



1 DEFINITIONS

In this Agreement, the following expressions shall have the following meanings:

"Annual Maintenance Support Plan" - Means the Software technical support activities made available by Famic to Licensee on an annual basis. This includes new version updates, error fixes, Software and Documentation enhancement, remote technical support by telephone, fax or through Internet. This expressly excludes: training, remote or on-site Software installation, Software customization, operational environment installation and configuration (operating system, database, Local Area Network, etc.), which can be offered by Famic at the then applicable Famic's rates.

"ASEE" - Means Automation Studio Educational Edition.

"ASPE" - Means Automation Studio Professional Edition.

"Documentation" - Means the User's Manuals, as well as all documentation that Famic shall remit to Licensee from time to time with regard to the use of the Software and proper exploitation of the present License.

"EUSLMA" - Means the present Automation Studio End User Software License and Maintenance Agreement applicable to the use of the Software.

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"Licensee" - Shall mean the Registered User as identified on the returned Registration Form or via the Internet.

"Network License" - Means an Automation Studio license to be used on a Local or Wide Area Network (LAN / WAN) by two or more Licensees as agreed upon and authorized by Famic.

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"Protection Key" - Means that hardware device delivered with the copy of the Software intended to protect against illegal copying and unauthorized use besides Licensee.

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"Software" - Means Automation Studio software V5.7 and higher identified by copy Number(s) listed in the Registration Form. The Software is contained on the Software's CD-ROM / DVD-ROM and Protection Key including Software program(s), libraries or files in machine readable form, parameters, configuration data, instruction manuals, user manuals and other information relevant to such Software developed by Famic and any improved, modified or corrected versions of them.

"Technical Support Contact" - Means the Licensee or the individual designated by Licensee in order to represent Licensee in contacts with Famic relating to Automation Studio's technical support. Technical Support Contacts are considered technically competent and able to communicate. They are able to implement instructions supplied by Famic to the Software and/or operational environment configuration. The number of Technical Support Contacts is normally limited to one (1) per Software License. Famic and Licensee can agree on a higher number of Technical Support Contacts depending on the quantity of installed Software Licenses and their geographical locations.

"User's Manuals" - Means the written documentation provided by Famic with the Software in order to explain its installation, operation, maintenance, etc.

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"Workaround" - Means a change in the way of operating the Software or in the procedures followed by Licensee, which allows avoiding a Problem.

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Famic warrants to Licensee that the User's Manuals are substantially complete and contain information which Famic deems necessary for use of the Software.

The Software functions substantially as described in the User's Manuals for a period of three (3) months after their delivery by Famic provided that:

- (a) The Software is installed according to Famic's procedures and instructions;
- (b) Licensee has promptly applied all service releases and problem fixes made available by Famic;
- (c) The Software is operated in compliance with and according to Famic's procedures, instructions and Documentation;
- (d) The Software is used by sufficiently competent and trained personnel;
- (e) Licensee has notified Famic of any defect or problems within thirty (30) days after the Software and Documentation were delivered to Licensee by Famic.

Following the receipt of Licensee's written notice as explained in paragraph (e) above and provided that Licensee supplies all the assistance required to Famic in order to diagnose the problem, Famic, at its sole and exclusive option, will use commercially reasonable efforts during normal business hours to fix the Software and Documentation, exchange the Software and Documentation, provide a workaround for the Software and Documentation or refund the Software and Documentation as set in Section "5 LIMITATION OF LIABILITY".

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Famic may cease supporting existing Software versions used by Licensees. Non supported versions will be shown at the following Web site: <http://www.automationstudio.com>.

11.1 Automatic Updates

Subject to having an active Annual Maintenance Support Plan (See Section 12), Licensee can use the Automatic Update function in order to keep the installed license(s) up to date. This function checks regularly for the availability of new updates and prompts Licensee in order to install them. The following information is needed for the verification process: installed Software license(s) number(s), installed Software edition and version number, the IP address for communications. No personal information is needed in order to make the verification. Licensee acknowledges and agrees that the use of this function will enable the Software to communicate through internet with the Automation Studio™ technical support portal in order to download the updates for installation.

12 ANNUAL MAINTENANCE SUPPORT PLAN CONDITIONS

12.1 Maintenance Support Services

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

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:

- Answer questions relating to the operation, the installation or configuration of the Software;
 - Discuss the status of Problem(s) reported;
 - Provide reasonable guidance for using the Software.
- Version updates and Problems fixes will either be sent by Internet or on CDROM.

If in Famic's opinion, the difficulties reported are caused by a lack of knowledge of the Software, Famic will suggest to Licensee to attend training seminars.

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

12.2 Validity

The Annual Maintenance Support Plan is valid for a period of one (1) year starting at the purchase date.

12.3 Fees

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

12.4 Renewal

A renewal notice is sent automatically to Licensee prior to the anniversary date of the original purchase of the Annual Technical Support Plan. The renewal cost is based on the current value of the owned Software. Licensee may decide not to renew the Annual Technical Support Plan.

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

12.5 Maintenance Support Policies

The Annual Maintenance Support Plan is subject to Famic's technical support policies available on the following Web site: <http://www.automationstudio.com>. The said policies may change from time to time without prior notice.

12.6 Licensee's Obligations

Licensee acknowledges and agrees to the following:

- Install the latest Software versions released by Famic;
- Promptly apply all service releases as they become available;
- Operate the Software in compliance with and according to Famic's procedures and instructions and Documentation;
- Not to alter or modify the Software;
- 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: screen shots, data files, log files, dumps, Protection Key content, etc.

12.7 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 the Software and may be caused for instance by:

- One of the reasons as explained in Section "12.6 Licensee's Obligations";
- Non authorized action by Famic made by Licensee or a third party;
- Another software not supplied by Famic;
- 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 the Software, Famic will invoice Licensee, at Famic's then applicable rates, for time and materials dedicated to the resolution of the said problem.

12.8 Altered Versions

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

12.9 Disclaimer

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

17 LANGUAGE

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18 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.

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