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12. General Terms.

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12.2.1 Province of Ontario: Notwithstanding Section 12.1, if the Licensee is located in the Province of Ontario, Canada then the EULA shall be governed by and construed under the laws of the Province of Ontario, and the federal laws of Canada applicable therein, without regard to the conflict of laws provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the EULA. The governing language for the EULA shall be English, and no concurrent or subsequent translation of the EULA into any language shall modify any term of the EULA. All documents and communications contemplated thereby or relating thereto shall be drawn up in the English language. *Les parties confirment avoir requis que cet accord, ainsi que tous les documents et communications qui y sont relatifs soient rédigés en Anglais.*

Any claim arising out of or relating to this EULA, or the breach thereof, shall be settled by arbitration. The arbitral panel shall be composed of three arbitrators, appointed as follows: each party shall appoint an arbitrator, and the two arbitrators so appointed shall appoint a third arbitrator who shall act as president of the tribunal. The place of arbitration shall be Toronto, Province of Ontario, Canada. The language of the arbitration shall be in English. The arbitration award shall be final and binding on the parties hereto. Each party shall bear its own costs relating to such arbitration, the parties shall equally share the arbitrators' fees, and the arbitration and all related proceedings and discovery shall take place pursuant to a protective order entered by the arbitrators that adequately protects the confidential nature of the parties' proprietary and confidential information. In no event shall any arbitration award provide a remedy beyond those permitted under the EULA, and any award providing a remedy beyond those permitted under the EULA shall not be confirmed, no presumption of validity shall attach, and such award shall be vacated. No claim may be brought as a class action, combined or consolidated with any other proceeding, nor may any proceeding be pursued in a representative capacity or on behalf of a class. Neither party has the right to act as a class representative or participate as a member of a class of claimants with respect to any claim. Either party may, without waiving any remedy under the EULA, seek from any court of competent jurisdiction any interim or provisional relief that such party deems necessary to protect its confidential information and property rights, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the claim).

12.2.2 Province of Quebec: Notwithstanding Section 12.1, if the Licensee is located in the Province of Quebec, Canada then this EULA shall be governed by and construed under the laws of the Province of Quebec, and the federal laws of Canada applicable therein, without regard to the conflict of laws provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this EULA. The governing language for this EULA shall be English, and no concurrent or subsequent translation of this EULA into any language shall modify any term of this EULA. All documents and communications contemplated thereby or relating thereto shall be drawn up in the English language. *Les parties confirment avoir requis que cet accord, ainsi que tous les documents et communications qui y sont relatifs soient rédigés en Anglais.*

Any claim arising out of or relating to this EULA, or the breach thereof, shall be settled by the provisions of Book Seven of the Code of Civil Procedure of the Province of Quebec and regulations thereunder, as amended from time to time. The arbitral panel shall be composed of three arbitrators, appointed as follows: each party shall appoint an arbitrator, and the two arbitrators so appointed shall appoint a third arbitrator who shall act as president of the tribunal. The place of arbitration shall be Montreal, Province of Quebec, Canada. The language of the arbitration shall be in French if the arbitration is conducted in Montreal. The arbitration award shall be final and binding on the parties hereto. Each party shall bear its own costs relating to such arbitration, the parties shall equally share the arbitrators' fees, and the arbitration and all related proceedings and discovery shall take place pursuant to a protective order entered by the arbitrators that adequately protects the confidential nature of the parties' proprietary and confidential information. In no event shall any arbitration award provide a remedy beyond those permitted under this EULA, and any award providing a remedy beyond those permitted under this EULA shall not be confirmed, no presumption of validity shall attach, and such award shall be vacated. No claim may be brought as a class action, combined or consolidated with any other proceeding, nor may any proceeding be pursued in a representative capacity or on behalf of a class. Neither party has the right to act as a class representative or participate as a member of a class of claimants with respect to any claim. Either party may, without waiving any remedy under this EULA, seek from any court of competent jurisdiction any interim or provisional relief that such party deems necessary to protect its confidential information and property rights, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the claim).

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12.7 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 AVEVA address shown on the relevant Order Form (if to AVEVA).

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

12.10 Survival. The Sections of this EULA that by their nature survive expiration or termination of the EULA include but are not limited to the following Sections, 2.2, 3, 7, 8, 9, 11.2 and 12.

12.11 Entire Agreement. This EULA (together with any information from the Order Forms and License Files necessary to identify any 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 AVEVA 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. 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.

SCHEDULE D-19

InduSoft Web Edition

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