



INVENSYS SKELTA'S EULA

IMPORTANT, READ CAREFULLY. THIS INVENSYS SKELTA END USER LICENSE AGREEMENT (THE "EULA") IS A LEGALLY BINDING CONTRACT BETWEEN YOU, THE END-USER ("YOU" OR THE "LICENSEE") AND INVENSYS SKELTA ("INVENSYS SKELTA" OR THE "LICENSOR") FOR THE SOFTWARE PRODUCTS LICENSED TO YOU BY INVENSYS SKELTA. EXCEPT TO THE EXTENT YOU ARE BOUND BY A WRITTEN AGREEMENT SIGNED BY BOTH YOU AND INVENSYS SKELTA REGARDING THE USE AND LICENSE OF THIS SOFTWARE PRODUCT, BY INSTALLING OR USING THIS SOFTWARE PRODUCT, YOU, THE LICENSEE, ARE AGREEING TO BE BOUND BY THE TERMS, CONDITIONS AND LIMITATIONS OF THIS EULA, WHICH INCLUDE, BUT ARE NOT LIMITED TO, THE DISCLAIMER OF WARRANTY AND LIMITED WARRANTY, AND LIMITATION OF INVENSYS SKELTA'S LIABILITY.

READ THE TERMS AND CONDITIONS OF THIS EULA CAREFULLY BEFORE INSTALLING OR USING THE SOFTWARE. IF YOU DO NOT AGREE TO THE TERMS, CONDITIONS AND LIMITATIONS OF THIS EULA, TERMINATE THE INSTALLATION OF THIS SOFTWARE BY SELECTING "I DO NOT ACCEPT THE LICENSE AGREEMENT" IN THIS WINDOW OR BY CLICKING ON THE "CANCEL" BUTTON. YOU MAY THEN PROMPTLY DELETE THE LICENSE FILES AND SOFTWARE FROM YOUR COMPUTER AND RETURN THE LICENSE FILE MEDIA AND THE ENTIRE MEDIA PACKAGE (INCLUDING DOCUMENTATION AND PACKAGING) WITHIN 30 DAYS OF PURCHASE TO THE PLACE FROM WHICH YOU OBTAINED IT FOR A FULL REFUND.

This EULA applies to all editions (Deployment and Developer Editions) of the Skelta BPM.NET 2009 Software and Documentation unless otherwise indicated. Please note, the Developer Edition Software only grants a development license and not a deployment license – in other words, use of Development Edition Software in a production environment is strictly prohibited under this EULA.

1.0 Definitions.

1.1 "Designated Device" means the single Device owned, leased or otherwise controlled by Licensee at a single location identified on the License File or Order Form on which the Software is to be installed or run.

1.2 "Device" means any physical or virtual client, node, server, computer, or other digital workstation, electronic, cellular, or computing instrument that runs, accesses, or utilizes the services of the Software.

1.3 "Documentation" means the user guides and manuals for the installation and use of the Software, whether provided in electronic, physical media, hard copy, or other form.

1.4 "License Fee" means the fee paid to Invensys Skelta for each specific license for the Software granted hereunder as may be identified in an Order Form.

1.5 "License File" means a component of the Software that enables one or more components of the Software and may also specify the location of the Designated Device(s), the named user(s), and the Licensee.

1.6 "Order Form" means (i) the document in hard or electronic copy by which particular Software is ordered by or for Licensee and by which Invensys Skelta is advised of the location of the Designated Device(s) and (ii) any order confirmation that may be issued by Invensys Skelta or an authorized partner of Invensys Skelta acknowledging receipt of, or accepting, an order by Licensee for particular Software.

1.7 "Software" means the computer software programs identified in this EULA and in any applicable Order Form for which Licensee is granted a license hereunder, the License Files necessary to enable those programs, the Documentation therefore and Updates thereto. All computer programs are licensed hereunder in object code (machine-readable) form only.

1.8 "Update" means: (a) supplemental programs, if and when developed and distributed by Invensys Skelta, 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 Invensys Skelta, which Invensys Skelta 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 Invensys Skelta licenses separately.

2. Grant of License.

In consideration of the License Fee and subject to the terms, conditions and limitations set forth in this EULA and the limitations in any Order Form, Invensys Skelta grants to Licensee a nonexclusive, perpetual (unless terminated by Licensee or Invensys Skelta under Section 9.0 ("Termination") hereof) license to install and use the Software as stated in this EULA. The Software is licensed to Licensee, not sold.

2.1 Software. This license permits the installation and use of the Software on a single computer, which may be connected at any point in time to an unlimited number of computers operating on one or more networks subject to Licensee

purchasing the appropriate number of client licenses for such connections and paying the applicable License Fees. Unless specifically stated in the Order Form for the license purchased by Licensee, the Software can only be installed on a single CPU. A single CPU means a maximum of two logical CPU cores detected by the operating system and not necessarily a physical CPU. For example, if the processor is Dual Core, Licensee will only need to purchase one CPU license, however, if the processor is Quad Core, 2 CPU licenses must be purchased by Licensee).

2.2 Software Editions. Deployment Edition Software provides one single deployment license for production deployments on the server. Use of the Developer Edition license is strictly limited to internal development purposes. For any development involving third party software or integrated development environments such as Visual Studio, Licensee must purchase a license for Developer Edition Software even if Licensee has already purchased a license for Deployment Edition Software.

2.3 Software Use. Unless otherwise restricted under this EULA or any Order Form, you may use the Software for the purpose of embedding and enhancing applications, products or web based engines or for any other purpose allowed under this EULA.

2.4 Client License Requirements. For Deployment Edition Software, Licensee must purchase a client access licenses for each user connecting to the server. For Developer Edition Software, Licensee must purchase a license for each machine where such Software is installed and used for development including but not limited to the machine in the build environment.

2.5 User Based License. Any user who is touched by, uses or accesses the Software or the Invensys Skelta system as a workflow participant or for any other purpose is considered as one user consuming one user license. If a user based license is purchased by Licensee, then even for internet facing applications, user licenses must be purchased by Licensee on a per user basis.

There are no CPU limitations in a single computer for user based licenses.

2.6 Server Based License. For server based licenses, an unlimited number of users can access the server irrespective of their locations.

2.7 Concurrent Workflows Based License. This license allows only a specific number of concurrent workflows to be executed, and has no limitations on the number of users. 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.

3. License Restrictions.

3.1 Copy Restrictions. Copyright laws and international treaties protect the Software, including the Documentation. Unauthorized copying of the Software, the Documentation or any part thereof, is expressly prohibited. Subject to these restrictions, Licensee may make one (1) copy of the Software solely for backup or archival purposes, and may make a limited number of copies of the Documentation for use by Licensee in connection with its authorized use of the Software. All titles, trademarks, and copyright and restricted rights notices will be reproduced in such copies.

3.2 Use Restrictions. 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 Invensys Skelta or prohibited by applicable law.

3.3 Transfer and Assignment Restrictions. Licensee may not transfer, sublicense, rent, lease, sell, loan or assign the Software or any part thereof, or any of its rights or duties under this EULA, to any other person or entity without the prior written consent of Invensys Skelta.

3.4 Ownership. Invensys Skelta or Invensys Skelta's Licensors retains all title, copyright and other proprietary rights in, and ownership of, the Software regardless of the media upon which the original or any copy may be recorded or fixed. Licensee does not acquire any rights, express or implied, other than those expressly granted in this EULA.

3.5 Verification/Audit. At Invensys Skelta's written request, not more frequently than annually, Licensee will furnish Invensys Skelta with a signed certification verifying that the Software is being used in accordance with the provisions of this EULA. Invensys Skelta may audit Licensee's use of the Software. Any such audit will be conducted during regular business hours at Licensee's facilities and will not unreasonably interfere with Licensee's business activities. If an audit reveals that Licensee is using Software contrary to the terms and limitations of this EULA then Licensee will be invoiced for additional License Fees consistent with Licensee's actual use of the Software in accordance with Invensys Skelta's then current price list for the Software, which amount will be immediately due and payable. This assessment of additional fees will be without prejudice to any other remedies Invensys Skelta may have for breach of this EULA, including without limitation termination under Section 10 ("Term and Termination").

3.6 Authorization Keys. Authorization keys, if any, may be installed and enabled for use in only one license control utility. You may not modify or make inoperable authorization keys or license control utilities. The number of concurrent workflow



instances or client access licenses ("CALs") that you may run is restricted by the terms of your purchase and is registered on a per CPU basis. In other words, operating the Software on multiple CPUs requires as many licenses as there are CPUs.

4. Third Party Software. The Software may incorporate or embed components or software that is owned by third parties ("Invensys Skelta Licensors"). Use of Invensys Skelta Licensor's components or software embedded in the Software is subject to: (i) the applicable Invensys Skelta Licensor's end user license agreements located at <http://www.skelta.com/license/EULAs/> or, if no such agreements are available at this location, then (ii) this EULA. In addition, Licensee agrees that the embedded components or software may not be used in any other fashion or for any other purpose other than as provided under the Invensys Skelta Licensor's end user license agreement or, if not available at the location above, then this EULA. Copyright and other proprietary rights notices of Invensys Skelta and Invensys Skelta Licensors are contained in the Software, and Licensee will not modify or delete any such notices.

5.0 Support, Services and Updates.

5.1 Technical Support. Technical support and other services are available for an additional fee and are not included in the EULA.

5.2. Update Policy. Invensys Skelta may from time to time, but has no obligation to, create Updates of the Software. Subject to the then current Invensys Skelta product lifecycle, Invensys Skelta will make such Updates available to Licensee with a then current Annual Support Agreement at the time of the release of the Update.

6. Limited Warranties and Disclaimers.

6.1 Limited Warranty. Invensys Skelta warrants for a period of ninety (90) days following delivery of the Software that the Software will perform substantially in accordance with the Documentation. Defective media will be replaced without charge during the 90 day warranty period. During the Warranty period, Invensys Skelta will use commercially reasonable efforts to provide maintenance modifications or fixes with respect to any such material defect in the Software in a reasonably timely manner. If Invensys Skelta is unable to make the Software operate as warranted, then Licensee may, within thirty (30) days after Invensys Skelta's failure to cure or fix the defect, elect to terminate the license granted hereunder and recover the License Fee paid to Invensys Skelta with respect to the defective Software.

6.2 Pre-Production Releases. As an accommodation to Licensee, Invensys Skelta may provide Licensee from time to time a pre-production release of the Software. All such Pre-Production Releases are provided strictly on an "as-is" basis and Invensys Skelta disclaims all warranties, express or implied, for all pre-production releases.

6.3 Disclaimer of All Other Warranties. THE WARRANTIES IN SECTION 6 ABOVE ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY INVENSYS SKELTA, ITS DEALERS, DISTRIBUTORS OR AGENTS OR EMPLOYEES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES GIVEN IN THIS SECTION, AND LICENSEE MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

Invensys Skelta does not warrant that the Software will meet Licensee's requirements, that the Software will operate in combinations other than as specified in the Documentation or that the operation of the Software will be uninterrupted or error-free.

7. Confidentiality. The Software, including the Documentation, the terms and pricing under this EULA, and any other information that may be marked as confidential is confidential and proprietary information of Invensys Skelta ("Confidential Information"). Results of any benchmark tests on the Software run by Licensee may not be disclosed outside of Licensee's organization without the prior written consent of Invensys Skelta. Licensee will hold the Confidential Information in strict confidence during the term of this EULA and for a period of three (3) years thereafter. Licensee will take reasonable steps to ensure that its employees and agents also comply with the confidentiality obligations of this Section. Licensee acknowledges that confidential aspects of the Software (including any source code) is a trade secret of Invensys Skelta, the disclosure of which would cause substantial harm to Invensys Skelta that could not be remedied by the payment of damages alone. Accordingly, Invensys Skelta will be entitled to preliminary and permanent injunctive and other equitable relief for any breach of this Section 7.

8.0 Indemnity. Subject to the limitations in Section 9 ("Liability Limitations") of this EULA, Invensys Skelta shall indemnify, defend and hold Licensee harmless from costs or liabilities (including reasonable attorneys fees) arising from any third party claim or action brought against Licensee alleging that the Software, when licensed in accordance with this EULA, or any Documentation, infringes any patent, copyright or other proprietary right of any third party in the country in which the Software is used by the Licensee ("Claims"), provided that (i) Licensee notifies Invensys Skelta promptly in writing of the Claims and Invensys Skelta is not prejudiced by any delay in providing such notification, (ii) Licensee permits Invensys Skelta to solely control the defense and settlement of the Claims (Invensys Skelta will not admit any liability or wrongdoing on the part of Licensee without Licensee's prior written consent) and (iii) Licensee provides Invensys Skelta with the assistance, information and authority necessary (at the sole cost of Invensys Skelta) for Invensys Skelta to perform its

obligations under this Section 8. Licensee may participate in defense of Claims, with counsel of its own choosing, at its sole expense.

If the Software is held, or is believed by Invensys Skelta, to infringe, then Invensys Skelta will have the option, at its expense, to: (i) modify the Software to be noninfringing; or (ii) obtain for Licensee a license to continue using the Software. If, in Invensys Skelta's sole discretion, it is not economically or commercially reasonable to perform either of the above options then Invensys Skelta may terminate the license for the infringing Software and refund to Licensee the License Fee paid to Invensys Skelta for the infringing Software.

The foregoing Invensys Skelta obligations shall not apply to (i) any Software developed or manufactured to the designs, drawings or specifications furnished and required by Licensee, (ii) Software stored, used, or maintained not in accordance with Invensys Skelta's instructions or recommendations, (iii) Claims resulting from combining the Software with any other goods or services not furnished or otherwise authorized by Invensys Skelta, (iv) modifications to the Software without the prior written consent of Invensys Skelta, (v) parts, goods or software supplied by Licensee or any third party or (vi) Licensee's failure to use corrections or enhancements made available by Invensys Skelta. Invensys Skelta may, at any time, cease to deliver any Software without breaching this EULA if Invensys Skelta reasonably believes such Software is or may be infringing.

This Section 8 states Invensys Skelta's entire liability and Licensee's sole and exclusive remedy for Claims.

9. Liability Limitations. Notwithstanding any provision of this EULA to the contrary, except for Licensee's violation of Sections 2 ("Grant of License"), 3 ("License Restrictions") or Section 7 ("Confidentiality") hereof, in no event will either party, nor anyone else who has been involved in the creation, production or delivery of the Software, including Invensys Skelta licensors, be liable for any indirect, incidental, special, punitive or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party, whether in an action in contract or tort, even if such party has been advised of the possibility of such damages. Invensys Skelta's liability for damages and expenses hereunder or relating hereto (whether in an action in contract, tort or otherwise) will in no event exceed the amount of License Fees paid to Invensys Skelta with respect to this EULA, and if such damages result from Licensee's use of particular Software or technical support services then such liability will be limited to License Fees paid to Invensys Skelta for the Software or services giving rise to the liability.

The provisions of this EULA allocate the risks between Invensys Skelta and Licensee. Invensys Skelta's pricing reflects this allocation of risk and the limitation of liability specified herein.

10.0 Termination.

10.1 Termination. This EULA and the license granted hereunder automatically terminates if Licensee breaches any provision of this EULA including but not limited to the failure to pay in full the License Fee when due. Licensee may terminate the license granted hereunder at any time upon delivery of written notice to Invensys Skelta. Termination will not relieve Licensee of its obligations specified in Section 10.2 and will not entitle Licensee to a refund of any License Fee previously paid.

10.2 Effect of Termination. Upon termination of this EULA or the license granted hereunder, Licensee will cease using the Software, will delete the Software, including the License File(s), from its computer and will either return to Invensys Skelta or destroy the Software, including the License File(s), Documentation, packaging and all copies thereof. If Licensee elects to destroy the Software then Licensee will certify in writing to Invensys Skelta the destruction of the Software. Termination of this EULA and return or destruction of the Software will not limit either party from pursuing other remedies available to it, including injunctive relief, nor will such termination relieve Licensee's obligation to pay all fees and expenses that have accrued or are otherwise owed by Licensee under this EULA or any Order Form received and accepted by Invensys Skelta.

11. General Terms.

11.1 Governing Law and Dispute Resolution. The validity of this EULA and the rights, obligations and relations of the parties hereunder and in any dispute between them will be construed and determined under and in accordance with the substantive laws of the state of Karnataka, India, without regard to such country's principles of conflicts of law. The State courts in the State of Karnataka, India, shall have exclusive jurisdiction to hear all matters relating to this EULA and each of the Parties signing this EULA consents to personal jurisdiction in and venue of such courts and waives any objection to the venue of such courts. Additionally, the Parties waive all rights to trial by jury. To the extent otherwise applicable, the parties hereto agree that the United Nations Convention on the International Sale of Goods will not apply to this EULA.

11.2 Restricted Rights Legend—U.S. Government Users. The Software is a "commercial item" as that term is defined at 48 CFR 2.101 (October 1995), consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 CFR 12.212 (September 1995), and is provided to the U.S. Government only as a commercial end item. Consistent with 48 CFR 12.212 and 48 CFR 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein. Contractor/ manufacturer is

Invensys Skelta Software Private Limited, 2nd Floor, Salarpuria Touchstone Sarjapur Outer Ring Road, Bangalore – 560 087, India

11.3 Export Restrictions. Licensee represents that it will comply with all export control laws and regulations of the United States and applicable countries, including but not limited to regulations of the United States Bureau of Export Administration, prohibiting export of goods, directly or indirectly, to "embargoed" countries. Licensee will ensure that (a) the ultimate destination of the Software is not a destination in violation of any such law or regulation; (b) the ultimate end-user is not a person or entity on the "denied persons list" and (c) the end-user intended use does not violate any regulations regarding Diversion, Nuclear Proliferation, Missile Technology or Chemical or Biological Weapons.

11.4 Force Majeure. Neither party will be responsible to the other for any failure or delay in its performance due to acts of God or other unforeseen circumstances beyond the reasonable control of either party, provided that such party gives prompt written notice thereof to the other party and uses its diligent efforts to resume performance.

11.5 Severability; Waiver. If a court of competent jurisdiction finds any provision of this EULA invalid or unenforceable, that provision of the EULA will be amended to achieve as nearly as possible the intent of the parties, and the remainder of this EULA will remain in full force and effect. The waiver by either party of a breach of any provision of this EULA in one instance shall not operate or be construed as a waiver of any subsequent breach of the same provision or any other provision of this EULA.

11.6 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 Invensys Skelta address shown on the relevant Order Form (if to Invensys Skelta).

11.7 Assignment. Licensee may not assign this EULA, in whole or in part, without Invensys Skelta's prior written consent. Any attempt to assign this EULA without such consent will be null and void. Subject to the foregoing, this EULA will bind and inure to the benefit of each party's permitted successors and assigns.

11.8 Injunctive Relief. A breach of any of the terms contained in this EULA may result in irreparable and continuing damage to Invensys Skelta for which there may be no adequate remedy at law. Accordingly, you acknowledge and agree that Invensys Skelta is therefore entitled to seek injunctive relief as well as such other and further relief as may be appropriate.

11.9 Survival. Following termination or expiration of this EULA, the Parties remain obligated under the provisions of this EULA which by their nature or terms continue after termination or expiration of the EULA, including but not limited to: Sections 3 ("License Restrictions"), 7 ("Confidentiality"), 9 ("Liability Limitations"), 10.2 ("Effect of Termination"), and 11 ("General Terms").

11.10 Anti-Piracy. Licensee agrees it will not engage in the manufacture or use of counterfeit, pirated or illegal software (including the Software); it will not knowingly engage in the distribution or supply or transfer of counterfeit, pirated or illegal software (including the Software) and it will not knowingly supply the Software to end-users or Customers who engage in the use, manufacture, distribution or other supply or transfer of counterfeit, pirated or illegal software (including the Software).

11.11 Entire Agreement. This EULA (together with any information from the Order Forms and License Files necessary to identify the further 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 Invensys Skelta will supersede the terms in any Order Form or other purchasing document submitted by Licensee; and the terms of any Licensee Order Form or other purchasing document are expressly rejected to the extent inconsistent with the terms of this EULA. Certain components of the Software may also be subject to a paper or electronic license agreement delivered by or on behalf of Invensys Skelta concurrently herewith, the terms of which will be supplemental hereto to the extent not inconsistent herewith. 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.