STATE OF TEXAS   §

                                   §

COUNTY OF FORT BEND   §

ADDENDUM TO ISI SECURITY AGREEMENT

THIS ADDENDUM is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and ISI Security, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.
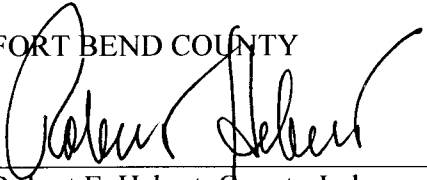
THAT, WHEREAS, the parties have executed and accepted that certain Purchase Agreement for Contractor to provide computers, computers pre-installed with detention facility control software, and the equipment necessary to run the computers, (hereinafter the "Agreement"), attached hereto as "Exhibit A" and incorporated by reference; and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Payment.** Payment shall be made by County within thirty (30) days of receipt of invoice.
2. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
3. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
4. **Confidential Information.** Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Contractor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
5. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Contractor for any reason are hereby deleted.
6. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Contractor in any way associated with the Agreement.
7. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
8. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and

01/20/2015   original returned to Norma @ Purchasing

waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

FORT BEND COUNTY
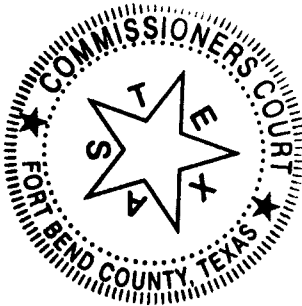
_____
Robert E. Hebert, County Judge

_____1-13-2015_____
Date

ATTEST:

_____
Laura Richard, County Clerk

ISI SECURITY

_____
Authorized Agent – Signature

_____DARWIN L. KATAN_____
Authorized Agent – Printed Name

_____DIRECTOR._____
Title

_____01-07-2015_____
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of **$51,756.00** are available to pay the obligation of Fort Bend County within the foregoing Agreement.

_____
Robert Ed Sturdivant, County Auditor

MLG: I/2015 Agreements/Purchasing/ 01/06/15

EXHIBIT A

www.metroplex-control.com   www.isidet.com

MCS/ISI – Service Division
12903 Delivery Drive
San Antonio, Texas, 78247
Office: (210) 495-5245
Fax: (210) 495-9863

QUOTE

70-2014-665 Page 1

DATE: **November 5, 2014**

FACILITY: Fort Bend County Jail   **SHIP TO:**
PROJECT #:   **ATTENTION:**
ATTENTION: Kevin Bulman   **ADDRESS:**   1410 Williams Way
kevin.bulman@fortbendcountytx.gov   Richmond Texas 77469
REQUEST: **NUMBERS:**   281 341 4617   MAIN
                                                                                     FAX

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
HINKLE		UPS	GROUND		30 days	

QTY	ITEM # 1	DESCRIPTION		UNIT PRICE	LINE TOTAL
3.00	Dell	Central Control Touch Screen Control		$ 3,230.00	$ 9,690.00
		Computer with CCTV video input card		$ -	$ -
		Windows 7 with Wonder Ware Up Date		$ -	$ -
					$ -
13.00	Dell	Tower Control Computers with		$ 3,000.00	$ 39,000.00
		Windows 7 with Wonder Ware Up Date			$ -
		8th Floor 8J, 8K, 8L and 8M			$ -
		6th Floor 6J and 6L			
		4th Floor 4J, 4K, 4L and 4M			
		2nd Floor 2J and 2M			
1.00		ADS Unit		$ 2,500.00	$ 2,500.00
1.00		System Back Up Disks		N/C	
		Material only			
		Site Labor is excluded			$ -
					$ -
					$ -
				Tax Rate = EXEMPT	51,190.00
				SHIPPING	$ 200.00
				SUBTOTAL	$ 51,390.00
				Tax = 8.25%	$ -
				TOTAL	$ 51,390.00

THIS QUOTATION IS ONLY VALID FOR 30 DAYS. PLEASE DO NOT HESITATE TO CONTACT US WITH
QUESTIONS. WE LOOK FORWARD TO SERVICING YOU.

CUSTOMER ACCEPTANCE:_____

PRINT NAME: _____

PURCHASE ORDER #: _____

!Si MCS FIRE & SECURITY COM-TEC MCS PDI

www.metroplex-control.cor   www.isidet.com

MCS/ISI – Service Division
12903 Delivery Drive
San Antonio, Texas, 78247
Office: (210) 495-5245
Fax: (210) 495-9863

QUOTE # | 70-2014-665 page 2

DATE: **November 5, 2014**

FACILITY: Fort Bend County Jail	**SHIP TO:**
PROJECT #:	**ATTENTION:**
ATTENTION: Kevin Bulman	**ADDRESS:** 1410 Ransom Road
kevin.bulman@fortbendcounty.tx.gov	Richmond Texas 77469
REQUEST:	**NUMBERS:** 832-490-7647 MAIN
	FAX

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
HINKLE		UPS	GROUND		30 days	

QTY	ITEM # 1	DESCRIPTION		UNIT PRICE	LINE TOTAL
7.00		10' SVGA monitor cable		$ 15.00	$ 105.00
7.00		10' USB extention cable		$ 9.00	$ 63.00
1.00		25' SVGA Monitor Cable		$ 52.00	$ 52.00
2.00		25' USB Extention Cables		$ 28.00	$ 56.00
5.00		12' C13 computer power cables		$ 18.00	$ 90.00
0.00				$ -	$ -
0.00				$ -	$ -
0.00				$ -	$ -
0.00				$ -	$ -
		Total from Page 1			$ 51,390.00
		Material only			
		Labor is excluded			$ -
					$ -
					$ -
				Tax Rate = EXEMPT	51,756.00
				SHIPPING	$ -
				SUBTOTAL	$ 51,756.00
				Tax = 8.25%	$ -
				TOTAL	$ 51,756.00

THIS QUOTATION IS ONLY VALID FOR 30 DAYS. PLEASE DO NOT HESITATE TO CONTACT US WITH QUESTIONS. WE LOOK FORWARD TO SERVICING YOU.

TOTAL

CUSTOMER ACCEPTANCE:_____

PRINT NAME: _____

PURCHASE ORDER #: _____

!Si MCS FIRE & SECURITY COM-TEC MCS PDI

WONDERWARE SOFTWARE, INTELATRAC (WONDERWARE MOBILE SOLUTIONS) SOFTWARE, ARCHESTRA WORKFLOW SOFTWARE, SKELTA SOFTWARE, FORMS SERVER SOFTWARE, SHAREPOINT CONNECTOR SOFTWARE, DMS ACCELERATOR SOFTWARE, BIZTALK CONNECTOR SOFTWARE, FOXBORO CONTROL SOFTWARE, FOXBORO FIELD DEVICE MANAGER SOFTWARE, FOXBORO INSTRUMENT WORKSHOP SOFTWARE

Invensys End User License Agreement (the "EULA")

IMPORTANT, READ CAREFULLY. THIS EULA IS A LEGALLY BINDING CONTRACT BETWEEN YOU, THE END-USER, ("YOU" OR THE "LICENSEE") AND INVENSYS SYSTEMS, INC. ("INVENSYS" OR THE "LICENSOR") FOR THE SOFTWARE PRODUCTS LICENSED TO YOU BY INVENSYS. READ THE TERMS AND CONDITIONS OF THIS EULA CAREFULLY BEFORE INSTALLING OR USING THE SOFTWARE. BY INSTALLING OR USING THIS SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS 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, THE ENTIRE MEDIA PACKAGE, AND ALL OTHER ITEMS (INCLUDING DOCUMENTATION AND PACKAGING) WITHIN 30 DAYS OF PURCHASE TO THE PLACE FROM WHICH YOU OBTAINED IT FOR A FULL REFUND.

THIS EULA ALSO APPLIES TO ANY UPDATES OR PRE-PRODUCTION RELEASES OF THE SOFTWARE UNLESS SUCH UPDATES OR PRE-PRODUCTION RELEASES ARE ACCOMPANIED BY A SEPARATE END USER LICENSE AGREEMENT.

1. Definitions.

1.1 "Application Name Space" means a system of unique application objects (representing physical, logical, or graphical entities) that interact or are used with the Software.

1.2 "CAL" (Client Access License) means a usage license required for each Client that runs, accesses or utilizes, directly or indirectly, Software running on a Server.

1.3 "Capacity" means is a specific licensed size criteria as described on the License Certificate and includes, among other measurements, Equipment Counts, I/O Counts, Platform Counts, Session Counts, Tag Counts and Site Counts.

1.4 "Client" means a Device running, accessing or utilizing, directly or indirectly, Server Software.

1.5 "Core" means one unit of a physical or virtual processor as detected by the operating system.

1.6 "Device" means any physical or virtual environment, node, Server, computer, or other digital workstation, electronic, cellular, or computing equipment that runs, accesses, or utilizes the services of the Software.

1.7 "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.

1.8 "Equipment" means any physical asset, subcomponent or grouping thereof from which information is captured for use by a Software module(s) for which a functional requirement has been established.

1.9 "Equipment Count" means the number of Equipment.

1.10 "Fallover" means two or more Devices connected wherein one Device is actively utilizing the services of the Software at any instant and the second Device in the application is passive i.e. not utilizing the services of the Software. Further, once the active Device stops utilizing the services of the Software (for a reason of a failure or the Device is taken off line) the passive Device begins to utilize the services of the Software, becoming active.

1.11 "Field Device" means any physical instrument or device which communicates digitally with the automation system to sense and transmit process variable measurements, or manipulates process variables by positioning actuators or controlling drives.

1.12 "Fieldbus Protocols" means the specific protocols which are licensed for use by the Foxboro Field Device Manager Software, such as Foundation™ Fieldbus or Profibus.

1.13 "Hot Fix" means unreleased Software which has not been processed through a full QA cycle and which is designed to correct a specific defect in the Software.

1.14 "I/O Count" means the maximum number of unique external data points that the Software is licensed to monitor at any given time.

1.15 "License Certificate" means a document included with the Software that may provide, among other things, specific information regarding Capacity, name of licensee and location where the Software is licensed for use, Device Identification and Named Users.

1.16 "License Fee" means the fee paid to Invensys or its authorized distributor for each specific license for the Software granted hereunder as may be identified in an Order Form.

1.17 "License File" means a component of the Software that enables one or more components of the Software (for example, authorization keys) and may also specify the location of the Designated Device(s), the Named User(s), and the Licensee. The License File also specifies the Capacity for the Software. Certain components of the Software may be licensed hereunder without a License File. For reference purposes, the components of the Software enabled by a particular License File correlate to Invensys part numbers as may be reflected on the License File or on one or more Order Forms or License Certificates.

1.18 "Load Balance" (or Load Balancing) means Software services are actively distributed and utilized across multiple connected Devices at any instant.

1.19 "Local Field Device Manager User Interfaces" means the number of computers on which the Foxboro Field Device Manager Software may be installed plus the maximum Per Session Count Use of this Software with Terminal Services. The computers on which this Software is installed must also have either the Server or Client install of the Foxboro I/A Series ConfigurationTools pre-requisite Software.

1.20 "Named Device" means a unique named Device. Multiple Devices can not be aggregated into a Named Device.

1.21 "Named User" means an individual person and is unique to the individual. A Named User is not a particular logon name, a group, an organization, part of a company or organization, or any other non-person entity.

1.22 "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 is advised of the location of the Designated Device(s) and (ii) any order confirmation that may be issued by Invensys or an authorized partner of Invensys acknowledging receipt of, or accepting, an order by Licensee for particular Software.

1.23 "Per Device Use", also called "Per Seat Use" means Device licensing as specified in the Order Form, License File, or License Certificate wherein a Device is licensed to access or utilizes the services of the Server Software on an unlimited number of Servers running the Server Software. Licensee must purchase a Per Device ("Per Seat") License for each Device licensed for Per Device Use. This type of license is installed locally on the Device.

1.24 "Per Server Use", also called "concurrent use", means Software licensing wherein the Software may be installed on a unlimited number of Devices provided however that the number of Devices utilizing the services of the Software residing on a single Server is limited by the number of Per Server access licenses purchased as defined in the Order Form, License File, or License Certificate.

1.25 "Per Session Count Use" means Server licensing used in a Terminal Server Edition technology environment wherein the number of Devices accessing or utilizing the services of the Software residing on a single Server at a given point in time is limited by the number of Sessions specified in the license purchased as defined in the Order Form, License File, or License Certificate. Per Session Count Use applies to Terminal Server Edition technology.

1.26 "Per Processor Use" means Server Software licensing wherein a separate license is required for each processor that resides on a single Server.

1.27 "Per Named Device" means Server Software licensed wherein one Named Device is licensed to access or utilize the services of the Server Software on an unlimited number of Servers running the Server Software.

1.28 "Per Named User" means Server Software licensed wherein one Named User using any Device is licensed to access or utilizes the services of the Server Software on an unlimited number of Servers running the Server Software.

1.29 "Platform" means Software that is required in order for a Device to operate with Wonderware Application Server Software.

1.30 "Platform Count" means the number of Devices which are licensed to host the "Platform".

1.31 "Pre-Production Release" means Software which has not completed Invensys' formal release requirements and includes beta software, Hot Fixes and SUPs.

1.32 "Repository" means a logical or physical database or means of grouping and/or storing workflows.

1.33 "Runtime Report" means a discrete report active in the Software.

1.34 "Server" means any Device that hosts Server Software and can be run, accessed, or used by another Device.

1.35 "Server Software" means those components of, or programs in, the Software that provide services on a Device called a Server on which services may be run, accessed or used by another Device.

1.36 "Session Count" means the number of licensed Invensys-based, Microsoft Terminal Services ("TS") Sessions.

1.37 "Site Count" means the number of physical locations or sites for which the Software is configured to monitor.

1.38 "Sitewide Field Device Quantities" means the maximum number of Field Devices configured and supervised, as defined by the number of Field Device tag instances of the licensed Fieldbus Protocol configured into the aggregate of all Foxboro I/A Series configuration tools databases.

1.39 "Software" means the computer software programs 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 except that certain Toolkit Software may include limited portions in source code (human-readable) form for which modifications are not supported by Invensys.

1.40 "SUP" (Single User Product) means modifications to the Software made for a specific licensee.

1.41 "Tag" means a representation of an internal or external data value or calculation result.

1.42 "Tag Count" means the number of internal or external data points or calculations resulting from the Tags that are being monitored, processed, or utilized by the Software.

1.43 "Toolkit Software" means Software designated by Invensys on the Order Form and License File as a "Toolkit" software product and which may include compiled computer code and portions of source code which may be used by the Licensee to extend the functionality of the Software.

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

2. Software License.

2.1 Grant of License and Limitations. In consideration of the License Fee and subject to the terms, conditions and limitations set forth in this EULA the limitations set forth in the License File, License Certificate and any Order Form, Invensys grants to Licensee a nonexclusive license to use, execute and display a single instance of the components of the Software specified in the License File, License Certificate or Order Form for which the License Fee has been paid solely for Licensee's operations at the location specified in the License File, License Certificate or Order Form. The license granted hereunder will continue perpetually unless terminated by Licensee or Invensys under Section 9.0 ("Termination") hereof. The Software is licensed to Licensee, not sold.

2.1.1 Device and Server Software Grant. If you have licensed the Software on a Per Server/Concurrent Use basis, the Software may be installed on a single Server that will be the Designated Device hereunder, and the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of concurrent sessions specified in the License File. The services of the Server Software are considered to be accessed or utilized when there is a direct or indirect connection between a Device and the Server Software running on the Server (regardless whether the Server Software is accessed or utilized using the Device Software, third party software or an application developed by the Licensee).

If the Server Software is licensed on a Per Device Use basis, then a separate CAL must be purchased for each specific Device that accesses or utilizes Server Software (which may access or utilize the services of the Server Software on any number of Servers running the Server Software) and each Per Device CAL must be dedicated to a single Device.

If the Server Software is licensed on a Per Named User basis, then the allocation and identification of the individual Named User must be maintained by Licensee on file at Licensee's location for a minimum of 30 days before the allocation and identification of the Named User can be moved or transferred to a different, separate and unique individual. The identified Named User may activate only one instance of the services of a Server from any Device at any location at any given point in time. Multiple simultaneous instance activations of the services of a Server by a Named User requires an equal multiple number of Named User CALs.

If the Server Software is licensed on a Per Server Use basis, then the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is equal to the number of Device CALs that have been purchased and designated for use for each Device with that Server. Alternatively if access to the Server Software is licensed for use on a Named User basis, then each Named User can access a single instance of the services of the Server from any Device with each Named User CAL purchased. CALs authorize access or use of only the specific Server Software associated with such CAL

If any Software is licensed on a Per Server Use basis, and accesses any database or data source, the Licensee must purchase the required access license for each database or data source accessed. Failure of a Licensee to purchase the required database or data source license is a breach of this EULA.

If the Server Software is licensed on a Per Processor Use basis, then for each processor residing on the Server, a separate Per Processor use license must be purchased. A Per Processor license will allow an unlimited number of Devices to access the services of the Server running the Server Software as long as a Per Processor license has been purchased, pursuant to the Order Form, License File, or License Certificate, for each processor running on the Server.

If the Software is licensed on a Per Session Count Use basis, then the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of Sessions specified in the License File.

    2.1.2 Equipment Count License Grant. Certain components of the Software are licensed according to the Equipment Count. The maximum amount of Equipment that Licensee may capture information about according to established functional requirements is limited to the number of Equipment specified for the Software licensed hereunder as specified in the License File, Order Form or License Certificate.

    2.1.3 Runtime Report License Grant. If the Software is licensed on a Runtime Report basis, the maximum number of Runtime Reports utilized by Licensee per Server is limited to the Runtime Report count for the Software as specified in the License File, Order Form or License Certificate.

2.2 License Restrictions.

    2.2.1 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.

    2.2.2 Use Restrictions. Licensee may transfer the Software from one Designated Device or Application Name Space to another for application development or for operation of the Software provided that: (i) the Software (including the License Files) is completely removed from the initial Designated Device or Application Name Space prior to installing the Software on the second computer or Application Name Space, and (ii) the end-user identification information (including the identification and location of the Designated Computer) contained within the License File remains accurate. The Software may only be used on one Device or Application Name Space at a time, and the component parts of the Software may not be separated for use on more than one Device. 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 or prohibited by applicable law.

    2.2.3 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.

    2.2.4 Multiplexing and Pooling. Use of software or hardware that reduces the number of users directly or indirectly accessing or utilizing Server Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of CALs required. The required number of CALs would equal the number of distinct inputs to the multiplexing or pooling software or hardware "front end".

    2.2.5 Installation Limitations. The media upon which the Software resides may contain multiple copies of some of the components of the Software, each of which is compatible with different microprocessor architectures or different underlying operating systems. Licensee may install the Software for use only with one architecture and one operating system at any given time, consistent with the restrictions in the License File, License Certificate, or Order Form.

    2.2.6 System Platform Software. A System Platform Software license is limited by (i) the size of the Application Name Space, which in turn is limited by the I/O Count, or the Site Count, as defined in the License File, License Certificate or Order Form, and (ii) the number of separate Devices which the System Platform can be physically distributed across, which in turn is limited by the Platform Count as defined in the License File, License Certificate or Order Form, and (iii) the number of TS Sessions which the System Platform can be physically distributed across, which in turn is limited by the TS Session Count as defined in the License Certificate or Order Form. Additionally, (i) the System Platform license contains Software which can be installed on multiple computers, (ii) the Software contained in the license cannot be separated or upgraded separately from the System Platform license and (iii) the license must be used within a single Application Name Space.

    2.2.7 Information Server (formerly SuiteVoyager™). If the Software licensed by Licensee hereunder includes a license for Software known as Information Server, then the Licensee's access to Information Server is limited by Per Server Use. Under Per Server Use the Licensee must purchase an Information Server CAL which limits the number of Devices and/or Users accessing or utilizing the services of Information Server. If Licensee's use of Information Server requires the access of any database, Licensee must purchase the required access license for each database accessed.

    2.2.8 Toolkit Software Restrictions and Rights. A Toolkit Software license provides the ability to extend

Software within the limits of the specific Toolkit License as defined in the License Certificate. Subject to the then current Invensys licensing requirements, Licensee may further distribute the application created with the Toolkit Software with other third party users of Software provided that Licensee: (I) includes Invensys' copyright and other proprietary rights notices; (ii) indemnifies, holds harmless and defends Invensys and its suppliers from and against any claims or lawsuits, including attorney's fees, that arise or result from the use or distribution of the I/O servers, Extension Tools, SDK Tools or Licensee's products; (iii) agrees that all such items are provided "AS IS" without warranty of any kind, and (d) otherwise comply with the terms and limitations of this EULA.

2.2.9 Terminal Server Edition Technology. If Licensee uses Terminal Server Edition or other technology to run two or more instances (copies) of the same Software on a single Server or Device then a separate license must be purchased for each instance (copy) of the Software being run.

2.2.10 Runtime Restriction. If the Software licensed hereunder is for "Runtime" use, then it may only be used to run a specific application, and may not be used either (a) to develop, and/or (b) in conjunction with, new applications, databases, or tables other than those contained in the specific application to which the "Runtime" license relates. This provision does not prohibit Licensee from using a tool to run queries or reports from existing tables, or from using a separately licensed development environment to configure or extend such specific application.

2.2.11 Development Studio and Advanced Development Studio Use and Restrictions. Development Studio includes application development tools that are used to develop applications for deployment of the System Platform Software, InTouch and other Invensys runtime applications as well as tools to configure Historian. Development Studio Software is licensed solely on a Per Device basis. The Development Studio Software may only be used to develop a specific application, and may not be used to run the application in a production environment except for Historian, InTouch Runtime, ActiveFactory, I/O Servers, and InControl if located on the same device as the Development License.

2.2.12 Galaxy Repository (GR) Access. The use of the Galaxy Repository (GR) Access interface and associated .DLLs by a Non-Invensys client application is restricted to the physical device where the Development Studio License is located.

2.2.13 Skelta Developer Edition Software Use and Restrictions. (Please Note: This section does not apply to You unless You are licensing Skelta Developer Edition Software)

The following restrictions are in addition to and not in lieu of the other license restrictions and requirements set forth in this EULA.

The Skelta Developer Edition license:

(i)	is limited by the number of developers and active workflows;
(ii)	has no limitations on the number of users (contributors, participants or initiator's of workflow);
(iii)	is strictly limited to non-production purposes;
(iv)	must not be used on a staging server or test server;
(v)	allows only a specific number of concurrent active workflows to be executed. The 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; and,
(vi)	is subject to the same restrictions set forth in Section 2.2.11.

Additionally, the Skelta Developer Edition license is required:

(i)	for each Device where Skelta Developer Edition Software is installed and used for development purposes including but not limited to the machine in the build environment;
(ii)	for any development extending the core functionality of Skelta Software (for example using Visual Studio); and,
(iii)	even if Licensee has already purchased a license for deployment edition Software such as Skelta Professional Server Software and Skelta Advance Server Edition Software;

The Licensee is responsible for purchasing any necessary third party licenses to extend the core functionality of Skelta Software.

2.2.14 Skelta Professional and Advance Server Edition Software Use and Restrictions. (Please Note: This section does not apply to You unless You are licensing Skelta Professional and/or Advance Server Edition Software)

The following restrictions are in addition to and not in lieu of the other license restrictions and requirements set forth in this EULA.

For User Based Server Licenses:

(i)	a User CAL is required for each Named User connecting to the Server or participating in the workflow;
(ii)	any user who interacts with, uses or accesses the Software as a workflow participant or for any other purpose is considered as one user consuming one user license. Additionally, for internet facing

	applications, User Based Server Licenses must be purchased for each user. There are no Core limitations in a single computer for User Based Server Licenses; and,
(iii)	a User CAL is required for each Named User connecting to or accessing a Repository.

For Core Based Server Licenses:

(i)	an unlimited number of users can access the Server;
(ii)	use of the Software is limited by the number of Cores as defined in the authorization key, Order Form or License File or as identified in the operating system; and,
(iii)	the Software must not be used as a hosting solution for third parties.

For Concurrent Workflow Server Licenses:

(i)	all Core Based Server License restrictions apply; and,
(ii)	only a specific number of concurrent workflows will be executed, and there are no limitations on the number of users. The Software will stop accepting more workflows if concurrency limits are exceeded - i.e. if more than the allowed number of workflows are either waiting or running.

For User Based Advance Server Licenses:

(i)	all User Based Server License restrictions apply; and,
(ii)	a separate User Based Advance Server License is required for each Device participating in an Advance Server Load Balancing cluster and licensed according to the number of users. User CALs are required for the total number of users accessing the Load Balance cluster.

For Core Based Advance Server Licenses:

(i)	all Core Based Server License restrictions apply; and,
(ii)	a separate Core Based Advance Server license is required for each Device participating in an Advance Server Load Balancing cluster and licensed according to the number of Cores in each Device.

2.2.15 Advanced Development Studio Add-On for ArchestrA Workflow Software (including consignment version) Use and Restrictions. (Please Note: This section does not apply to You unless You are licensing Advanced Development Studio with Add-In for ArchestrA Workflow Software)

The following restrictions are in addition to and not in lieu of the other license restrictions and requirements set forth in this EULA.

The Advanced Development Studio Add-On for ArchestrA Workflow license:

(i)	is mandatory for any development extending the core functionality of ArchestrA Workflow Software (for example using Visual Studio);
(ii)	must not be used by more than one developer at a time;
(iii)	has no limitations on the number of users (contributors, participants or initiator's of workflow);
(iv)	is strictly limited to non-production purposes;
(v)	must not be used on a staging server or test server;
(vi)	allows only a specific number of concurrent active workflows to be executed. The Software will stop accepting more workflows if concurrency limits are exceeded - i.e. if more than the allowed number of workflows are either waiting or running; and,
(vii)	is subject to the same restrictions set forth in Section 2.2.11.

The Licensee is responsible for purchasing any necessary third party licenses to extend the core functionality of ArchestrA Workflow Software.

A non-consignment Licensee must purchase a license for Advanced Development Studio Add-On for ArchestrA Workflow Software even if Licensee has already purchased a license for production Software such as Site, Advanced Site, Enterprise and Advanced Enterprise Edition Software.

2.2.16 ArchestrA Workflow Site, Advanced Site, Enterprise and Advanced Enterprise Edition Software Use and Restrictions. (Please Note: This section does not apply to You unless You are licensing ArchestrA Workflow Site, Advanced Site, Enterprise and/or Advanced Enterprise Edition Software)

The following restrictions are in addition to and not in lieu of the other license restrictions and requirements set forth in this EULA.

For User Based Server Licenses:

(i)	a User CAL is required for each Named User connecting to the Server or participating in the workflow;
(ii)	any user who interacts with, uses or accesses the Software as a workflow participant or for any other

purpose is considered as one user consuming one user license. Additionally, for internet facing applications, User Based Server Licenses must be purchased for each Named User. There are no Core limitations in a single computer for User Based Server Licenses; and,

(iii)   a User CAL is required for each Named User connecting to or accessing a Repository

For Core Based Server Licenses:

(i)   an unlimited number of users can access the Server;

(ii)   each Named User accessing the Server requires a Wonderware CAL and a Microsoft CAL;

(iii)   use of the Software is limited by the number of Cores as defined in the authorization key, Order Form or License File or as identified in the operating system; and,

(iv)   the Software must not be used as a hosting solution for third parties;

For User Based Advanced Server Licenses:

(i)   all User Based Server License restrictions apply; and,

(ii)   a separate User Based Advanced Server license is required for each Device participating in an Advanced Server for Load Balancing and Failover cluster and licensed according to the number of users. User CALs are required for the total number of users accessing the Load Balance cluster.

For Core Based Advanced Server Licenses:

(i)   all Core Based Server License restrictions apply; and,

(ii)   a separate Core Based Advanced Server license is required for each Device participating in an Advanced Server for Load Balancing and Failover cluster and licensed according to the number of Cores in each Device.

For Site Edition Licenses:

The Software enabled by Site Edition licenses:

(i)   must not be deployed at more than a single site;

(ii)   is User Based (and not Core Based);

(iii)   is limited to up to twenty-five (25) Named Users;

(iv)   must not be connected to more than one Galaxy;

(v)   must not be connected to more than one instance of Invensys MES;

(vi)   must not be connected to more than one instance of IntelaTrac;

(vii)   must not be connected to more than one instance of Invensys EMI; and,

(viii)   must not be connected to more than one instance of each third party software.

For Enterprise Edition Licenses:

The Software enabled by Enterprise Edition licenses:

(i)   may be deployed at multiple sites;

(ii)   may be User or Core Based;

(ii)   may be connected to one or more Galaxies;

(iii)   may be connected to one or more instances of Invensys MES;

(iv)   may be connected to one or more instances of IntelaTrac;

(v)   may be connected to one or more instances of Invensys EMI; and,

(vi)   may be connected to one or more instances of each third party software.

2.2.17 Extensibility and Connectivity Use and Restrictions. (Please Note: This section does not apply to You unless You are licensing Form Server, SharePoint Connector, DMS Accelerator, and/or BizTalk Connector Software)

The following restrictions are in addition to and not in lieu of the other license restrictions and requirements set forth in this EULA.

Forms Server:

(i)   A Skelta Forms Server license is required for each Web server rendering Skelta Forms;

(ii)   An ArchestrA Workflow Software Site Edition Form Server license is required for each Web server rendering ArchestrA Workflow Software Site Forms; and

(iii)   An ArchestrA Workflow Software Enterprise Edition Form Server License is required for each Web server rendering ArchestrA Workflow Software Enterprise Forms.

<u>SharePoint Connector</u>:

>A SharePoint connector license is required for each SharePoint Server integrating with Skelta BPM.NET or ArchestrA Workflow Software.

<u>DMS Accelerator</u>:

(i) A DMS Accelerator license is required for the SharePoint environment where DMS accelerator is installed; and,

(ii) A separate DMS Accelerator license is also required for each SharePoint Server integrating with Skelta BPM.NET or ArchestrA Workflow Software.

<u>BizTalk Connector</u>:

>A BizTalk connector license is required for each BizTalk Server connecting to Skelta BPM.NET or ArchestrA Workflow Software.

2.2.18 Foxboro Field Device Manager Software Use and Restrictions. (Please Note: This section does not apply to You unless You are licensing S49 Foxboro Field Device Manager Software)

The following restrictions are in addition to and not in lieu of the other license restrictions and requirements set forth in this EULA.

(i) The number of computers upon which Foxboro Field Device Manager Software is installed is restricted to the number of Local Field Device Manager User Interfaces as specified in the ordered S49 license;

(ii) The total number of Field Devices supervised by Foxboro Field Device Manager Software is restricted to the Sitewide Field Device Quantities as specified in the ordered S49 license;

(iii) The Fieldbus Protocols installed are restricted to those specified in the ordered S49 license; and,

(iv) Foxboro Field Device Manager Software is licensed to the user per the capacity and protocol options as specified in this EULA and the ordered S49 License Certificate.

2.3 System Integrator and OEM/VAR License. In some instances, the Software is first delivered to a System Integrator, VAR or OEM. If you are an authorized Invensys Distributor, System Integrator, VAR or OEM who incorporates the software into equipment for delivery to an End User, or you bundle the Software with third party software, you may transfer the Software to an end user provided that the end user agrees to be bound by the terms of this EULA.

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3. Support, Services and Updates.

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the Software.

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10. General Terms.

10.1 Governing Law and Dispute Resolution. This EULA will be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws principles and the U.N. Convention on Contracts for the International Sale of Goods. All disputes, claims or controversies arising out of or relating to this EULA that are not resolved by the parties' good faith attempt to negotiate a resolution will be submitted to final and binding arbitration before JAMS/Endispute, or its successor, in Orange County, California, USA, pursuant to the United States Arbitration Act, 9 U.S.C. Sec. 1 et seq. The arbitration will be conducted in accordance with the provisions of JAMS/Endispute's Streamlined Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration. The parties will cooperate with JAMS/Endispute and each other in selecting a single arbitrator who will be a former judge or justice with substantial experiences in resolving business disputes with particular experience in resolving disputes involving computer software. The costs of arbitration will be shared equally by the parties. The provisions of this Section may be enforced by any court of competent jurisdiction. The arbitrator will not be empowered to award damages in excess of, or inconsistent with, the liability limitations contained in this EULA; however, the prevailing party will be entitled to an award of all costs, fees and expenses, including expert witness fees and attorneys' fees, to be paid by the party against whom enforcement is ordered.

10.2 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 Systems, Inc., 26561 Rancho Parkway South, Lake Forest, CA 92630. Telephone number (949) 727-3200.

10.3 Export Restrictions. Licensee agrees to comply fully with all applicable international and national export laws and regulations, including the U.S Export Administration Regulations and the Office of Foreign Asset Control Regulations, as well as end-use and destination restrictions issued by the U.S and foreign governments to assure that neither the Software nor any direct product thereof are (i) exported, directly or indirectly, in violation of export laws; or (ii) are intended to be used for any purposes prohibited by the export laws.

10.4 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.

10.5   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.

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

10.7   Assignment.   Licensee may not assign this EULA, in whole or in part, without Invensys' 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.

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

10.9   Survival.   The provisions of Sections 2, 4, 5, 6, 7, 9.2 and 10 will survive any termination of this EULA.

10.10   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 will supersede the terms in any purchasing document submitted by Licensee; and the terms of any 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 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.