

EDUCATIONAL PARTNER SOFTWARE AGREEMENT

This agreement is made and entered into on _____ by and between Schneider Electric Software, LLC a Delaware Limited Liability company with offices at 11044 Research Blvd., Suite A-100, Austin, Texas 78759, USA (hereinafter “Company”) and _____ (hereinafter “Educational Partner”), whose principal place of business is _____.

1.0 Purpose

The purpose of this agreement is to establish and define the relationship between Company and Educational Partner in regards to the licensing of valuable copyrighted software, Wonderware InduSoft Web Studio Educational, for use as a teaching and research tool in a defined educational curriculum. The software must be used in a research or teaching environment. It may not be used for commercial purposes.

2.0 InduSoft Obligations Under This Agreement

Company will issue either soft key or hard key licenses or an activation key for the current version of Wonderware InduSoft Web Studio Educational as well as supporting documentation to the Educational Partner. Company does not charge a fee for either the soft key, hard key or the activation key. However, upon receipt of a hard key, a soft key, an activation key or some combination of the three, Educational Partner shall acknowledge such as a gift, in writing, and send such acknowledgement to Company. Company will also provide Educational Partner training materials for the Wonderware InduSoft Web Studio Educational course.

3.0 Educational Partner Obligations Under This Agreement

The Educational Partner agrees that all software provided by Company under this agreement is provided to them for teaching and research purposes *only*. All other uses must be approved by Company prior to such use.

The Educational Partner promises and agrees not to allow use of the software for commercial uses or other non-academic purposes. Licenses granted under this agreement are issued only for computer hardware owned by the Educational Partner or in the control of the Educational Partner or its students.

The Educational Partner agrees not to modify, alter, change, reproduce, reverse engineer, decompile or disassemble the software provided by Company.

The Educational Partner shall comply with all other rights and obligations specified in the Wonderware InduSoft Web Studio Educational License Agreement. The terms and conditions herein are in addition to, not in lieu of, those specified in the Wonderware

InduSoft Web Studio Educational License Agreement, which is incorporated herein by reference.

The Educational Partner may allow Company the use of Educational Partner's facilities for educational seminars and/or presentations with the prior approval of the Educational Institution.

The Educational Partner gives permission for any educational materials submitted by Educational Partner to be used in Company marketing materials and efforts. Any material that CAN NOT be shared outside of Company should be designated as such before submitting to Company.

4.0 Technical Support

Licenses are issued for the most recent version of the software at the time of signing the contract. Company reserves the right to offer an update to your software for the most recent version at any time.

Company will provide Educational Partner technical support under the terms of this agreement.

5.0 Point of Contact

Company and the Educational Partner designate the following individuals as points of contract for the business relationship Company and Educational Partner define in this agreement:

Company:

Paulo Guerra
Schneider Electric Software, LLC
11044 Research Blvd., Suite A100
Austin, TX 78759
Phone: 877-INDUSOFT (877-463-8763) or (512) 349-0334
Fax: (512) 349-0375
Email: paulo.guerra@schneider-electric.com

Educational Partner:

PRIMARY CONTACT NAME _____
EDUCATIONAL PARTNER _____
DEPARTMENT _____
ADDRESS _____
ADDRESS 2 _____
City, State Zip _____
PHONE: _____
Email: _____

Technical Support:

TECHNICAL CONTACT NAME _____

EDUCATIONAL PARTNER _____

DEPARTMENT _____

ADDRESS _____

ADDRESS 2 _____

CITY, STATE, ZIP _____

PHONE: _____

Email: _____

6.0 No Agency

This Agreement does not establish either party as an agent of the other. Neither party may bind the other to any other contract or obligation whatsoever. At all times the parties agree that they are independent contractors of one another and shall not act on behalf of the other party in any capacity.

7.0 Warranty

COMPANY MAKES NO WARRANTY OF ANY KIND WITH RESPECT TO ITS SOFTWARE, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMIT ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE EDUCATIONAL PARTNER'S USE OF OR INABILITY TO USE THE COMPANY SOFTWARE OR FOR ANY CLAIM BY ANY OTHER PARTY IN SUCH A CAPACITY.

Company warranties are described in the Wonderware InduSoft Web Studio Educational License Agreement.

8.0 Non-Assignment

This agreement shall not be assigned or transferred by the Educational Partner under any circumstances unless written permission for transfer is obtained from an authorized representative of Company.

9.0 Indemnification

Educational Partner agrees to indemnify and hold harmless Company and its officers, directors, employees, and agents from and against any and all claims, demands, costs and liabilities (including all reasonable attorney's fees) of any kind whatsoever, arising directly or indirectly out of any action or omission by Educational Partner, including

without limitation, Educational Partner's performance or failure to perform under this agreement. However, when an Educational Partner is prevented from incurring such liability as a result of state or federal law, Educational Partner is exempt from this Clause.

10.0 Arbitration Clause

All disputes, claims, and controversies between the parties, whether individual, joint, or class in nature, arising from, or relating to this Agreement or any other relationship between the parties, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association, to the extent they are not inconsistent with the provisions of this Section, upon request of either party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Agreement shall preclude any party from seeking equitable or injunctive relief from a court of competent jurisdiction. The statute of limitations, estoppels, waivers, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision. Discovery may be conducted in any such arbitration in accordance with the Federal Rules of Civil Procedure. The site of the arbitration shall be Austin, Texas.

11.0 Term of Agreement

This agreement is valid from the date of signing. Thereafter, the agreement shall remain in full force and effect unless either party notifies the other, providing thirty (30) days notice of its intent to terminate. The right to terminate this agreement shall be available to either party at any time. This agreement shall be automatically terminated if any of the obligations set forth in this agreement are not fulfilled as agreed. Upon termination, all software shall be uninstalled and all copies of InduSoft Web Studio software and supporting materials distributed to the Educational Partner under this agreement shall be returned to Company and no copies will be retained by the Educational Partner.

This agreement will continue in force for a period of twelve (12) months. Annual revival of this agreement shall be automatic unless terminated by either party.

12.0 Entire Agreement

This agreement sets forth the entire agreement of understanding between Company and the Educational Partner as to the use of the InduSoft Web Studio software distributed to the Educational Partner, and the requirements which must be met in exchange for Company providing these materials. Company reserves the right to periodically audit Educational Partner's commitment to and fulfillment of the requirements of this agreement. This supersedes all prior agreements, negotiations, commitments and discussions between the parties as to the subject matter herein.

13.0 Authorization

Both Company and Educational Partner have caused this Agreement to be executed by their duly authorized representatives, signed and dated below:

EDUCATIONAL PARTNER

COMPANY

Accepted By

Accepted By

Printed Name

Printed Name

Title

Title

Date

Date