This Agreement is signed as of the   day of   , 20   .

By signing below, Systems Integrator agrees, represents and warrants that:

(1) Systems Integrator will provide immediate written notice to Schneider Electric Software, LLC ("Schneider Electric") (at the address indicated below) in the event of changes to Systems Integrator's business which impact Systems Integrator's ability to meet all of the requirements of the Schneider Electric Systems Integrator Partner Program level in which Systems Integrator is enrolled.

> Schneider Electric Address for Notice: Schneider Electric Software, LLC
> 26561 Rancho Parkway South
> Lake Forest, CA 92630
> Attention: Vice President and General Counsel
> (949) 727-3200
> (949) 639-1433 (fax)

(2) Systems Integrator will fully comply with all Schneider Electric terms and conditions and policies and procedures of the Schneider Electric Systems Integrator Program, including but not limited to the terms and conditions contained in the attached "Schneider Electric Consignment Addendum To License Agreement" (if applicable); and,

(3) Schneider Electric may terminate Systems Integrator's enrollment in the Schneider Electric Systems Integrator Program at any time with or without cause with no liability to Systems Integrator for such termination.

(4) IN NO EVENT WILL SCHNEIDER ELECTRIC OR ITS OFFICERS DIRECTORS, EMPLOYEES OR REPRESENTATIVES BE LIABLE TO SYSTEMS INTEGRATOR OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL, OR PUNITIVE DAMAGES OR LOSSES, INCLUDING WITHOUT LIMITATION, LOSS OF USE, PROFITS OR GOODWILL, OR LOSS OF DATA, DATA FILES OR PROGRAMS, ARISING OUT OF OR IN CONNECTION WITH THE SCHNEIDER ELECTRIC SYSTEMS INTEGRATOR PARTNER PROGRAM, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

(5) In no event will Schneider Electric or its officers, directors, employees or representatives aggregate liability to Systems Integrator or any third party, from all causes of action and theories of liability, exceed the sum of one thousand dollars ($1,000 USD). The limitation on liability for damages set forth in this Section 5 will not be effected by any failure of the sole and exclusive remedies under this Agreement. This limitation of liability shall apply notwithstanding the failure of the essential purpose of any limited remedies herein.

(6) These terms and conditions shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws principles and excluding the U.N. Convention on Contracts for the International Sale of Goods. Any legal action or proceeding related to these terms and conditions will be brought exclusively in the federal or state courts of the Southern District of California and Systems Integrator hereby submits to the personal jurisdiction and venue therein. The prevailing party in any action hereunder shall be entitled to all actual costs and reasonable attorneys' fees.

(7) Systems Integrator agrees and acknowledges that any services that Systems Integrator provides to Schneider Electric or to an end user / customer while acting as a subcontractor for Schneider Electric are governed by the terms and conditions contained in the Professional Services Agreement between Systems Integrator and Schneider Electric.

(8) If a court of competent jurisdiction finds any provision of this agreement invalid or unenforceable, that provision of the agreement will be amended to achieve as nearly as possible the intent of the parties, and the remainder of this agreement will remain in full force and effect. The waiver by either party of a breach of any provision of this agreement 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 agreement. These terms and conditions constitute the entire agreement between Schneider Electric and Systems Integrator relating to Systems Integrator's renewal and supersede all prior or contemporaneous representations, understandings or agreements whether written or oral, relating to its subject matter.

"Systems Integrator"

Company Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

SCHNEIDER ELECTRIC CONSIGNMENT ADDENDUM TO LICENSE AGREEMENT

This addendum ("Addendum") to the Schneider Electric End User License Agreement (the "EULA") is entered into as of the   day of   , 20   (the "Effective Date"), by and between Schneider Electric Software, LLC ("Schneider Electric"), a Delaware limited liability company and   (the "Consignee").

RECITALS

A.   Consignee desires to use certain Schneider Electric Wonderware software (as indicated on an Order Form) including any License File Software necessary to enable those programs and Documentation relating thereto ("Consignment System").

B.   Schneider Electric desires to give Consignee certain rights to use the Consignment System on the terms and subject to the limitations set forth in this Addendum and the EULA.

NOW, THEREFORE, in consideration of the above and of the covenants hereafter set forth below, the parties agree as follows:

1. Eligibility and Qualification Requirements. To be eligibile for a Schneider Electric Consignment System, Consignee shall be required to meet the following additional requirements:

1.1 Consignee Business. Consignee is: (i) a Systems Integrator, enrolled in the Schneider Electric Systems Integrator Program as stated in the Schneider Electric Systems Integrator Agreement and is primarily in the business of developing, designing and implementing automation systems for its clients; or (ii) other such Schneider Electric approved business entity participating with Schneider Electric in a cooperative marketing or other program.

1.2 Anti-Piracy. Consignee agrees it will not engage in the manufacture or use of counterfeit, pirated, copied or illegal Schneider Electric software and will not engage in the distribution or supply or transfer of counterfeit, pirated, or illegal Schneider Electric software.

1.3 Businees Conduct and Compliance with Laws. Consignee shall conduct its business in accordance with all applicable laws and regulations including, without limitation, the laws of the state and country of Consignee's place of business. Consignee represents that it is familiar with the Foreign Corrupt Practices Act (the "FCPA") and covenants that it has not, and hereafter will not, violate any provision of the FCPA. Consignee certifies that it has read, understood and agrees to comply with the Schneider Electric Principles of Responsibility insofar as it relates to bribery and corruption and no part of the commissions or other compensation paid or payable by Schneider Electric or customers in connection with the EULA will be used for any purpose prohibited by the EULA, applicable sections of the Schneider Electric Principles of Responsibility or applicable law. Additionally, upon the written request of Schneider Electric, Consignee agrees to execute on an annual basis a written certification certifying that it is in compliance with the terms of this Section 1.3 and the EULA. Additional copies of the Schneider Electric Principles of Responsibility are available at:
http://www2.schneider-electric.com/sites/corporate/en/group/sustainable-development-and-foundation/sustainable-governance/sustainable-governance.page

1.4 Consignment License Subscription Fee.
 Upon entering into this Addendum, Consignee shall pay to Consignee's local Schneider Electric Wonderware authorized distributor ("Distributor") an annual consignment subscription fee in accordance with Schneider Electric's then current fee schedule. If Schneider Electric releases an upgraded version of any Software in a Consignment System licensed hereunder while Consignee is enrolled in the Schneider Electric System Integrator Program, then (i) Schneider Electric shall provide to Consignee a copy of the upgraded Consignment System which shall be subject to the terms of this Addendum and the EULA and (ii) Consignee shall promptly pay to Distributor an upgrade consignment subscription fee in an amount to be specified by Schneider Electric but not to exceed the amount of the initial consignment license fee. Consignment license subscriptions are provided to Consignee for its internal use and may not be deployed into any operational process or production line of any kind, or delivered or transferred to any other party. These licenses are a single user license, no copying or concurrent users are permitted. The subscription is site based and permits Consignee to order an appropriate number of licenses to equip each of its developers with Consignment licenses of identical type for the single subscription fee.

1.5 **Schneider Electric Technical Support.**
Consignee shall subscribe to, and maintain Schneider Electric Technical Support for all Consignment Systems (if applicable). Distributor shall provide to Consignee, comprehensive technical support for the Consignment Systems subject to the terms and limitations contained in the EULA and in the Schneider Electric policies and procedures for Schneider Electric Technical Support as they may be amended from time to time. Consignee shall pay for Schneider Electric Technical Support in accordance with Distributor's then current price list. The payment for the initial year of Schneider Electric Technical Support shall be paid by Consignee to Distributor upon signing this Addendum. Run-time (or production phase support) support is not included in Schneider Electric Technical Support for Consignment licenses. Schneider Electric Technical Support is only available to Consignee during the development of an application. When the development application is commissioned (enters production phase) the end user must purchase a Customer First subscription to cover runtime support for the Software involved.

1.6 **Technical Assistance.** Consignee shall provide to its clients all necessary technical assistance regarding the proper installation, operation and maintenance of the automation systems for its clients, including the Schneider Electric software incorporated therein.

2. Modifications to the EULA.

(i) The following section is added to the Schneider Electric End User License Agreement:

"**2.2.5 Additional Use Restrictions.** The Consignment System shall only be used for Consignee's own internal evaluation, demonstration, promotion, development and testing purposes. Consignee shall not disclose the results of any internal benchmark test of the Software to any third party without Schneider Electric 's prior approval. At no time shall the Consignment System nor any part, component or file thereof, be deployed, sold, sublicensed, loaned, gifted, leased, assigned or otherwise transferred to any person or entity including but not limited to use in a manufacturing, production or process facility automation system for any purpose. The Consignment System shall remain the property of Schneider Electric, and is not to be resold, leased, loaned or otherwise transferred to any other party."

(ii) Section 2.1 ("Grant of License and Limitations") of the Schneider Electric End User License Agreement is deleted and replaced with:

"**2.1 Grant of License and Limitations.** In consideration of the license subscription fee and subject to the terms, conditions and limitations set forth in this EULA the limitations set forth in the License File, License Certificate and any Order Form, Schneider Electric grants to Licensee a nonexclusive license to use, execute and display a single instance of the components of the Software specified in the License File, License Certificate or Order Form for which the license fee has been paid solely for Licensee's operations at the location specified in the License File, License Certificate or Order Form. The term of this EULA, including the license to use the Consignment System herein granted, shall commence on the Effective Date and terminate on the date as defined on the License File unless terminated by Licensee or Schneider Electric under Section 11 ("Termination") of the EULA. Thereafter, this EULA may be renewed only by both parties signing and delivering to the other a new EULA substantially in the form of this EULA. The Software is licensed to Licensee, not sold."

3. Effect on EULA. Except as provided herein, the terms and conditions of the EULA shall remain in full force and effect and are hereby reaffirmed and incorporated herein. All terms not defined in this Addendum shall have the meanings ascribed to them in the EULA. The terms of this Addendum shall control over any conflicting terms in the EULA.

IN WITNESS WHEREOF, this Addendum has been entered into as of the Effective Date set forth above.

("Consignee")

By: _____

Name: _____

Title: _____

Date: _____