

## AVEVA UNIFIED SUPPLY CHAIN SOFTWARE SCHEDULE

This AVEVA Unified Supply Chain 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.
  - 1.2 Any terms in this Software Schedule apply solely to the Software listed in the Transaction Document and prevail over any conflicting terms in the GTCs.
  - 1.3 The Software Products can be ordered individually or collectively on a Transaction Document, and each Software Product is subject to the terms of the Transaction Document in which the Software Schedule is referenced.
2. **ADDITIONAL DEFINITIONS.** The following capitalized terms used in this Software Schedule shall have the respective meanings specified below:
  - 2.1 "**Affiliate of Shell**" means Shell and any company other than Shell which is at the time in question directly or indirectly controlled by Shell. For the purpose of this definition a particular company is: (a) directly controlled by another company or companies if that latter company owns or those latter companies together own fifty percent (50%) or more of the voting rights attached to the issued share capital of the first mentioned company; and (b) indirectly controlled by another company or companies if a series of companies can be specified, beginning with the latter company or companies and ending with the first mentioned company, so related that each company of the series (except the latter company or companies) is directly controlled by one or more of the companies earlier in the series.
  - 2.2 "**Authorized User(s)**" means Customer's employees; consultants and subcontractors who provide services to Customer, provided that their use of the Product(s) and Documentation is subject to the terms of this Agreement.
  - 2.3 "**Credentials**" means a username, password, certificate or similar means of authentication provided by AVEVA to Customer.
  - 2.4 "**Documentation**" means any documentation provided by AVEVA for the Software, in machine readable form, including, but not limited to, the technical documentation, program specification and operations manual, as applicable.
  - 2.5 "**Hosting Service**" shall have the meaning set forth in Section 4.3(a).
  - 2.6 "**HPI**" means HPI Consultants, Inc.
  - 2.7 "**HPI Assay Library**" means a database of properties of crude oils and oil products developed by HPI.
  - 2.8 "**License Key**" means an alpha-numerical code required to activate the Software.
3. **AUTHORIZED USER(S).**
  - 3.1 **Authorized User(s).** The Authorized User(s) shall base at the location of support as stipulated in the Transaction Documents and Customer shall remain liable for (i) any acts or omissions by any such consultants and subcontractors relating to this Agreement; and (ii) consultants and subcontractors use of the Product(s) and Documentation.
4. **SECURITY TYPE.**

If any of the security type are specified as applicable to the Software in the Transaction Document, then the terms and conditions set forth below relating to such type shall also apply to the Software:

  - 4.1 **Type A: Desktop Tools.**
    - (a) **Installation.** Software and data are installed and used on one or more desktop or laptop computers. The Type A license does not cover the use of the Software and/or data via a network, intranet or the internet. AVEVA will provide the License Key to Customer to activate licensed functionality within the Software.
    - (b) **Data Control.** Certain elements of the Software allow access to data to be controlled. It is Customer's responsibility to manage such controls and to ensure that any restrictions on accessing data are appropriate.
  - 4.2 **Type B: Network Tools on AVEVA's Servers.**
    - (a) **AVEVA's Server.** Software and data are stored and accessed by Customer via AVEVA's servers. The Type B license does not cover the installation of the Software and/or data on Customer's servers or any desktop or laptop computer, or Customer's use of the Software via an intranet hosted service. Customer will be allowed to access and use the Software and Documentation on AVEVA's servers via the internet.
    - (b) **Customer's Responsibility.** Customer shall ensure that username, password, certificate or similar means of authentication provided by AVEVA to Customer (collectively "Credentials") are only used by the individual for whom such Credentials are generated and supplied and Customer may not use or attempt to use the same Credentials to enable access to AVEVA's servers by two or more machines simultaneously. Customer may request new Credentials for different individuals where such Credentials are needed for bona fide business reasons (e.g. a change in team members).
    - (c) **Data Control.** Certain elements of the Software allow access to data to be controlled. It is Customer's responsibility to manage such controls and to ensure that any restrictions on accessing data are appropriate.
    - (d) **Backup.** Customer shall keep local backup copies of all data processed using the Software.
    - (e) **Availability of Access.** AVEVA will use reasonable endeavors to make AVEVA's servers available for access and use of the Software at all times on a 24/7/365 basis.
    - (f) **Access to AVEVA's Servers.** When accessing AVEVA's servers, Customer shall not:
      - (i) upload to AVEVA's servers any materials that are offensive, defamatory, obscene, abusive, menacing or indecent or violate, breach or infringe the rights of any person anywhere in the world (including without limitation any intellectual property rights) or the display, transmission or use of which on the internet is otherwise unlawful;
      - (ii) upload to AVEVA's servers any materials which shall or may disrupt the provision of services by us to third parties, or which contains any virus, worm, trojan horse or similar elements; or
      - (iii) access AVEVA's servers in any way which shall or may disrupt, interfere with or restrict the availability of one or more of AVEVA's services to other users including, without limitation, denial of service attacks, mailbombing, flooding or other deliberate attempts to overload AVEVA's servers.
  - 4.3 **Type C: Data on AVEVA's Servers.**
    - (a) **Hosting Service.** Data relating to the relevant Software is stored on a server maintained by AVEVA and made available to the Customer via the internet ("Hosting Service"). The Type C license does not cover the installation of the Software and data on Customer's servers or any desktop or laptop computer, or Customer's use of the Software via an intranet hosted service. AVEVA will provide Credentials to permit Authorized Users to upload and download data to and from the storage facility on AVEVA's server.
    - (b) **Customer's Responsibility.** Customer shall ensure that any Credentials supplied to Customer are only used by the individual for whom such Credentials are generated and supplied and Customer may not use or attempt to use the same Credentials to enable access to AVEVA's servers by two or more machines simultaneously. Customer may request new Credentials for different individuals when such Credentials are needed for bona fide business reasons (e.g. a change in team members).
    - (c) **Data Control.** Customer may only store through the Hosting Service data that Customer is lawfully entitled to store. Certain elements of the Software allow access to data to be controlled. It is Customer's responsibility to manage such controls and to ensure that any restrictions on accessing data are appropriate.
    - (d) **Backup.** Customer shall keep local backup copies of all data processed using the Software.
    - (e) **Availability of Access.** AVEVA will use reasonable endeavors to make AVEVA's servers available for access and use of the Software at all times on a 24/7/365 basis.
    - (f) **Prohibition When Accessing AVEVA's Servers.** When accessing AVEVA's servers, Customer shall not:
      - (i) upload to AVEVA's servers any materials that are offensive, defamatory, obscene, abusive, menacing or indecent or violate, breach or infringe the rights of any person anywhere in the world (including without limitation any intellectual property rights) or the display, transmission or use of which on the internet is otherwise unlawful;
      - (ii) upload to AVEVA's servers any materials which shall or may disrupt the provision of services by us to third parties, or which contains any virus, worm, trojan horse or similar elements; or
      - (iii) access AVEVA's servers in any way which shall or may disrupt, interfere with or restrict the availability of one or more of AVEVA's services to other users including, without limitation, denial of service attacks, mailbombing, flooding or other deliberate attempts to overload AVEVA's servers.
  - 4.4 **Type D: Software and Data on Customer's Servers.**
    - (a) **Customer's Servers.** Software and data are installed and used on Customer's Servers. The Type D license does not cover the installation of the Software and data on desktop or laptop computers, or the use of the Software or data stored on AVEVA's servers. AVEVA will provide the License Key to Customer to activate licensed functionality within the Software.
    - (b) **Customer's Responsibility.** The Software includes functionality for user management, and Customer is responsible for managing the access of individual Authorized Users of the Software using such functionality.
    - (c) **Data Control.** Certain elements of the Software allow access to data to be controlled. It is Customer's responsibility to manage such controls and to ensure that any restrictions on accessing data are appropriate.
5. **ADDITIONAL SOFTWARE SPECIFIC TERMS AND CONDITIONS.**

The below terms and conditions shall apply to the below listed Software in addition to (and not in lieu of) any other terms and conditions set forth in the Agreement:

  - 5.1 **HPI Assay Library.**

- (a) Grant of License. AVEVA is authorized to license HPI Assay Library to Customer subject to the terms and conditions set forth in this section. Customer is granted a non-exclusive, non-transferable license for the TD Term for the Authorized Users to use HPI Assay Library at the location and for the purpose stated in the Transaction Document. A copy of the HPI Assay Library will be delivered to Customer.
- (b) Access to AVEVA's Servers. Customer shall not access AVEVA's servers in any way which shall or may disrupt, interfere with or restrict the availability of one or more of AVEVA's services to other users including without limitation, denial of service attacks, mailbombing, flooding or other deliberate attempts to overload the servers. AVEVA will log and record Customer's use of the servers from time to time for support and backup purposes and to verify that Customer's use of the servers complies with this Agreement
- (c) Rights in the Libraries. Customer acknowledges and agrees that:
  - (i) all intellectual property rights in the HPI Assay Library including any technical information, modifications or enhancements made by any party, vest exclusively in HPI or its successors or assignees;
  - (ii) AVEVA HAS NO CONTROL OVER THE CONTENT OF, AND DOES NOT REVIEW, TEST OR APPROVE HPI ASSAY LIBRARY. ACCORDINGLY, AVEVA DOES NOT WARRANT THAT HPI ASSAY LIBRARY WILL BE BUG, DEFECT OR ERROR FREE OR THAT ITS OPERATION WILL NOT BE INTERRUPTED AND THE LICENSE OF ALL HPI ASSAY LIBRARY TO CUSTOMER IS ON AN "AS IS" BASIS. AVEVA EXCLUDES ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IN RESPECT OF THE ADEQUACY, SUITABILITY, ACCURACY, COMPLETENESS OR FITNESS FOR PURPOSE OF HPI ASSAY LIBRARY, TO THE FULLEST EXTENT PERMITTED BY LAW; AND
  - (iii) NEITHER AVEVA, HPI NOR ITS SUCCESSORS OR ASSIGNEES SHALL BE LIABLE FOR ANY LOSS OR DAMAGE (INCLUDING CONSEQUENTIAL OR INDIRECT LOSSES, LOSS OF PROFIT OR INCOME AND THE LIKE) THAT CUSTOMER AND/OR ANY THIRD PARTY INCURS RESULTING FROM NEGLIGENCE OR ANY OTHER CAUSE ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S USE OF HPI ASSAY LIBRARY. IF THIS LIMITATION ON LIABILITY IS JUDGED UNREASONABLE BY A COURT OF COMPETENT JURISDICTION, THE LIMIT WILL BE INCREASED TO THE TOTAL SUMS PAID BY CUSTOMER TO AVEVA UNDER THIS AGREEMENT IN RESPECT OF THE HPI ASSAY LIBRARY.