

EMTP

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EMTP and EMTP-RV are the same Products, EMTP-RV was referring to an initial version of EMTP.

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PGSTech is a member of EMTP Alliance (see <https://www.emtp.com/en/about-us/emtp-alliance>).

1 DEFINITIONS

Concurrent Tokens: The combined number of users that may simultaneously operate the Product on a Network Concurrent License.

License Option: The specific rights, restrictions, and obligations under which you may install and use the Product pursuant to this Agreement, including those related to the License Option selected.

Educational Institution: An accredited or recognized university, technical college or other institution which provides teaching or instructional services, as may determined by PGSTech, in its sole discretion.

2 LICENSE OPTIONS

Specific rights, obligations, and restrictions apply to each License Option. Your right to install and use the Product is determined by the License Options described below:

Individual Node-lock: Product shall be installed and used on a specific PC computer. The Software is accessed and operated by one user at any time. In addition, the Individual Node-lock license shall be used only in the country where the license is purchased, and use and access to the license is prohibited outside the licensed country unless the license has the contract to be used in more than one country, with the exception that licenses purchased in any member countries of the European Union can be used in other member countries of the European Union.

You shall be authorized to obtain a new license file from PGSTech to transfer the license onto another specific PC computer. PGSTech has the right to limit the number of times that they issue new license files for such changes. You will not be allowed to transfer the license from a specific PC computer onto another specific PC computer if you do not have a valid maintenance contract for the license concerned.

Individual with USB Key: Product shall be installed and used on any specific PC computer on which the USB Key is connected. The Software is accessed and operated by one user at any time. In addition, the Individual Node-lock license shall be used only in the country where the license is purchased, and use and access to the license is prohibited outside the licensed country unless the license has the contract to be used in more than one country, with the exception that licenses purchased in any member countries of the European Union can be used in other member countries of the European Union.

Your license will be linked to your USB Key only and not on any specific PC computer. You shall not be authorized to use EMTP by using a remote access on the computer on which the Key is connected.

Network Concurrent: For network license, the License Manager of the Software may be installed on a single network server, and the Software may be installed either on the network server or on individual computers, and the number of users simultaneously operating and using the Software at any given time shall not exceed the number of network licenses purchased. In addition, both the License Manager and the Software shall be installed on and accessed from computers only in the country where the license is purchased, and use and access to the license is prohibited outside the licensed country unless the license has the contract to be used in more than one country, with the exception that licenses purchased in any member countries of the European Union can be used in other member countries of the European Union.

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Educational Licenses (Individual (Node-lock and with USB Key) and Network Concurrent types):

Educational Licenses are reserved for non-commercial use of the Product by Educational Institutions in support of on-campus classroom instructions and academic research.

License generation: To use EMTP you will have to request a license file the first time you will run the software. You may request the license (button “Request license file”) in the Activation Utility. To realize this request, you will have to provide contact information and your Access Code provided by PGSTech or your local distributor. In case of individual node-lock and concurrent licenses, the license will be linked to the computer/server used to make the request. Please choose this first computer/server carefully. You shall be authorized to ask for new license file later. However, no license will be generated in the following case:

- You do not have a valid maintenance contract for the license concerned by the request,
- Your license expired,
- Your license has been disabled,
- Your Host Id changed (a license transfer request will be needed as explained above),
- You are asking for an old license.

3 GRANT OF LICENSE

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During any paid Software Maintenance Service term, if applicable, PGSTech shall deliver subsequent releases of the Product that are not charged for separately, and exert reasonable effort to:

- (a) provide, within a reasonable time, solution, fixes or patches for any material programming errors in the current release of the Product which are directly attributable to PGSTech; and
- (b) correct any such errors in the next available release.

During this same paid Software Maintenance Service term, you shall be entitled to receive technical support by telephone, fax or electronic mail regarding the installation and/or use of the Product. Each technical support request will be compiled and detailed in our customer database.

6 LICENSE DURATION

You shall have the right to use the Product, subject to the TERMINATION provisions in this Agreement. YOU FULLY UNDERSTAND AND AGREE THAT THE SOFTWARE MAINTENANCE SERVICE FOR EACH LICENSE WILL TERMINATE UPON EXPIRATION OF THE INITIAL SOFTWARE MAINTENANCE SERVICE TERM OF ONE YEAR. Thereafter, the Software Maintenance Service term may be renewed for any Product, in accordance with the Software Maintenance Services price schedule then in effect, as long as PGSTech continues to offer such services.

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- (a) Internal Transfer: as defined in section 2, above. After the transfer, you must completely remove the Product from the former PC Computer;
- (b) Transfer to Third Party: The initial user of the Product may not make any transfer of the Product to another party, without the express written consent of PGSTech;
- (c) No Rental: You may not rent, lease, lend or provide commercial hosting services to third parties with the Product.

8 LIMITATION ON REVERSE ENGINEERING, DECOMPILATION AND DISASSEMBLY

You may not reverse engineer, decompile, or disassemble the Product, except and only to the extent that it is expressly permitted by applicable law notwithstanding this limitation.

9 TERMINATION

Without prejudice to any other rights, PGSTech may cancel this Agreement if you do not abide by the terms and conditions of this Agreement, in which case you must destroy all copies of the Product and

all its parts.

10 EXPORT RESTRICTIONS

You acknowledge that the Product is of French and Canadian origin and subject to French and Canadian export jurisdiction. You agree to comply with all applicable international and national laws that apply to the Product.

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15 ENTIRE AGREEMENT

This Agreement (including any addendum or amendment to this Agreement which may be included with the Product) constitute(s) the entire agreement between you and PGSTech relating to the Product and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Product or any other subject matter covered by this Agreement.

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