
Authorized Honeywell Signature

Name: Larry Goldstein  
Title: Account Executive  
Date: 2/22/2012

X

\_\_\_\_\_  
Authorized Customer Signature

Name: X  
Title: X  
Date: X

Please consider Anti - Virus and Malware detection software requirements to protect this Honeywell software installation. EBI is tested with Norton and McAfee Anti-Virus software products. Align with customer IT recommendations and best practices. This software is not included in the EBI or DVM software product and is responsibility of customer to provide. At the customers request Honeywell can provide a quote to install Anti-Virus or Malware detection software however most of these solutions require a subscription service to maintain detection of current virus and malware signatures.

Please consider Back Up software for disaster recovery to protect this Honeywell software installation. Symantec Live State or Acronis are recommended Back Up software solutions. Align with customer IT recommendations and best practices. This software is not included with the EBI or DVM software and is the responsibility of the customer to provide. At the customers request Honeywell can provide a quote to install Back Up software.

On the pages that follow please indicate Quantity of items selected for this order.

Items with "Require regional PM's approval" in the Comment column requires Regional Product Manager Approval prior to signing of agreement.

Note colors not shown when printed on black and white printer.

Exhibit 1

|   | Qty | Part Number     | Software Description   | Comment |
|---|-----|-----------------|--|---------|
| <i>Base Package &amp; Database Size</i> |     |                 |  |         |
|   | 1   | EBI-BASE02      | EBI Base Package 2   |         |
|   | 1   | EBI-XXBACROY    | BACnet Cimetrics Royalty - for use of BACnet Interface         |         |
|   | 2   |                 | 250 Point Adder to Database Size                               | 0       |
|   | 1   |                 | 2500 Point Adder to Database Size                              | 0       |
| <i>Included Free Interface</i>          |     |                 |  |         |
|   | 1   | EBI-IZXLDIR     | BM - Excel5000 Direct (point server) interface License         |         |
| <i>Documentation and Software</i>       |     |                 |  |         |
|   | 1   | EBI-ZZDVD410    | EBI R410 DVD Media Set (Dual Layer DVDs only; no docs)         |         |
|   | 1   | EBI-ZZDOC410B   | EBI R410 Base Documentation Set (Installation; Overview and Op |         |
|   | 1   | EBI-ZZDOC410-02 | Building Management Guide                                      |         |
|   | 2   | EBI-ZZACES      | 1 mouse pad; 1 keyboard overlay & 2 PC stickers                |         |
| <i>Open Systems Interfaces</i>          |     |                 |  |         |
|   | 1   | EBI-OPMEDE      | Microsoft Excel Data Exchange(Free in R410)                    |         |
| <i>PLC Interface</i>                    |     |                 |  |         |
|   | 1   | EBI-IFMODIC     | Modbus interface license                                       |         |
| <i>Additional Options</i>               |     |                 |  |         |
|   | 1   | EBI-OPALMPAG    | Alarm Pager  |         |
|   | 1   | EBI-OPWEBTL     | Web Toolkit  |         |
|   | 1   | EBI-OPRBNT      | Point History/Trend Report                                     |         |
| <i>Server Type</i>                      |     |                 |  |         |
|   | 1   | EBI-SEBM        | EBI Building Manager Server                                    |         |

# Master Software License Agreement

**READ CAREFULLY!** This is a legal agreement between you (either an individual or a single entity) and Faronics Corporation ("Faronics"). It concerns the object code version of the software product listed below, and additionally covers, to the extent included with the software product and not governed by a separate license agreement, all associated media; printed materials; "online" or electronic documentation; software updates; add-on components; web services and/or supplements (collectively with the software, the "Product").

**IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT**, do not use the Product; to do so would violate national and international copyright and intellectual property laws. Instead, either destroy the software or contact us to arrange for return and refund.

|                    |                              |
|--------------------|------------------------------|
| <b>Licensee:</b>   | <b>License Key:</b>          |
|                    | <b>Licensed Software:</b>    |
| <b>Contract #:</b> | <b>Pricing Category:</b>     |
|                    | <b>Number of Licenses:</b>   |
|                    | <b>Purchase Date:</b>        |
|                    | <b>License Key:</b>          |
|                    | <b>License Software:</b>     |
|                    | <b>Pricing Category:</b>     |
|                    | <b>Maintenance Coverage:</b> |
|                    | <b>Maintenance Starts:</b>   |
|                    | <b>Maintenance Expires:</b>  |

**LICENSE GRANT:** Faronics hereby grants the Licensee a limited, non-exclusive license to install, use, access, display, run, or otherwise interact with (collectively, "Use") the Product on a computer subject to the terms of this agreement. In no circumstances will the Licensee be permitted to Use the Product on a number of computers or in a number of classrooms exceeding the number of computers or classrooms set out across from the heading 'Number of Licenses' above. Additionally, the Licensee may make copies of the software component of the Product to a maximum number not exceeding the above-mentioned Number of Licenses, to be held as archival copies and only to be Used by the Licensee in the event of the loss of the copy then in Use. All other rights are expressly reserved by Faronics.

**REPRESENTATIONS OF LICENSEE:** The Licensee represents that it has obtained all necessary consent and authority for the importation and use of the Product in the jurisdiction in which the Licensee intends to Use the Product.

**LIMITATIONS ON USE:** The Product is licensed as a single product and its component parts may not be separated for use on more than one computer. The rights granted hereunder are personal to the Licensee. Neither the Product nor the rights granted hereunder may be resold, sub-licensed, assigned, leased, lent, or rented, whether for value or otherwise. The Product will not be Used as part of a time-share or service bureau arrangement. The Product may not be modified, reverse engineered, decompiled, or disassembled. The proprietary rights legends contained on and in the Product will not be removed.

**INTELLECTUAL PROPERTY RIGHTS:** Faronics is the owner of and retains title to all proprietary and intellectual property rights in and to the Product, including copyrights, trade secrets, trade-marks and know-how protected both by United States and Canadian copyright laws, and under the provisions of international treaties. Copying of the Product, other than as explicitly provided herein, constitutes an infringement of Faronics' intellectual property rights. Licensee acknowledges the foregoing and agrees that it has no right, title or interest in the Product, except as specifically set forth herein, and that the Licensee has no rights in any trade-marks of Faronics. Any supplemental software code, documentation or other material provided to the Licensee hereunder will be included in the definition of Product and subject to the provisions of this agreement. If the Licensee provides technical information to Faronics pursuant to the delivery of Limited Support or Maintenance, Faronics may use this information for its business purposes, including Product support and development; however, such information will not be used in a way that identifies the Licensee.

## Faronics Corporation

Voice: (604) 637-3333    Fax: (604) 637-8188    Suite 170-2411 Old Crow Canyon Road,    620 – 609 Granville Street  
Email: sales@faronics.com - Web: [www.faronics.com](http://www.faronics.com)    San Ramon, CA 94583, USA    Vancouver, B.C. V7Y 1G5 Canada

# Master Software License Agreement

**LIMITED SUPPORT SERVICES:** Faronics will only provide unlimited toll free telephone and email support if Maintenance is purchased as set out below. However, if Maintenance has not been purchased, Faronics may at its sole discretion elect to provide the Licensee with limited support services related to the Product ("Limited Support"). Licensee acknowledges that Faronics may cease to provide the Limited Support at any time and from time to time and that Faronics is not and will not at any time be obligated to provide the Limited Support. Use of Limited Support is governed by Faronics' policies and programs described in the user manual, in "online" documentation, and/or in other Faronics-provided materials.

**MAINTENANCE SERVICES:** From the Maintenance Start Date to the Maintenance End Date as set out above, you are entitled to receive the following additional services (collectively, "Maintenance") provided that you have paid to Faronics all amounts owing to it for such Maintenance: (a) you are eligible to receive, free of charge, all updates for the software component of the Product that Faronics at its sole discretion elects to make generally available. For clarity, Faronics does not warrant or represent that it will commercially release any updates, including version updates, during the term of this agreement; (b) you are entitled to upgrade to such new product as Faronics may at its sole discretion offer from time to time at a discounted price. Any discounts offered will be at the sole discretion of Faronics. For clarity, Faronics does not warrant or represent that it will commercially release any new products during the term of this agreement; and (c) you are entitled to unlimited toll free telephone and email support for the software component of the Product. Licensee acknowledges that it does not have the right to require Faronics to correct or resolve specific problems with the Products.

**RECORDS:** You agree to maintain complete and accurate records relating to your use of the Product and your other obligations hereunder for so long as you are using the Product. You will permit us or our representatives to inspect all relevant records in order to determine whether you are complying with this agreement and to make copies of all such records.

**TERMINATION:** Without prejudice to any other rights, Faronics may terminate this agreement if: (a) you default under any of your payment obligations (including for Maintenance) and such default continues for 5 days after receiving written notice of such default from Faronics; (b) you default under any of your other obligations and such default continues for 15 days after receiving written notice of such default from Faronics; or (c) any resolution is passed or order made or other steps taken for your bankruptcy, insolvency, liquidation, winding up or other termination of existence. If Faronics terminates this agreement, then all rights granted hereunder will immediately terminate and the Licensee agrees to immediately destroy all copies of the Product and pay all amounts due and payable to Faronics prior to such termination.

**NO WARRANTIES:** The Product and all services provided by Faronics are provided "as is" without warranty of any kind, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, with regard to the Product, and/or the provision of or failure to provide Limited Support or Maintenance. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

**LIMITATION OF LIABILITY:** In the event the exclusion of implied warranties does not apply and in the event of a breach of such warranties, Faronics' and its suppliers' entire liability and your exclusive remedy will be, at Faronics' option, either: (a) return of the price paid, if any; or (b) repair or replacement of the Product returned to Faronics with a receipt. To the maximum extent permitted by applicable law, in no event will Faronics or its suppliers be liable for any special, incidental, indirect, or consequential damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the Product or the provision of or failure to provide Limited Support or Maintenance, even if Faronics has been advised of the possibility of such damages. As some jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply in certain jurisdictions.

**U.S. GOVERNMENT RESTRICTED RIGHTS:** If you are a US government agency, Use, duplication or disclosure by the US government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer-Restricted

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# Master Software License Agreement

Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Faronics Corporation.

**NO ASSIGNMENT:** You may not assign this agreement to a third party without the prior written consent of Faronics.

**ENTIRE AGREEMENT:** The Licensee agrees that this agreement is the complete and sole statement of the agreement between us and supersedes all representations, warranties and agreements (whether written or oral) relating to the Product, the services and the subject matter of this agreement. This agreement cannot be modified except in writing and with the approval of Faronics.

**PARTIAL ILLEGALITY:** If any provisions of this agreement will be construed to be illegal or invalid, it will not affect the legality or validity of any other provision thereof, and the illegal or invalid provisions will be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein, but all other provisions hereof will continue in full force and effect.

**FORCE MAJEURE:** Faronics will not be liable to Licensee for failure or delay in the performance of its obligations hereunder caused by any cause beyond Faronics' control (including acts of God, laws or regulations of any government, war, civic commotion, labour disturbances, fire, earthquake, storm, failure of public utilities or common carriers or failure of third party suppliers) for the period of time that the foregoing prevents performance.

**SURVIVAL:** Paragraphs "Intellectual Property Rights", "Termination", "No Warranties" and "Limitation of Liability" continue in force indefinitely, even after this agreement terminates or expires.

**APPLICABLE LAWS:** The rights and obligations of the parties under this agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Instead, unless expressly prohibited by local law, the rights and obligations of the parties under this agreement will be governed by the Province of British Columbia, and the laws of Canada applicable therein. Licensee irrevocably submits to the exclusive jurisdiction of the courts of British Columbia in any proceeding related to this agreement.

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Email: [sales@faronics.com](mailto:sales@faronics.com) - Web: [www.faronics.com](http://www.faronics.com)    San Ramon, CA 94583, USA    Vancouver, B.C. V7Y 1G5 Canada

GreenPrint Technologies, LLC End User License Agreement  
COMMERCIAL USE  
ENTERPRISE EDITION

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1.2 Use of the Software over a network requires that the number of different computers on which the Software is used does not exceed the number of computers licensed.

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## 7. EXPORT CONTROLS.

7.1 This license is subject to all applicable export restrictions. You must comply with all export and import laws and restrictions and regulations of any United States or foreign agency or authority relating to the Product and its use.

## 8. U.S. GOVERNMENT END-USERS.

8.1 The Product is a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995) and 48 C.F.R. 227.7202 (June 1995). Consistent with 48 C.F.R. 12.212, 48 C.F.R. 27.405(b)(2) (June 1998) and 48 C.F.R. 227.7202, all U.S. Government End Users acquire the Product with only those rights as set forth herein.

## 9. MISCELLANEOUS.

9.1 This Agreement constitutes the entire agreement between GreenPrint and you concerning the subject matter hereof, and it may only be modified by a written amendment signed by an authorized executive of GreenPrint.

9.2 Except to the extent applicable law, if any, provides otherwise, this Agreement will be governed by the laws of the state of Delaware, U.S.A., excluding its conflict of law provisions. All claims brought by the End-User will be governed by and construed in accordance with the internal laws of the State of Delaware, excluding that body of laws known as choice of law or conflict of laws. Subject to the provisions of this Section, all disputes, controversies or claims arising out of or relating to this Agreement and brought

by the End-User will be resolved through mandatory binding arbitration conducted in Delaware, before J.A.M.S./ENDISPUTE or its successor ("JAMS") pursuant to the United States Arbitration Act, 9 U.S.C. Section 1, et seq. (the "Act"); and the terms and conditions of this Agreement. The arbitration will be conducted in accordance with the provisions of J.A.M.S.'s Streamlined Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration (the "JAMS Rules"), subject to the provisions of this Section. The terms set forth in this Agreement will control in the event of any inconsistency between such terms and the JAMS Rules. The parties will cooperate with JAMS and with each other in promptly selecting a single arbitrator from JAMS's panel of neutrals. If the parties fail to so select an arbitrator within thirty (30) days following the date of either party's notice of demand to conduct arbitration, then JAMS will appoint an arbitrator in accordance with the JAMS Rules. The award of the arbitrator will be in writing and will set forth findings of fact and conclusions of law. Judgment on the arbitrator's award will be final and binding upon the parties and may be entered in any court having jurisdiction thereof. If for any reason JAMS or its successor no longer is in business, then the arbitration shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator's fees will be shared equally by the parties and each party will initially bear its own costs and attorneys' fees, but the prevailing party shall be reimbursed by the other party for all reasonable attorney's fees, witness fees, and arbitration costs. All papers, documents, or evidence, whether written or oral, filed with or presented in connection with the arbitration proceeding will be deemed by the parties and by the arbitrator to be confidential information of both parties. The arbitrator chosen in accordance with these provisions will not have the power to alter, amend or otherwise affect the terms of these arbitration provisions or the provisions of this Agreement.

9.3 This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

9.4 If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect.

9.5 A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

9.6 Except as required by United States Federal Law or the law of any State within the United States of America, or any of the territories of the USA, the controlling language of this Agreement is English.

9.7 GreenPrint may assign its rights under this Agreement without condition or prior notice.

9.8. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

9.9. This License is effective until terminated. This License will terminate immediately without notice from Licensor if the End User fails to comply with any of its provisions. Upon termination the End User must destroy the Software and all copies thereof, and the End-User may terminate this License at any time by doing so.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior proposals, agreements, representations, statements and undertakings are hereby expressly cancelled and superseded. This Agreement may not be changed or amended except by a written instrument executed by a duly authorized officer of Licensor. If the Parties sign a separate Licensing Agreement that Licensing Agreement would be controlling.

If you have any questions regarding this agreement or if you have any questions regarding to this Agreement or if you wish to request any information from GreenPrint, please write GreenPrint Technologies, 115 NW First Ave, Suite 200, Portland, OR, 97209, USA.

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