



ESTEREL TECHNOLOGIES

ACADEMIC PROGRAM

DEDICATED TO EDUCATION

For the provision of

SCADE Suite



THIS AGREEMENT is made in duplicate and shall commence on the date when the Agreement is executed by all Parties.

BETWEEN: ESTEREL TECHNOLOGIES, a company duly incorporated under the laws of France, having its principal place of business at 8 Rue Blaise Pascal – Parc Euclide –78996 Elancourt Cedex, FRANCE hereinafter referred to as "ESTEREL TECHNOLOGIES")

AND: _____ UNIVERSITY,
having its principal location
at _____
(hereinafter referred to as "UNIVERSITY")

RELATIONSHIP TYPE:

✓ Educational Licensee

WITNESSETH:

WHEREAS, ESTEREL TECHNOLOGIES has developed and has the right to license the SCADE Suite proprietary software, as defined in Appendix "A" annexed hereto.

WHEREAS, UNIVERSITY desires to use ESTEREL TECHNOLOGIES' proprietary software as defined above and under the terms and conditions contained herein.

NOW THEREFORE, the parties hereto have agreed as follows:

1. THE LICENCE

1.1 UNIVERSITY provides educational and training services to its students and intends to use SCADE Suite within the single Site, as defined in Appendix A attached hereto in the performance of these services.

1.2 ESTEREL TECHNOLOGIES hereby grants to UNIVERSITY an annual, personal, non-exclusive and non-transferable Site Licence to use SCADE Suite (The Site Licence being defined as the area where it is authorized to use the licence). This Site Licence shall be restricted to allowing the Licensee to:

1.2.1 use SCADE Suite only for its own use. The Licensee agrees not to use, or allow the use of SCADE Suite documentation in any way that will lead to the development of a software Product which (i) may be offered for sale commercially and, (ii) has functionality substantially similar to SCADE Suite from ESTEREL TECHNOLOGIES.

1.2.2 upon written request by ESTEREL TECHNOLOGIES, Licensee shall set out in writing the number of all copies of SCADE Suite in its possession.

2. TERMS

2.1 Limitation of use:

This Agreement is exclusively dedicated to education and does not concern research purposes.

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UNIVERSITY shall limit its activities related to ESTEREL TECHNOLOGIES technology to SCADE Suite and at the Site designated in Appendix A.

UNIVERSITY shall not offer SCADE Suite to any third party, even on loan, and shall not sub-license them to any third party for use whether inside or outside of the Site

UNIVERSITY shall not use SCADE Suite for the purpose of performing any research programs or other programs for which it receives external funding without the prior written consent of ESTEREL TECHNOLOGIES.

Whenever the Licensee wishes to use SCADE Suite on a research program or other revenue-generating program for the University and on the assumption that ESTEREL TECHNOLOGIES grant the Licensee the right to use SCADE Suite for said program, University is required to contact ESTEREL TECHNOLOGIES for pricing and license terms prior to such a use.

2.2 Agreement period

This Agreement shall continue in full force and effect for a one year period from the date of execution, and shall thereafter be renewed for consecutive periods of one year, unless otherwise terminated in accordance with Section 5.1 or amended in writing by mutual agreement.

2.3 Pricing

ESTEREL TECHNOLOGIES grants Licensee a license allowing 20 simultaneous users on a LAN, at no cost to Licensee.

In addition, Esterel Technologies will provide UNIVERSITY:

- the core SCADE Suite product and any additional module available at the signature of the contract as defined in Appendix A,
- One CD with:
 - SCADE Suite training material
 - SCADE Suite electronic technical documentation set

This offer does not include the provision of Visual C++ software.

The License applies to the most recent SCADE Suite release available on the market. A free upgrade will be provided to the latest available commercial version. ESTEREL TECHNOLOGIES Education licenses have no functionality limitations; features are identical to ESTEREL TECHNOLOGIES' full-powered commercial software.

All orders will be processed and shipped on a best-effort basis.

Training and consulting services are subject to ESTEREL TECHNOLOGIES price list.

Renewal of the yearly license will be provided at explicit UNIVERSITY request, provided the agreement is not terminated.

2.4 UNIVERSITY contribution

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Esterel Technologies is very interested in maintaining very close relationships with Universities so as to improve SCADA Suite and you can help us reach this goal. Therefore, in return for our offer, we will regularly ask for your input on SCADA Suite (feed-back related to the use of the product like bug detection, any application or case studies or educational material developed with the product and any other information that can help us improve SCADA Suite).

UNIVERSITY agrees to give such materials and information free of charge to ESTEREL TECHNOLOGIES, without any usage restrictions.

UNIVERSITY agrees to be cited as an SCADA Suite user and member of Esterel Technologies Academic program in any informational lists provided to other users of the software. UNIVERSITY agrees to make a link to ESTEREL TECHNOLOGIES web site (www.esterel-technologies.com) on its web site, for educational and informational purposes only.

2.5 Maintenance and Technical Support

The Hotline support is optional and priced at US \$1000 per year.

The supported Product should be hosted on a configuration as described in APPENDIX A.

ESTEREL TECHNOLOGIES does not warrant that the operation of SCADA Suite will be uninterrupted or error-free, except to the extent that the software will conform substantially to the documentation supplied. ESTEREL TECHNOLOGIES will attempt to resolve reproducible, reported problems on a best-effort basis.

3. OWNERSHIP AND COPYRIGHT.

- 3.1 UNIVERSITY acknowledges that ESTEREL TECHNOLOGIES is the owner of all Intellectual Property Rights in and to SCADA Suite. No title to the Intellectual Property Rights in SCADA Suite is transferred to UNIVERSITY by this Agreement.
- 3.2 ESTEREL TECHNOLOGIES shall be assigned all Intellectual Property Rights in and to any Modifications to SCADA Suite, regardless of the source of these Modifications, from their inception and for all the duration of such Intellectual Property Rights and throughout the world.

4. LIMITATION OF WARRANTY

- 4.1 Notwithstanding any provision to the contrary, ESTEREL TECHNOLOGIES shall have no liability or responsibility whatsoever toward UNIVERSITY under this Licence with respect to any error, problem or defect in the Licensed Software directly or indirectly arising from any use or modification to SCADA Suite.
- 4.2 THE FOREGOING WARRANTIES OF ESTEREL TECHNOLOGIES ARE IN LIEU OF ALL OTHER WARRANTIES, EITHER LEGAL OR CONVENTIONAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. TERMINATION

5.1 This Agreement may be terminated as follows:

- (a) by either party on each anniversary of the Agreement signature subject to thirty (30) days written notice to that effect.

- (b) by ESTEREL TECHNOLOGIES in the event of a material breach, including non-performance or other material provision of this Agreement, which breach is not cured within thirty (30) days following written notice. Such termination shall not take effect if the breach is remedied by UNIVERSITY to ESTEREL TECHNOLOGIES' satisfaction within said thirty (30) day period;
- (c) by either party upon thirty days notice in the event that either party attempts to assign or transfer its rights and obligations under this Agreement to a third party without the other party's prior written consent, or ceases to function as an ongoing concern or ceases to conduct its operations in the normal course of business, or files a voluntary petition in bankruptcy, or executes an assignment or other transfer of debts for the benefit of creditors, or if in either party's sole opinion the solvency of the other party is in question, or if a material change of ownership of either or a sale or transfer of all, or substantially all of the other party's assets occurs.

5.2 Upon termination by ESTEREL TECHNOLOGIES, UNIVERSITY shall immediately:

5.2.1 cease any use of SCADE Suite authorized hereunder;

5.2.2 return to ESTEREL TECHNOLOGIES all copies of SCADE Suite, (or destroy all copies thereof in UNIVERSITY' s possession and give material evidence of such destruction to ESTEREL TECHNOLOGIES); and

5.2.3 within thirty (30) days thereafter, provide to ESTEREL TECHNOLOGIES, in such form as is satisfactory to ESTEREL TECHNOLOGIES, a sworn statement confirming that UNIVERSITY has complied with the foregoing.

5.3 Neither ESTEREL TECHNOLOGIES nor UNIVERSITY shall by reason of the termination of this Agreement be liable to the other for compensation, reimbursement or damages on account of expenditures, investments, leases or commitments in connection with the business or goodwill of ESTEREL TECHNOLOGIES or UNIVERSITY or otherwise.

6. **LIMITATION OF LIABILITY**

IT IS EXPRESSLY AGREED THAT ESTEREL TECHNOLOGIES SHALL IN NO EVENT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF THIS AGREEMENT OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF SCADE Suite BY UNIVERSITY EVEN IF ESTEREL TECHNOLOGIES HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THEREOF INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST BUSINESS REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, OR FOR ANY CLAIM AGAINST UNIVERSITY BY ANY OTHER PARTY, NOR SHALL ESTEREL TECHNOLOGIES BE LIABLE FOR ANY DAMAGES WHATSOEVER RESULTING FROM A FORCE MAJEURE OR AN ACT OF A THIRD PARTY OR OF NO FAULT ON ESTEREL TECHNOLOGIES' BEHALF. ANY LIABILITY OF ESTEREL TECHNOLOGIES SHALL AT THE OPTION OF ESTEREL TECHNOLOGIES BE LIMITED EXCLUSIVELY TO REPLACEMENT OF SCADE Suite TO UNIVERSITY.

7. **NOTICE**

Any notice which is required to be given hereunder to or by either party hereto shall be in writing and either delivered by courier service or mailed by prepaid registered post, addressed as follows:

Esterel Technologies Parc Euclide, 8 Rue Blaise Pascal, 78996 Elancourt Cedex FRANCE



TO: ESTEREL TECHNOLOGIES
8 Rue Blaise Pascal – Parc Euclide
78996 Elancourt Cedex
FRANCE

ATT: Eric BANTEGNIE
Chief Executive Officer

TO: _____ University

ATT: _____

Any notice so delivered or mailed shall be deemed to have been received by the addressee ten (10) days after the time and date of its being so mailed. Any notice given by telecopy and confirmed the same day by mail as aforesaid shall be deemed to have been received by the addressee on the day such cable, telex or telecopy was sent.

8. ASSIGNMENT

This Agreement is for the benefit of and shall bind the parties hereto and their respective successors and assigns; provided however, that neither this Agreement nor any benefit thereunder may be assigned, sublicensed, or otherwise transferred by either party to any other person, firm or corporation without the prior written consent of the other party.

9. ENTIRE AGREEMENT

This Agreement, and its attachments referenced herein constitute the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersede any prior discussion, representations, understandings or agreements whether oral or written between the parties. This Agreement and its attachments may be altered, modified or amended only by a written document signed by both parties.

10. NON-WAIVER AND INVALIDITY

The failure of either party to enforce, in any one or more instances, any of the terms and conditions of this Agreement shall not be construed as a waiver of the future performance of any such term or condition. Waiver of any term or condition of this Agreement shall only be deemed to have been made if expressed in writing by the party granting such waiver within 15 days.

In the event that a particular provision of this Agreement be held by a court of competent jurisdiction to be unenforceable, said provision shall be stricken from the Agreement, and shall not affect the validity of this Agreement as a whole or any of its other provisions.

11. GOVERNING LAW

Esterel Technologies Parc Euclide, 8 Rue Blaise Pascal, 78996 Elancourt Cedex FRANCE



This agreement shall be construed in accordance with and governed by the laws of France.

12. LANGUAGE OF AGREEMENT AND CORRESPONDENCE

The parties hereto hereby confirm that they have each requested that this Agreement and any related documents be drawn up in the English language.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives:

ESTEREL TECHNOLOGIES

By:

(Authorized Signature)

M. Eric BANTEGNIE

(Name in Print)

Chief Executive Officer

(Title)

(Date)

By:

(Authorized Signature)

(Name in Print)

(Title)

(Date)

(Email and Phone number)

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APPENDIX A

SCADE Suite: YES NO (Circle the relevant item)

1. SOFTWARE PRODUCT PROVIDED

- SCADE Suite Advanced Modeler Seat
- SCADE Suite MTC
- SCADE Suite Design Verifier
- SCADE Suite KCG without certification kit
- SCADE Suite Simulink Gateway
- SCADE Suite UML Gateway

2. CONFIGURATION REQUIRED

SCADE is available on the following configuration:

	Platform	System	Needs C/C++ compiler	Disk space	Memory
Configuration #1	PC	Windows XP SP2	Visual C++ 6.0, .NET 2002 (7.0), .NET 2003 (7.1), Visual 2005 (8.0) on each user workstation Mingw (free gcc for Windows)	250Mb	512Mb

An Ethernet card is also required on your configuration

NB: The required configuration may evolve with the product new versions

3. EXCLUSIVE SITE FOR WHICH SITE LICENCE IS GRANTED

Site being defined as the area where it is authorized to use the license

4. COURSE IN WHICH SCADE Suite WILL BE USED

APPENDIX B

How were you referred to our Academic Program?

How do you plan to use the product in instruction?

What are the main subjects and issues that you would address?