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(EUSLMA)

AGREEMENT N° FT-PRE-80003 REV.8

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21 EXPORT REGULATIONS

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Licensee acknowledges and agrees not to make the Products accessible to users (Employees or others) located in countries subject to restrictions (embargoes) imposed by the Government of Canada and/or the United States of America, through Internet or other types of communication links regardless of the type of License(s): Single Station, LAN or WAN.

You warrant and represent that no Canadian or United States of America federal agency has suspended, revoked or denied your export privileges.

Licensee agrees not to use the Products for any purpose prohibited by these laws including without limitation nuclear weapons, chemical weapons, biological weapons, etc.

22 UPDATED VERSIONS

Famic may from time to time create updated versions of the Software and Documentation and may, upon conditions that it might establish from time to time, make such updates available to Licensee should Licensee have paid in advance for the Maintenance Support Plan as per Section 23 MAINTENANCE SUPPORT PLAN CONDITIONS, and be properly registered, either by proper completion and return of Registration Form to Famic or through Internet. It is Licensee's obligation to ensure that Famic has Licensee's current address. The said updated versions do not include options, features or modules that are marketed independently from what Licensee had purchased.

By installing any updates or other components of the Software that you receive separately as part of the updates, you agree to be bound by any additional License terms that accompany such updates. If

you do not agree to the additional License terms that accompany such updates, you may not install or otherwise use such updates.

Famic may cease supporting existing Software versions used by Licensees. Non supported versions will be shown on the following website: www.automationstudio.com.

22.1 Automatic Updates

Subject to having an active Maintenance Support Plan (see Section 23 MAINTENANCE SUPPORT PLAN CONDITIONS), Licensee may use the Automatic Update function in order to keep the installed Software up to date. This function checks regularly for the availability of new updates and prompts End User in order to install them. The following information is needed for the verification process including: End User's coordinates, installed License(s) number(s), installed Software edition and version number, Machine ID and communication addresses. End User acknowledges and agrees that the use of this function will enable Software to communicate through Internet with Famic's Technical Support Portal in order to download the updates for installation. The End User information obtained by Famic is used only for the Licenses' management.

23 MAINTENANCE SUPPORT PLAN CONDITIONS

23.1 Maintenance Support Services

IN CONSIDERATION OF payment of the Maintenance Support Plan fees, and Licensee's acceptance of all of the related terms and conditions, Famic agrees to offer Licensee the maintenance support services relating to the Products.

Famic agrees to devote reasonable commercial efforts within normal working hours in order to accomplish its obligations, but Famic does not guarantee the end results.

Maintenance support services are available to Technical Support Contacts by telephone, fax, or Internet. They include the following:

- (a) Answer questions relating to the operation, the installation or configuration of Software;
- (b) Discuss the status of Problem(s) reported;
- (c) Provide reasonable guidance for using Software.

Version updates and Problem fixes will either be sent by Internet or on Physical Memory Media.

If in Famic's opinion, the difficulties reported are caused by a lack of knowledge of Software, Famic may consider the Problem(s) reported closed and will suggest to Licensee to attend training seminars.

Famic encourages the use of the Technical Support Portal available through the following website: www.automationstudio.com.

23.2 Validity

The Maintenance Support Plan for Perpetual Licenses is normally valid for a period of one (1) year starting at the purchase date. Licensee may agree with Famic to purchase a Maintenance Support Plan for two (2) or three (3) years.

For Limited Time License, the Maintenance Support Plan starts at the purchase date and is valid for the purchased period of time.

23.3 Fees

The Maintenance Support Plan fees are a percentage of the current Software value. Licensee should contact Famic in order to receive a detailed proposal.

23.4 Renewal

Renewal notices are sent automatically to Licensee prior to the anniversary date of the original purchase of the Maintenance Support Plan for Perpetual Licenses. The renewal cost is based on the current value of the owned Products. Licensee may decide not to renew the Maintenance Support Plan.

Renewal of an already expired Maintenance Support Plan is subject to reinstatement fees and to payments for the lapsed period. A Maintenance Support Plan that has expired for more than two years cannot be renewed. In this case, the Maintenance Support Plan can be made available only with the purchase of a new License.

23.5 Maintenance Support Policies

The Maintenance Support Plan is subject to Famic's technical support policies available on the following website: www.automationstudio.com. The said policies may change from time to time without prior notice.

23.6 Licensee's Obligations

Licensee acknowledges and agrees to the following:

- (a) Install the latest Software versions released by Famic;
- (b) Promptly apply all service releases as they become available;
- (c) Operate Software in compliance with and according to Famic's procedures, instructions and Documentation;
- (d) Not to alter or modify Software or Documentation;
- (e) Report the encountered problems and difficulties in writing and in full details and provide to Famic all required assistance and information in order to diagnose the reported problems. Such information may include: screenshots, data files, log files, dumps, Protection Key content, etc.

23.7 Problem Correction

Following the receipt of Licensee's written notice reporting a problem and provided that Licensee is not in breach of this EUSLMA, Famic will use commercially reasonable efforts during normal business hours in order to correct or provide a Workaround for the Problem in a timely fashion. Famic will take into consideration problems reported by Licensee only if Licensee is able to reproduce them.

Correcting a Problem might require development of Software fixes and testing. When a Problem is not critical, Licensee acknowledges and agrees that the correction of the said Problem could be part of the next future version update.

The process of diagnosing a Problem reported by Licensee may lead Famic to reasonably believe that the Problem is not due to Software and may be caused for instance by:

- (a) One of the reasons as explained in Section 23.6 Licensee's Obligations;
- (b) Non authorized action by Famic made by Licensee or a third party;
- (c) Another software not supplied by Famic;
- (d) Etc.

In this case, Famic will inform Licensee and will suspend the diagnostic process. Famic will resume the process after receiving from Licensee a written notice to do so. If upon the resolution of the Problem Famic determines that it is indeed not due to an error in Software, Famic will invoice Licensee and Licensee agrees to pay the invoices, at Famic's then applicable rates, for time and materials dedicated to the resolution of the said Problem.

23.8 Altered Versions

Famic has no obligation to offer any technical support for versions of Software altered by Licensee or any third party.

23.9 Disclaimer

Famic offers its Maintenance Support Services “AS IS” and does not warrant that they will meet Licensee’s requirements, be error or Problem free, uninterrupted or that all errors or Problems will be corrected.

Except as provided in this EUSLMA, Famic disclaims all expressed and/or implied warranties and conditions pertaining in any way to the Maintenance Support Services, including without limitation, satisfactory quality, any warranty and/or condition of merchantability or fitness for a particular purpose whether expressed or implied by Statute, Common Law, usage of trade, course of dealing, Customs or otherwise.

24 FORUM

As part of its technical support services to the Products, Famic maintains and makes available to users a general public Forum (See Section 24.1 Public Forum) and one or more private Forums (See Section 24.2 Private Forum) to share ideas, information, ways of doing, etc. The Forum is intended to improve the user’s experience with the Products.

Licensee acknowledges and agrees that:

- The Forum is intended to share technical content related to the Products. It is not intended to share or post any political, social, religious, racial, malicious, obscene contents or any other topics. Licensee agrees to limit the content posted in the Forum strictly relating to the Products: ask questions/make requests or provide information or suggestions to help other users.
- The content posted must be objective and respectful of the Products and other users.
- Any content posted on the Forum must be first scanned by appropriate tools and made exempt of viruses and any other type of malware and/or spyware that might be harmful to users accessing it.
- The credentials provided by Famic to Licensee to access the Forum are for his/her exclusive use and cannot be shared to allow other users to view the Forum’s content (in the case of Private Forums) or to post any information whatsoever.
- Any form of Forum’s use different than the above will be considered as a misuse or abuse of the Forum. Famic may terminate Licensee’s access to the Forum and, at its own discretion, may also terminate this EUSLMA and consequently terminate Licensee’s right to use the Products. Licensee may also be held legally responsible for any damage that the misuse of the Forum abuse might cause to Famic or to other users.
- Licensee will diligently inform Famic of any misuse noticed of the Forum.

24.1 Public Forum

Famic maintains and makes available to users a common general public Forum hosted on Famic’s servers. Licensee acknowledges understanding and accepting the following main terms and conditions relating to the Forum’s use:

- The public Forum is not intended to store confidential information.
- No user credentials are required to view the public Forum’s content. However, if a user wants to share content in the public Forum, an access code and a password are required.

- Famic will make its best efforts to maximize the public Forum's availability to users but Famic cannot and Licensee must not expect that the public Forum will always or continuously be available.
- Any content posted in the public Forum is available publicly. It may be accessed and freely used by other users.

24.2 Private Forum

Famic may maintain private Forums intended for the use of specific group of users. Usually, each private Forum is dedicated to the Employees of a specific company or a group of related companies. In such cases, Licensee acknowledges and agrees to the following:

- Licensee may define its own terms and conditions applicable to the use of this private Forum by other colleagues (Employees).
- Both content viewing and content posting in the private Forum will require credentials unique for each individual accessing the private Forum.
- The private Forum will be hosted on Licensee's computers unless Licensee requests from Famic to make the private Forum available on Famic's servers.
- The private Forum will be managed by Licensee unless Licensee requests Famic's assistance for this activity.
- Any content posted in the private Forum is available to other Employees and to Famic's individuals assigned to the management of the private Forum (if any).
- The same terms and conditions explained above relating to the public Forum's objectives, its intended use as well as the content posted and shared on it are applicable to private Forums.

If Famic accepts to host a private Forum on its servers or if Famic accepts to manage a private Forum at Licensee's request, then Licensee acknowledges and agrees that:

- Famic is providing the service as a courtesy to Licensee.
- Famic and any of Famic's third party provider cannot be held responsible for the continuous availability of the private Forum or for guaranteeing the security of the information posted on the private Forum.
- Famic and any of Famic's third party provider cannot be held responsible for any problem whatsoever that might occur in managing the private Forum.
- Licensee cannot engage Famic and/or any of Famic's third party provider in any form of confidentiality agreement due to the fact that Licensee may post in the private Forum confidential information of its own, even if Licensee did inform Famic or any of Famic's third party providers that the information on its private Forum is confidential.
- It is up to Licensee to properly safeguard its confidential information from any unauthorized access.

24.3 No Warranty

Famic maintains and supports the Forums with no guaranty whatsoever that the service will be maintained, the access will be uninterrupted or the information posted or provided meets Licensee's expectations, that is error-free or that all errors will be corrected.

Famic retains the absolute and unconditional rights to shut down any Forum hosted on its servers.

24.4 Disclaimer

Regardless of the type of Forum, whether public or private, Famic disclaims all expressed and/or implied warranties and conditions pertaining in any way to the Forum's support services, including

without limitation, satisfactory quality, any warranty and/or condition of merchantability or fitness for a particular purpose whether expressed or implied by Statute, Common Law, usage of trade, course of dealing or otherwise.

Licensee acknowledges and agrees that Famic and any of Famic's third party providers cannot be held responsible for any content posted on the Forum and may address topics other than those directly related to the Products including without limitation any political, social, religious, racial, malicious and/or obscene contents, disrespectful opinions or any other similar matters.

25 TERMINATION

This EUSLMA will terminate thirty (30) days after the date of written notice sent by Famic to Licensee for failure of making a payment for Products or related services purchased from Famic or from its Distributors or Occasional Resellers.

This EUSLMA will terminate automatically without notice from Famic if:

- The period of time during which the Limited Time License laps.
- Licensee fails to comply with any provision of this EUSLMA other than the ones mentioned above.

Upon termination, Licensee must destroy all written materials and all copies of Software and Documentation, including modified copies, if any.

26 FORCE MAJEURE

If either Party's ability to perform its obligations under this Agreement is curtailed or limited, directly or indirectly due to unforeseen circumstances or causes beyond its reasonable control including: Act of God, act of public enemy, terrorism, acts of governmental bodies or agencies foreign or domestic, sabotage, riot, fire, floods, severe weather conditions, explosions or other catastrophes, epidemics or quarantine restrictions, labor unrest or labor shortages, accident, freight embargoes, war, failure or interruption of the internet service or third party internet connection(s) or infrastructure, power failures, and delays occasioned by carriers or delays of suppliers or because of any other causes beyond the relevant Party's control, in whole or in part, the failure of the relevant Party to perform any obligation under this Agreement, does not constitute a breach or failure of performance under this Agreement for the period of time occasioned by the occurrence. The failing Party due to Force Majeure will make its best efforts to inform the other Party in writing about the circumstances and to limit the delays affecting its performance due to Force Majeure.

27 MISCELLANEOUS

27.1 Notices

Any notice required or permitted to be given under this EUSLMA, shall be communicated in writing. A notice shall be validly communicated if either delivered personally, by e-mail, by fax or by registered or certified mail with return receipt requested. A notice sent by e-mail or fax is deemed to have been received on date of proof of sending to the e-mail address or fax hereinafter mentioned. A notice given by registered or certified mail shall be deemed to have been received five (5) business days after the date when such notice is mailed.

27.2 No Assignment

Licensee may not assign or transfer this EUSLMA, in whole or in part or any and all of its rights or obligations in virtue thereof, by operation of law or otherwise including sale of assets, change of control, etc., without having first obtained Famic's written consent.

27.3 No Waiver

The failure of any Party at any time to require performance by the other Party of any of its obligations hereunder shall in no way affect the right of such Party to require performance thereof by the other Party at any time thereafter. Save provision to the contrary, any waiver by any of the Parties hereto of any of its rights shall be effective only when made in writing and any such waiver is only valid with regard to the rights and circumstances expressly enunciated in the said waiver.

27.4 Audit

To ensure compliance with this EUSLMA, Licensee agrees that upon reasonable notice, Famic or Famic's authorized representatives shall have the right to inspect and audit Licensee's installation, access, and use of the Products. Any such inspection or audit will be conducted during regular business hours at Licensee's facilities or electronically (if feasible), either by Famic or by representatives authorized by Famic for this purpose. If such inspections or audits show that Licensee has installed, used, or permitted use of the Products in a manner that is not permitted under this EUSLMA, then (i) Licensee will be liable to pay for any unpaid License fees as well as the reasonable audit costs; and (ii) without limitation of Section 3 GRANT OF LICENSE TO USE, and unless Famic otherwise elects in writing, License grant with respect to Software and Documentation will terminate immediately. Any information obtained by Famic or Famic's authorized representatives during the course of such inspections and audits will be used and disclosed by Famic solely for purposes of such inspection and audit and for enforcement of Famic's rights under this EUSLMA and applicable laws, unless other uses or disclosures are required under applicable laws. Nothing in this Section shall be deemed to limit any legal or equitable remedies available to Famic for violation of this EUSLMA or applicable law.

27.5 Interest Fees on Unpaid Amounts

Licensee acknowledges and agrees that any unpaid amount by Licensee within the agreed delays, shall bear interest as specified in the corresponding proposals and related invoices.

27.6 Relationship

The relationship between Famic and Licensee is one of seller and buyer. Famic and Licensee will act solely as independent entities/companies, and nothing contained or implied in this Agreement will at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture as between the Parties.

27.7 Promotional Material

Licensee acknowledges and consents that Famic shall be authorized to make references and to mention Licensee as a customer of Famic and user of the Products in promotional material regardless of the media on which such promotional material exists.

27.8 Invalidity

The invalidity of any particular provision of this EUSLMA shall not affect any other provisions hereof.

27.9 Language

The English version of this EUSLMA has precedence and is legally binding in case of inconsistencies with any of its translations.

27.10 Complete Agreement

This EUSLMA constitutes the entire understanding between the Parties in respect of the matters herein and supersedes all prior oral and written understandings, agreements and commitments.

28 GOVERNING LAWS

This EUSLMA shall be construed and governed in accordance with the laws of the Province of Quebec, Canada. Licensee consents to the exclusive jurisdiction of the courts of the District of Montreal (Quebec), Canada.

LICENSEE ACKNOWLEDGES AND AGREES THAT THE TERMS AND CONDITIONS OF THIS EUSLMA

- **WILL ALWAYS SUPERSEDE THE TERMS AND CONDITIONS OF ANY PURCHASE ORDER THAT LICENSEE MAY SEND TO FAMIC;**
- **CANNOT BE REPLACED AND/OR MODIFIED BY THE TERMS AND CONDITIONS SPECIFIED IN A PURCHASE ORDER SENT BY LICENSEE TO FAMIC EVEN IF THE TERMS AND CONDITIONS ON THE SAID PURCHASE ORDER SPECIFY THE CONTRARY.**

LICENSEE ACKNOWLEDGES THAT HE/SHE HAS READ THIS EUSLMA, UNDERSTANDS EACH ONE OF ITS TERMS AND CONDITIONS AND AGREES TO BE BOUND BY THEM. LICENSEE ALSO AGREES THAT THESE TERMS AND CONDITIONS ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF AGREEMENT BETWEEN THE PARTIES, AND THEY SUPERSEDE ALL PRIOR AGREEMENTS, EITHER WRITTEN OR ORAL AND ANY OTHER COMMUNICATIONS BETWEEN THE PARTIES.