

INTEGRATOR LICENSE AGREEMENT for ControlMaestro

(the "SOFTWARE PRODUCT") License Model September 15th, 2011

Reserved for ControlMaestro Integrators and Developers.

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ELUTIONS Europe

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- c. "Usage Authentication Dongle" means the ELUTIONS hardware accessory such as a USB-based token, which is necessary to execute and use the Product Software as an End-User.
- d. "Software Update" means any minor Software revision to the Software Product or bug fixes (i.e. providing slight functional improvements) generally made available by ELUTIONS in its sole discretion and implying a modification of the second figure of the number of version (example:1.3 => 1.4).
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3. RIGHTS

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- f. to distribute one (1) Usage Authentication Dongle with each of your End-User License.

Such rights are conditioned upon compliance with restrictions set forth below in Sections 4 and 5.

Usage Authentication Dongle. For each license of your Application You concede to an End-User You must obtain from ELUTIONS a corresponding Usage Authentication Dongle. *Each* Usage Authentication Dongle must be activated directly by each End-User. ELUTIONS will supply you, the required quantity of Usage Authentication Dongles as set forth on the Order submitted by You. Your Order will be booked provided that You pay the corresponding amount in the same time You realise your order.

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- f. Lease, rent or loan the Development Authentication Dongle to any third party;
- g. Allow third parties to access or use the Development Authentication Dongle such as in a timesharing arrangement;
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- a) oblige each End-User to proceed to the activation of each license on the following URL : http://activation.elutions-europe.com;
- b) Protect Software Product at least in same conditions and with same restrictions that the End-User Licence Agreement of ELUTIONS in its last version.

The Application License must explicitly exclude ELUTIONS from all liability for damages or any obligation to provide remedial actions. In no circumstance shall you include a warranty for any form of the Product Software as a part of your Application that is inconsistent with or additional to the limitation of warranty contained in this License.

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The term of this license shall commence on the date of activation of each Development Authentication Dongle for a period in accordance with the French law about the software protection.

7. PAYMENT

Fees for the acquisition and exploitation of the Licenses chosen are billed upon ELUTIONS's receipt of the signed Order.

8. RESPONSIBILITY

ELUTIONS guarantees You against all counterfeiting lawsuits that could be brought against You, because of the possession and/or the use of the Software Product, at the only condition that You had informed ELUTIONS, within eight (8) days, about the summon and had ensured ELUTIONS the free right to defend itself.

You will have and keep the control of the use of the Software Product installed on each computer. This is the reason why You engage your own and only responsibility about the exploitations of the results from the use of the Software Product. You recognise that ELUTIONS will have no responsibility towards You or a third-party, for any damage that could result from the direct or indirect use of the Software Product, excepted counterfeiting actions.

Moreover, ELUTIONS does not warrant that the operation of the Software Product will be uninterrupted, or error-free.

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In any cases, the financial liability of ELUTIONS for damages of any kind whatever relating shall be limited to the total amount paid to ELUTIONS under this agreement.

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ELUTIONS and You will be exempted from charges and responsibilities if the execution of the present agreement, and particularly the installation of the Software Product on your computer, was delayed or impossible in case of absolute necessity, including but not limited to riots, storms, strikes, fires, acts of God...

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If You fail to comply with any provision of this agreement, this license and your right to use the Software Product automatically terminate. This termination does not prevent ELUTIONS from claiming any further damages. Upon the termination or expiration of the Agreement, whatever the grounds may be, You shall make any payment that has accrued up to the date of termination, stop immediately using the Software Product and send back any Equipment, Development Authentication Dongle, non-distributed Usage Authentication Dongle to ELUTIONS.



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Every dispute between both parties about the interpretation or/and the execution of this contract, that could not reach an amicable arrangement, will be brought to the competent court of LYON, FRANCE which has the full competence, wherever the Software Product or the defendant is.

Should You have any questions concerning this Licence please contact ELUTIONS SAS, Parc Technologique de Lyon, 12 allée Irène Joliot-Curie, F-69791 Saint-Priest Cedex, France (European Union).

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13.1. Development Authentication Dongle. ELUTIONS warrants for one year each Development Authentication Dongle will be free from defects in materials and workmanship under normal use and service for the period of validity of this License. ELUTIONS's sole and exclusive obligation, and your sole and exclusive compensation, for breach of the foregoing warranty will be, at ELUTIONS's option, to (i) repair the defective Development Authentication Dongle to correct the defect; (ii) replace the defective Development Authentication Dongle. Unless otherwise authorized by ELUTIONS, shipping, handling, duty and insurance costs for returns will be paid by you.

The replacement of a defective Development Authentication Dongle is supplied at no additional charge.

13.2. Usage Authentication Dongle. ELUTIONS warrants for one year each Usage Authentication Dongle will be free from defects in materials and workmanship under normal use and service for the period of validity of this License. ELUTIONS's sole and exclusive obligation, and your sole and exclusive compensation, for breach of the foregoing warranty will be, at ELUTIONS's option, to (i) repair the defective Usage Authentication Dongle to correct the defect; (ii) replace the defective Usage Authentication Dongle. Unless otherwise authorized by ELUTIONS, shipping, handling, duty and insurance costs for returns will be paid by you.

The replacement of a defective Usage Authentication Dongle is supplied at no additional charge. Otherwise, once the delay of the contractual warranty of one year expired, the cost of the replacement will be at your only charge.

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