

**WONDERWARE
SOFTWARE LICENSE PURCHASE AGREEMENT
Between
LOGIC, INC.
And
CITY OF COLUMBIA, MISSOURI**

THIS AGREEMENT (hereinafter "Agreement") is by and between the City of Columbia, Missouri (hereinafter "City"), a municipal corporation whose address is 701 E. Broadway, Columbia, MO 65201 and Logic, Inc. (hereinafter "Logic"), a general corporation with the authority to transact business within the State of Missouri and whose address is 6085 Fee Fee Rd, Hazelwood, MO 63042, and is entered into on the date of the last signatory below (hereinafter "Effective Date"). City and Logic are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, City wishes to replace its existing Supervisory Control and Data Acquisition (SCADA) system for its Water Treatment Plant with a new HMI running on standard, commercially available hardware and software platforms;

WHEREAS, Logic is an authorized distributor of industrial automation equipment and, in response to the City's request for proposal, represents that its software, Wonderware, will meet the City's needs; and

WHEREAS, City wishes to purchase, and Logic wishes to provide, license to use this software pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

1. **Definitions.** For purposes of this Agreement, the following words and terms shall have the meanings respectively ascribed:

(a) "*EULA*" shall mean the End User License Agreement, attached hereto as **Exhibit B** and made a part of this Agreement.

(b) "*Software*" shall mean the Wonderware software, and all of its accompanying parts and products, which is listed in full in Logic's Wonderware Quote, Quote Number 273833, attached hereto as **Exhibit A** and made a part of this Agreement.

2. **License Procurement & Support.** Logic agrees to provide City with license to use Software and customer support pursuant to the terms and conditions of its quote attached hereto as **Exhibit A**.

3. **Payment.**

(a) *Software License*. For license to use the Software, City agrees to make a one-time payment to Logic pursuant to the prices, terms and conditions provided in its quote attached hereto as **Exhibit A**.

(b) *Support Services*. For support services from Logic related to use of the Software, City agrees to make annual payment to Logic pursuant to the prices terms and conditions provided in sections 8, 11 and 12 its quote attached hereto as **Exhibit A**. Software support services are received at the discretion of C ity.

(c) *Not To Exceed Amount*. It is expressly understood by both Parties that in no event will the total amount to be paid by City under the terms of this Agreement exceed the following amounts provided in this subsection (b), unless otherwise agreed to by both Parties in writing and executed as an amendment to this Agreement:

(i). For the first year from Effective Date, an amount not to exceed **One Hundred Seventy Thousand, Nine Hundred Eighteen Dollars (\$170,918.00)** for the Software license and support services; and

(ii). For each subsequent year while the Agreement is in effect, an amount not to exceed **Twenty Three Thousand Eight Hundred Sixty Seven Dollars (\$23,867.00)** for purposes of support services.

4. End User License Agreement. The Parties agree that the terms of the End User License Agreement (hereinafter "EULA"), attached hereto as **Exhibit B** shall apply to the software procured by City from Logic.

5. Term. The initial term of this Agreement shall be one (1) year commencing on the Effective Date. Thereafter, the term of this Agreement shall automatically renew for successive one (1) year terms unless the Agreement is otherwise terminated as provided for herein.

6. Termination.

(a) *Termination for Convenience*. Either Party may terminate this Agreement for convenience at any time by providing no less than sixty (60) calendar days' written notice.

(b) *Termination for Default*. If either Party fails to perform its duties and obligations provided for herein, then that Party shall be in default. The non-defaulting Party may provide written notice outlining the default. If the default is not cured within thirty (30) calendar days' from receipt of the written notice of default, then the non-defaulting Party may terminate this Agreement in whole or in part for failure to perform by providing written notice of termination. The written notice of termination will be effective immediately upon its receipt. In such event, the defaulting Party shall be liable for all damages (including all costs and attorney's fees) arising out of or related to the default.

7. No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or laws.

8. Governing Law and Venue. This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri.

9. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

10. Contract Documents. The Contract Documents include this Agreement and the following attachments and exhibits which are incorporated herein by reference:

Exhibit:

- A Wonderware Quote No. 273833
- B EULA

In the event of a conflict between the terms of any of the Contract Documents and the terms of this Agreement, the terms of this Agreement control. In the event of a conflict between the terms of any Contract Documents, the terms of the documents control in the order listed above.

11. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties relative to the contracted services herein. All previous or contemporaneous contracts, representations, promises and conditions relating to the contracted services herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date of the last signatory to this Agreement.

CITY: CITY OF COLUMBIA, MISSOURI

BY: _____
Mike Matthes, City Manager

DATE: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor [ak] AK

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. Org 27188331 Obj 604990, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Michelle Nix, City Director of Finance

LOGIC: LOGIC, INC.

BY: _____
CA Murray

PRINTED
NAME: Carrie A. Murray

TITLE: Office Manager

DATE: 2-19-2018



Quotation

Subject: Wonderware/ThinManager Software for Water Treatment Plant, Version 2017

Prepared For: Eric Worts
 City of Columbia, Missouri (Water)
 701 E. Broadway
 5th Floor
 Columbia MO 65201
 USA

Quote No: 273833

Date: 7/25/2017

Eric:

Here is pricing for the Wonderware software we discussed for your Water Plant system with Version 2017 parts and pricing.

I believe we should have another 'white board' visit to go through exactly what is included and where it installs. This should help ensure we have everything covered and/or are not getting more than you'd need.

Line #	Part #	Description	Quantity	Unit Price	Ext. Price
<i>Wonderware Development Studio (Engineering Workstation)</i>					
1	DEVSTD-UNLIM	Development Studio Unlimited - includes Unlimited IO Galaxy and 60K tag InTouch.	1	\$12,530.00	\$12,530.00
<i>Wonderware System Platform (GR, AppEngines, Historian)</i>					
2	SysPlt-07-N-17	System Platform 2017, 25K IO/5K History - Application Server 25K IO, Historian Server Standard 5K Tag, 2 OI Server Standard, 1 InSight Client.	1	\$32,112.00	\$32,112.00
<i>Wonderware Intouch for System Platform TSE (Terminal Services Session for HMI) for Plant Environment</i>					
3	SupClt-03-N-17	Supervisory Client with Historian Client 2017, no MSCAL; enables both InTouch OMI client and the InTouch for System Platform technology	6	\$3,864.00	\$23,184.00
<i>Wonderware Intouch for System Platform Workstations for West Ash/South Pump View Engines (Platforms for City Hall Application Engines have NO COST)</i>					
4	SupClt-03-N-17	Supervisory Client with Historian Client 2017, no MSCAL; enables both InTouch OMI client and the InTouch for System Platform technology	2	\$3,864.00	\$7,728.00

Line #	Part #	Description	Quantity	Unit Price	Ext. Price
<i>Wonderware Historian Clients (Additional Data Retrieval from Historian) and CAL's for Plant Environment</i>					
5	HstCit-02-N-17	WW Historian Client 2017 Concurrent, 5 Pack	1	\$7,091.00	\$7,091.00
6	WWCAL-02-N-16	WW CAL without MS CAL, 5 Pack, SQL 2016 Std	1	\$1,635.00	\$1,635.00
<i>Wonderware Intouch AccessAnywhere (Read Only) for Corporate Users</i>					
7	SupCit-01-N-17	Supervisory Client ReadOnly with Historian Client 2017, no MSCAL; enables both InTouch OMI client and the InTouch for System Platform technology	20	\$1,913.00	\$38,260.00
<i>Wonderware Support</i>					
8	10-7001 L0	Wonderware Customer First for 12 months - Standard Level – Features software maintenance which includes access to patches and hotfixes as well as free version upgrades released during term of agreement, technical support via phone and email and advanced access to Wonderware's technical support website and training	1	\$20,832.00	\$20,832.00
<i>AutoSave for SystemPlatform</i>					
9	W-A4SP-25K-SG	AutoSave for System Platform, 25K IO, Single Galaxies, v3.x	1	\$5,750.00	\$5,750.00
10	10-7008	Customer FIRST for AutoSave	1	\$1,035.00	\$1,035.00
<i>ACP ThinManager and Support</i>					
11	9541-TMM-010-XLRM	ThinManager 10 Mirrored Pack MED Software 10 concurrent mirrored license pack. Features include: Relevance, MultiMonitor, WinTMC, MultiSession, SmartSession, IP and USB Camera support, Shadowing, Instant Failover, Redundant Ethernet, Virtual Screens. Physical Media Delivery.	1	\$15,960.00	\$15,960.00
12	9542-TM-PM-010	One-year Platform Maintenance Plan for TM-010, TMM-010, TMR-010.	1	\$2,000.00	\$2,000.00
<i>Dual Monitor Thin Clients</i>					
13	HMI-CSND1U-0000-A01H	AIS T-Box PC, Headless - Intel Celeron Quad-Core N2930 1.83GHz, 2GB RAM, 2 x LAN, 2 x USB, 1 x RS-232, 1 x RS-485/422/232, 1 x VGA, 1 x HDMI, 1 x Audio line-out, 24V DC, ThinManager BIOS-enabled, Compatible with ThinManager v7.0 and above	1	\$816.00	\$816.00
14	ML50.100	PULS- Power Supply, 50W, 120-240VAC 1PH, 24-28VDC, 2.1-1.8A	1	\$90.00	\$90.00
<i>21" Industrial Monitors</i>					

Line #	Part #	Description	Quantity	Unit Price	Ext. Price
15	M2100WT	Nematron Panel Mount M-Series Monitor, 21.5" SXGA (1920x1080) LCD, Touchscreen, Analog VGA or DVI input, integrated AC Power Supply, Aluminum Bezel, NEMA 4/4X/12, Class 1 Div 2 Approved, 2-year warranty, includes 10" VGA and Serial cables	1	\$1,895.00	\$1,895.00

Total: \$170,918.00

All purchase order terms are net 30 days F.O.B. factory. Credit cards are charged upon shipment of order. The freight and prepaid insurance will be added to the invoice with standard shipping via UPS ground. Surcharges may incur for special delivery and/or payment by credit card. Prices are firm for thirty days. After that time, costs may be subject to escalation in the event of a price increase by the manufacturer.

Please see the attached PDF for this quotation.
If you have any questions or concerns please contact me.

Sincerely,

Kris Kozielek
LOGIC Inc.

Please send POs to purchasing@logic-control.com or fax to (913) 764-2828.

Logic, Inc.
6085 Fee Fee Rd., Hazelwood, MO 63042
(314) 731-6610 (866) 536-6610 Toll free
FAX: (314) 731-6612

kris@logic-control.com

SCHNEIDER ELECTRIC MASTER END USER LICENSE AGREEMENT (the "EULA")

City of Columbia, Missouri

EULA v.5: February 16, 2017 (SZ)
(modified)

Software, Info
MM

THIS LICENSE AGREEMENT (hereinafter "EULA" or "Agreement") is by and between the City of Columbia, Missouri (hereinafter "Licensee"), a municipal corporation whose address is 701 E. Broadway, Columbia, MO 65201 and Schneider Electric, Inc. (hereinafter "Schneider Electric"), a corporation with the authority to transact business within the State of Missouri and whose address is 26561 Rancho Parkway South, Lake Forest, CA 92630 and is entered into on the date of the last signatory below (hereinafter "Effective Date"). Licensee and Schneider Electric are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Licensee is the owner and operator of a water treatment plant and desires a replacement to its existing Supervisory Control and Data Acquisition (SCADA) system;

WHEREAS, Schneider Electric is the owner of software products for a SCADA system and sells license to this software; and

WHEREAS, Licensee wishes to purchase, and Schneider Electric wishes to sell, license to specific software products under certain terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

1. Definitions.

1.1 "Capacity" means a specific licensed size criteria as described on the License Certificate and includes, among other measurements, Equipment counts, I/O Counts, Platform Counts, Session Counts, Tag Counts and Site Counts.

1.2 "Device" means any physical or virtual environment, node, Server, computer, or other digital workstation, electronic, cellular or smartphone, handheld computer, tablet PC, or computing equipment that runs, accesses, or utilizes the services of the Software.

1.3 "Documentation" means the user guides and manuals for the installation and use of the Software, whether provided in electronic, physical media, hard copy, or other form.

1.4 "Enterprise License" means a license model that permits use of specified Software for a number of Licensee's employees throughout Licensee's organization and sites. An Enterprise License enables a Licensee to standardize all Licensee sites on the specified Software. (The duration, scope and pricing of an Enterprise License are determined on a case by case basis. An Enterprise License is granted upon Licensee's receipt of a written authorization signed by Schneider Electric which is also countersigned by Licensee. Among other things, the signed written authorization will describe the duration, scope and license fees for the Enterprise License and Licensee's Software support commitments under the Enterprise License.)

1.5 "Hot Fix" means unreleased Software which has not been processed through a full QA cycle and which is designed to correct a specific defect in the Software.

1.6 "License Certificate" means a document included with the Software that may provide, among other things, specific information regarding Capacity, name of Licensee and location where the Software is licensed for use, Device Identification and Named Users.

1.7 "License File" means a component of the Software that enables one or more components of the Software (for example, authorization keys) and may also specify the location of the designated Device(s), the Named User(s), and the Licensee. The License File also specifies the Capacity for the Software. Certain components of the Software may be licensed hereunder without a License File.

1.8 "Named User" means an individual person and is unique to the individual. A Named User is not a particular logon name, a group, an organization, part of a company or organization, or any other non-person entity.

1.9 "Order Form" means the document issued by Schneider Electric or an authorized Schneider Electric distributor in hard or electronic copy which, among other things, may identify (i) the particular Software ordered by or for Licensee, (ii) the location of the designated Device(s) or Named Users, (iii) the duration or term of the Software license granted to Licensee, (iv) the license fees and any applicable Software support fees owed by Licensee and/or (v) the payment schedule.

1.10 "Pre-Production Release" means Software which has not completed Schneider Electric's formal release requirements and includes beta software, Hot Fixes and SUPs.

1.11 "Replaced License" means a License File and/or License Certificate that has been replaced or superseded by another License File and/or License Certificate for the purpose of direct substitution.

1.12 "SUP" (Single User Product) means modifications to the Software made for a specific licensee.

1.13 "Site License" means a license model that permits use of specified Software for a number of Licensee's employees at a specific Licensee site/physical location. (The duration, scope and pricing of a Site License are determined on a case by case basis. A Site License is granted upon Licensee's receipt of a written authorization signed by Schneider Electric which is also countersigned by Licensee. Among other things, the signed written authorization will describe the duration, scope and license fees for the Site License and Licensee's Software support commitments under the Site License.)

1.14 "Software" means the computer software programs in object code (machine-readable) form only for which Licensee is granted a license hereunder, the Documentation therefor and Updates thereto.

1.15 "Tag" means a representation of an internal or external data value or calculation result.

1.16 "Tag Count" means the number of internal or external data points or calculations resulting from the Tags that are being monitored, processed, or utilized by the Software.

1.17 "Update" means: (i) supplemental programs, if and when developed and distributed by Schneider Electric, that may contain bug fixes or improved program functions for the Software; and (ii) a subsequent release of the Software, if and when developed by Schneider Electric, which Schneider Electric generally makes available for licensees that have an annual software support agreement (sold separately). An Update does not include any release, new version, option, or future product, which Schneider Electric licenses separately.

2. Software License, Payment and License Restrictions.

2.1 Grant of License and Limitations.

In consideration of full payment of the Software license fee when due and subject to Licensee's compliance with its obligations under this EULA, Schneider Electric grants to Licensee a non-transferable, non-exclusive, limited license to use the Software described in the attached Software Schedule, attached hereto as **Exhibit 2** and made a part of this Agreement. The Software may only be used for purposes of Licensee's ordinary business by the particular Named User(s), in the particular location(s), on the particular Device(s) and/or on the particular system(s) for which Licensee licensed such Software, as those Named User(s), location(s), Device(s) and/or system(s) are identified in the Software Schedule and/or Order Form. If the Order Form fails to state a duration/term of the license granted hereunder then such duration/term shall be deemed to be one (1) year from the date the Software is delivered to Licensee.

An Enterprise License or a Site License is not granted to Licensee under this EULA unless this EULA is accompanied by the signed written authorization from Schneider Electric (as noted in Section 1.4 or Section 1.13). Additionally, an Enterprise License or Site License is granted only on a non-transferable and non-exclusive basis.

The Software is licensed to Licensee and not sold to Licensee.

2.2 Payment.

The license fees and any applicable Software support fees (collectively, the "Fees") for the term of the license granted hereunder are non-refundable and, upon entering into this EULA, Licensee agrees that it is obligated to pay the Fees for the entire and full term in accordance with the payment schedule and term set forth in the Pricing Quotation, attached hereto as **Exhibit 1** and made a part of this Agreement. The Fees shall be due and payable by Licensee within thirty (30) days of Licensee's receipt of invoice. Licensee agrees that this EULA is non-cancelable by Licensee during the term of the license granted hereunder. Notwithstanding anything to the contrary in a Licensee purchase order or other order document, Licensee agrees that the time period or term of the license granted hereunder is as stated in the Order Form.

2.3 License Restrictions.

2.3.1 Copy Restrictions. Copyright laws and international treaties protect the Software, including the Documentation. Unauthorized copying of the Software, the Documentation or any part thereof, is expressly prohibited. Subject to these restrictions, Licensee may make one (1) copy of the Software solely for backup or archival purposes, and may make a reasonable number of copies of the Documentation for use by Licensee in connection with its authorized use of the Software. All titles, trademarks, and copyright and restricted rights notices will be reproduced in such copies. Unless specifically authorized in writing by Schneider Electric, copying of a License File using virtualization technology is prohibited.

2.3.2 Use Restrictions.

This EULA only gives Licensee some rights to use the Software and Schneider Electric and its licensors reserve all other rights. Licensee does not acquire any rights, express or implied, other than those expressly granted in this EULA. Unless applicable law gives Licensee more rights despite this limitation, Licensee may use the software only as expressly permitted in this EULA. In doing so, Licensee agrees that it will comply with any technical limitations in the Software that only allow Licensee to

use the Software in certain ways. Licensee agrees that it will not, nor will Licensee permit others to:

(i) reverse engineer, decompile, disassemble, modify, adapt or translate the Software or any component thereof (including Documentation), or create derivative works based on the Software (including Documentation), except and only to the extent that applicable law expressly permits, despite this limitation or except and only to the extent that Schneider Electric gives its prior written consent;

(ii) remove, obliterate, destroy, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of Schneider Electric or its licensors that are included in the Software;

(iii) work around any technical limitations in the Software;

(iv) make more copies of the Software than as allowed in this EULA or allowed by applicable law, despite this limitation;

(v) publish the Software, including any application programming interfaces included in the Software, for others to copy; or,

(vi) transfer, sublicense, rent, lease, sell, lend or assign the Software or any part thereof, or any rights or duties under this EULA, to any other person or entity without the prior written consent of Schneider Electric and such consent may be withheld in the sole discretion of Schneider Electric.

2.3.3 No High Risk Use. The Software is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. Unless Schneider Electric gives its prior written consent and is consulted regarding the specific deployment, system set-up and Software support plan, Licensee has no right to use (and must not use) the Software in any application or situation where the failure of the Software could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). High Risk Use does not include utilization of the Software for administrative purposes, to store configuration data, engineering and/or configuration tools, or other applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. Licensee agrees to indemnify and hold harmless Schneider Electric from any third-party claim arising out of Licensee's use of the Software in connection with any High Risk Use.

2.3.4 Installation Limitations. The media upon which the Software resides may contain multiple copies of some of the components of the Software, each of which is compatible with different microprocessor architectures or different underlying operating systems. Licensee may install the Software for use only with one architecture and one operating system at any given time, consistent with the restrictions in the EULA, Software Schedule and Order Form.

2.3.5 Replaced License Restrictions. License Files and/or License Certificates may be replaced for various purposes as agreed to by Schneider Electric and Licensee. A Replaced License must be removed from any Device and its original license file, license CD, and/or License Certificate must be destroyed or archived and clearly marked as "Inactivated" so that it cannot be used. The act of replacement includes but is not limited to:

(i) Version Upgrades - when an earlier or lower numbered version license is replaced by a newer or higher numbered version license. For example, a Product X license with version 6.0 is replaced with a Product X license with a version 6.5;

(ii) Functional Upgrades - when a license with certain Capacity and functionality is replaced by a license with greater Capacity or different functionality. For example, an InTouch 3000 Tag Count license is replaced by an InTouch 60000 Tag Count license; or an Historian license is replaced by a System Platform license;

(iii) Lost/Stolen/Failed Keys - when a license key is lost, stolen, or fails and a replacement license key is provided. If a lost/stolen key is found/recovered, it must be destroyed; or,

(iv) Keyed License to Keyless License - when a license file locked to a hardware key/dongle is replaced by a license file only or visa-versa.

2.3.6 Factory Suite (FS) Gateway Software Restrictions. FS Gateway Software is an application that acts as a communications protocol converter in a single computer. FS Gateway Software is licensed under this EULA without a separate License File or License Certificate to link Schneider Electric application software to clients and data sources that communicate using the following protocols: OPC (OLE for Process Control), SuiteLink, DDE/FastDDE, as well as ArchestrA and InTouch data sources. FS Gateway Software can be used in conjunction with Schneider Electric software products. Use of FS Gateway Software solely with non-Schneider Electric products is prohibited.

3. Ownership. Schneider Electric and/or Schneider Electric's Licensors retain all title, copyright and other proprietary rights in, and ownership of, the Software regardless of the media upon which the original or any copy may be recorded or fixed.

4. Verification/Audit. At Schneider Electric's written request, not more frequently than annually, Licensee will furnish Schneider Electric with a signed certification verifying that the Software is being used in accordance with the provisions of this EULA. Schneider Electric may audit Licensee's use of the Software. Any such audit will be conducted during regular business hours at Licensee's facilities and will not unreasonably interfere with Licensee's business activities. If an audit reveals that Licensee is using Software contrary to the terms and conditions of this EULA then Licensee will be invoiced for additional license fees consistent with Licensee's actual use of the Software in accordance with Schneider Electric's then current price list.

for the Software, which amount will be immediately due and payable. This assessment of additional fees will be without prejudice to any other remedies Schneider Electric may have for breach of this EULA, including without limitation, termination under Section 11 ("Termination").

5. Version Limitations. The Software, and various components thereof, contain certain version numbers (such as version "6.5"). This EULA permits Licensee to Install one copy of the Software, whereas (i) some Software may allow the same version number as the Software version number listed on the Order Form (or in an Update that is part of the Software hereunder licensed) on the number of computers authorized hereunder (for example, if the version number listed for a particular component of the Software is "6.5", then Licensee may install a copy of that component of the Software having a "6.5" version number, but not a "6.6" version number), and (ii) some Software may allow the same or lower version number as the Software version number listed on the License File or Order Form (or in an Update that is part of the Software hereunder licensed) on the number of computers authorized hereunder (for example, if the version number listed for a particular component of the Software is "6.5", then Licensee may install a copy of that component of the Software having a "6.5" or "6.0" version number, but not a "6.6" version number).

6. Limited Warranties and Disclaimers.

6.1 Limited Warranty. Schneider Electric warrants for a period of ninety (90) days following delivery of the Software that the Software will perform substantially in accordance with the Documentation. During the warranty period and without charge to Licensee, Schneider Electric will: (i) replace defective media and/or (ii) use commercially reasonable efforts to provide modifications or fixes with respect to any material defect in the Software in a reasonably timely manner. If Schneider Electric is unable to make the Software operate as warranted then Schneider Electric will refund the license fees paid to Schneider Electric for the defective Software and the license for such defective Software will terminate.

6.2 Pre-Production Releases. As an accommodation to Licensee, Schneider Electric may provide Licensee from time to time a Pre-Production Release of the Software. All such Pre-Production Releases are provided strictly on an "as-is" basis and Schneider Electric disclaims all warranties, express or implied, for all Pre-Production Releases.

6.3 Disclaimer of All Other Warranties. THE WARRANTIES IN SECTION 6.1 ABOVE ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SCHNEIDER ELECTRIC, ITS DEALERS, DISTRIBUTORS OR AGENTS OR EMPLOYEES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES GIVEN IN THIS SECTION, AND LICENSEE MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. SCHNEIDER ELECTRIC DOES NOT WARRANT THAT THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS, THAT THE SOFTWARE WILL OPERATE IN COMBINATIONS OTHER THAN AS SPECIFIED IN THE DOCUMENTATION, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SOFTWARE WILL PROTECT AGAINST ALL POSSIBLE SECURITY THREATS, INTERNET THREATS OR OTHER THREATS OR INTERRUPTIONS.

7. Confidentiality. Parties agree that Licensee is government body and subject to Missouri Revised Statute, Chapter 610, referred to hereinafter as the Missouri Sunshine Law. Parties agree that this Agreement will be interpreted in accordance with the Missouri Sunshine Law, as amended. Nothing in this Agreement shall be construed to supersede, conflict with or otherwise defeat any provision of the Missouri Sunshine Law.

The Software and any other information that may be marked as confidential is the confidential and proprietary information of Schneider Electric ("Confidential Information"). Results of any benchmark tests on the Software run by Licensee may not be disclosed outside of Licensee's organization without the prior written consent of Schneider Electric. Licensee will hold the Confidential Information in strict confidence during the term of this EULA and for a period of five (5) years thereafter. Licensee will take reasonable steps to ensure that its employees and agents also comply with the confidentiality obligations of this Section. Licensee acknowledges that confidential aspects of the Software (including but not limited to any source code) are trade secrets of Schneider Electric, the disclosure of which would cause substantial harm to Schneider Electric that could not be remedied by the payment of damages alone. Accordingly, Schneider Electric will be entitled to preliminary and permanent injunctive and other equitable relief for any breach of this Section 7.

8. Indemnity. Schneider Electric will defend and indemnify Licensee against a third party claim (an "Indemnified Claim") that the Software infringes any copyright enforceable in any Included Jurisdiction or misappropriates any trade secret (as the terms "misappropriation" and "trade secret" are defined in the Uniform Trade Secrets Act) protected under the laws of any of the United States, provided that: (i) Licensee notifies Schneider Electric in writing within thirty (30) days of the claim; (ii) Schneider Electric has sole control of the defense and all related settlement negotiations; and (iii) Licensee provides Schneider Electric with the assistance, information and authority necessary in order for Schneider Electric to perform its obligations under this Section.

Schneider Electric will have no obligation to any Licensee for any Indemnified Claims relating to allegations of copyright infringement which arise outside the geographical boundaries of the United States, Canada, Japan, or the European Union ("Included Jurisdictions"), or any Indemnified Claims relating to allegations of trade secret misappropriation which arise outside the geographical boundaries of the United States.

If the Software is held, or is believed by Schneider Electric, to infringe, then Schneider Electric will have the option, at its expense, to: (i) modify the Software to be noninfringing; or (ii) obtain for Licensee a license to continue using the Software. If, in Schneider Electric's sole discretion, it is not economically or commercially reasonable to perform either of the above options then Schneider Electric may terminate the license for the infringing Software and refund to Licensee the license fee paid to Schneider Electric for the infringing Software.

The foregoing Schneider Electric obligations do not apply when the claim of infringement results from or is related to: (i) Software provided pursuant to Licensee's designs, drawings or specifications; (ii) Software stored, used or maintained other

than in accordance with Schneider Electric's instructions or recommendations or other than for the Licensee's internal business purposes; (iii) claims of infringement resulting from combining the Software provided hereunder with any other item not furnished by Schneider Electric; (iv) modifications to the Software without the prior written consent of Schneider Electric; (v) software or products supplied or designed by Licensee or third parties; or (vi) Licensee's failure to use corrections or enhancements made available by Schneider Electric.

This Section 8 states Schneider Electric's entire liability and Licensee's sole and exclusive remedy for infringement.

9. Liability Limitations. NOTWITHSTANDING ANY PROVISION OF THIS EULA TO THE CONTRARY, IN NO EVENT WILL EITHER PARTY, NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE SOFTWARE, INCLUDING SCHNEIDER ELECTRIC LICENSORS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, BUSINESS, GOODWILL, REVENUE, DATA OR USE, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH IN THIS EULA IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA, EITHER PARTY'S LIABILITY TO THE OTHER FOR DAMAGES AND EXPENSES HEREUNDER OR RELATING HERETO (WHETHER IN AN ACTION IN CONTRACT, TORT OR OTHERWISE OR WHETHER RELATED TO PARTICULAR SOFTWARE OR SOFTWARE SUPPORT SERVICES) WILL IN NO EVENT EXCEED THE AMOUNT OF LICENSE FEES PAID TO SCHNEIDER ELECTRIC UNDER THIS EULA IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING A CLAIM. LICENSEE ACKNOWLEDGES THAT SCHNEIDER ELECTRIC'S PRICING REFLECTS THE ALLOCATION OF RISKS, OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS AND THE LIMITATION OF LIABILITY HEREUNDER.

10. Third Party Software. The Software may incorporate, embed or be bundled with software or components that are owned by third parties, including but not limited to Microsoft ("Schneider Electric Licensor(s)"). Use of a Schneider Electric Licensor's software or components is governed by the terms and conditions contained in such Schneider Electric Licensor's end user license agreement, a copy of which will be provided with delivery of such Schneider Electric Licensor's software.

11. Termination.

11.1 Termination. This EULA and the license granted hereunder may be terminated by Schneider Electric in its sole discretion if Licensee breaches any provision of this EULA including but not limited to the failure to pay in full the license fees (and any applicable Software support fees) when due and fails to cure such breach within thirty (30) days of receipt of Schneider Electric's notice to cure such breach. Termination will not relieve Licensee of its obligations specified in Section 11.2 and will not entitle Licensee to a refund of any license fees (or any applicable Software support fees) previously paid.

11.2 Effect of Termination. Upon termination of this EULA or the license granted hereunder, Licensee will cease using the Software, will delete the Software, including the License File(s), from its computer and will either return to Schneider Electric or destroy the Software, including the License File(s), Documentation, packaging and all copies thereof. If Licensee elects to destroy the Software then Licensee will certify in writing to Schneider Electric the destruction of the Software. Termination of this EULA and return or destruction of the Software will not limit either party from pursuing other remedies available to it, including injunctive relief, nor will such termination relieve Licensee's obligation to pay all fees and expenses that have accrued or are otherwise owed by Licensee under this EULA, any Order Form, and/or any purchase order from Licensee which has been received and accepted by Schneider Electric.

12. General Terms.

12.1 Governing Law and Dispute Resolution. This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri.

12.2 No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or laws.

12.3 Restricted Rights Legend—U.S. Government Users. The Software is a "commercial item" as that term is defined at 48 CFR 2.101 (October 1995), consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 CFR 12.212 (September 1995), and is provided to the U.S. Government only as a commercial end item. Consistent with 48 CFR 12.212 and 48 CFR 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein. Contractor/ manufacturer is Schneider Electric, 26561 Rancho Parkway South, Lake Forest, CA 92630. Telephone number (949) 727-3200.

12.4 Export Restrictions. Licensee agrees to comply fully with all applicable international and national export laws and regulations, including the U.S. Export Administration Regulations and the Office of Foreign Asset Control Regulations, as well as end-use and destination restrictions issued by the U.S. and foreign governments to assure that neither the Software nor any direct product thereof are (i) exported, directly or indirectly, in violation of export laws; or (ii) are intended to be used for any purposes prohibited by the export laws.

12.5 Force Majeure. Neither party will be responsible to the other for any failure or delay in its performance due to acts of God or other unforeseen circumstances beyond the reasonable control of either party, provided that such party gives prompt written notice thereof to the other party and uses its diligent efforts to resume performance.

12.6 Severability; Waiver. If a court of competent jurisdiction finds any provision of this EULA invalid or unenforceable, that provision of the EULA will be amended to achieve as nearly as possible the intent of the parties, and the remainder of this EULA will remain in full force and effect. The waiver by either party of a breach of any provision of this EULA in one instance shall not operate or be construed as a waiver of any subsequent breach of the same provision or any other provision of this EULA.

12.7 Notices. All notices required to be sent hereunder will be in writing and will be deemed to have been given when mailed by first class mail to the address shown on the relevant Order Form (If to Licensee) or to the Schneider Electric address shown on the relevant Order Form (If to Schneider Electric).

12.8 Assignment. Licensee may not assign this EULA, in whole or in part, without Schneider Electric's prior written consent. Any attempt to assign this EULA without such consent will be null and void. Schneider Electric may assign this EULA and all rights and obligations hereunder at any time upon written notice to Licensee. Subject to the foregoing, this EULA will bind and inure to the benefit of each party's permitted successors and assigns.

12.9 Injunctive Relief. A breach of any of the terms contained in this EULA may result in irreparable and continuing damage to Schneider Electric for which there may be no adequate remedy at law. Accordingly, you acknowledge and agree that Schneider Electric is therefore entitled to seek injunctive relief as well as such other and further relief as may be appropriate.

12.10 Survival. The Sections of this EULA that by their nature survive expiration or termination of the EULA include but are not limited to the following Sections, 2.2, 3, 7, 8, 9, 11.2 and 12.

12.11 Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

12.12 Contract Documents. The Contract Documents include this Agreement and the following attachments and exhibits which are incorporated herein by reference:

Exhibit:
1 Pricing Quotation
2 Schedule


In the event of a conflict between the terms of any of the Contract Documents and the terms of this Agreement, the terms of this Agreement control. In the event of a conflict between the terms of any Contract Documents, the terms of the documents control in the order listed above.

12.13 Entire Agreement. This EULA (together with any information from the Order Forms and License Files necessary to identify any specific restrictions applicable to Software licensed hereunder) constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, written or oral, concerning the subject matter of this EULA. This EULA may not be modified or amended except in a writing signed by an authorized representative of each party. It is expressly agreed that the terms of this EULA and any Order Form Issued by Schneider Electric will supersede the terms in any purchasing document submitted by Licensee; and the terms of any purchasing document are expressly rejected to the extent inconsistent with the terms of this EULA. If a copy of this EULA in a language other than English is included with the Software or Documentation, it is included for convenience and the English language version of this EULA will control.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date of the last signatory to this Agreement.

LICENSER: CITY OF COLUMBIA, MISSOURI

BY: 
Mike Matthes, City Manager

DATE: 11-27-17

ATTEST:

By: 
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: 
Nancy Thompson, City Counselor

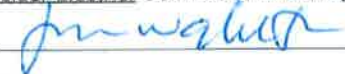
CERTIFICATION:

I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. 21100231-100-000-000278, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.


Michelle Nix, City Director of Finance

*Software,
Aug 17*

Schneider Electric: Schneider Electric Inc.

BY: 

PRINTED NAME: JAMES W GRIFFITH

TITLE: VP FINANCE

DATE: 12 JAN 2018

ATTEST:

BY: _____

TITLE: _____

EXHIBIT 1
PRICING QUOTATION



Quotation

Subject: Wonderware/ThinManager Software for Water Treatment Plant, Version 2017

Prepared For: Eric Worts
 City of Columbia, Missouri (Water)
 701 E. Broadway
 5th Floor
 Columbia MO 65201
 USA

Quote No: 273833
 Date: 7/25/2017

Eric:

Here is pricing for the Wonderware software we discussed for your Water Plant system with Version 2017 parts and pricing.

I believe we should have another 'white board' visit to go through exactly what is included and where it installs. This should help ensure we have everything covered and/or are not getting more than you'd need.

Line #	Part #	Description	Quantity	Unit Price	Ext. Price
<i>Wonderware Development Studio (Engineering Workstation)</i>					
1	DEVSTD-UNLIM	Development Studio Unlimited - includes Unlimited IO Galaxy and 60K tag InTouch.	1	\$12,530.00	\$12,530.00
<i>Wonderware System Platform (GR, AppEngines, Historian)</i>					
2	SysPlt-07-N-17	System Platform 2017, 25K IO/5K History - Application Server 25K IO, Historian Server Standard 5K Tag, 2 OI Server Standard, 1 InSight Client.	1	\$32,112.00	\$32,112.00
<i>Wonderware Intouch for System Platform TSE (Terminal Services Session for HMI) for Plant Environment</i>					
3	SupClt-03-N-17	Supervisory Client with Historian Client 2017, no MSCAL; enables both InTouch OMI client and the InTouch for System Platform technology	6	\$3,864.00	\$23,184.00
<i>Wonderware Intouch for System Platform Workstations for West Ash/South Pump View Engines (Platforms for City Hall Application Engines have NO COST)</i>					
4	SupClt-03-N-17	Supervisory Client with Historian Client 2017, no MSCAL; enables both InTouch OMI client and the InTouch for System Platform technology	2	\$3,864.00	\$7,728.00

Line #	Part #	Description	Quantity	Unit Price	Ext. Price
<i>Wonderware Historian Clients (Additional Data Retrieval from Historian) and CAL's for Plant Environment</i>					
5	HstCit-02-N-17	WW Historian Client 2017 Concurrent, 5 Pack	1	\$7,091.00	\$7,091.00
6	WWCAL-02-N-16	WW CAL without MS CAL, 5 Pack, SQL 2016 Std	1	\$1,635.00	\$1,635.00
<i>Wonderware Intouch AccessAnywhere (Read Only) for Corporate Users</i>					
7	SupCit-01-N-17	Supervisory Client ReadOnly with Historian Client 2017, no MSCAL; enables both InTouch OMI client and the InTouch for System Platform technology	20	\$1,913.00	\$38,260.00
<i>Wonderware Support</i>					
8	10-7001 L0	Wonderware Customer First for 12 months - Standard Level - Features software maintenance which includes access to patches and hotfixes as well as free version upgrades released during term of agreement, technical support via phone and email and advanced access to Wonderware's technical support website and training	1	\$20,832.00	\$20,832.00
<i>AutoSave for SystemPlatform</i>					
9	W-A4SP-25K-SG	AutoSave for System Platform, 25K IO, Single Galaxies, v3.x	1	\$5,750.00	\$5,750.00
10	10-7008	Customer FIRST for AutoSave	1	\$1,035.00	\$1,035.00
<i>ACP ThinManager and Support</i>					
11	9541-TMM-010-XLRM	ThinManager 10 Mirrored Pack MED Software 10 concurrent mirrored license pack. Features include: Relevance, MultiMonitor, WinTMC, MultiSession, SmartSession, IP and USB Camera support, Shadowing, Instant Failover, Redundant Ethernet, Virtual Screens. Physical Media Delivery.	1	\$15,960.00	\$15,960.00
12	9542-TM-PM-010	One-year Platform Maintenance Plan for TM-010, TMM-010, TMR-010.	1	\$2,000.00	\$2,000.00
<i>Dual Monitor Thin Clients</i>					
13	HMI-CSND1U-0000-A01H	AIS T-Box PC, Headless - Intel Celeron Quad-Core N2930 1.83GHz, 2GB RAM, 2 x LAN, 2 x USB, 1 x RS-232, 1 x RS-485/422/232, 1 x VGA, 1 x HDMI, 1 x Audio line-out, 24V DC, ThinManager BIOS-enabled, Compatible with ThinManager v7.0 and above	1	\$816.00	\$816.00
14	ML50.100	PULS- Power Supply, 50W, 120-240VAC 1PH, 24-28VDC, 2.1-1.8A	1	\$90.00	\$90.00
<i>21" Industrial Monitors</i>					

Line #	Part #	Description	Quantity	Unit Price	Ext. Price
15	M2100WT	Nematron Panel Mount M-Series Monitor, 21.5" SXGA (1920x1080) LCD, Touchscreen, Analog VGA or DVI input, integrated AC Power Supply, Aluminum Bezel, NEMA 4/4X/12, Class 1 Div 2 Approved, 2-year warranty, includes 10" VGA and Serial cables	1	\$1,895.00	\$1,895.00

Total: \$170,918.00

All purchase order terms are net 30 days F.O.B. factory. Credit cards are charged upon shipment of order. The freight and prepaid insurance will be added to the invoice with standard shipping via UPS ground. Surcharges may incur for special delivery and/or payment by credit card. Prices are firm for thirty days. After that time, costs may be subject to escalation in the event of a price increase by the manufacturer.

Please see the attached PDF for this quotation.
If you have any questions or concerns please contact me.

Sincerely,

Kris Kozielek
LOGIC Inc.

Please send POs to purchasing@logic-control.com or fax to (913) 764-2828.

Logic, Inc.
6085 Fee Fee Rd., Hazelwood, MO 63042
(314) 731-6610 (866) 536-6610 Toll free
FAX: (314) 731-6612

kris@logic-control.com

EXHIBIT 2

SCHEDULE

SCHEDULE TABLE OF CONTENTS

SCHEDULES	SCHEDULE TITLE
Schedule A	Avantis Asset Performance Suite
Schedule B	Foxboro Evo Process Automation System
Schedule C-1	SlmSci Application Software Programs
Schedule C-2	SlmSci Standard Software Programs
Schedule D-1	Wonderware Skelta BPM
Schedule D-2	Wonderware InTouch
Schedule D-3	Wonderware System Platform
Schedule D-4	Wonderware Development Studio
Schedule D-5	Wonderware Historian
Schedule D-6	Wonderware Historian Clients
Schedule D-7	Wonderware Information Server
Schedule D-8	Wonderware Operations
Schedule D-9	Wonderware Performance
Schedule D-10	Wonderware InBatch
Schedule D-11	Wonderware Municipal
Schedule D-12	Wonderware IntelaTrac
Schedule D-13	Wonderware CALs
Schedule D-14	Wonderware Intelligence Server
Schedule D-15	Wonderware Intelligence Clients
Schedule D-16	Wonderware QI Analyst
Schedule D-17	Wonderware Enterprise Integrator (WEI)
Schedule D-18	Wonderware Quality
Schedule D-19	Wonderware SmartGlance Software, Excel Connector and Related Services
Schedule D-20	Wonderware InTouch Machine Edition
Schedule D-21	Wonderware Recipe Manager Plus
Schedule D-22	Wonderware InduSoft Web Studio
Schedule E	Citect SCADA
Schedule F	Ampla

SCHEDULE A

Avantis Asset Performance Suite

ALL LICENSE RESTRICTIONS AND REQUIREMENTS CONTAINED IN SCHEDULE A ARE IN ADDITION TO AND NOT IN LIEU OF THE LICENSE RESTRICTIONS AND REQUIREMENTS SET FORTH IN THE EULA. UNLESS OTHERWISE DEFINED HEREIN, ALL CAPITALIZED TERMS SHALL HAVE THE MEANING SET FORTH IN THE EULA.

Licensee Name:		Agreement No:	
Address:		Date:	
		Schedule No:	
		Schedule Date:	
		Purchase Order Reference:	
		PSE:	

Licensee Contact:	
Telephone:	
Fax Number:	
Email Address:	

Ship to Address: (If different from Licensee contact address)	Invoice to Address: (If different from Licensee contact address)

Product	Product Description	# of Users	Price per Unit	Total Price

TOTAL LICENSE FEES : \$XXXX
ANNUAL SUPPORT FEES :\$XXXX
TOTAL FEES.: \$XXXX

Material to be delivered: (Software or Security or both)	
MAC Address:	
Number of Users for this Contract:	
Total Number of Concurrent Users:	
Software Support Period as defined In Proposal:	

This Schedule A is subject to the terms and conditions of the EULA and is not effective until signed by both parties.

SCHNEIDER ELECTRIC SOFTWARE, LLC

LICENSEE

By _____
Name _____
Title _____
Date _____

By _____
Name _____
Title _____
Date _____

SCHEDULE B

Foxboro Evo Process Automation System

ALL LICENSE RESTRICTIONS AND REQUIREMENTS CONTAINED IN SCHEDULE B ARE IN ADDITION TO AND NOT IN LIEU OF THE LICENSE RESTRICTIONS AND REQUIREMENTS SET FORTH IN THE EULA. UNLESS OTHERWISE DEFINED HEREIN, ALL CAPITALIZED TERMS SHALL HAVE THE MEANING SET FORTH IN THE EULA.

- 1. "Capacity"** means a specific licensed size criteria as described on the License Certificate and includes, among other measurements, Equipment counts, I/O Counts, Platform Counts, Session Counts, Tag Counts and Site Counts.
- 2. "Field Device"** means any physical instrument or device which communicates digitally with the automation system to sense and transmit process variable measurements, or manipulates process variables by positioning actuators or controlling drives.
- 3. "Fieldbus Protocols"** means the specific protocols which are licensed for use by the Field Device Manager Software, such as Foundation™ Fieldbus, Profibus Foxcom, or HART.
- 4. "License Certificate"** means a document included with the Software that may provide, among other things, specific information regarding Capacity, name of licensee and location where the Software is licensed for use, Device identification and Named Users.
- 5. "Local Field Device Manager User Interfaces"** means the number of computers on which the Field Device Manager Software may be installed plus the maximum Per Session Count Use of this Software with Terminal Services. The computers on which this Software is installed must also have either the Server or Client install of the Integrated Development Environment (IDE) pre-requisite Software.
- 6. "Sitewide Field Device Quantities"** means the maximum number of Field Devices configured and supervised, as defined by the number of Field Device tag instances of the licensed Fieldbus Protocol configured into the aggregate of all Foxboro Evo Control System configuration tools databases.

7. Field Device Manager Software Use and Restrictions.

The following restrictions are in addition to and not in lieu of the other license restrictions and requirements set forth in this EULA.

- (i) The number of computers upon which the Field Device Manager Software is installed is restricted to the number of Local Field Device Manager User Interfaces as specified in the appropriate S-Code model code license;
- (ii) The total number of Field Devices supervised by the Field Device Manager Software is restricted to the Sitewide Field Device Quantities as specified in the ordered license;
- (iii) The Fieldbus Protocols installed are restricted to those specified in the ordered S49 license; and,
- (iv) Field Device Manager Software is licensed to the user per the Capacity and protocol options as specified in this EULA and the ordered License Certificate.

SCHEDULE C-1

SlmSci Application Software Programs

ALL LICENSE RESTRICTIONS AND REQUIREMENTS CONTAINED IN SCHEDULE C-1 ARE IN ADDITION TO AND NOT IN LIEU OF THE LICENSE RESTRICTIONS AND REQUIREMENTS SET FORTH IN THE EULA. UNLESS OTHERWISE DEFINED HEREIN, ALL CAPITALIZED TERMS SHALL HAVE THE MEANING SET FORTH IN THE EULA.

EFFECTIVE DATE:	
LICENSED PROGRAM(s): This license covers the use of the herein mentioned licensed Software(s) as applied in the Software(herein called Application) as delivered by Seller under this Agreement and this Exhibit C-1. Use of the licensed PROGRAM in a modified version of the Software which has been expanded in scope to include other units or use of the licensed Software in other applications is expressly prohibited by this Agreement and this Exhibit C-1 without prior written consent by Seller.	
NUMBER OF CONCURRENT USERS (LAN):	
NUMBER OF COPIES (PC STANDALONE)	
LICENSED LOCATION(s):	
LICENSE TERM:	
LICENSE FEE:	
PROGRAM MAINTENANCE:	During the period covered by maintenance fees, Seller will provide Software maintenance. Software maintenance includes Technical Hot Line support by telephone, fax or email during regular business hours and Software updates when and if available. From time to time Seller may also provide new capabilities. These new capabilities will be made available to the Buyer and Seller reserves the right to charge an incremental License fee for said new capabilities. Buyer shall have the right to refuse said new capabilities.
TERM OF MAINTENANCE:	
MAINTENANCE FEE:	

This Exhibit is non-cancellable.

AGREED:

SCHNEIDER ELECTRIC SOFTWARE, LLC

BUYER

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

SCHEDULE C-2

SimSci Standard Software Programs

ALL LICENSE RESTRICTIONS AND REQUIREMENTS CONTAINED IN SCHEDULE C-2 ARE IN ADDITION TO AND NOT IN LIEU OF THE LICENSE RESTRICTIONS AND REQUIREMENTS SET FORTH IN THE EULA. UNLESS OTHERWISE DEFINED HEREIN, ALL CAPITALIZED TERMS SHALL HAVE THE MEANING SET FORTH IN THE EULA.

EFFECTIVE DATE:	
LICENSED PROGRAM(s):	
NUMBER OF COPIES (PC STANDALONE): PC Standalone is a single installation of the software used by PC one user at time on the same physical machine.	
NUMBER OF CONCURRENT USERS (LAN): PC WAN is a single installation of the software installed on a Wide Area Network Computer for use by concurrent users across 3 time zones or one continent where the software is installed.	
NUMBER OF CONCURRENT USERS (WAN): PC FTS (Follow the Sun) WAN is a single installation of the software installed on a Wide Area Network Computer for use by concurrent users across multiple time zones and/or continents.	
LICENSED LOCATION(s):	
LICENSE TERM:	
LICENSE FEE:	
SOFTWARE MAINTENANCE:	During the period covered by maintenance fees, Seller will provide Software maintenance. Software maintenance includes Technical Hot Line support by telephone, fax or email during regular business hours and Software updates when and if available. From time to time Seller may also provide new capabilities. These new capabilities will be made available to the Buyer and Seller reserves the right to charge an Incremental License fee for said new capabilities. Buyer shall have the right to refuse said new capabilities.
TERM OF MAINTENANCE:	
MAINTENANCE FEE:	
WARRANTY:	During the Term of this Exhibit C-2, the Software will conform to Seller's then current published Specifications, provided that the Software is properly used in full compliance with the documentation and instructions provided by Seller and that the Software is not modified or altered by the Buyer. If any defects are inherent in the Software, then Seller will make commercially reasonable efforts to correct the defect to conform to the published Specifications. Seller does not warrant that any or all failures or errors will be corrected or warrant that the functions contained in the Software will meet Buyer's requirements or will operate in the combinations selected by the Buyer.

This Exhibit is non-cancellable.

AGREED:

SCHNEIDER ELECTRIC SOFTWARE, LLC

BUYER

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

SCHEDULE D-1

Wonderware Skelta BPM

ALL LICENSE RESTRICTIONS AND REQUIREMENTS CONTAINED IN SCHEDULE D-1 ARE IN ADDITION TO AND NOT IN LIEU OF THE LICENSE RESTRICTIONS AND REQUIREMENTS SET FORTH IN THE EULA. UNLESS OTHERWISE DEFINED HEREIN, ALL CAPITALIZED TERMS SHALL HAVE THE MEANING SET FORTH IN THE EULA.

1. Definitions.

- 1.1 "Client"** means a Device running, accessing or utilizing, directly or indirectly, Server Software.
- 1.2 "Core"** means one unit of a physical or virtual processor as detected by the operating system.
- 1.3 "Device"** means any physical or virtual environment, node, Server, computer, or other digital workstation, electronic, cellular or smartphone, handheld computer, tablet PC, or computing equipment that runs, accesses, or utilizes the services of the Software.
- 1.4 "License Certificate"** means a document included with the Software that may provide, among other things, specific information regarding Capacity, name of licensee and location where the Software is licensed for use, Device identification and Named Users.
- 1.5 "Named Mobile User"** means a "Named User" (defined below) who has the right under the EULA to access a server through one or more devices operating under Microsoft Windows 8 RT, Apple iOS, Google Android or RIM BlackBerry OS or any other similar mobile operating system.
- 1.6 "Named User"** means an Individual person and is unique to the Individual. A Named User is not a particular logon name, a group, an organization, part of a company or organization, or any other non-person entity.
- 1.7 "Server"** means any Device that hosts Server Software and can be run, accessed, or used by another device.

2. Software Versions.

- 2.1 Wonderware Skelta BPM Standard Edition** allows connecting to a single instance to each of the following software components: Wonderware System Platform, Wonderware Intelligence, Wonderware MES, and Schneider Electric Avantis. Wonderware Skelta BPM Standard Edition supports up to 25 Named Users, and subsequently, up to 25 Named Mobile Users. There is no Core based licensing available for Wonderware Skelta BPM Standard Edition.
- 2.2 Wonderware Skelta BPM Enterprise Edition** allows connecting to one or more instances to each of the following software components: Wonderware System Platform, Wonderware Intelligence, Wonderware MES, and Schneider Electric Avantis.

There are two versions of Wonderware Skelta BPM Enterprise Edition:

Wonderware Skelta BPM Edition supports more than 25 Named Users. The Core based edition supports "unlimited" users. The License applied must match the number of Cores detected by the operating system.

Named Mobile Users must be added as needed. There is no Core licensing available for Mobile Users

- 2.3 Wonderware Skelta BPM Advanced Server Edition** is an extension of the Wonderware Skelta BPM Enterprise Edition. Wonderware Skelta BPM Advanced Server Edition utilizes at least 2 servers connected through dedicated network connections for the purpose of load balancing and high availability

Wonderware Skelta BPM Developer Edition is used for developing and testing of workflow solutions and strictly limited to non-production scenarios.

3. Additional Use Restrictions.

3.1 Wonderware Skelta BPM Developer Edition Software Use and Restrictions.

The Wonderware Skelta BPM Developer Edition license:

- (i) is limited by the number of developers and active workflows;
- (ii) has no limitations on the number of named users (i.e. contributors, participants or initiators of workflow);
- (iii) is strictly limited to non-production purposes;
- (iv) must not be used on a staging server or test server;
- (v) allows only a specific number of concurrent active workflows to be executed. The Software stops accepting more workflows if concurrency limits are exceeded - i.e. if more than the allowed number of workflows are either waiting or running; and,
- (vi) is subject to the same restrictions set forth in Section 5.

Additionally, the Wonderware Skelta BPM Developer Edition license is required:

- (I) for each Device where Wonderware Skelta BPM Developer Edition Software is installed and used for development purposes including but not limited to the machine in the build environment;
- (II) for any development extending the core functionality of Wonderware Skelta BPM Software (for example using Visual Studio); and,
- (III) even if Licensee has already purchased a license for deployment edition Software such as Wonderware Skelta BPM Standard or Enterprise Server Software and Wonderware Skelta BPM Advanced Server Edition Software.

The Licensee is responsible for purchasing any necessary third party licenses to extend the core functionality of the software.

3.2 Wonderware Skelta BPM Standard, Enterprise and Advanced Server Edition Software Use and Restrictions.

For Named User Based License Scenarios:

- (I) a Named User Client License is required for each Named User accessing a Repository connecting to the Server or participating in the workflow. (Standard or Enterprise);
- (II) a Client Access License is included in each Named User Client License;
- (III) a Named User Client License is required for purchasing a Named Mobile User License; and,
- (IV) a Client Access License for a Named Mobile User is provided through the Named User Client License.

For Core Based Server Licenses:

- (I) an unlimited number of users can access the Server;
- (II) use of the Software is limited by the number of Cores as defined in the authorization key, Order Form or License File or as identified in the operating system;
- (III) the Software must not be used as a hosting solution for third parties; and,
- (IV) a similar per core Client Access License is required for each Server when purchasing a Core based Server License.

4. Software License.

4.1 Device and Server Software Grant.

If you have licensed the Software on a Per Server/Core basis the Software may be installed on a single Server that will be the designated Device hereunder. The services of the Server Software are considered to be accessed or utilized when there is a direct or indirect connection between a Device and the Server Software running on the Server (regardless whether the Server Software is accessed or utilized using the Device Software, third party software or an application developed by the Licensee). Alternatively, if access to the Server Software is licensed for use on a Named User basis, then each Named User can access a single instance of the services of the Server from any Device with each Named User Client License purchased. Client Access Licenses authorize access or use of only the specific Server Software associated with such Named User Client License. If any Software is licensed on a Per Server Use basis, and accesses any database or data source, the Licensee must purchase the required access license for each database or data source accessed. Failure of a Licensee to purchase the required database or data source license is a breach of this EULA. If the Server Software is licensed on a Per Core Use basis, then for each processor (represented by a number of cores) residing on the Server, a separate Per Processor Client Access License must be purchased. A Per Core license will allow an unlimited number of Devices or Users to access the services of the Server running the Server Software as long as a Per Core license has been purchased, pursuant to the Order Form, License File, or License Certificate, for each processor running on the Server.

5. Wonderware Development Studio and Advanced Development Studio Use and Restrictions.

Wonderware Development Studio includes application development tools that are used to develop applications for deployment of the Wonderware System Platform Software, Wonderware InTouch and other Schneider Electric runtime applications such as Wonderware Skelta BPM (if configured as such) as well as tools to configure Wonderware Historian. Wonderware Development Studio Software is licensed solely on a Per Device basis. The Wonderware Development Studio Software may only be used to develop a specific application, and may not be used to run the application in a production environment except for Wonderware Historian, InTouch Runtime, ActiveFactory, I/O Servers, and InControl if located on the same device as the Development License.

SCHEDULE D-2

Wonderware InTouch

ALL LICENSE RESTRICTIONS AND REQUIREMENTS CONTAINED IN SCHEDULE D-2 ARE IN ADDITION TO AND NOT IN LIEU OF THE LICENSE RESTRICTIONS AND REQUIREMENTS SET FORTH IN THE EULA. UNLESS OTHERWISE DEFINED HEREIN, ALL CAPITALIZED TERMS SHALL HAVE THE MEANING SET FORTH IN THE EULA.

1. Definitions.

1.1 "CAL" (Client Access License) means a usage license required for each Client that runs, accesses or utilizes, directly or indirectly, Software running on a Server.

1.2 "Capacity" means a specific licensed size criteria as described on the License Certificate and includes, among other measurements, Equipment counts, I/O Counts, Platform Counts, Session Counts, Tag Counts and Site Counts.

1.3 "Client" means a Device running, accessing or utilizing, directly or indirectly, Server Software.

1.4 "Device" means any physical or virtual environment, node, Server, computer, or other digital workstation, electronic, cellular, or computing equipment that runs, accesses, or utilizes the services of the Software.

1.5 "Failover" means two or more Devices connected wherein one Device is actively utilizing the services of the Software at any instant and the second Device in the application is passive i.e. not utilizing the services of the Software. Further, once the active Device stops utilizing the services of the Software (for a reason of a failure or the Device is taken off line) the passive Device begins to utilize the services of the Software, becoming active.

1.6 "License Certificate" means a document included with the Software that may provide, among other things, specific information regarding Capacity, name of licensee and location where the Software is licensed for use, Device Identification and Named Users.

1.7 "Load Balance" (or Load Balancing) means Software services are actively distributed and utilized across multiple connected Devices at any instant.

1.8 "Per Server Use", also called "concurrent use", means Software licensing wherein the Software may be installed on a unlimited number of Devices provided however that the number of Devices utilizing the services of the Software residing on a single Server is limited by the number of Per Server access licenses purchased as defined in the Order Form, License File, or License Certificate.

1.9 "Platform Count" means the number of Devices which are licensed to host the "Platform".

1.10 "Pre-Production Release" means Software which has not completed Schneider Electric's formal release requirements and includes beta software, Hot Fixes and SUPs.

1.11 "Repository" means a logical or physical database or means of grouping and/or storing workflows.

1.12 "Runtime Report" means a discrete report active in the Software.

1.13 "Server" means any Device that hosts Server Software and can be run, accessed, or used by another Device.

1.14 "Session Count" means the number of licensed Schneider Electric-based, Microsoft Terminal Services ("TS") Sessions.

1.15 "Tag" means a representation of an internal or external data value or calculation result.

1.16 "Tag Count" means the number of internal or external data points or calculations resulting from the Tags that are being monitored, processed, or utilized by the Software.

2. Software License.

2.1 Device and Server Software Grant. If you have licensed the Software on a Per Server/Concurrent Use basis, the Software may be installed on a single Server that will be the designated Device hereunder, and the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of concurrent sessions specified in the License File. The services of the Server Software are considered to be accessed or utilized when there is a direct or indirect connection between a Device and the Server Software running on the Server (regardless whether the Server Software is accessed or utilized using the Device Software, third party software or an application developed by the Licensee). If the Server Software is licensed on a Per Device Use basis, then a separate CAL must be purchased for each specific Device that accesses or utilizes Server Software (which may access or utilize the services of the Server Software on any number of Servers running the Server Software) and each Per Device CAL must be dedicated to a single Device. If the Server Software is licensed on a Per Named User basis, then the allocation and identification of the individual Named User must be maintained by Licensee on file at Licensee's location for a minimum of thirty (30) days before

the allocation and Identification of the Named User can be moved or transferred to a different, separate and unique Individual. The Identified Named User may activate only one instance of the services of a Server from any Device at any location at any given point in time. Multiple simultaneous instance activations of the services of a Server by a Named User requires an equal multiple number of Named User CALs. If the Server Software is licensed on a Per Server Use basis, then the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is equal to the number of Device CALs that have been purchased and designated for use for each Device with that Server. Alternatively if access to the Server Software is licensed for use on a Named User basis, then each Named User can access a single Instance of the services of the Server from any Device with each Named User CAL purchased. CALs authorize access or use of only the specific Server Software associated with such CAL. If any Software is licensed on a Per Server Use basis, and accesses any database or data source, the Licensee must purchase the required access license for each database or data source accessed. Failure of a Licensee to purchase the required database or data source license is a breach of this EULA. If the Server Software is licensed on a Per Processor Use basis, then for each processor residing on the Server, a separate Per Processor use license must be purchased. A Per Processor license will allow an unlimited number of Devices to access the services of the Server running the Server Software as long as a Per Processor license has been purchased, pursuant to the Order Form, License File, or License Certificate, for each processor running on the Server. If the Software is licensed on a Per Session Count Use basis, then the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of Sessions specified in the License File.

2.2 Equipment Count License Grant. Certain components of the Software are licensed according to the Equipment count. The maximum amount of Equipment that Licensee may capture information about according to established functional requirements is limited to the number of Equipment specified for the Software licensed hereunder as specified in the License File, Order Form or License Certificate.

2.3 Runtime Report License Grant. If the Software is licensed on a Runtime Report basis, the maximum number of Runtime Reports utilized by Licensee per Server is limited to the Runtime Report count for the Software as specified in the License File, Order Form or License Certificate.

3. License Restrictions.

3.1 Use Restrictions. Licensee may transfer the Software from one designated Device or Application Name Space to another for application development or for operation of the Software provided that: (I) the Software (including the License Files) is completely removed from the initial designated Device or Application Name Space prior to installing the Software on the second computer or Application Name Space, and (II) the end-user identification information (including the identification and location of the Designated Device) contained within the License File remains accurate. The Software may only be used on one Device or Application Name Space at a time, and the component parts of the Software may not be separated for use on more than one Device.

3.2 Terminal Server Edition Technology. If Licensee uses Terminal Server Edition or other technology to run two or more instances (copies) of the same Software on a single Server or Device then a separate license must be purchased for each instance (copy) of the Software being run.

3.3 Runtime Restriction. If the Software licensed hereunder is for "Runtime" use, then it may only be used to run a specific application, and may not be used either (a) to develop, and/or (b) in conjunction with, new applications, databases, or tables other than those contained in the specific application to which the "Runtime" license relates. This provision does not prohibit Licensee from using a tool to run queries or reports from existing tables, or from using a separately licensed development environment to configure or extend such specific application.

4. Toolkit Software. Certain Toolkit Software may include limited portions in source code (human-readable) form for which modifications are not supported by Schneider Electric.

SCHEDULE D-3

Wonderware System Platform

ALL LICENSE RESTRICTIONS AND REQUIREMENTS CONTAINED IN SCHEDULE D-3 ARE IN ADDITION TO AND NOT IN LIEU OF THE LICENSE RESTRICTIONS AND REQUIREMENTS SET FORTH IN THE EULA. UNLESS OTHERWISE DEFINED HEREIN, ALL CAPITALIZED TERMS SHALL HAVE THE MEANING SET FORTH IN THE EULA.

1. Definitions.

1.1 "Application Name Space" means a system of unique application objects (representing physical, logical, or graphical entities) that interact or are used with the Software.

1.2 "CAL" (Client Access License) means a usage license required for each Client that runs, accesses or utilizes, directly or indirectly, Software running on a Server.

1.3 "Capacity" means a specific licensed size criteria as described on the License Certificate and includes, among other measurements, Equipment counts, I/O Counts, Platform Counts, Session Counts, Tag Counts and Site Counts.

1.4 "Client" means a Device running, accessing or utilizing, directly or indirectly, Server Software.

1.5 "Device" means any physical or virtual environment, node, Server, computer, or other digital workstation, electronic, cellular, or computing equipment that runs, accesses, or utilizes the services of the Software.

1.6 "I/O Count" means the maximum number of unique external data points that the Software is licensed to monitor at any given time.

1.7 "License Certificate" means a document included with the Software that may provide, among other things, specific information regarding Capacity, name of licensee and location where the Software is licensed for use, Device identification and Named Users.

1.8 "Per Device Use", also called "Per Seat Use" means Device licensing as specified in the Order Form, License File, or License Certificate wherein a Device is licensed to access or utilize the services of the Server Software on an unlimited number of Servers running the Server Software. Licensee must purchase a Per Device ("Per Seat") License for each Device licensed for Per Device Use. This type of license is installed locally on the Device.

1.9 "Per Named Device" means Server Software licensed wherein one Named Device is licensed to access or utilize the services of the Server Software on an unlimited number of Servers running the Server Software.

1.10 "Platform" means Software that is required in order for a Device to operate with Wonderware Application Server Software.

1.11 "Platform Count" means the number of Devices which are licensed to host the "Platform".

1.12 "Pre-Production Release" means Software which has not completed Schneider Electric's formal release requirements and includes beta software, Hot Fixes and SUPs.

1.13 "Repository" means a logical or physical database or means of grouping and/or storing workflows.

1.14 "Server" means any Device that hosts Server Software and can be run, accessed, or used by another Device.

1.15 "Server Software" means those components of, or programs in, the Software that provide services on a Device called a Server on which services may be run, accessed or used by another Device.

2. Software License.

2.1 Device and Server Software Grant. If you have licensed the Software on a Per Server/Concurrent Use basis, the Software may be installed on a single Server that will be the designated Device hereunder, and the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of concurrent sessions specified in the License File. The services of the Server Software are considered to be accessed or utilized when there is a direct or indirect connection between a Device and the Server Software running on the Server (regardless whether the Server Software is accessed or utilized using the Device Software, third party software or an application developed by the Licensee). If the Server Software is licensed on a Per Device Use basis, then a separate CAL must be purchased for each specific Device that accesses or utilizes Server Software (which may access or utilize the services of the Server Software on any number of Servers running the Server Software) and each Per Device CAL must be dedicated to a single Device. If the Server Software is licensed on a Per Named User basis, then the allocation and identification of the

Individual Named User must be maintained by Licensee on file at Licensee's location for a minimum of thirty (30) days before the allocation and identification of the Named User can be moved or transferred to a different, separate and unique individual. The identified Named User may activate only one instance of the services of a Server from any Device at any location at any given point in time. Multiple simultaneous instance activations of the services of a Server by a Named User requires an equal multiple number of Named User CALs. If the Server Software is licensed on a Per Server Use basis, then the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is equal to the number of Device CALs that have been purchased and designated for use for each Device with that Server. Alternatively if access to the Server Software is licensed for use on a Named User basis, then each Named User can access a single instance of the services of the Server from any Device with each Named User CAL purchased. CALs authorize access or use of only the specific Server Software associated with such CAL. If any Software is licensed on a Per Server Use basis, and accesses any database or data source, the Licensee must purchase the required access license for each database or data source accessed. Failure of a Licensee to purchase the required database or data source license is a breach of this EULA. If the Server Software is licensed on a Per Processor Use basis, then for each processor residing on the Server, a separate Per Processor use license must be purchased. A Per Processor license will allow an unlimited number of Devices to access the services of the Server running the Server Software as long as a Per Processor license has been purchased, pursuant to the Order Form, License File, or License Certificate, for each processor running on the Server. If the Software is licensed on a Per Session Count Use basis, then the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of Sessions specified in the License File.

3. License Restrictions.

3.1 Use Restrictions. Licensee may transfer the Software from one designated Device or Application Name Space to another for application development or for operation of the Software provided that: (i) the Software (including the License Files) is completely removed from the initial designated Device or Application Name Space prior to installing the Software on the second computer or Application Name Space, and (ii) the end-user identification information (including the identification and location of the Designated Device) contained within the License File remains accurate. The Software may only be used on one Device or Application Name Space at a time, and the component parts of the Software may not be separated for use on more than one Device.

3.2 Multiplexing and Pooling. Use of software or hardware that reduces the number of users directly or indirectly accessing or utilizing Server Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of CALs required. The required number of CALs would equal the number of distinct inputs to the multiplexing or pooling software or hardware "front end".

3.3 Wonderware System Platform Software. A Wonderware System Platform Software license is limited by (i) the size of the Application Name Space, which in turn is limited by the I/O Count, or the Site Count, as defined in the License File, License Certificate or Order Form, and (ii) the number of separate Devices which the Wonderware System Platform can be physically distributed across, which in turn is limited by the Platform Count as defined in the License File, License Certificate or Order Form, and (iii) the number of TS Sessions which the Wonderware System Platform can be physically distributed across, which in turn is limited by the TS Session Count as defined in the License Certificate or Order Form. Additionally, (i) the Wonderware System Platform license contains Software which can be installed on multiple computers, (ii) the Software contained in the license cannot be separated or upgraded separately from the Wonderware System Platform license and (iii) the license must be used within a single Application Name Space.

3.4 Wonderware Information Server (formerly SuiteVoyager™). If the Software licensed by Licensee hereunder includes a license for Software known as Wonderware Information Server, then the Licensee's access to Wonderware Information Server is limited by Per Server Use. Under Per Server Use the Licensee must purchase a Wonderware Information Server CAL which limits the number of Devices and/or Users accessing or utilizing the services of Wonderware Information Server. If Licensee's use of Wonderware Information Server requires the access of any database, Licensee must purchase the required access license for each database accessed.

3.5 Galaxy Repository (GR) Access. The use of the Galaxy Repository (GR) Access Interface and associated .DLLs by a Non-Schneider Electric client application is restricted to the physical device where the Development Studio License is located.

4. Toolkit Software. Certain Toolkit Software may include limited portions in source code (human-readable) form for which modifications are not supported by Schneider Electric.

SCHEDULE D-4

Wonderware Development Studio

ALL LICENSE RESTRICTIONS AND REQUIREMENTS CONTAINED IN SCHEDULE D-4 ARE IN ADDITION TO AND NOT IN LIEU OF THE LICENSE RESTRICTIONS AND REQUIREMENTS SET FORTH IN THE EULA. UNLESS OTHERWISE DEFINED HEREIN, ALL CAPITALIZED TERMS SHALL HAVE THE MEANING SET FORTH IN THE EULA.

1. Definitions.

1.1 "CAL" (Client Access License) means a usage license required for each Client that runs, accesses or utilizes, directly or indirectly, Software running on a Server.

1.2 "Capacity" means is a specific licensed size criteria as described on the License Certificate and includes, among other measurements, Equipment counts, I/O Counts, Platform Counts, Session Counts, Tag Counts and Site Counts.

1.3 "Client" means a Device running, accessing or utilizing, directly or indirectly, Server Software.

1.4 "Device" means any physical or virtual environment, node, Server, computer, or other digital workstation, electronic, cellular, or computing equipment that runs, accesses, or utilizes the services of the Software.

1.5 "License Certificate" means a document included with the Software that may provide, among other things, specific information regarding Capacity, name of licensee and location where the Software is licensed for use, Device Identification and Named Users.

1.6 "Per Device Use", also called "Per Seat Use" means Device licensing as specified in the Order Form, License File, or License Certificate wherein a Device is licensed to access or utilize the services of the Server Software on an unlimited number of Servers running the Server Software. Licensee must purchase a Per Device ("Per Seat") License for each Device licensed for Per Device Use. This type of license is installed locally on the Device.

1.7 "Per Session Count Use" means Server licensing used in a Terminal Server Edition technology environment wherein the number of Devices accessing or utilizing the services of the Software residing on a single Server at a given point in time is limited by the number of Sessions specified in the license purchased as defined in the Order Form, License File, or License Certificate. Per Session Count Use applies to Terminal Server Edition technology.

1.8 "Pre-Production Release" means Software which has not completed Schneider Electric's formal release requirements and includes beta software, Hot Fixes and SUPs.

1.9 "Session Count" means the number of licensed Schneider Electric-based, Microsoft Terminal Services ("TS") Sessions.

1.10 "Tag" means a representation of an internal or external data value or calculation result.

1.11 "Tag Count" means the number of internal or external data points or calculations resulting from the Tags that are being monitored, processed, or utilized by the Software.

1.12 "Toolkit Software" means Software designated by Schneider Electric on the Order Form and License File as a "Toolkit" software product and which may include compiled computer code and portions of source code which may be used by the Licensee to extend the functionality of the Software.

1.13 "Update" means: (a) supplemental programs, if and when developed and distributed by Schneider Electric, that may contain bug fixes or improved program functions for the Software; and (b) a subsequent release of the Software, if and when developed by Schneider Electric, which Schneider Electric generally makes available for licensees that have an Annual Support Agreement (sold separately). An Update does not include any release, new version, option, or future product, which Schneider Electric licenses separately.

2. Software License.

2.1 Device and Server Software Grant. If you have licensed the Software on a Per Server/Concurrent Use basis, the Software may be installed on a single Server that will be the designated Device hereunder, and the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of concurrent sessions specified in the License File. The services of the Server Software are considered to be accessed or utilized when there is a direct or indirect connection between a Device and the Server Software running on the Server (regardless

whether the Server Software is accessed or utilized using the Device Software, third party software or an application developed by the Licensee). If the Server Software is licensed on a Per Device Use basis, then a separate CAL must be purchased for each specific Device that accesses or utilizes Server Software (which may access or utilize the services of the Server Software on any number of Servers running the Server Software) and each Per Device CAL must be dedicated to a single Device. If the Server Software is licensed on a Per Named User basis, then the allocation and identification of the individual Named User must be maintained by Licensee on file at Licensee's location for a minimum of thirty (30) days before the allocation and identification of the Named User can be moved or transferred to a different, separate and unique individual. The identified Named User may activate only one instance of the services of a Server from any Device at any location at any given point in time. Multiple simultaneous instance activations of the services of a Server by a Named User requires an equal multiple number of Per Named User CALs. If the Server Software is licensed on a Per Server Use basis, then the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is equal to the number of Device CALs that have been purchased and designated for use for each Device with that Server. Alternatively if access to the Server Software is licensed for use on a Named User basis, then each Named User can access a single instance of the services of the Server from any Device with each Named User CAL purchased. CALs authorize access or use of only the specific Server Software associated with such CAL. If any Software is licensed on a Per Server Use basis, and accesses any database or data source, the Licensee must purchase the required access license for each database or data source accessed. Failure of a Licensee to purchase the required database or data source license is a breach of this EULA. If the Server Software is licensed on a Per Processor Use basis, then for each processor residing on the Server, a separate Per Processor use license must be purchased. A Per Processor license will allow an unlimited number of Devices to access the services of the Server running the Server Software as long as a Per Processor license has been purchased, pursuant to the Order Form, License File, or License Certificate, for each processor running on the Server. If the Software is licensed on a Per Session Count Use basis, then the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of Sessions specified in the License File.

2.2 Runtime Report License Grant. If the Software is licensed on a Runtime Report basis, the maximum number of Runtime Reports utilized by Licensee per Server is limited to the Runtime Report count for the Software as specified in the License File, Order Form or License Certificate.

3. License Restrictions.

3.1 Use Restrictions. Licensee may transfer the Software from one designated Device or Application Name Space to another for application development or for operation of the Software provided that: (i) the Software (including the License Files) is completely removed from the initial designated Device or Application Name Space prior to installing the Software on the second computer or Application Name Space, and (ii) the end-user identification information (including the identification and location of the Designated Device) contained within the License File remains accurate. The Software may only be used on one Device or Application Name Space at a time, and the component parts of the Software may not be separated for use on more than one Device.

3.2 Toolkit Software Restrictions and Rights. A Toolkit Software license provides the ability to extend Software within the limits of the specific Toolkit License as defined in the License Certificate. Subject to the then current Schneider Electric licensing requirements, Licensee may further distribute the application created with the Toolkit Software with other third party users of Software provided that Licensee: (i) includes Schneider Electric's copyright and other proprietary rights notices; (ii) indemnifies, holds harmless and defends Schneider Electric and its suppliers from and against any claims or lawsuits, including attorney's fees, that arise or result from the use or distribution of the I/O servers, Extension Tools, SDK Tools or Licensee's products; (iii) agrees that all such items are provided "AS IS" without warranty of any kind, and (iv) otherwise comply with the terms and limitations of this EULA.

3.3 Terminal Server Edition Technology. If Licensee uses Terminal Server Edition or other technology to run two or more instances (copies) of the same Software on a single Server or Device then a separate license must be purchased for each instance (copy) of the Software being run.

3.4 Runtime Restriction. If the Software licensed hereunder is for "Runtime" use, then it may only be used to run a specific application, and may not be used either (a) to develop, and/or (b) in conjunction with, new applications, databases, or tables other than those contained in the specific application to which the "Runtime" license relates. This provision does not prohibit Licensee from using a tool to run queries or reports from existing tables, or from using a separately licensed development environment to configure or extend such specific application.

3.5 Wonderware Development Studio and Advanced Development Studio Use and Restrictions. Wonderware Development Studio includes application development tools that are used to develop applications for deployment of the Wonderware System Platform Software, Wonderware InTouch and other Schneider Electric runtime applications as well as tools to configure Wonderware Historian. Wonderware Development Studio Software is licensed solely on a Per Device basis. The Wonderware Development Studio Software may only be used to develop a specific application, and may not be used to run the application in a production environment except for Wonderware Historian, InTouch Runtime, ActiveFactory, I/O Servers, and InControl if located on the same device as the Development License.

4. Toolkit Software. Certain Toolkit Software may include limited portions in source code (human-readable) form for which modifications are not supported by Schneider Electric.

SCHEDULE D-5

Wonderware Historian

ALL LICENSE RESTRICTIONS AND REQUIREMENTS CONTAINED IN SCHEDULE D-5 ARE IN ADDITION TO AND NOT IN LIEU OF THE LICENSE RESTRICTIONS AND REQUIREMENTS SET FORTH IN THE EULA. UNLESS OTHERWISE DEFINED HEREIN, ALL CAPITALIZED TERMS SHALL HAVE THE MEANING SET FORTH IN THE EULA.

1. Definitions.

1.1 "CAL" (Client Access License) means a usage license required for each Client that runs, accesses or utilizes, directly or indirectly, Software running on a Server.

1.2 "Capacity" means is a specific licensed size criteria as described on the License Certificate and includes, among other measurements, Equipment counts, I/O Counts, Platform Counts, Session Counts, Tag Counts and Site Counts.

1.3 "Device" means any physical or virtual environment, node, Server, computer, or other digital workstation, electronic, cellular, or computing equipment that runs, accesses, or utilizes the services of the Software.

1.4 "License Certificate" means a document included with the Software that may provide, among other things, specific information regarding Capacity, name of licensee and location where the Software is licensed for use, Device Identification and Named Users.

1.5 "Per Named Device" means Server Software licensed wherein one Named Device is licensed to access or utilize the services of the Server Software on an unlimited number of Servers running the Server Software.

1.6 "Platform" means Software that is required in order for a Device to operate with Wonderware Application Server Software.

1.7 "Pre-Production Release" means Software which has not completed Schneider Electric's formal release requirements and includes beta software, Hot Fixes and SUPs.

1.8 "Server" means any Device that hosts Server Software and can be run, accessed, or used by another Device.

1.9 "Server Software" means those components of, or programs in, the Software that provide services on a Device called a Server on which services may be run, accessed or used by another Device.

1.10 "Tag" means a representation of an internal or external data value or calculation result.

1.11 "Tag Count" means the number of internal or external data points or calculations resulting from the Tags that are being monitored, processed, or utilized by the Software.

2. Software License.

2.1 Device and Server Software Grant. If you have licensed the Software on a Per Server/Concurrent Use basis, the Software may be installed on a single Server that will be the designated Device hereunder, and the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of concurrent sessions specified in the License File. The services of the Server Software are considered to be accessed or utilized when there is a direct or indirect connection between a Device and the Server Software running on the Server (regardless whether the Server Software is accessed or utilized using the Device Software, third party software or an application developed by the Licensee). If the Server Software is licensed on a Per Device Use basis, then a separate CAL must be purchased for each specific Device that accesses or utilizes Server Software (which may access or utilize the services of the Server Software on any number of Servers running the Server Software) and each Per Device CAL must be dedicated to a single Device. If the Server Software is licensed on a Per Named User basis, then the allocation and identification of the individual Named User must be maintained by Licensee on file at Licensee's location for a minimum of thirty (30) days before the allocation and identification of the Named User can be moved or transferred to a different, separate and unique individual. The identified Named User may activate only one instance of the services of a Server from any Device at any location at any given point in time. Multiple simultaneous instance activations of the services of a Server by a Named User requires an equal multiple number of Named User CALs. If the Server Software is licensed on a Per Server Use basis, then the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is equal to the number of Device CALs that have been purchased and designated for use for each Device with that Server. Alternatively if access to the Server Software is licensed for use on a Named User basis, then each Named User can access a single instance of the services of the Server from any Device with each Named User CAL purchased. CALs authorize access or use of only the

specific Server Software associated with such CAL. If any Software is licensed on a Per Server Use basis, and accesses any database or data source, the Licensee must purchase the required access license for each database or data source accessed. Failure of a Licensee to purchase the required database or data source license is a breach of this EULA. If the Server Software is licensed on a Per Processor Use basis, then for each processor residing on the Server, a separate Per Processor use license must be purchased. A Per Processor license will allow an unlimited number of Devices to access the services of the Server running the Server Software as long as a Per Processor license has been purchased, pursuant to the Order Form, License File, or License Certificate, for each processor running on the Server. If the Software is licensed on a Per Session Count Use basis, then the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of Sessions specified in the License File.

3. License Restrictions.

3.1 Use Restrictions. Licensee may transfer the Software from one designated Device or Application Name Space to another for application development or for operation of the Software provided that: (i) the Software (including the License Files) is completely removed from the initial designated Device or Application Name Space prior to installing the Software on the second computer or Application Name Space, and (ii) the end-user identification information (including the identification and location of the Designated Device) contained within the License File remains accurate. The Software may only be used on one Device or Application Name Space at a time, and the component parts of the Software may not be separated for use on more than one Device. Licensee will not, nor will Licensee permit others to, modify, adapt, translate, reverse engineer, decompile or disassemble the Software or any component thereof (including the Documentation), or create derivative works based on the Software (including the Documentation), except to the extent such foregoing restriction is agreed to in writing by Schneider Electric or prohibited by applicable law.

3.2 Multiplexing and Pooling. Use of software or hardware that reduces the number of users directly or indirectly accessing or utilizing Server Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of CALs required. The required number of CALs would equal the number of distinct inputs to the multiplexing or pooling software or hardware "front end".

3.3 Wonderware Information Server (formerly SuiteVoyager™). If the Software licensed by Licensee hereunder includes a license for Software known as Wonderware Information Server, then the Licensee's access to Wonderware Information Server is limited by Per Server Use. Under Per Server Use the Licensee must purchase a Wonderware Information Server CAL which limits the number of Devices and/or Users accessing or utilizing the services of Wonderware Information Server. If Licensee's use of Wonderware Information Server requires the access of any database, Licensee must purchase the required access license for each database accessed.

4. Toolkit Software. Certain Toolkit Software may include limited portions in source code (human-readable) form for which modifications are not supported by Schneider Electric.

SCHEDULE D-6

Wonderware Historian Clients

ALL LICENSE RESTRICTIONS AND REQUIREMENTS CONTAINED IN SCHEDULE D-6 ARE IN ADDITION TO AND NOT IN LIEU OF THE LICENSE RESTRICTIONS AND REQUIREMENTS SET FORTH IN THE EULA. UNLESS OTHERWISE DEFINED HEREIN, ALL CAPITALIZED TERMS SHALL HAVE THE MEANING SET FORTH IN THE EULA.

1. Definitions.

1.1 "Client" means a Device running, accessing or utilizing, directly or indirectly, Server Software.

1.2 "Device" means any physical or virtual environment, node, Server, computer, or other digital workstation, electronic, cellular, or computing equipment that runs, accesses, or utilizes the services of the Software.

1.3 "License Certificate" means a document included with the Software that may provide, among other things, specific information regarding Capacity, name of licensee and location where the Software is licensed for use, Device identification and Named Users.

1.4 "Per Device Use", also called "Per Seat Use" means Device licensing as specified in the Order Form, License File, or License Certificate wherein a Device is licensed to access or utilize the services of the Server Software on an unlimited number of Servers running the Server Software. Licensee must purchase a Per Device ("Per Seat") License for each Device licensed for Per Device Use. This type of license is installed locally on the Device.

1.5 "Per Server Use", also called "concurrent use", means Software licensing wherein the Software may be installed on an unlimited number of Devices provided however that the number of Devices utilizing the services of the Software residing on a single Server is limited by the number of Per Server access licenses purchased as defined in the Order Form, License File, or License Certificate.

1.6 "Per Named Device" means Server Software licensed wherein one Named Device is licensed to access or utilize the services of the Server Software on an unlimited number of Servers running the Server Software.

1.7 "Per Named User" means Server Software licensed wherein one Named User using any Device is licensed to access or utilize the services of the Server Software on an unlimited number of Servers running the Server Software.

1.8 "Pre-Production Release" means Software which has not completed Schneider Electric's formal release requirements and includes beta software, Hot Fixes and SUPs.

2. Software License.

2.1 Device and Server Software Grant. If you have licensed the Software on a Per Server/Concurrent Use basis, the Software may be installed on a single Server that will be the designated Device hereunder, and the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of concurrent sessions specified in the License File. The services of the Server Software are considered to be accessed or utilized when there is a direct or indirect connection between a Device and the Server Software running on the Server (regardless whether the Server Software is accessed or utilized using the Device Software, third party software or an application developed by the Licensee). If the Server Software is licensed on a Per Device Use basis, then a separate CAL must be purchased for each specific Device that accesses or utilizes Server Software (which may access or utilize the services of the Server Software on any number of Servers running the Server Software) and each Per Device CAL must be dedicated to a single Device. If the Server Software is licensed on a Per Named User basis, then the allocation and identification of the individual Named User must be maintained by Licensee on file at Licensee's location for a minimum of thirty (30) days before the allocation and identification of the Named User can be moved or transferred to a different, separate and unique individual. The identified Named User may activate only one instance of the services of a Server from any Device at any location at any given point in time. Multiple simultaneous instance activations of the services of a Server by a Named User requires an equal multiple number of Named User CALs. If the Server Software is licensed on a Per Server Use basis, then the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is equal to the number of Device CALs that have been purchased and designated for use for each Device with that Server. Alternatively if access to the Server Software is licensed for use on a Named User basis, then each Named User can access a single instance of the services of the Server from any Device with each Named User CAL purchased. CALs authorize access or use of only the specific Server Software associated with such CAL. If any Software is licensed on a Per Server Use basis, and accesses any database or data source, the Licensee must purchase the required access license for each database or data source accessed. Failure of a Licensee to purchase the required database or data source license is a breach of this EULA. If the Server Software is licensed on a Per Processor Use basis, then for each processor residing on the Server, a separate Per Processor use license

must be purchased. A Per Processor license will allow an unlimited number of Devices to access the services of the Server running the Server Software as long as a Per Processor license has been purchased, pursuant to the Order Form, License File, or License Certificate, for each processor running on the Server. If the Software is licensed on a Per Session Count Use basis, then the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of Sessions specified in the License File.

3. License Restrictions.

3.1 Use Restrictions. Licensee may transfer the Software from one designated Device or Application Name Space to another for application development or for operation of the Software provided that: (i) the Software (including the License Files) is completely removed from the initial designated Device or Application Name Space prior to installing the Software on the second computer or Application Name Space, and (ii) the end-user identification information (including the identification and location of the Designated Device) contained within the License File remains accurate. The Software may only be used on one Device or Application Name Space at a time, and the component parts of the Software may not be separated for use on more than one Device.

4. Toolkit Software. Certain Toolkit Software may include limited portions in source code (human-readable) form for which modifications are not supported by Schneider Electric.

SCHEDULE D-7

Wonderware Information Server

ALL LICENSE RESTRICTIONS AND REQUIREMENTS CONTAINED IN SCHEDULE D-7 ARE IN ADDITION TO AND NOT IN LIEU OF THE LICENSE RESTRICTIONS AND REQUIREMENTS SET FORTH IN THE EULA. UNLESS OTHERWISE DEFINED HEREIN, ALL CAPITALIZED TERMS SHALL HAVE THE MEANING SET FORTH IN THE EULA.

1. Definitions.

1.1 "CAL" (Client Access License) means a usage license required for each Client that runs, accesses or utilizes, directly or indirectly, Software running on a Server.

1.2 "Capacity" means is a specific licensed size criteria as described on the License Certificate and includes, among other measurements, Equipment counts, I/O Counts, Platform Counts, Session Counts, Tag Counts and Site Counts.

1.3 "Client" means a Device running, accessing or utilizing, directly or indirectly, Server Software.

1.4 "Device" means any physical or virtual environment, node, Server, computer, or other digital workstation, electronic, cellular, or computing equipment that runs, accesses, or utilizes the services of the Software.

1.5 "License Certificate" means a document included with the Software that may provide, among other things, specific information regarding Capacity, name of licensee and location where the Software is licensed for use, Device Identification and Named Users.

1.6 "Per Server Use", also called "concurrent use", means Software licensing wherein the Software may be installed on an unlimited number of Devices provided however that the number of Devices utilizing the services of the Software residing on a single Server is limited by the number of Per Server access licenses purchased as defined in the Order Form, License File, or License Certificate.

1.7 "Per Named Device" means Server Software licensed wherein one Named Device is licensed to access or utilize the services of the Server Software on an unlimited number of Servers running the Server Software.

1.8 "Per Named User" means Server Software licensed wherein one Named User using any Device is licensed to access or utilize the services of the Server Software on an unlimited number of Servers running the Server Software.

1.9 "Platform" means Software that is required in order for a Device to operate with Wonderware Application Server Software.

1.10 "Pre-Production Release" means Software which has not completed Schneider Electric's formal release requirements and includes beta software, Hot Fixes and SUPs.

1.11 "Server" means any Device that hosts Server Software and can be run, accessed, or used by another Device.

1.12 "Server Software" means those components of, or programs in, the Software that provide services on a Device called a Server on which services may be run, accessed or used by another Device.

2. Software License.

2.1 Device and Server Software Grant. If you have licensed the Software on a Per Server/Concurrent Use basis, the Software may be installed on a single Server that will be the designated Device hereunder, and the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of concurrent sessions specified in the License File. The services of the Server Software are considered to be accessed or utilized when there is a direct or indirect connection between a Device and the Server Software running on the Server (regardless whether the Server Software is accessed or utilized using the Device Software, third party software or an application developed by the Licensee). If the Server Software is licensed on a Per Device Use basis, then a separate CAL must be purchased for each specific Device that accesses or utilizes Server Software (which may access or utilize the services of the Server Software on any number of Servers running the Server Software) and each Per Device CAL must be dedicated to a single Device. If the Server Software is licensed on a Per Named User basis, then the allocation and identification of the individual Named User must be maintained by Licensee on file at Licensee's location for a minimum of thirty (30) days before the allocation and identification of the Named User can be moved or transferred to a different, separate and unique individual. The identified Named User may activate only one instance of the services of a Server from any Device at any location at any given point in time. Multiple simultaneous instance activations of the services of a Server by a Named User requires an equal multiple number of Named User CALs. If the Server Software is licensed on a Per Server Use basis, then the maximum

number of Devices that may access or utilize the services of the Server Software at a given point in time is equal to the number of Device CALs that have been purchased and designated for use for each Device with that Server. Alternatively if access to the Server Software is licensed for use on a Named User basis, then each Named User can access a single instance of the services of the Server from any Device with each Named User CAL purchased. CALs authorize access or use of only the specific Server Software associated with such CAL. If any Software is licensed on a Per Server Use basis, and accesses any database or data source, the Licensee must purchase the required access license for each database or data source accessed. Failure of a Licensee to purchase the required database or data source license is a breach of this EULA. If the Server Software is licensed on a Per Processor Use basis, then for each processor residing on the Server, a separate Per Processor use license must be purchased. A Per Processor license will allow an unlimited number of Devices to access the services of the Server running the Server Software as long as a Per Processor license has been purchased, pursuant to the Order Form, License File, or License Certificate, for each processor running on the Server. If the Software is licensed on a Per Session Count Use basis, then the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of Sessions specified in the License File.

3. License Restrictions.

3.1 Use Restrictions. Licensee may transfer the Software from one designated Device or Application Name Space to another for application development or for operation of the Software provided that: (i) the Software (including the License Files) is completely removed from the initial designated Device or Application Name Space prior to installing the Software on the second computer or Application Name Space, and (ii) the end-user identification information (including the identification and location of the Designated Device) contained within the License File remains accurate. The Software may only be used on one Device or Application Name Space at a time, and the component parts of the Software may not be separated for use on more than one Device.

3.2 Wonderware Information Server (formerly SuiteVoyager™). If the Software licensed by Licensee hereunder includes a license for Software known as Wonderware Information Server, then the Licensee's access to Wonderware Information Server is limited by Per Server Use. Under Per Server Use the Licensee must purchase a Wonderware Information Server CAL which limits the number of Devices and/or Users accessing or utilizing the services of Wonderware Information Server. If Licensee's use of Wonderware Information Server requires the access of any database, Licensee must purchase the required access license for each database accessed.

4. Toolkit Software. Certain Toolkit Software may include limited portions in source code (human-readable) form for which modifications are not supported by Schneider Electric.

SCHEDULE D-8

Wonderware Operations

ALL LICENSE RESTRICTIONS AND REQUIREMENTS CONTAINED IN SCHEDULE D-8 ARE IN ADDITION TO AND NOT IN LIEU OF THE LICENSE RESTRICTIONS AND REQUIREMENTS SET FORTH IN THE EULA. UNLESS OTHERWISE DEFINED HEREIN, ALL CAPITALIZED TERMS SHALL HAVE THE MEANING SET FORTH IN THE EULA.

1. Definitions.

1.1 "CAL" (Client Access License) means a usage license required for each Client that runs, accesses or utilizes, directly or indirectly, Software running on a Server.

1.2 "Capacity" means is a specific licensed size criteria as described on the License Certificate and includes, among other measurements, Equipment counts, I/O Counts, Platform Counts, Session Counts, Tag Counts and Site Counts.

1.3 "Client" means a Device running, accessing or utilizing, directly or indirectly, Server Software.

1.4 "Device" means any physical or virtual environment, node, Server, computer, or other digital workstation, electronic, cellular, or computing equipment that runs, accesses, or utilizes the services of the Software.

1.5 "Equipment" means any physical asset, subcomponent or grouping thereof from which information is captured for use by a Software module(s) for which a functional requirement has been established.

1.6 "License Certificate" means a document included with the Software that may provide, among other things, specific information regarding Capacity, name of licensee and location where the Software is licensed for use, Device Identification and Named Users.

1.7 "Per Server Use", also called "concurrent use", means Software licensing wherein the Software may be installed on an unlimited number of Devices provided however that the number of Devices utilizing the services of the Software residing on a single Server is limited by the number of Per Server access licenses purchased as defined in the Order Form, License File, or License Certificate.

1.8 "Per Named Device" means Server Software licensed wherein one Named Device is licensed to access or utilize the services of the Server Software on an unlimited number of Servers running the Server Software.

1.9 "Per Named User" means Server Software licensed wherein one Named User using any Device is licensed to access or utilize the services of the Server Software on an unlimited number of Servers running the Server Software.

1.10 "Pre-Production Release" means Software which has not completed Schneider Electric's formal release requirements and includes beta software, Hot Fixes and SUPs.

1.11 "Server" means any Device that hosts Server Software and can be run, accessed, or used by another Device.

1.12 "Server Software" means those components of, or programs in, the Software that provide services on a Device called a Server on which services may be run, accessed or used by another Device.

2. Software License.

2.1 Device and Server Software Grant. If you have licensed the Software on a Per Server/Concurrent Use basis, the Software may be installed on a single Server that will be the designated Device hereunder, and the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of concurrent sessions specified in the License File. The services of the Server Software are considered to be accessed or utilized when there is a direct or indirect connection between a Device and the Server Software running on the Server (regardless whether the Server Software is accessed or utilized using the Device Software, third party software or an application developed by the Licensee). If the Server Software is licensed on a Per Device Use basis, then a separate CAL must be purchased for each specific Device that accesses or utilizes Server Software (which may access or utilize the services of the Server Software on any number of Servers running the Server Software) and each Per Device CAL must be dedicated to a single Device. If the Server Software is licensed on a Per Named User basis, then the allocation and identification of the individual Named User must be maintained by Licensee on file at Licensee's location for a minimum of 30 days before the allocation and identification of the Named User can be moved or transferred to a different, separate and unique individual. The identified Named User may activate only one instance of the services of a Server from any Device at any location at any given point in time. Multiple simultaneous instance activations of the services of a Server by a Named User requires an equal

multiple number of Named User CALs. If the Server Software is licensed on a Per Server Use basis, then the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is equal to the number of Device CALs that have been purchased and designated for use for each Device with that Server. Alternatively if access to the Server Software is licensed for use on a Named User basis, then each Named User can access a single Instance of the services of the Server from any Device with each Named User CAL purchased. CALs authorize access or use of only the specific Server Software associated with such CAL. If any Software is licensed on a Per Server Use basis, and accesses any database or data source, the Licensee must purchase the required access license for each database or data source accessed. Failure of a Licensee to purchase the required database or data source license is a breach of this EULA. If the Server Software is licensed on a Per Processor Use basis, then for each processor residing on the Server, a separate Per Processor use license must be purchased. A Per Processor license will allow an unlimited number of Devices to access the services of the Server running the Server Software as long as a Per Processor license has been purchased, pursuant to the Order Form, License File, or License Certificate, for each processor running on the Server. If the Software is licensed on a Per Session Count Use basis, then the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of Sessions specified in the License File.

2.2 Equipment Count License Grant. Certain components of the Software are licensed according to the Equipment count. The maximum amount of Equipment that Licensee may capture information about according to established functional requirements is limited to the number of Equipment specified for the Software licensed hereunder as specified in the License File, Order Form or License Certificate.

3. License Restrictions.

3.1 Use Restrictions. Licensee may transfer the Software from one designated Device or Application Name Space to another for application development or for operation of the Software provided that: (i) the Software (including the License Files) is completely removed from the initial designated Device or Application Name Space prior to installing the Software on the second computer or Application Name Space, and (ii) the end-user identification information (including the identification and location of the Designated Device) contained within the License File remains accurate. The Software may only be used on one Device or Application Name Space at a time, and the component parts of the Software may not be separated for use on more than one Device.

4. Toolkit Software. Certain Toolkit Software may include limited portions in source code (human-readable) form for which modifications are not supported by Schneider Electric.

SCHEDULE D-9

Wonderware Performance

ALL LICENSE RESTRICTIONS AND REQUIREMENTS CONTAINED IN SCHEDULE D-9 ARE IN ADDITION TO AND NOT IN LIEU OF THE LICENSE RESTRICTIONS AND REQUIREMENTS SET FORTH IN THE EULA. UNLESS OTHERWISE DEFINED HEREIN, ALL CAPITALIZED TERMS SHALL HAVE THE MEANING SET FORTH IN THE EULA.

1. Definitions.

1.1 "CAL" (Client Access License) means a usage license required for each Client that runs, accesses or utilizes, directly or indirectly, Software running on a Server.

1.2 "Capacity" means is a specific licensed size criteria as described on the License Certificate and includes, among other measurements, Equipment counts, I/O Counts, Platform Counts, Session Counts, Tag Counts and Site Counts.

1.3 "Client" means a Device running, accessing or utilizing, directly or indirectly, Server Software.

1.4 "Device" means any physical or virtual environment, node, Server, computer, or other digital workstation, electronic, cellular, or computing equipment that runs, accesses, or utilizes the services of the Software.

1.5 "Equipment" means any physical asset, subcomponent or grouping thereof from which information is captured for use by a Software module(s) for which a functional requirement has been established.

1.7 "License Certificate" means a document included with the Software that may provide, among other things, specific information regarding Capacity, name of licensee and location where the Software is licensed for use, Device Identification and Named Users.

1.8 "Per Server Use", also called "concurrent use", means Software licensing wherein the Software may be installed on an unlimited number of Devices provided however that the number of Devices utilizing the services of the Software residing on a single Server is limited by the number of Per Server access licenses purchased as defined in the Order Form, License File, or License Certificate.

1.9 "Per Named Device" means Server Software licensed wherein one Named Device is licensed to access or utilize the services of the Server Software on an unlimited number of Servers running the Server Software.

1.10 "Per Named User" means Server Software licensed wherein one Named User using any Device is licensed to access or utilizes the services of the Server Software on an unlimited number of Servers running the Server Software.

1.11 "Pre-Production Release" means Software which has not completed Schneider Electric's formal release requirements and includes beta software, Hot Fixes and SUPs.

1.12 "Server" means any Device that hosts Server Software and can be run, accessed, or used by another Device.

1.13 "Server Software" means those components of, or programs in, the Software that provide services on a Device called a Server on which services may be run, accessed or used by another Device.

2. Software License.

2.1 Device and Server Software Grant. If you have licensed the Software on a Per Server/Concurrent Use basis, the Software may be installed on a single Server that will be the designated Device hereunder, and the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of concurrent sessions specified in the License File. The services of the Server Software are considered to be accessed or utilized when there is a direct or indirect connection between a Device and the Server Software running on the Server (regardless whether the Server Software is accessed or utilized using the Device Software, third party software or an application developed by the Licensee). If the Server Software is licensed on a Per Device Use basis, then a separate CAL must be purchased for each specific Device that accesses or utilizes Server Software (which may access or utilize the services of the Server Software on any number of Servers running the Server Software) and each Per Device CAL must be dedicated to a single Device. If the Server Software is licensed on a Per Named User basis, then the allocation and identification of the individual Named User must be maintained by Licensee on file at Licensee's location for a minimum of 30 days before the allocation and identification of the Named User can be moved or transferred to a different, separate and unique individual. The identified Named User may activate only one instance of the services of a Server from any Device at any location at any

given point in time. Multiple simultaneous instance activations of the services of a Server by a Named User requires an equal multiple number of Named User CALs. If the Server Software is licensed on a Per Server Use basis, then the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is equal to the number of Device CALs that have been purchased and designated for use for each Device with that Server. Alternatively if access to the Server Software is licensed for use on a Named User basis, then each Named User can access a single instance of the services of the Server from any Device with each Named User CAL purchased. CALs authorize access or use of only the specific Server Software associated with such CAL. If any Software is licensed on a Per Server Use basis, and accesses any database or data source, the Licensee must purchase the required access license for each database or data source accessed. Failure of a Licensee to purchase the required database or data source license is a breach of this EULA. If the Server Software is licensed on a Per Processor Use basis, then for each processor residing on the Server, a separate Per Processor use license must be purchased. A Per Processor license will allow an unlimited number of Devices to access the services of the Server running the Server Software as long as a Per Processor license has been purchased, pursuant to the Order Form, License File, or License Certificate, for each processor running on the Server. If the Software is licensed on a Per Session Count Use basis, then the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of Sessions specified in the License File.

2.2 Equipment Count License Grant. Certain components of the Software are licensed according to the Equipment count. The maximum amount of Equipment that Licensee may capture information about according to established functional requirements is limited to the number of Equipment specified for the Software licensed hereunder as specified in the License File, Order Form or License Certificate.

2.3 Runtime Report License Grant. If the Software is licensed on a Runtime Report basis, the maximum number of Runtime Reports utilized by Licensee per Server is limited to the Runtime Report count for the Software as specified in the License File, Order Form or License Certificate.

3. License Restrictions.

3.1 Use Restrictions. Licensee may transfer the Software from one designated Device or Application Name Space to another for application development or for operation of the Software provided that: (I) the Software (including the License Files) is completely removed from the initial designated Device or Application Name Space prior to installing the Software on the second computer or Application Name Space, and (II) the end-user identification information (including the identification and location of the Designated Device) contained within the License File remains accurate. The Software may only be used on one Device or Application Name Space at a time, and the component parts of the Software may not be separated for use on more than one Device.

4. Toolkit Software. Certain Toolkit Software may include limited portions in source code (human-readable) form for which modifications are not supported by Schneider Electric.

SCHEDULE D-10

Wonderware InBatch

ALL LICENSE RESTRICTIONS AND REQUIREMENTS CONTAINED IN SCHEDULE D-10 ARE IN ADDITION TO AND NOT IN LIEU OF THE LICENSE RESTRICTIONS AND REQUIREMENTS SET FORTH IN THE EULA. UNLESS OTHERWISE DEFINED HEREIN, ALL CAPITALIZED TERMS SHALL HAVE THE MEANING SET FORTH IN THE EULA.

1. Definitions.

1.1 "CAL" (Client Access License) means a usage license required for each Client that runs, accesses or utilizes, directly or indirectly, Software running on a Server.

1.2 "Capacity" means is a specific licensed size criteria as described on the License Certificate and includes, among other measurements, Equipment counts, I/O Counts, Platform Counts, Session Counts, Tag Counts and Site Counts.

1.3 "Client" means a Device running, accessing or utilizing, directly or indirectly, Server Software.

1.4 "Device" means any physical or virtual environment, node, Server, computer, or other digital workstation, electronic, cellular, or computing equipment that runs, accesses, or utilizes the services of the Software.

1.5 "Failover" means two or more Devices connected wherein one Device is actively utilizing the services of the Software at any instant and the second Device in the application is passive i.e. not utilizing the services of the Software. Further, once the active Device stops utilizing the services of the Software (for a reason of a failure or the Device is taken off line) the passive Device begins to utilize the services of the Software, becoming active.

1.6 "License Certificate" means a document included with the Software that may provide, among other things, specific information regarding Capacity, name of licensee and location where the Software is licensed for use, Device Identification and Named Users.

1.7 "Load Balance" (or Load Balancing) means Software services are actively distributed and utilized across multiple connected Devices at any instant.

1.8 "Per Device Use", also called "Per Seat Use" means Device licensing as specified in the Order Form, License File, or License Certificate wherein a Device is licensed to access or utilize the services of the Server Software on an unlimited number of Servers running the Server Software. Licensee must purchase a Per Device ("Per Seat") License for each Device licensed for Per Device Use. This type of license is installed locally on the Device.

1.9 "Per Session Count Use" means Server licensing used in a Terminal Server Edition technology environment wherein the number of Devices accessing or utilizing the services of the Software residing on a single Server at a given point in time is limited by the number of Sessions specified in the License purchased as defined in the Order Form, License File, or License Certificate. Per Session Count Use applies to Terminal Server Edition technology.

1.10 "Per Named Device" means Server Software licensed wherein one Named Device is licensed to access or utilize the services of the Server Software on an unlimited number of Servers running the Server Software.

1.11 "Pre-Production Release" means Software which has not completed Schneider Electric's formal release requirements and includes beta software, Hot Fixes and SUPs.

1.12 "Server" means any Device that hosts Server Software and can be run, accessed, or used by another Device.

1.13 "Server Software" means those components of, or programs in, the Software that provide services on a Device called a Server on which services may be run, accessed or used by another Device.

2. Software License.

2.1 Device and Server Software Grant. If you have licensed the Software on a Per Server/Concurrent Use basis, the Software may be installed on a single Server that will be the designated Device hereunder, and the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of concurrent sessions specified in the License File. The services of the Server Software are considered to be accessed or utilized when there is a direct or indirect connection between a Device and the Server Software running on the Server (regardless

whether the Server Software is accessed or utilized using the Device Software, third party software or an application developed by the Licensee). If the Server Software is licensed on a Per Device Use basis, then a separate CAL must be purchased for each specific Device that accesses or utilizes Server Software (which may access or utilize the services of the Server Software on any number of Servers running the Server Software) and each Per Device CAL must be dedicated to a single Device. If the Server Software is licensed on a Per Named User basis, then the allocation and identification of the individual Named User must be maintained by Licensee on file at Licensee's location for a minimum of 30 days before the allocation and identification of the Named User can be moved or transferred to a different, separate and unique Individual. The identified Named User may activate only one instance of the services of a Server from any Device at any location at any given point in time. Multiple simultaneous instance activations of the services of a Server by a Named User requires an equal multiple number of Named User CALs. If the Server Software is licensed on a Per Server Use basis, then the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is equal to the number of Device CALs that have been purchased and designated for use for each Device with that Server. Alternatively If access to the Server Software is licensed for use on a Named User basis, then each Named User can access a single Instance of the services of the Server from any Device with each Named User CAL purchased. CALs authorize access or use of only the specific Server Software associated with such CAL. If any Software is licensed on a Per Server Use basis, and accesses any database or data source, the Licensee must purchase the required access license for each database or data source accessed. Failure of a Licensee to purchase the required database or data source license is a breach of this EULA. If the Server Software is licensed on a Per Processor Use basis, then for each processor residing on the Server, a separate Per Processor use license must be purchased. A Per Processor license will allow an unlimited number of Devices to access the services of the Server running the Server Software as long as a Per Processor license has been purchased, pursuant to the Order Form, License File, or License Certificate, for each processor running on the Server. If the Software is licensed on a Per Session Count Use basis, then the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of Sessions specified in the License File.

3. License Restrictions.

3.1 Use Restrictions. Licensee may transfer the Software from one designated Device or Application Name Space to another for application development or for operation of the Software provided that: (i) the Software (including the License Files) is completely removed from the initial designated Device or Application Name Space prior to installing the Software on the second computer or Application Name Space, and (ii) the end-user identification information (including the identification and location of the Designated Device) contained within the License File remains accurate. The Software may only be used on one Device or Application Name Space at a time, and the component parts of the Software may not be separated for use on more than one Device.

3.2 Wonderware Information Server (formerly SulteVoyager™). If the Software licensed by Licensee hereunder includes a license for Software known as Wonderware Information Server, then the Licensee's access to Wonderware Information Server is limited by Per Server Use. Under Per Server Use the Licensee must purchase a Wonderware Information Server CAL which limits the number of Devices and/or Users accessing or utilizing the services of Wonderware Information Server. If Licensee's use of Wonderware Information Server requires the access of any database, Licensee must purchase the required access license for each database accessed.

3.3 Terminal Server Edition Technology. If Licensee uses Terminal Server Edition or other technology to run two or more instances (copies) of the same Software on a single Server or Device then a separate license must be purchased for each instance (copy) of the Software being run.

4. Toolkit Software. Certain Toolkit Software may include limited portions in source code (human-readable) form for which modifications are not supported by Schneider Electric.

SCHEDULE D-11

Wonderware Municipal

ALL LICENSE RESTRICTIONS AND REQUIREMENTS CONTAINED IN SCHEDULE D-11 ARE IN ADDITION TO AND NOT IN LIEU OF THE LICENSE RESTRICTIONS AND REQUIREMENTS SET FORTH IN THE EULA. UNLESS OTHERWISE DEFINED HEREIN, ALL CAPITALIZED TERMS SHALL HAVE THE MEANING SET FORTH IN THE EULA.

1. Definitions.

1.1 "Application Name Space" means a system of unique application objects (representing physical, logical, or graphical entities) that interact or are used with the Software.

1.2 "CAL" (Client Access License) means a usage license required for each Client that runs, accesses or utilizes, directly or indirectly, Software running on a Server.

1.3 "Capacity" means is a specific licensed size criteria as described on the License Certificate and includes, among other measurements, Equipment counts, I/O Counts, Platform Counts, Session Counts, Tag Counts and Site Counts.

1.4 "Client" means a Device running, accessing or utilizing, directly or indirectly, Server Software.

1.5 "Device" means any physical or virtual environment, node, Server, computer, or other digital workstation, electronic, cellular, or computing equipment that runs, accesses, or utilizes the services of the Software.

1.6 "I/O Count" means the maximum number of unique external data points that the Software is licensed to monitor at any given time.

1.7 "License Certificate" means a document included with the Software that may provide, among other things, specific information regarding Capacity, name of licensee and location where the Software is licensed for use, Device Identification and Named Users.

1.8 "Per Device Use", also called "Per Seat Use" means Device licensing as specified in the Order Form, License File, or License Certificate wherein a Device is licensed to access or utilize the services of the Server Software on an unlimited number of Servers running the Server Software. Licensee must purchase a Per Device ("Per Seat") License for each Device licensed for Per Device Use. This type of license is installed locally on the Device.

1.9 "Platform Count" means the number of Devices which are licensed to host the "Platform".

1.10 "Pre-Production Release" means Software which has not completed Schneider Electric's formal release requirements and includes beta software, Hot Fixes and SUPs.

1.11 "Repository" means a logical or physical database or means of grouping and/or storing workflows.

1.12 "Runtime Report" means a discrete report active in the Software.

1.13 "Server" means any Device that hosts Server Software and can be run, accessed, or used by another Device.

1.14 "Server Software" means those components of, or programs in, the Software that provide services on a Device called a Server on which services may be run, accessed or used by another Device.

1.15 "Tag" means a representation of an internal or external data value or calculation result

1.16 "Tag Count" means the number of internal or external data points or calculations resulting from the Tags that are being monitored, processed, or utilized by the Software.

2. Software License.

2.1 Device and Server Software Grant. If you have licensed the Software on a Per Server/Concurrent Use basis, the Software may be installed on a single Server that will be the designated Device hereunder, and the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of

concurrent sessions specified in the License File. The services of the Server Software are considered to be accessed or utilized when there is a direct or indirect connection between a Device and the Server Software running on the Server (regardless whether the Server Software is accessed or utilized using the Device Software, third party software or an application developed by the Licensee). If the Server Software is licensed on a Per Device Use basis, then a separate CAL must be purchased for each specific Device that accesses or utilizes Server Software (which may access or utilize the services of the Server Software on any number of Servers running the Server Software) and each Per Device CAL must be dedicated to a single Device. If the Server Software is licensed on a Per Named User basis, then the allocation and identification of the individual Named User must be maintained by Licensee on file at Licensee's location for a minimum of 30 days before the allocation and identification of the Named User can be moved or transferred to a different, separate and unique individual. The identified Named User may activate only one instance of the services of a Server from any Device at any location at any given point in time. Multiple simultaneous instance activations of the services of a Server by a Named User requires an equal multiple number of Named User CALs. If the Server Software is licensed on a Per Server Use basis, then the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is equal to the number of Device CALs that have been purchased and designated for use for each Device with that Server. Alternatively if access to the Server Software is licensed for use on a Named User basis, then each Named User can access a single instance of the services of the Server from any Device with each Named User CAL purchased. CALs authorize access or use of only the specific Server Software associated with such CAL. If any Software is licensed on a Per Server Use basis, and accesses any database or data source, the Licensee must purchase the required access license for each database or data source accessed. Failure of a Licensee to purchase the required database or data source license is a breach of this EULA. If the Server Software is licensed on a Per Processor Use basis, then for each processor residing on the Server, a separate Per Processor use license must be purchased. A Per Processor license will allow an unlimited number of Devices to access the services of the Server running the Server Software as long as a Per Processor license has been purchased, pursuant to the Order Form, License File, or License Certificate, for each processor running on the Server. If the Software is licensed on a Per Session Count Use basis, then the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of Sessions specified in the License File.

3. License Restrictions.

3.1 Use Restrictions. Licensee may transfer the Software from one designated Device or Application Name Space to another for application development or for operation of the Software provided that: (i) the Software (including the License Files) is completely removed from the Initial designated Device or Application Name Space prior to installing the Software on the second computer or Application Name Space, and (ii) the end-user identification information (including the identification and location of the Designated Device) contained within the License File remains accurate. The Software may only be used on one Device or Application Name Space at a time, and the component parts of the Software may not be separated for use on more than one Device.

3.2 Wonderware System Platform Software. A Wonderware System Platform Software license is limited by (i) the size of the Application Name Space, which in turn is limited by the I/O Count, or the Site Count, as defined in the License File, License Certificate or Order Form, and (ii) the number of separate Devices which the Wonderware System Platform can be physically distributed across, which in turn is limited by the Platform Count as defined in the License File, License Certificate or Order Form, and (iii) the number of TS Sessions which the Wonderware System Platform can be physically distributed across, which in turn is limited by the TS Session Count as defined in the License Certificate or Order Form. Additionally, (i) the Wonderware System Platform license contains Software which can be installed on multiple computers, (ii) the Software contained in the license cannot be separated or upgraded separately from the Wonderware System Platform license and (iii) the license must be used within a single Application Name Space.

3.3 Runtime Restriction. If the Software licensed hereunder is for "Runtime" use, then it may only be used to run a specific application, and may not be used either (a) to develop, and/or (b) in conjunction with, new applications, databases, or tables other than those contained in the specific application to which the "Runtime" license relates. This provision does not prohibit Licensee from using a tool to run queries or reports from existing tables, or from using a separately licensed development environment to configure or extend such specific application.

3.4 Wonderware Development Studio and Advanced Development Studio Use and Restrictions. Wonderware Development Studio includes application development tools that are used to develop applications for deployment of the Wonderware System Platform Software, Wonderware InTouch and other Schneider Electric runtime applications as well as tools to configure Wonderware Historian. Wonderware Development Studio Software is licensed solely on a Per Device basis. The Wonderware Development Studio Software may only be used to develop a specific application, and may not be used to run the application in a production environment except for Wonderware Historian, InTouch Runtime, ActiveFactory, I/O Servers, and InControl if located on the same device as the Development License.

3.5 Galaxy Repository (GR) Access. The use of the Galaxy Repository (GR) Access Interface and associated .DLLs by a Non-Schneider Electric client application is restricted to the physical device where the Development Studio License is located.

4. Toolkit Software. Certain Toolkit Software may include limited portions in source code (human-readable) form for which modifications are not supported by Schneider Electric.

SCHEDULE D-12

Wonderware IntelaTrac

ALL LICENSE RESTRICTIONS AND REQUIREMENTS CONTAINED IN SCHEDULE D-12 ARE IN ADDITION TO AND NOT IN LIEU OF THE LICENSE RESTRICTIONS AND REQUIREMENTS SET FORTH IN THE EULA. UNLESS OTHERWISE DEFINED HEREIN, ALL CAPITALIZED TERMS SHALL HAVE THE MEANING SET FORTH IN THE EULA.

1. Definitions.

1.1 "Capacity" means a specific licensed size criteria as described on the License Certificate and includes, among other measurements, Equipment counts, I/O Counts, Platform Counts, Session Counts, Tag Counts and Site Counts.

1.2 "Client" means a Device running, accessing or utilizing, directly or indirectly, Server Software.

1.3 "Device" means any physical or virtual environment, node, Server, computer, or other digital workstation, electronic, cellular, or computing equipment that runs, accesses, or utilizes the services of the Software.

1.4 "License Certificate" means a document included with the Software that may provide, among other things, specific information regarding Capacity, name of licensee and location where the Software is licensed for use, Device Identification and Named Users.

1.5 "Per Device Use", also called "Per Seat Use" means Device licensing as specified in the Order Form, License File, or License Certificate wherein a Device is licensed to access or utilize the services of the Server Software on an unlimited number of Servers running the Server Software. Licensee must purchase a Per Device ("Per Seat") License for each Device licensed for Per Device Use. This type of license is installed locally on the Device.

1.6 "Per Server Use", also called "concurrent use", means Software licensing wherein the Software may be installed on an unlimited number of Devices provided however that the number of Devices utilizing the services of the Software residing on a single Server is limited by the number of Per Server access licenses purchased as defined in the Order Form, License File, or License Certificate.

1.7 "Pre-Production Release" means Software which has not completed Schneider Electric's formal release requirements and includes beta software, Hot Fixes and SUPs.

1.8 "Server" means any Device that hosts Server Software and can be run, accessed, or used by another Device.

1.9 "Server Software" means those components of, or programs in, the Software that provide services on a Device called a Server on which services may be run, accessed or used by another Device.

2. Software License.

2.1 Device and Server Software Grant. If you have licensed the Software on a Per Server/Concurrent Use basis, the Software may be installed on a single Server that will be the designated Device hereunder, and the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of concurrent sessions specified in the License File. The services of the Server Software are considered to be accessed or utilized when there is a direct or indirect connection between a Device and the Server Software running on the Server (regardless whether the Server Software is accessed or utilized using the Device Software, third party software or an application developed by the Licensee). If the Server Software is licensed on a Per Device Use basis, then a separate CAL must be purchased for each specific Device that accesses or utilizes Server Software (which may access or utilize the services of the Server Software on any number of Servers running the Server Software) and each Per Device CAL must be dedicated to a single Device. If the Server Software is licensed on a Per Named User basis, then the allocation and identification of the individual Named User must be maintained by Licensee on file at Licensee's location for a minimum of 30 days before the allocation and identification of the Named User can be moved or transferred to a different, separate and unique individual. The identified Named User may activate only one instance of the services of a Server from any Device at any location at any given point in time. Multiple simultaneous instance activations of the services of a Server by a Named User requires an equal multiple number of Named User CALs. If the Server Software is licensed on a Per Server Use basis, then the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is equal to the number of Device CALs that have been purchased and designated for use for each Device with that Server. Alternatively if access to the Server Software is licensed for use on a Named User basis, then each Named User can access a single instance of the services of the Server from any Device with each Named User CAL purchased. CALs authorize access or use of only the specific Server Software associated with such CAL. If any Software is licensed on a Per Server Use basis, and accesses any

database or data source, the Licensee must purchase the required access license for each database or data source accessed. Failure of a Licensee to purchase the required database or data source license is a breach of this EULA. If the Server Software is licensed on a Per Processor Use basis, then for each processor residing on the Server, a separate Per Processor use license must be purchased. A Per Processor license will allow an unlimited number of Devices to access the services of the Server running the Server Software as long as a Per Processor license has been purchased, pursuant to the Order Form, License File, or License Certificate, for each processor running on the Server. If the Software is licensed on a Per Session Count Use basis, then the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of Sessions specified in the License File.

3. License Restrictions.

3.1 Use Restrictions. Licensee may transfer the Software from one designated Device or Application Name Space to another for application development or for operation of the Software provided that: (i) the Software (including the License Files) is completely removed from the initial designated Device or Application Name Space prior to installing the Software on the second computer or Application Name Space, and (ii) the end-user identification information (including the identification and location of the Designated Device) contained within the License File remains accurate. The Software may only be used on one Device or Application Name Space at a time, and the component parts of the Software may not be separated for use on more than one Device.

4. Toolkit Software. Certain Toolkit Software may include limited portions in source code (human-readable) form for which modifications are not supported by Schneider Electric.

SCHEDULE D-13

Wonderware CALs

ALL LICENSE RESTRICTIONS AND REQUIREMENTS CONTAINED IN SCHEDULE D-13 ARE IN ADDITION TO AND NOT IN LIEU OF THE LICENSE RESTRICTIONS AND REQUIREMENTS SET FORTH IN THE EULA. UNLESS OTHERWISE DEFINED HEREIN, ALL CAPITALIZED TERMS SHALL HAVE THE MEANING SET FORTH IN THE EULA.

1. Definitions.

1.1 "CAL" (Client Access License) means a usage license required for each Client that runs, accesses or utilizes, directly or indirectly, Software running on a Server.

1.2 "Capacity" means is a specific licensed size criteria as described on the License Certificate and includes, among other measurements, Equipment counts, I/O Counts, Platform Counts, Session Counts, Tag Counts and Site Counts.

1.3 "License Certificate" means a document included with the Software that may provide, among other things, specific information regarding Capacity, name of licensee and location where the Software is licensed for use, Device Identification and Named Users.

1.4 "Per Device Use", also called "Per Seat Use" means Device licensing as specified in the Order Form, License File, or License Certificate wherein a Device is licensed to access or utilizes the services of the Server Software on an unlimited number of Servers running the Server Software. Licensee must purchase a Per Device ("Per Seat") License for each Device licensed for Per Device Use. This type of license is installed locally on the Device.

1.5 "Per Processor Use" means Server Software licensing wherein a separate license is required for each processor that resides on a single Server.

1.6 "Per Named User" means Server Software licensed wherein one Named User using any Device is licensed to access or utilizes the services of the Server Software on an unlimited number of Servers running the Server Software.

2. License Restrictions.

2.1 Use Restrictions. Licensee may transfer the Software from one designated Device or Application Name Space to another for application development or for operation of the Software provided that: (i) the Software (including the License File) is completely removed from the initial designated Device or Application Name Space prior to installing the Software on the second computer or Application Name Space, and (ii) the end-user identification information (including the identification and location of the Designated Device) contained within the License File remains accurate. The Software may only be used on one Device or Application Name Space at a time, and the component parts of the Software may not be separated for use on more than one Device.

2.2 Multiplexing and Pooling. Use of software or hardware that reduces the number of users directly or indirectly accessing or utilizing Server Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of CALs required. The required number of CALs would equal the number of distinct inputs to the multiplexing or pooling software or hardware "front end".

3. Toolkit Software. Certain Toolkit Software may include limited portions in source code (human-readable) form for which modifications are not supported by Schneider Electric.

SCHEDULE D-14

Wonderware Intelligence Server

ALL LICENSE RESTRICTIONS AND REQUIREMENTS CONTAINED IN SCHEDULE D-14 ARE IN ADDITION TO AND NOT IN LIEU OF THE LICENSE RESTRICTIONS AND REQUIREMENTS SET FORTH IN THE EULA. UNLESS OTHERWISE DEFINED HEREIN, ALL CAPITALIZED TERMS SHALL HAVE THE MEANING SET FORTH IN THE EULA.

1.1 "CAL" (Client Access License) means a usage license required for each Client that runs, accesses or utilizes, directly or indirectly, Software running on a Server.

1.2 "Capacity" means is a specific licensed size criteria as described on the License Certificate and includes, among other measurements, data source counts, calculation counts, Equipment counts, Session Counts, Tag Counts and Site Counts.

1.3 "Client" means a Device running, accessing or utilizing, directly or indirectly, Server Software.

1.4 "Device" means any physical or virtual environment, node, Server, computer, or other digital workstation, electronic, cellular, or computing equipment that runs, accesses, or utilizes the services of the Software.

1.5 "License Certificate" means a document included with the Software that may provide, among other things, specific information regarding Capacity, name of licensee and location where the Software is licensed for use, Device Identification and Named Users.

1.6 "Per Server Use", also called "concurrent use", means Software licensing wherein the Software may be installed on a unlimited number of Devices provided however that the number of Devices utilizing the services of the Software residing on a single Server is limited by the number of Per Server access licenses purchased as defined in the Order Form, License File, or License Certificate.

1.7 "Server" means any Device that hosts Server Software and can be run, accessed, or used by another Device.

1.8 "Server Software" means those components of, or programs in, the Software that provide services on a Device called a Server on which services may be run, accessed or used by another Device.

2. Software License.

2.1 Device and Server Software Grant. A separate CAL must be purchased for each specific Device that accesses or utilizes Server Software (which may access or utilize the services of the Server Software on any number of Servers running the Server Software) and each Per Device CAL must be dedicated to a single Device. CALs authorize access or use of only the specific Server Software associated with such CAL. If any Software is licensed on a Per Server Use basis, and accesses any database or data source, the Licensee must purchase the required access license for each database or data source accessed. Failure of a Licensee to purchase the required database or data source license is a breach of this EULA.

3. License Restrictions.

3.1 Use Restrictions. Licensee may transfer the Software from one designated Device to another for application development or for operation of the Software provided that: (i) the Software (including the License Files) is completely removed from the initial designated Device prior to installing the Software on the second Device, and (ii) the end-user identification information (including the identification and location of the Designated Device) contained within the License File remains accurate. Wonderware Intelligence Server is comprised of components in the form of services and .DLLs. Those components may be distributed across more than one Device but only one instance of each component can be installed and active on a Device per Wonderware Intelligence Server license.

3.2 Multiplexing and Pooling. Use of software or hardware that reduces the number of users directly or indirectly accessing or utilizing Server Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of CALs required. The required number of CALs would equal the number of distinct inputs to the multiplexing or pooling software or hardware "front end".

3.3 Wonderware Intelligence Server. If the Software licensed by Licensee hereunder includes a license for Software known as Wonderware Intelligence Server, then the Licensee's access to Wonderware Intelligence Server is limited by Per Server Use. Under Per Server Use, the Licensee must purchase a Wonderware Intelligence Server CAL which limits the number of Devices and/or Users accessing or utilizing the services of Wonderware Intelligence Server. If Licensee's use of Wonderware Intelligence Server requires the access of any database, Licensee must purchase the required access license for each database accessed.

SCHEDULE D-15

Wonderware Intelligence Clients

(Analytics Client and Dashboard Users)

ALL LICENSE RESTRICTIONS AND REQUIREMENTS CONTAINED IN SCHEDULE D-15 ARE IN ADDITION TO AND NOT IN LIEU OF THE LICENSE RESTRICTIONS AND REQUIREMENTS SET FORTH IN THE EULA. UNLESS OTHERWISE DEFINED HEREIN, ALL CAPITALIZED TERMS SHALL HAVE THE MEANING SET FORTH IN THE EULA.

1.1 "Client" means a Device running, accessing or utilizing, directly or indirectly, Server Software.

1.2 "Core" means one unit of a physical or virtual processor as detected by the operating system.

1.3 "Device" means any physical or virtual environment, node, Server, computer, or other digital workstation, electronic, cellular, or computing equipment that runs, accesses, or utilizes the services of the Software.

1.4 "Named User" means an individual person and is unique to the individual. A Named User is not a particular logon name, a group, an organization, part of a company or organization, or any other non-person entity.

1.5 "Per Device Use", also called "Per Seat Use" means Device licensing as specified in the Order Form, License File, or License Certificate wherein a Device is licensed to access or utilize the services of the Server Software on an unlimited number of Servers running the Server Software. Licensee must purchase a Per Device ("Per Seat") License for each Device licensed for Per Device Use. This type of license is installed locally on the Device.

1.6 "Per Named User" means Server Software licensed wherein one Named User using any Device is licensed to access or utilize the services of the Server Software on an unlimited number of Servers running the Server Software.

1.7 "Per Server Use", also called "concurrent use", means Software licensing wherein the Software may be installed on a unlimited number of Devices provided however that the number of Devices utilizing the services of the Software residing on a single Server is limited by the number of Per Server access licenses purchased as defined in the Order Form, License File, or License Certificate.

1.8 "Per Core Use" means Server Software licensing wherein a separate license is required for each core that resides on a single Server.

1.9 "Server" means any Device that hosts Server Software and can be run, accessed, or used by another Device.

1.10 "Server Software" means those components of, or programs in, the Software that provide services on a Device called a Server on which services may be run, accessed or used by another Device.

2. Software License.

2.1 Device and Server Software Grant. If you have licensed the Software on a Per Server/Concurrent Use basis, the Software may be installed on a single Server that will be the designated Device hereunder, and the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of concurrent sessions specified in the License File. The services of the Server Software are considered to be accessed or utilized when there is a direct or indirect connection between a Device and the Server Software running on the Server (regardless whether the Server Software is accessed or utilized using the Device Software, third party software or an application developed by the Licensee). If the Server Software is licensed on a Per Device Use basis, then a separate CAL must be purchased for each specific Device that accesses or utilizes Server Software (which may access or utilize the services of the Server Software on any number of Servers running the Server Software) and each Per Device CAL must be dedicated to a single Device. If the Server Software is licensed on a Per Named User basis, then the allocation and identification of the individual Named User must be maintained by Licensee on file at Licensee's location for a minimum of 30 days before the allocation and identification of the Named User can be moved or transferred to a different, separate and unique individual. The identified Named User may activate only one instance of the services of a Server from any Device at any location at any given point in time. Multiple simultaneous instance activations of the services of a Server by a Named User requires an equal multiple number of Named User CALs. If the Server Software is licensed on a Per Server Use basis, then the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is equal to the number of Device CALs that have been purchased and designated for use for each Device with that Server. Alternatively if access to the Server Software is licensed for use on a Named User basis, then each Named User can access a single instance of the services of the Server from any Device with each Named User CAL purchased. CALs authorize access or use of only the specific Server Software associated with such CAL. If any Software is licensed on a Per Server Use basis, and accesses any database or data source, the Licensee must purchase the required access license for each database or data source accessed. Failure of a Licensee to purchase the required database or data source license is a breach of this EULA. If the Server Software is licensed on a Per Core Use basis, then for each processor residing on the Server, a separate Per Core use license must be purchased. A Per Core license will allow an unlimited number of Devices to access the services of the Server running the Server Software as long as a Per Core license has been purchased, pursuant to the Order Form, License File, or License Certificate, for each Core running on the Server. You cannot mix the licensing modes for Dashboard Users on the same License Certificate. Access to the Server may either be "Per Named User", or "Per Server Use", or "Per Core Use".

3. License Restrictions.

3.1 Multiplexing and Pooling. Use of software or hardware that reduces the number of users directly or indirectly accessing or utilizing Server Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of Client licenses required. The required number of Client licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware "front end".

3.2 OEM version of Tableau software. Wonderware Intelligence Clients are provided using an OEM version of Tableau software. Intelligence Clients allow connecting to a set of data sources as enabled in the Wonderware Intelligence Analytics Client only if those data sources are configured in the Intelligence Server software. Standalone use of this OEM version of Tableau software to connect data sources that are not configured in Wonderware Intelligence Server is strictly prohibited and is a breach of this EULA.

SCHEDULE D-16

Wonderware OI Analyst

ALL LICENSE RESTRICTIONS AND REQUIREMENTS CONTAINED IN SCHEDULE D-16 ARE IN ADDITION TO AND NOT IN LIEU OF THE LICENSE RESTRICTIONS AND REQUIREMENTS SET FORTH IN THE EULA. UNLESS OTHERWISE DEFINED HEREIN, ALL CAPITALIZED TERMS SHALL HAVE THE MEANING SET FORTH IN THE EULA.

1. Definitions.

1.1 "Client" means a Device running, accessing or utilizing, directly or indirectly, Server Software.

1.2 "Device" means any physical or virtual environment, node, Server, computer, or other digital workstation, electronic, cellular, or computing equipment that runs, accesses, or utilizes the services of the Software.

1.3 "License Certificate" means a document included with the Software that may provide, among other things, specific information regarding Capacity, name of licensee and location where the Software is licensed for use, Device Identification and Named Users.

1.4 "Per Device Use", also called "Per Seat Use" means Device licensing as specified in the Order Form, License File, or License Certificate wherein a Device is licensed to access or utilizes the services of the Server Software on an unlimited number of Servers running the Server Software. Licensee must purchase a Per Device ("Per Seat") License for each Device licensed for Per Device Use. This type of license is installed locally on the Device.

1.5 "Per Server Use", also called "concurrent use", means Software licensing wherein the Software may be installed on a unlimited number of Devices provided however that the number of Devices utilizing the services of the Software residing on a single Server is limited by the number of Per Server access licenses purchased as defined in the Order Form, License File, or License Certificate.

1.6 "Per Named Device" means Server Software licensed wherein one Named Device is licensed to access or utilize the services of the Server Software on an unlimited number of Servers running the Server Software.

1.7 "Per Named User" means Server Software licensed wherein one Named User using any Device is licensed to access or utilizes the services of the Server Software on an unlimited number of Servers running the Server Software.

1.8 "Pre-Production Release" means Software which has not completed Schneider Electric's formal release requirements and includes beta software, Hot Fixes and SUPs.

2. Software License.

2.1 Device and Server Software Grant. If you have licensed the Software on a Per Server/Concurrent Use basis, the Software may be installed on a single Server that will be the designated Device hereunder, and the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of concurrent sessions specified in the License File. The services of the Server Software are considered to be accessed or utilized when there is a direct or indirect connection between a Device and the Server Software running on the Server (regardless whether the Server Software is accessed or utilized using the Device Software, third party software or an application developed by the Licensee). If the Server Software is licensed on a Per Device Use basis, then a separate CAL must be purchased for each specific Device that accesses or utilizes Server Software (which may access or utilize the services of the Server Software on any number of Servers running the Server Software) and each Per Device CAL must be dedicated to a single Device. If the Server Software is licensed on a Per Named User basis, then the allocation and identification of the individual Named User must be maintained by Licensee on file at Licensee's location for a minimum of 30 days before the allocation and identification of the Named User can be moved or transferred to a different, separate and unique individual. The identified Named User may activate only one instance of the services of a Server from any Device at any location at any given point in time. Multiple simultaneous instance activations of the services of a Server by a Named User requires an equal multiple number of Named User CALs. If the Server Software is licensed on a Per Server Use basis, then the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is equal to the number of Device CALs that have been purchased and designated for use for each Device with that Server. Alternatively if access to the Server Software is licensed for use on a Named User basis, then each Named User can access a single instance of the services of the Server from any Device with each Named User CAL purchased. CALs authorize access or use of only the specific Server Software associated with such CAL. If any Software is licensed on a Per Server Use basis, and accesses any database or data source, the Licensee must purchase the required access license for each database or data source accessed. Failure of a Licensee to purchase the required database or data source license is a breach of this EULA. If the Server Software is licensed on a Per Processor Use basis, then for each processor residing on the Server, a separate Per Processor use license must be purchased. A Per Processor license will allow an unlimited number of Devices to access the services of the Server running the Server Software as long as a Per Processor license has been purchased, pursuant to the Order Form, License File,

or License Certificate, for each processor running on the Server. If the Software is licensed on a Per Session Count Use basis, then the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of Sessions specified in the License File.

3. License Restrictions.

3.1 Use Restrictions. Licensee may transfer the Software from one designated Device or Application Name Space to another for application development or for operation of the Software provided that: (i) the Software (including the License Files) is completely removed from the initial designated Device or Application Name Space prior to installing the Software on the second computer or Application Name Space, and (ii) the end-user identification information (including the identification and location of the Designated Device) contained within the License File remains accurate. The Software may only be used on one Device or Application Name Space at a time, and the component parts of the Software may not be separated for use on more than one Device.

4. Toolkit Software. Certain Toolkit Software may include limited portions in source code (human-readable) form for which modifications are not supported by Schneider Electric.

SCHEDULE D-17

Wonderware Enterprise Integrator (WEI)

ALL LICENSE RESTRICTIONS AND REQUIREMENTS CONTAINED IN SCHEDULE D-17 ARE IN ADDITION TO AND NOT IN LIEU OF THE LICENSE RESTRICTIONS AND REQUIREMENTS SET FORTH IN THE EULA. UNLESS OTHERWISE DEFINED HEREIN, ALL CAPITALIZED TERMS SHALL HAVE THE MEANING SET FORTH IN THE EULA.

1. Definitions.

1.1 "CAL" (Client Access License) means a usage license required for each Client that runs, accesses or utilizes, directly or indirectly, Software running on a Server.

1.2 "Client" means a Device running, accessing or utilizing, directly or indirectly, Server Software.

1.3 "Device" means any physical or virtual environment, node, Server, computer, or other digital workstation, electronic, cellular, or computing equipment that runs, accesses, or utilizes the services of the Software.

1.4 "License Certificate" means a document included with the Software that may provide, among other things, specific information regarding Capacity, name of licensee and location where the Software is licensed for use, Device Identification and Named Users.

1.5 "Server" means any Device that hosts Server Software and can be run, accessed, or used by another Device.

1.6 "Server Software" means those components of, or programs in, the Software that provide services on a Device called a Server on which services may be run, accessed or used by another Device.

2. Software License.

2.1 Device and Server Software Grant. If you have licensed the Software on a Per Server/Concurrent Use basis, the Software may be installed on a single Server that will be the Designated Device hereunder, and the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of concurrent sessions specified in the License File. The services of the Server Software are considered to be accessed or utilized when there is a direct or indirect connection between a Device and the Server Software running on the Server (regardless whether the Server Software is accessed or utilized using the Device Software, third party software or an application developed by the Licensee). If the Server Software is licensed on a Per Device Use basis, then a separate CAL must be purchased for each specific Device that accesses or utilizes Server Software (which may access or utilize the services of the Server Software on any number of Servers running the Server Software) and each Per Device CAL must be dedicated to a single Device. If the Server Software is licensed on a Per Named User basis, then the allocation and identification of the individual Named User must be maintained by Licensee on file at Licensee's location for a minimum of 30 days before the allocation and identification of the Named User can be moved or transferred to a different, separate and unique individual. The identified Named User may activate only one instance of the services of a Server from any Device at any location at any given point in time. Multiple simultaneous instance activations of the services of a Server by a Named User requires an equal multiple number of Named User CALs. If the Server Software is licensed on a Per Server Use basis, then the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is equal to the number of Device CALs that have been purchased and designated for use for each Device with that Server. Alternatively if access to the Server Software is licensed for use on a Named User basis, then each Named User can access a single instance of the services of the Server from any Device with each Named User CAL purchased. CALs authorize access or use of only the specific Server Software associated with such CAL. If any Software is licensed on a Per Server Use basis, and accesses any database or data source, the Licensee must purchase the required access license for each database or data source accessed. Failure of a Licensee to purchase the required database or data source license is a breach of this EULA. If the Server Software is licensed on a Per Processor Use basis, then for each processor residing on the Server, a separate Per Processor use license must be purchased. A Per Processor license will allow an unlimited number of Devices to access the services of the Server running the Server Software as long as a Per Processor license has been purchased, pursuant to the Order Form, License File, or License Certificate, for each processor running on the Server. If the Software is licensed on a Per Session Count Use basis, then the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of Sessions specified in the License File.

2.2 License Restrictions.

2.2.1 Use Restrictions. Licensee may transfer the Software from one Designated Device or Application Name Space to another for application development or for operation of the Software provided that: (I) the Software (including the License Files) is completely removed from the Initial Designated Device or Application Name Space prior to installing the Software on the second computer or Application Name Space, and (II) the end-user identification information (including the identification and location of the Designated Computer) contained within the License File remains accurate. The Software may only be used on one Device or Application Name Space at a time, and the component parts of the Software may not be separated for use

on more than one Device. Licensee will not, nor will Licensee permit others to, modify, adapt, translate, reverse engineer, decompile or disassemble the Software or any component thereof (including the Documentation), or create derivative works based on the Software (including the Documentation), except to the extent such foregoing restriction is agreed to in writing by Schneider Electric or prohibited by applicable law.

2.2.2 Installation Limitations. The media upon which the Software resides may contain multiple copies of some of the components of the Software, each of which is compatible with different microprocessor architectures or different underlying operating systems. Licensee may install the Software for use only with one architecture and one operating system at any given time, consistent with the restrictions in the License File, License Certificate, or Order Form.

SCHEDULE D-18

Wonderware Quality

ALL LICENSE RESTRICTIONS AND REQUIREMENTS CONTAINED IN SCHEDULE D-18 ARE IN ADDITION TO AND NOT IN LIEU OF THE LICENSE RESTRICTIONS AND REQUIREMENTS SET FORTH IN THE EULA. UNLESS OTHERWISE DEFINED HEREIN, ALL CAPITALIZED TERMS SHALL HAVE THE MEANING SET FORTH IN THE EULA.

1. Definitions.

1.1 "CAL" (Client Access License) means a usage license required for each Client that runs, accesses or utilizes, directly or indirectly, Software running on a Server.

1.2 "Capacity" means is a specific licensed size criteria as described on the License Certificate and includes, among other measurements, Equipment Counts, I/O Counts, Platform Counts, Session Counts, Tag Counts and Site Counts.

1.3 "Client" means a Device running, accessing or utilizing, directly or indirectly, Server Software.

1.4 "Device" means any physical or virtual environment, node, Server, computer, or other digital workstation, electronic, cellular, or computing equipment that runs, accesses, or utilizes the services of the Software.

1.5 "Equipment" means any physical asset, subcomponent or grouping thereof from which information is captured for use by a Software module(s) for which a functional requirement has been established.

1.6 "Equipment Count" means the number of Equipment.

1.7 "License Certificate" means a document included with the Software that may provide, among other things, specific information regarding Capacity, name of licensee and location where the Software is licensed for use, Device Identification and Named Users.

1.8 "Per Server Use", also called "concurrent use", means Software licensing wherein the Software may be installed on an unlimited number of Devices provided however that the number of Devices utilizing the services of the Software residing on a single Server is limited by the number of Per Server access licenses purchased as defined in the Order Form, License File, or License Certificate.

1.9 "Per Named Device" means Server Software licensed wherein one Named Device is licensed to access or utilize the services of the Server Software on an unlimited number of Servers running the Server Software.

1.10 "Per Named User" means Server Software licensed wherein one Named User using any Device is licensed to access or utilizes the services of the Server Software on an unlimited number of Servers running the Server Software.

1.11 "Server" means any Device that hosts Server Software and can be run, accessed, or used by another Device.

1.12 "Server Software" means those components of, or programs in, the Software that provide services on a Device called a Server on which services may be run, accessed or used by another Device.

2. Software License.

2.1 Device and Server Software Grant. If you have licensed the Software on a Per Server/Concurrent Use basis, the Software may be installed on a single Server that will be the Designated Device hereunder, and the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of concurrent sessions specified in the License File. The services of the Server Software are considered to be accessed or utilized when there is a direct or indirect connection between a Device and the Server Software running on the Server (regardless whether the Server Software is accessed or utilized using the Device Software, third party software or an application developed by the Licensee). If the Server Software is licensed on a Per Device Use basis, then a separate CAL must be purchased for each specific Device that accesses or utilizes Server Software (which may access or utilize the services of the Server Software on any number of Servers running the Server Software) and each Per Device CAL must be dedicated to a single Device. If the Server Software is licensed on a Per Named User basis, then the allocation and identification of the individual Named User must be maintained by Licensee on file at Licensee's location for a minimum of 30 days before the allocation and identification of the Named User can be moved or transferred to a different, separate and unique individual. The identified Named User may activate only one instance of the services of a Server from any Device at any location at any given point in time. Multiple simultaneous instance activations of the services of a Server by a Named User requires an equal multiple number of Named User CALs. If the Server Software is licensed on a Per Server Use basis, then the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is equal to the number of Device CALs that have been purchased and designated for use for each Device with that Server. Alternatively if access to the Server Software is licensed for use on a Named User basis, then each Named User can access a single instance

of the services of the Server from any Device with each Named User CAL purchased. CALs authorize access or use of only the specific Server Software associated with such CAL. If any Software is licensed on a Per Server Use basis, and accesses any database or data source, the Licensee must purchase the required access license for each database or data source accessed. Failure of a Licensee to purchase the required database or data source license is a breach of this EULA. If the Server Software is licensed on a Per Processor Use basis, then for each processor residing on the Server, a separate Per Processor use license must be purchased. A Per Processor license will allow an unlimited number of Devices to access the services of the Server running the Server Software as long as a Per Processor license has been purchased, pursuant to the Order Form, License File, or License Certificate, for each processor running on the Server. If the Software is licensed on a Per Session Count Use basis, then the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of Sessions specified in the License File.

2.2 Equipment Count License Grant. Certain components of the Software are licensed according to the Equipment Count. The maximum amount of Equipment that Licensee may capture information about according to established functional requirements is limited to the number of Equipment specified for the Software licensed hereunder as specified in the License File, Order Form or License Certificate.

2.3 Runtime Report License Grant. If the Software is licensed on a Runtime Report basis, the maximum number of Runtime Reports utilized by Licensee per Server is limited to the Runtime Report count for the Software as specified in the License File, Order Form or License Certificate.

2.4 License Restrictions.

2.4.1 Use Restrictions. Licensee may transfer the Software from one Designated Device or Application Name Space to another for application development or for operation of the Software provided that: (i) the Software (including the License Files) is completely removed from the initial Designated Device or Application Name Space prior to installing the Software on the second computer or Application Name Space, and (ii) the end-user identification information (including the identification and location of the Designated Computer) contained within the License File remains accurate. The Software may only be used on one Device or Application Name Space at a time, and the component parts of the Software may not be separated for use on more than one Device. Licensee will not, nor will Licensee permit others to, modify, adapt, translate, reverse engineer, decompile or disassemble the Software or any component thereof (including the Documentation), or create derivative works based on the Software (including the Documentation), except to the extent such foregoing restriction is agreed to in writing by Schneider Electric or prohibited by applicable law.

2.4.2 Multiplexing and Pooling. Use of software or hardware that reduces the number of users directly or indirectly accessing or utilizing Server Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of CALs required. The required number of CALs would equal the number of distinct inputs to the multiplexing or pooling software or hardware "front end".

2.4.3 Installation Limitations. The media upon which the Software resides may contain multiple copies of some of the components of the Software, each of which is compatible with different microprocessor architectures or different underlying operating systems. Licensee may install the Software for use only with one architecture and one operating system at any given time, consistent with the restrictions in the License File, License Certificate, or Order Form.

SCHEDULE D-19

Wonderware SmartGlance Software, Excel Connector and Related Services

ALL LICENSE RESTRICTIONS AND REQUIREMENTS CONTAINED IN SCHEDULE D-19 ARE IN ADDITION TO AND NOT IN LIEU OF THE LICENSE RESTRICTIONS AND REQUIREMENTS SET FORTH IN THE EULA. UNLESS OTHERWISE DEFINED HEREIN, ALL CAPITALIZED TERMS SHALL HAVE THE MEANING SET FORTH IN THE EULA.

1. Definitions

1.1 "Services" means the Wonderware SmartGlance services made available by Schneider Electric for free and for fees. The free and fee based services together are referred to as "Services".

1.2 "Device" means an output device for presentation of information for visual, tactile or audio reception, acquired, stored, or transmitted in various forms.

1.3 "Your Content" means the information you share with Schneider Electric to transmit the same to a particular Device in a particular format.

2. Introduction. The Wonderware SmartGlance Software and the Services currently support mobile Devices offered by Apple Inc. (iPod, iPhone and iPad), selected Android based mobile Devices and selected Windows Phone 8 mobile Devices. In the future, Schneider Electric may support additional Devices based on demand. The Wonderware SmartGlance Software is licensed to you to run on your mobile Device. Upon signing up for the Services, you can view your own reports and view charts from your reports in various formats on your mobile Device. You will need Internet access on your mobile Device to be able to use the Services and you are solely responsible for the cost of obtaining and maintaining such Internet access. The Services also provide you with tools to analyze your reports from the Devices and make business decisions while on the road.

3. Services. The Services will include mechanisms and Software supplied by Schneider Electric to you in order to:

- (I) transmit your reports to a Schneider Electric server located at a Schneider Electric host center or located in your company in a secured manner;
- (II) temporarily store your reports on a Schneider Electric server; and,
- (III) transmit reports from a Schneider Electric server to your mobile Device and to local native software on your mobile Device to view your reports graphically and analyze such reports on the mobile Device.

4. Subscription Service Fees. For cloud hosted Services, the subscription fees will be based on each Device used to view information coming from a Schneider Electric server. The fee schedule for cloud hosted Services will be based on a separate written agreement and will include support. If you are not using the cloud hosted Services and have purchased the on-premises version of the Wonderware SmartGlance Software instead then there is a one-time fee for the perpetual license in addition to any support fees that may apply.

5. Other Terms and Conditions. In addition to the terms and conditions contained in this EULA, you agree to any applicable terms and conditions in the App Store Terms of Service from Apple, Android and/or Microsoft. You are not permitted to use the Services for any purpose other than as expressly permitted under this EULA. Schneider Electric reserves the right to conduct audits to ensure that you and/or your use of the Software and Services are in compliance with this EULA and you agree to cooperate and provide access for such audits.

6. Use of Services. You represent and warrant that you will not use the Services, Software and/or Your Content:

- (I) in a manner that infringes, violates or misappropriates any of Schneider Electric's rights or property or the rights or property of any third party;
- (II) to engage in spamming or other impermissible advertising, marketing or other activities including without limitation activities that violate anti-spamming laws and regulations;
- (III) in any manner that constitutes or facilitates the illegal export of any controlled or otherwise restricted items, including without limitation, Software, algorithms or other data that is subject to export laws; or,
- (IV) in a way that is otherwise illegal or promotes illegal activities, including without limitation, in a manner that might be libelous or defamatory or otherwise malicious or harmful to any person or entity or discriminatory based on race, sex, religion, nationality, disability, sexual orientation or age.

7. Applications and Your Content. You represent and warrant that:

- (I) You are solely responsible for the development, operation and maintenance of Your Content, including without limitation, the accuracy, security, appropriateness and completeness of Your Content;
- (II) You have the necessary rights and licenses, consents, permissions, waivers and releases to use and display Your Content;
- (III) Neither you nor Your Content violates, misappropriates or infringes any Schneider Electric or third party rights or property or constitutes defamation, invasion of privacy or publicity or is designed for illegal activity or promotes illegal activities harmful to any person or entity or discriminatory in nature;
- (IV) Your Content does not contain any harmful or malicious components, malware or spyware; and,
- (V) You will conduct your business in a manner that does not damage the goodwill or reputation of Schneider Electric.

8. Services Warranty Disclaimer. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND ARE WITHOUT WARRANTY OF ANY KIND. SCHNEIDER ELECTRIC FURTHER DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR

PURPOSE. SCHNEIDER ELECTRIC MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. SCHNEIDER ELECTRIC WILL NOT BE RESPONSIBLE FOR ANY SERVICES INTERRUPTION, INCLUDING WITHOUT LIMITATION, POWER OUTAGES, SYSTEM FAILURES OR OTHER FAILURES INCLUDING THOSE THAT AFFECT RECEIPT, PROCESSING, ACCEPTANCE OR COMPLETION OF ANY PAYMENT SERVICES. YOU ASSUME ALL RISKS AND ALL COSTS ASSOCIATED WITH YOUR USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY INTERNET ACCESS FEES, BACK-UP OR OTHER EXPENSES, COSTS INCURRED RELATED TO THE USE OF YOUR DEVICE, AND ANY DAMAGE OR LOSS TO ANY EQUIPMENT, SOFTWARE, INFORMATION, DATA OR YOUR CONTENT.

9. Downtime and Service Suspension. You acknowledge that your access to and use of the Services may be suspended for the duration of any unanticipated or unscheduled downtime or unavailability of the Services or any portion thereof for any reason, including as a result of power outages, system failure or other interruptions. Schneider Electric shall also be entitled to, without any liability to you, suspend access to the Services or any portion thereof from time to time and at any time:

- (i) for scheduled downtime for maintenance or to make modifications to the Services or any portion thereof;
- (ii) in the event Schneider Electric determines that any Services are prohibited by law or it is prudent to do so for legal or regulatory reasons;
- (iii) in the event of denial of Services attack or other attack on the Services or other event that Schneider Electric determines, in its sole discretion, may create a risk to the applicable Services, you, Schneider Electric or to any third parties; or,
- (iv) in the event Schneider Electric elects to stop providing the Services or any portion thereof.

10. Services / No Resale. You agree that you will not rent, lease, sell, trade, distribute or copy the Services or any portion thereof without the prior written consent of Schneider Electric.

11. Security. Schneider Electric uses appropriate physical, electronic and managerial procedures to protect the security of Your Content. While Schneider Electric strives to protect Your Content, Schneider Electric cannot guarantee the security of Your Content or the information you transmit. Schneider Electric recommends that you take every precaution in protecting Your Content when you are on the Internet. For example, change your passwords often, use a combination of letters and numbers when creating passwords, make sure you use a secure browser, and do not share your password with others.

12. Services and the Schneider Electric Privacy Statement. By using the Services, you agree to the terms and conditions contained in the Schneider Electric Privacy Statement located at http://lom.SchneiderElectric.com/EN/Pages/IQM_PrivacyPolicy.aspx and any modifications or updates thereto.

13. Indemnification. You agree to defend, indemnify and hold Schneider Electric harmless for any loss, damages or costs, including reasonable attorneys' fees, resulting from any third party claim, action, or demand arising from your use of the Software or Services in a manner not authorized by this EULA and/or in violation of applicable restrictions and/or laws; or any claims related to Your Content or your products or services; or your violation of any applicable Schneider Electric policies; or you or your employee's negligence or willful misconduct.

SCHEDULE D-20

Wonderware InTouch Machine Edition

ALL LICENSE RESTRICTIONS AND REQUIREMENTS CONTAINED IN SCHEDULE D-20 ARE IN ADDITION TO AND NOT IN LIEU OF THE LICENSE RESTRICTIONS AND REQUIREMENTS SET FORTH IN THE EULA. UNLESS OTHERWISE DEFINED HEREIN, ALL CAPITALIZED TERMS SHALL HAVE THE MEANING SET FORTH IN THE EULA.

1. "Device" means any physical or virtual environment, node, Server, computer, or other digital workstation, electronic, cellular, or computing equipment that runs, accesses, or utilizes the services of the Software.

2. Unless terminated in accordance with the EULA, your license for Wonderware InTouch Machine Edition Software is a perpetual license. Such license allows you to install and use Wonderware InTouch Machine Edition Software on a single Device.

SCHEDULE D-21

Wonderware Recipe Manager Plus

ALL LICENSE RESTRICTIONS AND REQUIREMENTS CONTAINED IN SCHEDULE D-21 ARE IN ADDITION TO AND NOT IN LIEU OF THE LICENSE RESTRICTIONS AND REQUIREMENTS SET FORTH IN THE EULA. UNLESS OTHERWISE DEFINED HEREIN, ALL CAPITALIZED TERMS SHALL HAVE THE MEANING SET FORTH IN THE EULA.

1. Definitions.

1.1 "Application Name Space" means a system of unique application objects (representing physical, logical, or graphical entities) that interact or are used with the Software.

1.2 "CAL" (Client Access License) means a usage license required for each Client that runs, accesses or utilizes, directly or indirectly, Software running on a Server.

1.3 "Device" means any physical or virtual environment, node, Server, computer, or other digital workstation, electronic, cellular, or computing equipment that runs, accesses, or utilizes the services of the Software.

1.4 "Per Server Use", also called "concurrent use", means that the number of Devices utilizing the services of the Software residing on a single Server is limited by the number of CALs purchased as defined in the Order Form, License File, or License Certificate.

1.5 "Server" means any Device that hosts Server Software and can be run, accessed, or used by another Device.

1.6 "Server Software" means those components of, or programs in, the Software that provide services on a Device called a Server on which services may be run, accessed or used by another Device.

2. Software License.

2.1 Device and Server Software Grant. If you have licensed the Software on a Per Server/Concurrent Use basis, the Software may be installed on a single Server that will be the designated Device hereunder, and the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of concurrent sessions specified in the License File. The services of the Server Software are considered to be accessed or utilized when there is a direct or indirect connection between a Device and the Server Software running on the Server (regardless whether the Server Software is accessed or utilized using the Device Software, third party software or an application developed by the Licensee). If any Software is licensed on a Per Server Use basis, and accesses any database or data source, the Licensee must purchase the required access license for each database or data source accessed. Failure of a Licensee to purchase the required database or data source license is a breach of this EULA.

3. License Restrictions.

3.1 Use Restrictions. Licensee may transfer the Software from one designated Device or Application Name Space to another for application development or for operation of the Software provided that: (i) the Software (including the License Files) is completely removed from the initial designated Device or Application Name Space prior to installing the Software on the second computer or Application Name Space, and (ii) the end-user identification information (including the identification and location of the Designated Device) contained within the License File remains accurate. The Software may only be used on one Device or Application Name Space at a time, and the component parts of the Software may not be separated for use on more than one Device.

3.2 Multiplexing and Pooling. Use of software or hardware that reduces the number of users directly or indirectly accessing or utilizing Server Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of CALs required. The required number of CALs would equal the number of distinct inputs to the multiplexing or pooling software or hardware "front end".

SCHEDULE D-22

Wonderware InduSoft Web Studio

ALL LICENSE RESTRICTIONS AND REQUIREMENTS CONTAINED IN SCHEDULE D-22 ARE IN ADDITION TO AND NOT IN LIEU OF THE LICENSE RESTRICTIONS AND REQUIREMENTS SET FORTH IN THE EULA.

1. "Device" means any physical or virtual environment, node, Server, computer, or other digital workstation, electronic, cellular, or computing equipment that runs, accesses, or utilizes the services of the Software.

2. Unless terminated in accordance with the EULA, your license for Wonderware InduSoft Web Studio is a perpetual license. Such license allows you to install and use Wonderware InduSoft Web Studio Software on a single Device.

SCHEDULE E

Citect SCADA

ALL LICENSE RESTRICTIONS AND REQUIREMENTS CONTAINED IN SCHEDULE E ARE IN ADDITION TO AND NOT IN LIEU OF THE LICENSE RESTRICTIONS AND REQUIREMENTS SET FORTH IN THE EULA. UNLESS OTHERWISE DEFINED HEREIN, ALL CAPITALIZED TERMS SHALL HAVE THE MEANING SET FORTH IN THE EULA.

1. Definitions.

1.1 "Client License" means a usage license required for each Client that runs, accesses or utilizes, directly or indirectly, Software running on a Server.

1.2 "Capacity" means a specific licensed size criteria as described in the Order Form and includes, among other measurements, Equipment counts, I/O Counts, Platform Counts, Session Counts, Point Counts and Site Counts.

1.3 "Client" means a Device running, accessing or utilizing, directly or indirectly, Server Software.

1.4 "Device" means any physical or virtual environment, node, Server, computer, or other digital workstation, electronic, cellular, or computing equipment that runs, accesses, or utilizes the services of the Software.

1.5 "Failover" means two or more Devices connected wherein one Device is actively utilizing the services of the Software at any instant and the second Device in the application is passive i.e. not utilizing the services of the Software. Further, once the active Device stops utilizing the services of the Software (for a reason of a failure or the Device is taken off line) the passive Device begins to utilize the services of the Software, becoming active.

1.6 "License Key" means the software key code or a hardware key that is provided with the software product.

1.7 "Load Balance" (or Load Balancing) means Software services are actively distributed and utilized across multiple connected Devices at any instant.

1.8 "Per Server Use", also called "concurrent use", means Software licensing wherein the Software may be installed on a unlimited number of Devices provided however that the number of Devices utilizing the services of the Software residing on a single Server is limited by the number of Per Server access licenses purchased as defined in the Order Form, License File, or License Certificate.

1.9 "Pre-Production Release" means Software which has not completed Schneider Electric's formal release requirements and includes beta software, Hot Fixes and SUPs.

1.10 "Repository" means a logical or physical database or means of grouping and/or storing workflows.

1.11 "Server" means any Device that hosts Server Software and can be run, accessed, or used by another Device.

1.12 "Point" means a representation of an internal or external data value or calculation result.

1.13 "Point Count" means the number of internal or external data points or calculations resulting from the Points that are being monitored, processed, or utilized by the Software.

2. Software License.

2.1 License. For the purposes of the license of Citect SCADA Software all references to Schneider Electric will refer to Schneider Electric Software Australia Pty Limited ACN 113 112 744

2.2 Device and Server Software Grant. Server Software is licensed on a Per Server/Concurrent Use basis, and may be installed on a single Server that will be the designated Device hereunder, and the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of concurrent sessions specified in the License Key. The services of the Server Software are considered to be accessed or utilized when there is a direct or indirect connection between a Device and the Server Software running on the Server (regardless whether the Server Software is accessed or utilized using the Device Software, third party software or an application developed by the Licensee). One Client License is provided with a single Server license, which must be dedicated to a single Device. Additional Client Licenses must be purchased for each specific Device that accesses or utilizes Server Software (which may access or utilize the services of the Server Software on any number of Servers running the Server Software) and each Per Device Client license must be dedicated to a single Device. Server Software is licensed on a Per Server Use basis. The maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is equal to the number of Device Client Licenses that have been purchased and designated for use for each Device with that Server. Client Licenses authorize access or use of only the specific Server Software associated with such Client license. If any Software is licensed on a Per Server Use basis, and accesses any database or data source, the Licensee may be required to purchase the required

access license for each database or data source accessed. Failure of a Licensee to purchase a required database or data source license is a breach of this EULA.

2.3 Authorized Applications. For the purpose of this EULA, 'Authorized Applications' shall mean those applications that You create, develop or generate by using the Software (including its programming tool if any) or by loading in such applications, with or without modification, a library of the Software, provided that You have validly licensed said Software from Schneider Electric or its authorized resellers. Authorized Applications include, without this being limitative, applicable runtime engines for the Software and applicable driver interface that You may provide to Your own customers as part of or together with Your Authorized Applications.

Notwithstanding the foregoing, any application created with a Pre-Production Release or for demonstration, test or evaluation purposes, is not an Authorized Application.

You may distribute or otherwise make available Authorized Applications provided You comply with each of the requirements set forth below:

- (i) You include Your own valid copyright notice on Your Authorized Applications; and
- (ii) You do not remove or obscure any notice of copyright, trademark, patent or other industrial or intellectual property rights that appear on the Software Product as delivered to You or as may appear concerning the Software in the Authorized Application's About Box and in any applicable written documentation distributed with each copy of Your Authorized Applications; and
- (iii) You do not use Schneider Electric's name, logo or trademarks to market or identify Your Authorized Applications unless You are party to a separate agreement with Schneider Electric giving You such rights or Schneider Electric has given You its express prior written consent to do so;
- (iv) You indemnify, hold harmless, and defend Schneider Electric from and against any claims (including based on warranty) or lawsuits, including attorneys' fees, that arise or result from the use or distribution of Your Authorized Applications, provided however that Your contractual obligation of indemnification shall not extend to the percentage of the claimant's damages or injuries or the settlement amount attributable to Schneider Electric's fault or to strict liability imposed upon Schneider Electric as a matter of law in any country (on either federal or state level, when applicable); the foregoing obligation of indemnification shall survive the expiry or termination of this EULA; and
- (v) You do not permit further redistribution of the Software (including Your modifications thereto) by third parties except as part of Your Authorized Applications; and
- (vi) You conclude Your own license agreement to grant the right to use Your Authorized Applications to any third party; and
- (vii) You otherwise comply with the terms of this EULA.

2.4 Embedding the Software. You may embed or otherwise integrate the Software within Your own product or a third party product, provided that:

- (i) You have validly licensed the Software from Schneider Electric or its authorized resellers, and
- (ii) You perform such embedding or integration in a manner that complies with the Software documentation to the extent said documentation contains any instructions or recommendations in relation therewith, and
- (iii) You comply - with respect to Your own products and said third party products - with each of the same requirements as set forth hereinabove concerning Authorized Applications; said foregoing requirements shall apply mutatis mutandis to any of Your own products or third party products within which You embed or otherwise integrate the Software, and any reference made to the term 'Authorized Application' in the foregoing provision shall be deemed for the purpose of this present section to be a reference to Your own products or third party products embedding or otherwise integrating the Software.

Where Software is embedded or otherwise integrated by You within Your own product or a third party product, You then cease all use of the Software, whether direct, indirect, concurrent or otherwise

3. License Restrictions.

3.1 Use Restrictions. There are technological measures in the Software that are designed to prevent unlicensed or illegal use of the Software. You agree that Schneider Electric may use those measures and You agree to follow any requirements regarding such technological measures.

4. Toolkit/Toolbox Software. Certain Toolkit Software may include limited portions in source code (human-readable) form for which modifications are not supported by Schneider Electric.

5. Governing Law and Dispute Resolution. For purposes of the Citect SCADA Software, this EULA shall be exclusively

governed by the laws of New South Wales, Australia to the exclusion of said country's conflict of law rules.

Any dispute between You and Schneider Electric arising out of or in connection with this EULA and/or the Software Product or its documentation, whether based on contract, warranty, tort (including negligence), strict liability, statute or otherwise, which cannot be amicably settled, shall in all cases be finally settled according to the law governing this EULA as defined above, by the courts of the State of New South Wales (Australia), to the exclusion of any other jurisdiction whatsoever, including in case of plurality of defendants, injunction-like or emergency proceedings and appeal in warranty.

SCHEDULE F

Ampla

ALL LICENSE RESTRICTIONS AND REQUIREMENTS CONTAINED IN SCHEDULE F ARE IN ADDITION TO AND NOT IN LIEU OF THE LICENSE RESTRICTIONS AND REQUIREMENTS SET FORTH IN THE EULA. UNLESS OTHERWISE DEFINED HEREIN, ALL CAPITALIZED TERMS SHALL HAVE THE MEANING SET FORTH IN THE EULA.

1. Definitions.

1.1 "CAL" (Client Access License) means a usage license required for each Client that runs, accesses or utilizes, directly or indirectly, Software running on a Server.

1.2 "Capacity" means a specific licensed size criteria as described in the Order Form and includes, among other measurements, Reporting Point counts, Session Counts, and Site Counts.

1.3 "Client" means a Device running, accessing or utilizing, directly or indirectly, Server Software.

1.4 "Device" means any physical or virtual environment, node, Server, computer, or other digital workstation, electronic, cellular, or computing equipment that runs, accesses, or utilizes the services of the Software.

1.5 "Reporting Point" means an item that manages how and when data are captured from your data sources. Client applications retrieve data from the reporting point based upon module selection and filter conditions.

1.6 "Data Sources" means configurable data connectors used to connect to external data stores that are being monitored, processed, or utilized by the Software.

1.7 "License Key" means the software key code or a hardware key that is provided with the software product.

1.8 "Per Server Use", also called "concurrent use", means Software licensing wherein the Software may be installed on an unlimited number of Devices provided however that the number of Devices utilizing the services of the Software residing on a single Server is limited by the number of Per Server access licenses purchased as defined in the Order Form, License File, or License Certificate.

1.9 "Pre-Production Release" means Software which has not completed Schneider Electric's formal release requirements and includes beta software, Hot Fixes and SUPs.

1.10 "Repository" means a logical or physical database or means of grouping and/or storing historical data.

1.11 "Server" means any Device that hosts Server Software and can be run, accessed, or used by another Device.

1.12 "Server Software" means those components of, or programs in, the Software that provide services on a Device called a Server on which services may be run, accessed or used by another Device.

2. Software License.

2.1 License. For the purposes of the license of Ampla Software all references to Schneider Electric will refer to Schneider Electric Software Australia Pty Limited ACN 113 112 744

2.2 Client and Server Software Grant. Server Software is licensed on a Per Server/Concurrent Use basis, and may be installed on a single Server that will be the designated Device hereunder, and the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of concurrent Client sessions specified in the License Key. The services of the Server Software are considered to be accessed or utilized when there is a direct or indirect connection between a Device and the Server Software running on the Server (regardless whether the Server Software is accessed or utilized using the Device Software, third party software or an application developed by the Licensee). Client Licenses must be purchased for each specific Device that accesses or utilizes Server Software (which may access or utilize the services of the Server Software on any number of Servers running the Server Software).

2.2 Authorized Applications. For the purpose of this EULA, 'Authorized Applications' shall mean those applications that You create, develop or generate by using the Software (including its programming tool if any) or by loading in such applications, with or without modification, a library of the Software, provided that You have validly licensed said Software from Schneider Electric or its authorized resellers. Authorized Applications include, without this being limitative, applicable runtime engines for the Software and applicable driver interface that You may provide to Your own customers as part of or together with Your Authorized Applications.

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- (vii) You otherwise comply with the terms of this EULA.

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