SALES AND SERVICE TERMS AND CONDITIONS OF SALE

Unless you the "Customer" have a valid agreement with Schneider Electric IT Corporation or the Schneider Electric IT Corporation affiliate accepting your order which has precedence over this document, the following terms and conditions, including any documents incorporated by reference herein, shall govern all Products and Services delivered by Company.

DEFINITIONS ARTICLE 1

1.1.1 Certain Definitions.

A. "Affiliate" means any entity controlling, controlled by or under common control with either party. "Control" shall mean or indirect the direct ownership of more than fifty per cent (50%) of the voting rights or income interest in a company or other business entity or such other relationship as, in fact, constitutes actual control.

B. "Change" means any alteration or any extra work, delay or other circumstance which results in an adjustment to any of the cost, delivery schedule, and/or any other aspect of the Product or Services.

C. "Cost" means the charges, prices, and fees for the Product and Services.

D. "Commissioning" means on site Start-up and testing of the Products, in accordance with Company's standards.

E. "Documentation" means the Company user guides, operating manuals, education materials, reports generated by the Company Configurator, product descriptions and specifications, technical manuals, supporting materials, and other information relating to the Products or used in conjunction with the Services, whether made available in print, magnetic, electronic, or video format, in effect as of the date (i) the applicable Product is shipped to Customer, or (ii) the applicable Service is provided to Customer.

F. "Entitlement or Entitlements" means the document that memorializes the scope of the Services.

G. "End User" means the third party, final user of the Product or Service.

H. "Equipment" means any and all third party sourced finished goods including spare parts relating thereto. Equipment does not include any Company branded products.

I. "Products" means (individually or collectively as appropriate) such Company hardware, Software, Documentation, supplies, accessories, and other commodities, that have been provided or will be provided by Company pursuant to this AGREEMENT. "Products" does not include Equipment.

J. "Purchase Order" means a written or electronic order from Customer for the purchase of Products, Equipment or Services.

K. "Quotation" means the applicable authorized Company quotation in effect when Company accepts Customer's order.

L. "Services" means the Start-up, Commissioning, repair, and/or maintenance activities provided by Company.

M. "Statement of Work or SOW" means the document used by Company to describe customized Services. A SOW may (i) describe the attributes of the customized Services to be provided, and Company's and Customer's responsibilities relating to such Services; (ii) specify the price for such Services; and (iii) include technical and administrative requirements associated with such Services.

N. "Software" means computer programs and program objects of any kind (including source code and object code), program set-up and customization parameters, tools, and data and the tangible media on which any of the foregoing are recorded (and copies thereof), including middleware and firmware and related updates and upgrades.

O. " Specifications" means Company's published specifications for the Products or Services.

P. "Start-up" means installation of the Product at the End User's site and verification by Company that the Product is in substantial conformance with the Specifications.
Q. "Substantial Completion" means the point in time at which the Products have been installed such that Commissioning and Start-up of the Products may thereafter commence, as further defined herein.

R. "Trademarks" means all applicable trademarks, and service marks legally registered to and claimed or used by Company and its Affiliates.

S. "Vendor" means the manufacturer of Equipment.

T. "Version" or "Release" means a release of Software that contains new features, enhancements, and/or maintenance updates, or for certain Software, a collection of revisions packaged into a single entity and, as such, made available by Company to its customers.

ARTICLE 2. PURCHASE ORDERS

2.1 All Purchase Orders are subject to acceptance by Company. These terms and conditions supersede and replace in their entirety any and all terms and conditions set forth on the face or reverse side of any Purchase Order or other document presented by Customer, except for the specific terms of the Purchase Order setting forth the price, quantity, and delivery location, unless different terms are mutually agreed to between the parties. All Purchase Orders placed with Company for Service(s) shall be subject to availability and Customer's favorable credit status with Company.

2.2 Customer may request a Change to a Product order provided that the request for Change is delivered to Company at least thirty days (30) prior to the scheduled shipping date. Customer shall pay to Company all reasonable costs associated with the Change.

2.3 Customer may cancel a Product order provided that such cancellation is delivered in writing to Company at least thirty days (30) prior to the scheduled shipping date. In the event of any cancellation Customer shall pay to Company a restocking fee equal to 25% of the Product order plus costs incurred by Company for manufactured goods, and 100% for Equipment ordered by Company pursuant to the Purchase Order being cancelled.

ARTICLE 3. PROVISION OF PRODUCTS AND SERVICES

3.1 Transportation of Products. All shipments from Company will be made EXW (Ex Works) as per Incoterm terms 2000. Customer shall reimburse Company for all costs associated with positioning the Products and Equipment at the Customer's site. Shipment dates shall be estimated after Company receives and approves the applicable Purchase Order.

3.2 Title and Risk of Loss. Title and risk of loss pass to Customer at Company's shipping dock in accordance with the shipping terms set forth in Section 3.1 above.

3.3 Installation of Products. If installation is provided for, Company shall install the Product in good working order at the designated location in accordance with the standards agreed to between the parties. Company shall not be liable for any differing, subsurface, latent or concealed conditions encountered in the performance of any Services. The existence of such differing, subsurface, latent or concealed conditions shall constitute a Change.

3.4 Site Preparation. Any specific environmental conditions which are required for the provision of the Services shall be the responsibility of Customer unless otherwise agreed to in writing by Company. Company shall be entitled to rely on the sufficiency and accuracy of any documentation or data, whether written or oral, provided by Customer to Company regarding site conditions and site preparation requirements.

3.5 Health and Safety. If the Customer is subject to health and safety laws or regulations which are more stringent than the health and safety standards governing Company, or if Customer elects to operate under more stringent health and safety standards than those to which Company is subject, and Customer requires Company to comply with those higher standards, Company shall be entitled to charge the Customer any extra costs incurred in so complying. Furthermore, Company may refuse, without any liability to Customer whatsoever, to perform in whole or in part the Services if the site presents unhealthy or unsafe conditions.

3.6 Relocation. If Customer relocates any of the Products which are subject to the terms of an Entitlement without Company agreeing to perform maintenance work as provided under that Entitlement at the new site, Company shall have the right, without any liability to Customer, to terminate the portion of the Entitlement that relates to the new site without any liability to Customer. Any such termination shall not relieve Customer of any maintenance fees to be paid or invoices due under the Entitlement.

3.7 Information. Information and/or notices given by Company to the Customer shall be deemed to be correctly given if provided to employees or representatives of the Customer. Company shall have reasonable access to the sites and the Products.

3.8 Site Access. Company shall have reasonable access to the sites and the Products. Company will be entitled to charge the Customer at its normal rates for the time lost by Company’s employees as a result of delays from the
Customer in granting access to the site. Furthermore, Company will not be required to perform any Service beyond the term of the Entitlement or Entitlement if Customer does not provide reasonable and timely site access.

3.9 Third Party Providers. If a party other than Company services the Products and if in Company’s reasonable opinion, corrective action is required to return the affected Products to their normal operating condition, Company will offer to perform such work at the service rates and spare part prices in force at the time of the offer. Company will not be obliged to perform maintenance work until all remedial work has been done.

3.10 Regulatory Requirements. When required by national regulations or safety rules, an employee or representative of the Customer shall be present in the room where the maintenance work takes place. If no employee or representative of the Customer is present, Company shall have the right to stop its work and to invoice the Customer at its normal labor rate.

3.11 By-Pass Switch. If no installation by-pass switch has been installed by Customer prior to the performance of any Service, it may be necessary to power down all equipment which depends on electricity from the circuit on which work is being performed. Customer must make time available during regular business hours for the shut down to take place and for the services to be performed. Customer is reminded that where there is an installation by-pass switch and it is engaged, or where the product is inoperative, the product does not provide any protection against interruptions or irregularities in, or loss of, electrical power.

3.12 Replacement Parts. If an authorized engineer installs a replacement part, the removed part becomes property of Company as soon as it is detached from the Customer product. Company authorized engineers are authorized to install only replacement parts specified by Company. Company will take possession of defective parts (excluding batteries) for which it has provided replacements and will properly dispose of them at no additional cost to Customer.

ARTICLE 4. PAYMENT

4.1 Payment. Customer agrees to pay, without offset, all invoiced amounts within thirty (30) days of Company’s invoice date. Payment by Customer shall not be contingent upon payment by a third party. If Company places Customer’s account in the hands of an agency or a law firm for collection by legal action, Customer will pay an additional charge equal to the costs of collection including agency and attorneys’ fees and court costs incurred to the extent permitted by laws governing these transactions. In case any invoice is not paid when due, Company shall be entitled to discontinue any maintenance works with fifteen (15) days’ prior notice. Discontinuation of Services does not relieve the Customer of its obligation to pay for the Services previously rendered and to pay the yearly fee in whole for the current year.

4.2 Prices for Services, Additional Services, Contract Renewal and Multi-Year Contracts. If the term of a service Entitlement is for more than one year, yearly invoices will be issued by Company at each anniversary date and shall be paid by the Customer in accordance with the payment terms below. Pricing may be adjusted each year at the anniversary date of an Entitlement. Payment for any additional work not quoted by Company which goes beyond the scope of this Agreement which is approved by Customer will be paid within ten (10) days of the date of the invoice unless otherwise stated on the invoice.

4.3 Taxes. Unless Customer provides acceptable evidence of exemption, Customer shall pay or reimburse Company for all taxes which are imposed upon Customer’s acquisition of Products or Services. Customer shall not be obligated to pay or reimburse Company for any taxes attributable to the sale of any Products or Services which are imposed or measured by net or gross income, capital, net worth, franchise, privilege, any other taxes, or assessments, nor any of the foregoing imposed on or payable by Company.

ARTICLE 5. WARRANTIES

5.1 Limited Hardware Warranty. Company warrants that the Company hardware Products delivered to Customer will be free from defects in workmanship and materials under normal use for the length of time outlined in the hardware Product manual for the relevant hardware Product, current as of the date on which the Product is ordered.

5.2 Limited Software Warranty. Company warrants that during the Software Warranty Period (i) the Software licensed hereunder will perform in substantial conformance to the program specifications; and (ii) the magnetic media on which the Software is furnished will be free from defects in material and workmanship when given normal, proper and intended usage. The warranty period applicable to the Software is sixty (60) days ("Software Warranty Period"). The Software Warranty Period commences on the date of shipment of such Software by Company. No Software updates are provided under this Agreement. Licensor does not warrant that the operation of the Software will be uninterrupted or error-free, or that Software will operate in hardware and software combinations other than as expressly provided for in the Product Specifications or that Software will meet requirements specified by Customer.

5.3 Equipment Warranties. No warranty is made with respect to Equipment, and no recommendation of such Equipment shall imply or constitute any warranty with respect thereto. Warranties associated with Equipment are passed
“as is” from the applicable vendors, and any enforcement of such Equipment warranties shall be between Customer and Vendor.

5.4 **Service Warranties.** Company warrants that the Services to be performed hereunder shall be performed in accordance with recognized professional standards customary in the industry in which the Services are being performed. Should the Services fail to comply with such standards, Company agrees to re-perform such deficient Services at no cost to Customer provided that Company has received written notification within thirty (30) days following the completion of the specific Services giving rise to the claim. FURTHERMORE, CUSTOMER AGREES TO HOLD Company HARMLESS FROM ANY DAMAGES THAT ARISE FROM SERVICES PERFORMED IN STRICT ACCORDANCE WITH THE CUSTOMER’S SPECIFICATIONS OR DIRECTIONS WHICH ARE CONTRARY TO THE COMPANY’S STANDARD PRACTICES.

5.5 **Exclusive Warranties.** THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IMPLIED OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, COMPANY’S WARRANTIES CONTAINED HEREIN RUN ONLY TO CUSTOMER, AND ARE NOT EXTENDED TO ANY THIRD PARTIES.

5.6 **Exclusions.** Company shall not warrant, nor is Company required to provide, any Service on any Product defects (i) resulting from (a) the Product being modified by any person other than Company, (b) incorrect use of the Product (c) unsuitable environmental conditions, or (d) causes not attributable to the Product; or (ii) which were not apparent at the time of the Service visit. Company will submit to the Customer an estimate of the additional repair work required to correct any such defects. Said estimate will be based on Company labour and spare parts price list in force when the estimate is issued. Company will not perform any additional Services without having obtained the Customer’s written approval. The opinion of Company as to whether or not the work is additional maintenance work and therefore not covered under an Entitlement shall be conclusive. Furthermore, Company is not responsible for any software, firmware, information or memory data of Customer or End Users contained in, stored on, or integrated with any Products returned to Company for repair, whether under warranty or not. Company also makes no warranty or representation that its Software will work in combination with any hardware or applications software products provided by third parties, that the operation of the Software will be uninterrupted or error-free, or that all defects in the Software will be corrected.

**ARTICLE 6. TERM**

6.1 **Termination for Non-Payment.** Company may terminate any Entitlement, or any portion thereof, if Customer fails to pay when due any amounts due pursuant to any Purchase Order and such failure continues for a period of thirty (30) days after written notice is given to Customer.

6.2 **Immediate Termination.** Company may terminate a Service obligation immediately if Customer engages a third party to perform emergency or corrective maintenance on equipment which is covered by an Entitlement. In the event of said termination all obligations hereunder shall be terminated and Company shall have no liability for the termination or any damages caused as a result of the third party’s actions or inaction.

6.3 **Termination of Entitlements.** Entitlements are non-cancellable by Customer.

**ARTICLE 7. LIABILITIES**

7.1 **Limitation of Liability.** COMPANY’S MAXIMUM LIABILITY TO CUSTOMER FOR DIRECT DAMAGES WILL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER FOR THE PRODUCT OR SERVICES WHICH IS THE SUBJECT OF THE CLAIM. THE FOREGOING LIMITATION WILL NOT REDUCE COMPANY’S OBLIGATIONS UNDER THE INTELLECTUAL PROPERTY INDEMNIFICATION SECTION OF THIS AGREEMENT, OR COMPANY’S LIABILITY FOR BODILY INJURY CAUSED BY COMPANY’S NEGLIGENCE. NOTWITHSTANDING ANY PROVISION IN THESE TERMS AND CONDITIONS TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY, ITS OFFICERS, DIRECTORS, AFFILIATES OR EMPLOYEES BE LIABLE FOR ANY FORM OF INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER SUCH DAMAGES ARISE IN CONTRACT OR TORT, IRRESPECTIVE OF FAULT, NEGLIGENCE OR STRICT LIABILITY, OR WHETHER SUCH PARTY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 **Applicability of Limitations of Liability.** The limitation of liability in Section 7.1 shall apply to the full extent permitted by law, and shall apply whether liability is grounded in contract, tort, or otherwise, and shall extend to each party and their respective Affiliates, directors, officers, and employees.
ARTICLE 8. SUBSTANTIAL COMPLETION

8.1 Substantial Completion. When Installation is included in the Services, Company shall provide written notice to Customer when Company deems such installation to be Substantially Complete and ready for Commissioning and Start-up. Within five (5) days after receiving notice of Substantial Completion, Customer shall advise Company in writing of any known defects or deficiencies in the Services. Upon receipt of such notice Company shall then take appropriate corrective action. The Installation shall be deemed to have achieved Substantial Completion should Customer fail to reply to Company’s written notice within said five (5) day time period.

ARTICLE 9. ACCEPTANCE

9.1 All Products delivered pursuant to this Agreement will be deemed accepted upon delivery.

ARTICLE 10. INTELLECTUAL PROPERTY INFRINGEMENT

10.1 Third-Party Claims. Company will defend or settle any claim against Customer alleging that a Product provided under these terms and conditions infringes a third party’s U.S. intellectual property right, if Customer:

1. promptly notifies Company of the claim in writing;
2. cooperates with Company in the defense of the claim; and
3. grants Company sole control of the defense or settlement of the claim.

Company will pay infringement claim defense costs, Company negotiated settlement amounts, and court-awarded damages with respect to any such claim.

10.2 Remedies. If such a claim appears likely, then Company may modify the Company Products or Services, procure any necessary license, or replace the affected Product with one that is functionally equivalent. If Company determines that none of these alternatives is reasonably available, then Company will issue Customer a refund equal to the depreciated value of the affected Product.

10.3 Exclusions. Company has no obligation for any claim of infringement arising from:

1. Company compliance with Customer or third party designs, specifications, instructions, or technical information;
2. modifications made by Customer or a third party;
3. Customer non-compliance with the Documentation; or
4. Customer use with non-Company products, software, or services.

11. LICENSE AND RESTRICTIONS

11.1 Software License Grant. Subject to these terms and conditions and the payment of all applicable license fees, Company grants Customer a limited, personal, non-exclusive, non-transferable, non-assignable license to "Use", in object code form, the Version or Release of the Company Software delivered pursuant to this Agreement. For purposes of this Agreement, "Use" means to install, store, load, execute, and/or display one copy of the Software on one device at a time for Customer’s internal business purposes, or the act of Using per this definition. Customer’s Use of such Software is subject to these license terms and the Use restrictions and authorizations for the Software specified herein or as otherwise made available to Customer with the Software (the "Software License"). Additional Software License terms are contained in Exhibit A, and are hereby incorporated by reference.

11.2 Trademarks. Neither Customer nor its Affiliates have any right to incorporate any Trademark into Customer’s or Affiliate’s company name or trade name. Neither Customer nor its Affiliates will alter, cover, obfuscate or remove any Trademarks placed by Company on the Products or any material contained therein.

12. MISCELLANEOUS

12.1 Relationship of Parties. Company is performing only as an independent contractor. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between Company and Customer.
12.2 **Intellectual Property Rights.** Customer shall not have or obtain title to any tangible or intangible property or materials which Company may supply, and all such items may be used only for the performance of the Services.

12.3 **Confidentiality.** Each party acknowledges that in the course of performance of its obligations such party may obtain confidential and/or proprietary information of the other party. "Confidential Information" includes: information relating to development plans, costs, finances, marketing plans, equipment configurations, data, access or security codes or procedures utilized or acquired, business opportunities, names of customers, research, and development; the terms, conditions and existence of this Agreement; any information designated as confidential in writing or identified as confidential at the time of disclosure if such disclosure is verbal or visual; and any copies of the prior categories or excerpts included in other materials created by the recipient party. Each party agrees that, for a period of two (2) years following its receipt of Confidential Information from the other party, whether before or after the effective date of this Agreement, each recipient party shall use the same means it uses to protect its own confidential and proprietary information, but in any event not less than reasonable means to prevent the disclosure and to protect the confidentiality of the Confidential Information. Further, the recipient party shall only use the Confidential Information for the purposes of this Agreement, and shall not disclose the Confidential Information without the prior written consent of the other party. This provision shall not apply to Confidential Information which is (i) already known by the recipient party without an obligation of confidentiality, (ii) publicly known or becomes publicly known through unauthorized act of the recipient party, (iii) rightfully received from a third party (other than an Affiliate or customer of the party owning the Confidential Information) without an obligation of confidentiality, (iv) disclosed without similar restrictions by the Party owning the Confidential Information to a third party (other than an Affiliate or customer of the party owning the Confidential Information), (v) approved by the party owning the Confidential Information, in writing, for disclosure, or (vi) required to be disclosed pursuant to a request of a governmental agency or law so long as the recipient party provides the other party with timely prior written notice of such requirement.

12.4 **Force Majeure.** Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control; however, this provision shall not apply to Customer’s payment obligations.

12.5 **Severability.** If for any reason a court of competent jurisdiction finds any provision of these Terms and Conditions, or portion thereof, to be unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

12.6 **Waiver.** Any waiver of any covenant, condition, or agreement to be performed by a party under this Agreement shall be in writing and signed by an authorized representative of the party against which such waiver is sought to be enforced, and (i) apply only to the specific covenant, condition, or agreement to be performed, the specific instance or specific breach thereof and not to any other instance or breach thereof or subsequent instance or breach.

12.7 **Electronic Communications.** If Company and Customer mutually agree, business communications between the parties, including, but not limited to, Purchase Orders, invoices, and payment, may be submitted electronically. In such case, the parties shall mutually agree in writing upon supplemental terms and conditions, including technical standards, for the electronic exchange of such items including refresh frequency.

12.8 **Remedies.** The remedies set forth in Terms and Conditions shall be the exclusive remedies of the parties.

12.9 **Export Control.** Customer acknowledges and agrees that the commodities, software, and/or technology herein are subject to the export control laws and regulations of the United States and/or other national governments. These regulations include, but are not limited to, the U.S. Export Administration Regulations (US EAR), the U.S. State Department’s International Traffic in Arms Regulations (ITAR), sanction regimes of the U.S. Department of Treasury Office of Foreign Assets Controls (OFAC) and export laws and regulations of the European Union (EU) and/or any of its member states. Buyer will comply with these laws and regulations. Customer shall not, without prior U.S. Government authorization, export, re-export, or transfer any commodities, software, or technology, either directly or indirectly, to any country subject to a U.S. trade embargo or sanction or to any resident or national of said countries, or to any person, organization, or entity on any of the restricted parties lists maintained by the U.S. Departments of State, Treasury, or Commerce. In addition, any commodities, software, or technology herein may not be exported, re-exported, or transferred to any end-user engaged in activities, or for any end-use, directly or indirectly related to the design, development, production, use, or stockpiling of weapons of mass destruction (e.g. nuclear, chemical, or biological weapons, and the missile technology to deliver them). Company may suspend performance if Customer is in violation of any applicable laws or regulations.

12.10 **Governing Law and Dispute Resolution.** THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL NOT BE GOVERNED BY THE PROVISIONS OF THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

[If this Agreement is for Services to be performed in the United States the following shall be inserted here: RATHER THESE RIGHTS AND OBLIGATIONS SHALL BE GOVERNED BY THE LAWS, OTHER THAN CHOICE OF LAW RULES, OF THE COMMONWEALTH OF MASSACHUSETTS.]
(A) RATHER THESE RIGHTS AND OBLIGATIONS SHALL BE GOVERNED BY THE LAWS, OTHER THAN THE CHOICE OF LAW RULES, OF THE PEOPLE'S REPUBLIC OF CHINA:

(B) The parties agree that any and all disputes, claims, controversies or causes of action (each, a "Dispute") which the parties are unable to resolve for any reason after applying the process set out above, shall be completely and finally settled by submission of any such Dispute to arbitration under the rules of conciliation and arbitration of the Shanghai Branch of China International Economic and Trade Arbitration Commission ("CIETAC") then in effect. For resolution of any Dispute, the parties shall select three (3) arbitrators in accordance with such CIETAC rules. Any arbitration proceeding shall take place in Shanghai and shall apply the laws of People's Republic of China. Any award made by the arbitrators shall be final and binding on the parties. Judgment on such award may be entered in any court of appropriate jurisdiction, or application may be made to that court for a judicial acceptance of the award and an order of enforcement, as the party seeking to enforce that award may elect. The parties expressly subject themselves to the personal jurisdiction of such court for the entry of any such judgment and for the resolution of any dispute, action or suit arising in connection with the entry of such Judgment. The language of the arbitration shall be English.

12.11 Data Protection. (a) In this Section "the Directive" means Directive 95/46/EC of the European Parliament and the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and where appropriate, terms used in this clause shall have meanings ascribed to them in the Directive. (b) In the event that either party (the "Receiving Party"), its agents, contractors or employees are permitted access to personal data held by the other party for any reason or are supplied with or otherwise provided personal data by the other party for any purpose, the Receiving Party, its agents, contractors, or employees shall: (i) use and/or hold such personal data only for the purposes and in the manner directed by the other party and shall not otherwise modify, amend or alter the contents of such personal data unless specifically authorized in writing by the other party and shall take all such steps as may be necessary to safeguard such personal data; (ii) comply in all respects with the Directive as well as local applicable law and shall not do or permit anything to be done which might jeopardize or contravene the terms of the other party's notification under the Directive or local applicable law; and (iii) indemnify the other party against all liability, damages, costs, claims and expense which it may incur by reason of any default under this clause or any breach of the Directive or local applicable law attributable to or caused, directly or indirectly, by Receiving Party, its employees, agents or contractors, including without limitation, the failure to prevent disclosure thereof in contravention of the Directive or local applicable law.
EXHIBIT A
SOFTWARE LICENSE AGREEMENT

1 OWNERSHIP
This Software License confers no title or ownership and is not a sale of any rights in the Software. All rights not expressly granted to Customer are reserved solely to Company or its suppliers.

2 ACCEPTANCE
Customer accepts Software upon delivery.

3 UPGRADES
Software Versions or maintenance updates, if available, may be ordered separately or may be available through Software support. Company reserves the right to require additional licenses and fees for Software Versions or separately purchased maintenance updates for Use of the Software in conjunction with upgraded Hardware or Software. When Customer obtains a license for a new Software Version, Customer’s Software License for the earlier Version shall terminate. Software Versions are subject to the license terms in effect on the date that Company delivers or makes the Version available to Customer.

4 LICENSE RESTRICTIONS
Customer may not exceed the number of licenses, agents, tiers, nodes, seats, or other Use restrictions or authorizations agreed to provided to Customer pursuant to this Agreement. Some Software may require license keys or contain other technical protection measures. Customer acknowledges that Company may monitor Customer’s compliance with Use restrictions and authorizations remotely or otherwise. If Company makes a license management program available which records and reports license usage information, Customer agrees to appropriately install, configure and execute such license management program beginning no later than one hundred eighty (180) days from the date it is made available to Customer and continuing in accordance with Company's Instructions.

5 COPY AND ADAPATION
Unless otherwise explicitly permitted by Company in writing, one copy of the object code may be reproduced by Customer, at no additional charge, only for back-up or archival purposes. Customer shall notify Company in writing of its methods and procedures for archiving the object code prior to doing so. If Customer makes a copy for backup purposes and installs such copy on a backup device, Customer may not operate such backup installation of the Software without paying an additional license fee, except in cases where the original device becomes inoperable. If a copy is activated on a backup device in response to failure of the original device, the Use on the backup device must be discontinued when the original or replacement device becomes operable. Customer may not copy the Software onto or otherwise Use or make it available on, to, or through any public or external distributed network. Licenses that allow Use over Customer's intranet require restricted access by authorized users only.

6 REPRODUCTION OF DOCUMENTATION
Customer may, at no additional charge, reproduce (solely for its own internal use) all Documentation furnished by Company pursuant to this Agreement regardless of whether such Documentation is copyrighted by Company. All copies of Documentation made by Customer shall include any proprietary notice or stamp that has been affixed by Company.

7 DESIGNATED SYSTEM.
Notwithstanding anything to the contrary herein, the Software License for certain Software is non-transferable and for use only on a computer system owned, controlled, or operated by, or solely on behalf of, Customer and may be further identified by Company by the combination of a unique number and a specific system type ("Designated System"), and such license will terminate in the event of a change in either the system number or system type, an unauthorized relocation, or if the Designated System ceases to be within the possession or control of Customer.

8 REVERSE ENGINEERING
Customer shall not and shall not permit its Affiliates or any third party to modify, reverse engineer, disassemble, decrypt, decompile, recompile, update, or in any way extract or attempt to make derivative works of all or any part of the Software.

9 USE FOR SERVICE PROVISION
Extending the Use of Software to any person or entity other than Customer as a function of providing services, (i.e. making the Software available through a commercial timesharing or service bureau) must be authorized in writing by Company prior to such action and may require additional licenses and fees.

TERM AND TERMINATION

Unless otherwise specified the Software License granted Customer will be perpetual, provided however that Company may terminate the Software License upon notice if Customer fails to comply with this Software License or the Agreement, or with reasonable notice from Company upon the release of a new Version or Product. Immediately upon termination of the Software License or upon expiration of any individual limited term license, Customer will destroy the Software and all copies of the Software or return same to Company. Customer shall remove and destroy or return to Company any copies of the Software that are merged into adaptations, except for individual pieces of data in Customer's database. Customer may retain one copy of the Software subsequent to termination solely for archival purposes. At Company's request, Customer will certify in writing to Company that Customer has complied with these requirements.

LICENSE TRANSFER

Customer may not sublicense, assign, transfer, rent, or lease the Software or the Software License to any other party.

U.S. FEDERAL GOVERNMENT USE

If the Software is licensed for use in the performance of a U.S. Government prime contract or subcontract, Customer agrees that, consistent with FAR 12.211 and 12.212, commercial computer Software, computer Software documentation and technical data for commercial items are licensed under Company's standard commercial license.

COMPLIANCE

Customer agrees that Company may audit Customer's compliance with the Software License terms. If an audit reveals underpayments then Customer will immediately pay Company such underpayments together with the costs reasonably incurred by Company in connection with the audit and seeking compliance with this sub-section.

EXCLUSIVE REMEDIES

If notified of a valid warranty claim during the warranty period, Company will, at its option, correct the warranty defect for Company Software, or replace all or any part of such Software that it deems to be defective. If Company is unable, within a reasonable time, to complete the correction, or replace such Software, Customer will be entitled to a refund of the license fees paid to Company for use of the defective Software, upon prompt return of such Software to Company. Customer will pay expenses for return of such Software to Company. Company will pay expenses for shipment of repaired or replacement Software to Customer. This sub-section states Company's entire liability for warranty claims.

EXCEPT AS SET FORTH IN THIS SECTION 14, Company MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE OR SERVICES OR THEIR CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR USE BY CUSTOMER. COMPANY FURNISHES THE ABOVE WARRANTIES IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IMPLIED LICENSE

There are no implied licenses.

FREWARE AND OPEN SOURCE

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