

## EMTP END-USER LICENSE AGREEMENT

**EMTP<sup>®</sup> is Electromagnetic Transients Program.**

This End-User License Agreement (the "**Agreement**") is a private instrument and a mutual agreement between you, either an individual or a single entity, (the "**Licensee**") and 9327-6806 Québec inc. ("**PGSTech**") regarding the license of the Product, as defined below. PGSTech is the legal body designated by Hydro-Québec, EDF and RTE (collectively the "**Licensors**") to develop and commercialize the Product.

**BY INSTALLING, COPYING, OR OTHERWISE USING THE PRODUCT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.**

### 1 DEFINITIONS

**Parties:** PGSTech and Licensee.

**Breach:** means a) any misrepresentation, inaccuracy, error, or failure to disclose; b) any non-compliant performance or failure to perform an obligation; or c) any non-compliance, infringement, default or failure to satisfy any other provision of this Agreement.

**Termination:** shall have the meaning set forth in Section 10.

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

**Intellectual Property:** means all the intellectual assets of any party, including:

- a) those protected by contract, such as know-how, trade secrets, recipes and other similar assets; and;
- b) those protected by any law relating to patents, copyright, trademarks, industrial designs, integrated circuit topographies,

and includes any application made to a public authority for the purpose of securing intellectual property rights to such assets.

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

**License:** shall have the meaning set forth in Section 2.

**License File:** text file with encrypted content in order to prove authenticity and to allow starting EMTP<sup>®</sup>.

**License Key:** data string that verifies authorized software (EMTP<sup>®</sup>) on a given computer or server.

**Purchase Invoice:** the invoice received by the Licensee for purchasing the License.

**Product:** the computer software EMTP<sup>®</sup> which includes EMTPWorks, DesignWorks, ScopeView, and several other modules, toolboxes and utilities. EMTP<sup>®</sup> and EMTP-RV are the same Products, EMTP-RV was referring to an initial version of EMTP<sup>®</sup>. The Product is provided with an installer that automatically

installs the EMTP<sup>®</sup> software on Windows-based computers into an installation folder.

**Product Cost:** amount paid by Licensee to purchase a License. This amount is indicated in the Purchase Invoice paid by the Licensee.

**Software Maintenance Service:** shall have the meaning set forth in Section 6.

**Software Maintenance Service Term:** means a one (1) year period starting on the purchase date provided by the Purchase Invoice and any subsequent renewal period.

**USB License Key:** shall have the meaning set forth in Section 4.

## **2 GRANT OF LICENSE**

PGSTech grants to the Licensee the following rights provided that the Licensee complies with all terms and conditions of this Agreement.

PGSTech hereby grants to the Licensee a perpetual, non-exclusive, non-assignable, non-sublicensable, license to install and use the Product solely for the purpose of Licensee's business activities (the "**License**"). The Product is and shall remain at all times the property of the Licensors, and Licensee shall have no right, title, or interest therein, except as expressly set forth in this Agreement. This Agreement neither constitutes nor includes a sale, lease or transfer of the Product in any form. No transfer of tangible or intangible property is affected hereby. PGSTech warrants that the Product will be free from any computer worm or virus when delivered to the Licensee.

## **3 OBLIGATIONS OF LICENSEE**

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At no time may the Licensee remove or modify any certification marking whatsoever in the Product.

Licensee acknowledges and agrees that the use of the Product is strictly prohibited for any purpose that may harm the reputation of the Product, PGSTech or the Licensors. This includes, but is not limited to, public presentations, social media posts, disparagement or any communication implying superior performance or precision compared to EMTP without explicit written consent from PGSTech.

The Licensee is required to promptly notify PGSTech of any issues encountered while using EMTP. The Licensee agrees not to publicly disclose or discuss issues, problems, or perceived deficiencies of EMTP without prior written consent from PGSTech.

In the event that the Licensee wishes to publish scientific documents or research results involving EMTP, written permission must be obtained from PGSTech.

Violation of the restrictions outlined in this agreement may result in the Termination of the Licensee's access to EMTP, legal action, or other remedies deemed appropriate by PGSTech.

License is granted to Licensee using a License File or License Key. A USB License Key may be used with a License File or License Key.

#### **4 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: The Product shall be installed and used on a specific personal computer. The Product 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 access to the License is prohibited outside the country where the License is purchased, 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.

Licensee shall be authorized to obtain a new License File or License Key from PGSTech to transfer the License onto another specific personal computer if the Licensee can provide acceptable reasons for such transfer. PGSTech has the right to refuse the transfer. After the transfer, the Licensee must completely remove the Product from the former computer. PGSTech has the right to limit the number of times that they issue new License Files for such changes. Licensee will not be allowed to transfer the license from a specific computer onto another specific computer if Licensee does not have a valid maintenance contract for the License concerned.

Individual with USB License Key or License Key: Product shall be installed and used on any specific personal computer on which the USB License Key or License Key is connected. The Product is accessed and operated by one user at any time. In addition, the Individual USB License Key or License Key shall be used only in the country where the License is purchased, and access to the License is prohibited outside the country where the License is purchased, 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.

Licensee shall not be authorized to use EMTP<sup>®</sup> by using a remote access on the computer on which the USB License Key or License Key is authorized.

Network Concurrent: For network licenses, the License manager of the Product may be installed on a single network server, and the Product may be installed either on the network server or on individual computers, and the number of users simultaneously operating and using the Product at any given time shall not exceed the number of network Licenses purchased. In addition, both the License manager and the Product shall be installed on and accessed from computers only in the country where the License is purchased, and access to the License is prohibited outside the country where the License is purchased, 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.

Licensee shall be required to obtain a new License File or License Key from PGSTech in order to transfer the License onto another network server. PGSTech may, at its sole discretion but acting reasonably, refuse to issue new License Files or License Keys for such changes if PGSTech has reasons to believe that Licensee may require the transfer for malicious purposes or for a usage not complying with the Agreement. Licensee will not be allowed to transfer the License from a specific computer or server onto another specific computer or server if Licensee does not have a valid maintenance contract for the License concerned.

Educational Licenses (see License options in Section 4): 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, Licensee will have to request a License File, License key or USB License Key the first time Licensee will start the Product. To request a License File, License Key or USB License Key, Licensee will have to provide contact information to PGSTech and will receive specific instructions. No Licenses will be generated in the following cases:

- Licensee did not purchase the Product or did not pay the Purchase Invoice according to its terms,
- Licensee does not have a valid maintenance contract for the License concerned by the request,
- Licensee's License has expired,
- Licensee's License has been disabled,
- Licensee is asking for an old license.

## **5 ADDITIONAL SOFTWARE/SERVICES**

This Agreement applies to modules, toolboxes, updates, supplements, add-on components, or Internet-based service components, of the Product that PGSTech may provide to Licensee or make available to Licensee after the date Licensee obtained an initial copy of the Product, unless Licensor provides other terms along with the modules, toolboxes, updates, supplement, add-on component, or Internet-based services component. PGSTech reserves the right to discontinue any Internet-based services provided to Licensee or made available to Licensee through the use of the Product.

## **6 SOFTWARE MAINTENANCE SERVICE**

During any paid Software Maintenance Service Term, if applicable, PGSTech shall deliver any subsequent releases of the Product or any parts of the Products, and exert reasonable effort to:

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

During this same paid Software Maintenance Service Term, Licensee shall be entitled to receive technical support by telephone (see <https://www.emtp.com/about-us/offices-distributors>) or electronic mail ([support@emtp.com](mailto:support@emtp.com)) regarding the installation and/or use of the Product. PGSTech agrees to act in a workmanlike manner when performing the activities relating to technical support and to provide a first answer within one business day after the reception of a technical support request. PGSTech undertakes to maintain in service for the duration of the Agreement, which will be available Monday to Friday from 8:00 a.m. to 5:00 p.m. (local time in Quebec, Canada), excluding statutory holidays. Technical support is limited to Product-related questions and does not cover engineering-related questions. Each technical support request will be compiled and detailed in PGSTech's customer database (the "**Software Maintenance Service**").

## **7 LICENSE DURATION**

Licensee shall have a perpetual right to use the Product, subject to the termination (Section 10) provisions of this Agreement.

Licensee fully understands and agrees that the Software Maintenance Service for each License will terminate upon expiration of the Software Maintenance Service Term. Thereafter, the Software Maintenance Service Term may be renewed by writing for additional one (1) year periods, in accordance with the Software Maintenance Services price schedule then in effect, as long as PGSTech continues to offer such services, and unless Licensee delivers to PGSTech, at least thirty (30) days prior to the end of the Software Maintenance Service Term, a written notice of its decision not to extend the term.

## **8 TRANSFER**

Transfers between computers and servers must follow the rules set forth in Section 4. The Licensee may not rent, lease, lend or provide commercial hosting services to third parties with the Product.

Notwithstanding the foregoing, Licensee may, upon receiving the consent of PGSTech, assign all its rights, duties and obligations under the Agreement to a legal person that it will at all times control, as long as the assigning party will remain liable towards the other party for the full performance of its duties and obligations under the Agreement. Provided that Licensee is moral person, the Licensee shall obtain the previous consent of PGSTech before the occurrence of any change in the control of the Licensee, due to merger or acquisition, or divestiture of any part of the business of the Licensee.

## **9 REPRODUCTION**

The Licensee is not authorized to make any copy of the Product, except for one (1) copy of the Product installer or installation folder as a backup copy, which copy must always include the same copyright and proprietary notices as the original version.

## **10 TERMINATION**

Without prejudice to any other rights and remedies of PGSTech, PGSTech may immediately suspend or terminate the Agreement without notice if one of the following events occurs: (a) if the Licensee fails to pay any of the Purchase Invoices according to Purchase Invoice terms or any amount owed under the Agreement; (b) if the business relationship between PGSTech and the Licensors comes to an end; (c) if the Agreement does not comply with applicable laws; (d) if the Licensee (or any of its users) reverse-engineers, decompiles, disassembles, decodes, reproduces, sells, distributes or licenses the Product or attempts to reverse-engineer, decompile, disassemble, remodel or otherwise create or attempt to create, or allow, or help any third party to recreate the Product's source code; (e) if, without prior written consent of PGSTech, the Licensee is subject to a change of control, winds up its business or liquidates all or substantially all its assets or is dissolved as a legal person; or (f) if the Licensee becomes insolvent or assigns its property following the filing of a petition for bankruptcy or becomes bankrupt following the rejection of a proposal in bankruptcy or is declared bankrupt by a court of competent jurisdiction; or (g) if a creditor seizes the business of the Licensee or all or substantially all of its assets, or if such business or assets are put into receivership or if a liquidator is appointed to administer or dissolve the business or liquidate all or substantially all of its assets.

PGSTech may suspend or terminate the Agreement at any time without prejudice to any other of its rights or remedies, if Licensee commits a Breach and if such Breach is not cured within thirty (30) days following the sending of written notice indicating the nature of the Breach and PGSTech's intention to suspend or terminate the Agreement if Licensee refuses or fails to cure the Breach within the above time limit. In the event that the Breach is not cured within the stated time limit, the Agreement will be automatically suspended or terminated.

In the event of the termination of the Agreement, Licensee must destroy all copies of the Product and all its parts and in which case the Licensee is not entitled to any financial compensation or reimbursement.

## **11 INDEMNIFICATION AND LIMITATION OF LIABILITY**

PGSTech cannot guarantee the accuracy of simulation results provided by the Product. PGSTech makes no representation or warranty regarding the Product or the results of any simulation or any other use of the Product.

Licensee undertakes to indemnify, hold harmless and defend PGSTech, Hydro-Québec, EDF and RTE, Capilano Computing Systems Ltd., and their respective affiliates, directors, officers, agents, principals, employees, affiliated companies and their respective directors, officers, agents, principals, employees and their shareholders (collectively referred to as the “**Indemnitees**”) for any and all claims, demands, actions, causes of action, liabilities, losses, damages, judgments, settlements and compromises for bodily injury or death, as well as any and all direct, indirect, special, incidental, consequential, foreseeable or unforeseeable damage, (including loss of profit, loss of use of the equipment or any loss of production) whether in warranty, strict liability, contract, extra-contractually, tort, negligence, or otherwise upon the occasion of or with respect to, the performance, the non-performance, the simulation results, or the use of the Product (including by Licensee’s own users) as well as any and all judicial and extra-judicial costs and expenses related thereto, including reasonable lawyers’ fees, which may be incurred by or estimated against the user and its affiliates, directors, officers, agents, principals, employees, affiliated companies and their respective directors, officers, agents, principals, employees and their shareholders to the extent caused, by any act or omission of the Indemnitees.

Any liability under this Agreement, if any, is limited to 100% of the Product Cost. Notwithstanding anything to the contrary contained in this Agreement: the liability of the Licensee shall have no cap or limitation for any and all claims, demands, actions, causes of action, liabilities, losses, damages, judgments, settlements or compromises for any infringement by Licensee, Licensee’s own users, or Licensee’s employees, agents, and subsidiaries related to PGSTech’s (or its Licensors’) Intellectual Property, including but without limiting, to any act of reverse engineering, decompiling, disassembling, decoding, reproducing, selling, distributing or licensing of the Product, any Breach or contest or PGSTech’s (or its Licensors’) Intellectual Property rights, or any modification of any certification marking whatsoever in the Product.

Neither party shall be liable (whether in contract, tort, warranty, or otherwise) for any damages for loss of production, loss of operation time, delay cost, downtime cost, loss of profit, loss of revenue, or any indirect, incidental, punitive, or consequential damages of any kind, even if they were foreseeable or the party alleged to be at fault has been advised of the possibility of the same.

The Licensee recognizes that the Licensors are third-party beneficiaries and that they have the right to enforce PGSTech rights and the Licensee obligations hereunder.

## **12 APPLICABLE LAW**

This Agreement is strictly governed by the laws in force in Canada (province of Quebec). In respect of any dispute that may arise hereunder, both Parties consent to the exclusive jurisdiction of the local courts sitting in the city of Montreal (Quebec, Canada).

## **13 ENTIRE AGREEMENT**

This Agreement (including any addendum or amendment to this Agreement which may be included with the Product) constitutes the entire agreement between Licensee and PGSTech relating to the License of 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.

## **14 LANGUAGE**

The Parties acknowledge that they have requested and agree that the Agreement and all legal proceedings, notices, correspondence and other documents directly or indirectly related to the Agreement will be written in English. *Les Parties reconnaissent qu’elles ont exigé et consenti à ce que le présent Contrat ainsi que toute procédure, tout avis, toute communication et tout autre document s’y rapportant, directement ou indirectement, soient rédigés en anglais.*

## 15 COPYRIGHT

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