This Software Schedule (the "Software Schedule") supplements and is incorporated into and made a part of that certain Transaction Document by and between AVEVA and Customer, in which this Software Schedule is referenced.

1. APPLICABILITY
1.1 This Software Schedule governs the use of the Software licensed or purchased by Customer as specified in the Transaction Document.

2. ADDITIONAL DEFINITIONS
2.1 Any term in this Schedule apply solely to the Software listed above and prevail over any conflicting terms in the GTCs.
2.2 The Software Products can be ordered individually or collectively on a Transaction Document, and each Software Product subject to the terms of the Transaction Document in which the Software Schedule is referenced.

3. ADDITIONAL REQUIREMENTS AND RESTRICTIONS
3.1 Designated Systems: Customer must operate the Software on computers operating under the Microsoft Windows environment with hardware configuration and systems software compatible with the current Software offered, as described in the applicable Transaction Document.
3.2 Notice File. Customer agrees to comply with the terms and conditions contained in any Notice Files.
3.3 Product Sales Codes. Customer acknowledges and agrees that AVEVA may vary, amend, modify, or delete any product sales codes assigned to the Software for identification and/or inventory purposes.
3.4 Additional Restrictions. Customer shall not transfer the Software to another location or to other equipment without AVEVA’s prior written consent.
3.5 The Software may only be used in the locations set forth in the applicable Transaction Document.

4. NEW FEATURE, FUNCTIONALITY, OR CAPABILITY
If AVEVA creates any new feature, functionality, or capability for the Software, then AVEVA may make such new feature, functionality, or capability available to Customer. Customer retains the right to charge an incremental license fee for any such feature, functionality, or capability (and also may require that Customer has purchased Support Services during the entire Product Term).

5. PROGRAMS AND DATA FILES
If permitted by the Documentation, certain of AVEVA’s software may allow Customer to write and integrate its subroutines, customizations, and data files into the AVEVA’s software while maintaining a compatible file structure. Customer agrees and acknowledges that AVEVA shall have no responsibility for any incompatibilities and Customer accepts that it may occur.

6. LICENSE MODEL SPECIFIC PROVISIONS
If any of the below license models are specified as applicable to the Software in the Transaction Document, then the terms and conditions set forth below relating to such license model shall also apply to the Software. Not all types of license modes are available to all Software products, some are software specific, in some case licensing mechanics need to be combined for the better use of the Software.

(a) Initial/Annual. If Customer licenses the Software on an "Initial/Annual" basis, then the license will be on a per User basis for the Product Term and Customer will be required to pay an initial license fee(s), at the term inception, in the applicable Transaction Document.
(b) Rental. If Customer licenses the Software on a "Rental" basis, then the license will be on a per User basis for the Product Term and Customer will be required to pay the license fees during the Product Term as set forth in the applicable Transaction Document. For clarity, the "Rental" model involves a license for a specified number of months without automatic renewal.

7. ADDITIONAL SOFTWARE LICENSE REQUIREMENTS (CALM)
(a) Website Access Period. When execution of the Transaction Document, AVEVA will provide Customer with access to the Website, which shall be configured with the numbered Tokens set forth in the Transaction Document. Customer may redeploy leased software Tokens on new AVEVA systems. Use of the licensed Software for a given period of time at the exchange rate established for the Software product in the Agreement.
(b) Assigned Token Value. The assigned Token value represents the use of the Software product by a single User for a certain period of time. This period of time is called the "License Access Unit" or "LAU", which occurs on a Monthly, or a combination of Days and Months as determined to be most efficient based on the data Customer provides on the Website. When creating a License Key for Software for a given period of time, AVEVA combines Licenses in the most cost-effective manner. The Token cost for any product is calculated as follows: Number of Tokens per License Access Unit for the relevant Software, as specified in the Transaction Document x Number of such License Access Access within the relevant License Period as specified by customer or calculated in accordance with this Section x number of "Simultaneous Users" as specified by Customer.
(c) Registration of Users. Customer will register its "Designated Users" at AVEVA’s website and these Designated Users will be authorized to call off Tokens.
(d) Client Activated License Management System (CALM). The below terms and conditions apply to AVEVA’s provision of the Client Activated License Management System: (i) A valid License Key is necessary in order to use the Software. Customer is responsible for generating all required License Keys by redeeming Tokens via the Website; (ii) Customer may redeem Tokens against any Software product. When generating License Keys, Customer must specify the following information: (a) the required server(s); (b) the relevant Software; (c) the relevant License Access Unit or the required end date of the License Period (which shall not be a date after the expiration of the Token as shown in the transaction document) for the relevant License Period, as appropriate; and (e) the required number of "Simultaneous Users.", in which Customer will be provided with a License Key only following: (a) correct entry of all necessary information; and (b) redemption from Customer of an appropriate number of Tokens calculated in accordance with the Agreement. Customer will not be provided with a License Key for the Software if it has insufficient Tokens; (v) if any amounts are due and payable pursuant to the Agreement, Customer will not be entitled to the Software.
6.4 Usage Based Licensing Model (UBL)

(a) Purchase and Use of Tokens

(i) Under the Usage Based Licensing Model, Customer purchases Tokens that may be exchanged for use of the Software for the duration of a Token Access Period. The exchange rate will be set forth in the "Token Weighting Table" set forth in the Transaction Document.

(ii) Customer shall purchase Tokens on the date of the Transaction Document and on each anniversary thereafter. Except in relation to any 'carry-over' agreement recorded in writing, Customer's use of Tokens will expire on the anniversary following the purchased date of the Tokens.

(iii) If Customer purchases Top-Up Tokens, such Top-Up Tokens may be purchased at the Fee per Top-Up Token established in the Transaction Document. Except on advance written agreement with AVEVA, Top-Up Tokens will expire on the anniversary of the Transaction Document immediately following the purchase date.

(iv) Where the Customer's use of the Software exhausts and exceeds its available Tokens, AVEVA may charge at its standard rates for the extra use.

(b) Recording Use of Tokens

(i) The AVEVA Licensing System on each server running AVEVA Software contains a Log Agent for the purpose of recording any use of the Software to assist in the calculation of Token expenditure. The Log Agent will automatically send daily Usage Logs to AVEVA containing encrypted details of this use. Customer's acknowledgments of the presence of Usage Logs and its responsibility to comply with such procedures as AVEVA may request to enable the Log Agent to function correctly.

(ii) In the event of an error in the operation of the Log Agent, Customer will allow AVEVA immediate access to the Log Agent for the purposes of restoring its functionality and function, and will comply with any request made by AVEVA to allow AVEVA to monitor Customer's usage during the period of the error. Usage Log data provided will not be used for any other purpose and will be recorded in writing, Customer's right to use such Tokens will expire on the anniversary following the purchased date of the Tokens.

(iii) If Customer purchases Top-Up Tokens, such Top-Up Tokens may be purchased at the Fee per Top-Up Token established in the Transaction Document. Except on advance written agreement with AVEVA, Top-Up Tokens will expire on the anniversary of the Transaction Document immediately following the purchase date.

(iv) Where the Customer's use of the Software exhausts and exceeds its available Tokens, AVEVA may charge at its standard rates for the extra use.

(c) SimSci Token License

(i) If the customer licenses the software on a "SimSci Token License" then the license is to be used as one local instance of the Software on a single computer, all as specified in the Transaction Document. A Node-Lock License requires that the Customer obtain a License File for the licensed server.

(ii) "SimSci Token License" is a one (1) instance of Software per token, which is used with zero (0) tokens to the Software. So, if Customer has used 20 tokens per server, it will be able to use the Software on 20 computers or workstations set forth in the applicable Transaction Document.

6.5 Simulation and Optimization Special Licensing Mode

Simulation and optimization products have special licensing modes not available for other products.

(a) "SimSci Network License" if customer licenses the Software on a "SimSci Network license basis", Customer may install the Software to the original Site and shall discontinue use elsewhere or in a different computer equipment at any time. Customer hereby indemnifies and will keep indemnified AVEVA against any damages that are awarded to be paid to any such third party in respect of a claim and all losses, costs and expenses resulting from Customer’s breach of this Section 4.4(b)(iv).

(b) "SimSci Node-Lock License" if the license is to be used as one local instance of the Software on a single computer, all as specified in the Transaction Document. A Node-Lock License requires that the Customer obtain a License File for the designated licensed server.

(c) "SimSci Token License" if the customer licenses the software on a "SimSci Token License" then the license is for computers networked to a designated server up to the number of concurrent instances of Software specified in a Transaction Document. The Network License requires that the Customer obtain a License File for the designated licensed server.

7. ADDITIONAL SOFTWARE MAINTENANCE SPECIFIC TERMS

(i) The following terms will additionally apply to Software not covered in this Section: AVEVA Software in addition to (and not in lieu of) any other terms and conditions set forth in the Agreement. If any terms in this Software Schedule that are not included in this Section 7 conflict with the terms contained in this Section 7, then the Platforming Terms in this Section 7 shall govern.

7.1 AVEVA Simulation, AVEVA Dynamic Simulation and Optimization Software

(a) AVEVA Simulation, AVEVA Dynamic Simulation, AVEVA Dynamic Simulation and Optimization Software, Customer must also purchase Support Services during the entire Product Term for such Software licensed for less than twenty (20) years.

(b) "SimSci Dynamic Simulation and Optimization Software" for a license term of twenty (20) years or more, then Customer must also purchase Support Services during the first (1st) year of such license term for such Software and any additional Support Services will be optional.

7.2 AVEVA Dynamic Simulation

(i) If customer licenses any AVEVA Dynamic Simulation Software for a license term of twenty (20) years or more, then Customer must also purchase Support Services during the entire Product Term for such Software licensed for less than twenty (20) years.

(ii) If Customer licenses any AVEVA Dynamic Simulation Software for a license term of twenty (20) years or more, Customer shall also purchase Support Services during the first (1st) year of such license term for such Software (and any additional Support Services will be optional).

7.3 AVEVA APC

(i) If customer licenses any AVEVA APC Software for a license term of less than twenty (20) years, Customer must also purchase Support Services during such license term for such Software.

(ii) If Customer licenses any AVEVA APC Software for a license term of twenty (20) years or more, Customer shall also purchase Support Services during the first (1st) year of such license term for such Software (and any additional Support Services will be optional).