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12.2.1 Province of Ontario: Notwithstanding Section 12.1, if the Licensee is located in the Province of Ontario, Canada then the EULA shall be governed by and construed under the laws of the Province of Ontario, and the federal laws of Canada applicable therein, without regard to the conflict of laws provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the EULA. The governing language for the EULA shall be English, and no concurrent or subsequent translation of the EULA into any language shall modify any term of the EULA. All documents and communications contemplated thereby or relating thereto shall be drawn up in the English language. *Les parties confirment avoir requis que cet accord, ainsi que tous les documents et communications qui y sont relatifs soient rédigés en Anglais.*

Any claim arising out of or relating to this EULA, or the breach thereof, shall be settled by arbitration. The arbitral panel shall be composed of three arbitrators, appointed as follows: each party shall appoint an arbitrator, and the two arbitrators so appointed shall appoint a third arbitrator who shall act as president of the tribunal. The place of arbitration shall be Toronto, Province of Ontario, Canada. The language of the arbitration shall be in English. The arbitration award shall be final and binding on the parties hereto. Each party shall bear its own costs relating to such arbitration, the parties shall equally share the arbitrators' fees, and the arbitration and all related proceedings and discovery shall take place pursuant to a protective order entered by the arbitrators that adequately protects the confidential nature of the parties' proprietary and confidential information. In no event shall any arbitration award provide a remedy beyond those permitted under the EULA, and any award providing a remedy beyond those permitted under the EULA shall not be confirmed, no presumption of validity shall attach, and such award shall be vacated. No claim may be brought as a class action, combined or consolidated with any other proceeding, nor may any proceeding be pursued in a representative capacity or on behalf of a class. Neither party has the right to act as a class representative or participate as a member of a class of claimants with respect to any claim. Either party may, without waiving any remedy under the EULA, seek from any court of competent jurisdiction any interim or provisional relief that such party deems necessary to protect its confidential information and property rights, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the claim).

12.2.2 Province of Quebec: Notwithstanding Section 12.1, if the Licensee is located in the Province of Quebec, Canada then this EULA shall be governed by and construed under the laws of the Province of Quebec, and the federal laws of Canada applicable therein, without regard to the conflict of laws provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this EULA. The governing language for this EULA shall be English, and no concurrent or subsequent translation of this EULA into any language shall modify any term of this EULA. All documents and communications contemplated thereby or relating thereto shall be drawn up in the English language. *Les parties confirment avoir requis que cet accord, ainsi que tous les documents et communications qui y sont relatifs soient rédigés en Anglais.*

Any claim arising out of or relating to this EULA, or the breach thereof, shall be settled by the provisions of Book Seven of the Code of Civil Procedure of the Province of Quebec and regulations thereunder, as amended from time to time. The arbitral panel shall be composed of three arbitrators, appointed as follows: each party shall appoint an arbitrator, and the two arbitrators so appointed shall appoint a third arbitrator who shall act as president of the tribunal. The place of arbitration shall be Montreal, Province of Quebec, Canada. The language of the arbitration shall be in French if the arbitration is conducted in Montreal. The arbitration award shall be final and binding on the parties hereto. Each party shall bear its own costs relating to such arbitration, the parties shall equally share the arbitrators' fees, and the arbitration and all related proceedings and discovery shall take place pursuant to a protective order entered by the arbitrators that adequately protects the confidential nature of the parties' proprietary and confidential information. In no event shall any arbitration award provide a remedy beyond those permitted under this EULA, and any award providing a remedy beyond those permitted under this EULA shall not be confirmed, no presumption of validity shall attach, and such award shall be vacated. No claim may be brought as a class action, combined or consolidated with any other proceeding, nor may any proceeding be pursued in a representative capacity or on behalf of a class. Neither party has the right to act as a class representative or participate as a member of a class of claimants with respect to any claim. Either party may, without waiving any remedy under this EULA, seek from any court of competent jurisdiction any interim or provisional relief that such party deems necessary to protect its confidential information and property rights, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the claim).

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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 AVEVA address shown on the relevant Order Form (if to AVEVA).

12.8 Assignment. Licensee may not assign this EULA, in whole or in part, without AVEVA's prior written consent. Any attempt to assign this EULA without such consent will be null and void. AVEVA 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 AVEVA for which there may be no adequate remedy at law. Accordingly, you acknowledge and agree that AVEVA 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 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 AVEVA 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.

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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.

AVEVA SOFTWARE, LLC

LICENSEE

By

Name

Title

Date

By

Name

Title

Date

SCHEDULE C-1

SimSci 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:

AVEVA SOFTWARE, LLC

BUYER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

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:

AVEVA SOFTWARE, LLC

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

BUYER

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

SCHEDULE C-3

SimSci PRO/II

ALL LICENSE RESTRICTIONS AND REQUIREMENTS CONTAINED IN SCHEDULE C-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. **Security Mechanisms.** AVEVA and its affiliated companies take all legal steps to eliminate piracy of their software products. In this context, the Software may include a security mechanism that can detect the installation or use of illegal copies of the Software, and collect and transmit data to AVEVA about those illegal copies. Data collected will not include any customer data created with the Software. By using the Software, you consent to such detection and collection of data, as well as its transmission and use if an illegal copy is detected.

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

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

1.4 "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.

1.5 "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, and Device identification.

1.6 "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 Professional Edition allows connecting to one or more instances to each of the following software components: Wonderware System Platform, Wonderware Intelligence, Wonderware MES, Wonderware InBatch, Wonderware Recipe Manager Plus, Wonderware IntelaTrac and AVEVA Avantis.

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

2.3 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 to by the number of developers and active workflows;
- (ii) has no limitations on the number of Connections;
- (iii) is strictly limited to non-production purposes;
- (iv) 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
- (v) 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 Professional or Enterprise Server 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 Professional and Enterprise Software Use and Restrictions.

For Core Based Server Licenses:

- (i) an unlimited number of Connections 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; and
- (iii) the Software must not be used as a hosting solution for third parties.

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 Connection basis, then each Connection can access a single instance of the services of the Server from any Device. 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 AVEVA 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 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 "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 AVEVA'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 AVEVA-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 AVEVA.

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 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.

1.9 "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 AVEVA'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-AVEVA 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 AVEVA.

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 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.

1.7 "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 AVEVA's formal release requirements and includes beta software, Hot Fixes and SUPs.

1.9 "Session Count" means the number of licensed AVEVA-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 AVEVA 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 AVEVA, 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 AVEVA, which AVEVA 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 AVEVA 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 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 AVEVA 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 AVEVA's copyright and other proprietary rights notices; (ii) indemnifies, holds harmless and defends AVEVA 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 AVEVA 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 AVEVA.

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 AVEVA'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 AVEVA 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 AVEVA.

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 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 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 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 AVEVA'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 AVEVA.

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 utilizes 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 AVEVA'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 AVEVA.

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 utilizes 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 AVEVA'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 AVEVA.

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 AVEVA'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 AVEVA.

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 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.

1.9 "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 AVEVA'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 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.

3.3 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 AVEVA.

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 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.

1.9 "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 AVEVA'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 AVEVA 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-AVEVA 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 AVEVA.

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 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.

1.6 "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 AVEVA'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 AVEVA.

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 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.

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 AVEVA.

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 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 "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 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.

1.6 "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.

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 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 QI 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 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 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 AVEVA'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 AVEVA.

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 AVEVA 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 AVEVA 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 AVEVA 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 AVEVA 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, AVEVA 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 AVEVA to you in order to:

- (i) transmit your reports to an AVEVA server located at an AVEVA host center or located in your company in a secured manner;
- (ii) temporarily store your reports on an AVEVA server; and,
- (iii) transmit reports from an AVEVA 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 an AVEVA 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. AVEVA 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 AVEVA'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 AVEVA 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 AVEVA.

8. Services Warranty Disclaimer. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND ARE WITHOUT WARRANTY OF ANY KIND. AVEVA FURTHER DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. AVEVA MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. AVEVA 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. AVEVA 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 AVEVA 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 AVEVA determines, in its sole discretion, may create a risk to the applicable Services, you, AVEVA or to any third parties; or,
- (iv) in the event AVEVA 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 AVEVA.

11. Security. AVEVA uses appropriate physical, electronic and managerial procedures to protect the security of Your Content. While AVEVA strives to protect Your Content, AVEVA cannot guarantee the security of Your Content or the information you transmit. AVEVA 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 AVEVA Privacy Statement. By using the Services, you agree to the terms and conditions contained in the AVEVA Privacy Statement located at https://www.aveva.com/en/Privacy_Policy/ and any modifications or updates thereto.

13. Indemnification. You agree to defend, indemnify and hold AVEVA 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 AVEVA 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.

3. The following provisions apply only if You obtained the Software from the Wind River Marketplace:

3.1 "Wind River Marketplace" means the Wind River Marketplace web application operated by or for Wind River Systems, Inc. ("Wind River"), where Wind River may post and distribute partner products to Wind River Marketplace users.

3.2 Grant of Limited Demonstration License.

Subject to Licensee's compliance with its obligations under this EULA, AVEVA grants to Licensee a royalty free, personal, non-transferable, non-exclusive, non-sub licensable, worldwide, limited demonstration license to perform, display, and use the Software and any content contained in, accessed by, or transmitted through the Software for Licensee's internal business use, solely to evaluate the features, functionality and performance of the Software and solely with the Wind River product VxWorks 7.

3.3 Disclaimer. The following disclaimers on behalf of AVEVA and Wind River are in addition to and not in lieu of the disclaimers set forth in the EULA.

THE SOFTWARE IS PROVIDED AS-IS WITHOUT WARRANTIES OF ANY KIND AND AVEVA, FOR ITSELF AND ON BEHALF OF WIND RIVER, HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY AVEVA, ITS DEALERS, DISTRIBUTORS, OR AGENTS OR EMPLOYEES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES GIVEN IN THIS EULA, AND LICENSEE MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. NEITHER AVEVA NOR WIND RIVER WARRANTS 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.

3.4 Limitation of Liability. The following limitation of liability on behalf of AVEVA and Wind River is in addition to and not in lieu of the limitation of liability set forth in the EULA.

NEITHER AVEVA NOR WIND RIVER SHALL HAVE ANY LIABILITY FOR ANY DIRECT, SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCURRED BY LICENSEE OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF AVEVA OR WIND RIVER 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.

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 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 AVEVA'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 AVEVA 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 AVEVA 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:

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- (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 AVEVA's name, logo or trademarks to market or identify Your Authorized Applications unless You are party to a separate agreement with AVEVA giving You such rights or AVEVA has given You its express prior written consent to do so;
- (iv) You indemnify, hold harmless, and defend AVEVA 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 AVEVA's fault or to strict liability imposed upon AVEVA 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 Authorised 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 AVEVA 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 AVEVA 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 AVEVA.

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

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(iii) You do not use AVEVA's name, logo or trademarks to market or identify Your Authorized Applications unless You are party to a separate agreement with AVEVA giving You such rights or AVEVA has given You its express prior written consent to do so;

(iv) You indemnify, hold harmless, and defend AVEVA 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 AVEVA's fault or to strict liability imposed upon AVEVA 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 Authorised Applications to any third party; and

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

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 AVEVA may use those measures and You agree to follow any requirements regarding such technological measures.

4. Governing Law and Dispute Resolution. For purposes of the Ampla 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 AVEVA 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.