AVEVA SOFTWARE SCHEDULE ENGINEERING (INCLUDING SIMSCI AND PROCESS OPTIMIZATION)

This AVEVA Software Schedule Engineering (Including SimSci and Process Optimization) (the "Software Schedule") supplements and is incorporated into and made a part of any Order Form (or equivalent binding transactional document), by and between AVEVA and Customer, in which this Software Schedule is referenced and/or such Order Form (or equivalent) is subject to governing terms between AVEVA and Customer ("GTCs") that refer to the application of Software Schedules found on https://www.aveva.com/en/legal/. Capitalized terms used in this Software Schedule without definition have the same meanings ascribed to them in the Order Form, the GTCs, or the Software and Support Addendum as applicable.

1. APPLICABILITY.

1.1 This Software Schedule governs the use of the Software licensed by Customer as specified in the Order Form.

1.2 The terms in this Software Schedule apply solely to the Software listed in the Order Form in which the Software is referenced and prevail over any conflicting terms in the GTCs.

1.3 The Software can be ordered individually or collectively on an Order Form, and the Software is subject to the terms of the Order Form in which the Software Schedule is referenced.

2. ADDITIONAL DEFINITIONS. The following capitalized terms used in this Software Schedule have the respective meanings specified below:

2.1 "**Day**" means a 24-hour period of time commencing at 00:00 (12:00 a.m.) and continuing until 23:59 (11:59 p.m.) in the time zone where the Designated Server hosting the relevant Software resides, or the remaining portion of such period when a License Key that is measured in whole or in part in a number of Days is effective for use on the day it is generated and generation occurs at a time other than 12:00 a.m.

2.2 "**Designated Server**" means the server identified as the "Designated Server" in the applicable Order Form.

2.3 "**Documentation**" means any documentation provided by AVEVA for the Software, in machine-readable form, including the technical documentation, program specification and operations manual, as applicable.

2.4 "**License File**" means a security mechanism relating to the Software that enables one or more components of the Software.

2.5 "**License Key**" means a code required to activate the Software.

2.6 "**License Period**" means in relation to any Software, the period for which Customer is permitted to Use the Software, as specified by AVEVA (including as may be set forth in an Order Form).

2.7 **"Licensing System"** means AVEVA's licensing management software that is software separate from AVEVA's production software and is required for AVEVA's production software to run.

2.8 **"Log Agent"** means the tool within AVEVA's Licensing System that is responsible for collating non-personal information solely regarding the use of AVEVA's production software installed on the applicable server by the customer.

2.9 "**Month**" means a period of time commencing at 00:00 (12:00 a.m.) on the first day of a calendar month and terminating at 23:59 (11:59 p.m.) on the final day of the same calendar month, based on the local time zone where the Designated Server hosting the relevant Software resides.

2.10 "**Notice File**" means the notice file within (or included with) the Software.

2.11 "**Redundant**" means, in connection with a runtime license for the AVEVA Pipeline Integrity Monitor Software that is bundled with other Software, a configuration in which AVEVA's Pipeline Integrity Monitor Software is installed on multiple servers forming part of the System, with one (1) server being the "hot" or operational server, and other the server(s) acting as a standby. Only one (1) copy of the AVEVA Pipeline Integrity Monitor software will be accessed by the licensed server, as specified in the Order Form, as a "Runtime Primary" and all others will be considered "Runtime Adders".

2.12 "**Seats**" or "**Seat**" means the ezXOS, ES stations and non-XOS computers (if any), described in Order Form with access to the RealTime Services, Historical Services and applications software installed on the servers forming part of the System.

2.13 **"SimSci Token"** means a token under AVEVA's SimSci token-based security structure. The value of a "Token" as it relates to the Software will be as specified in the Order Form.

2.14 "**Site(s)**" means those locations at which the Software will run or be stored as backup as listed in the Order Form.

2.15 **"System"** means the system as identified and described in the Order Form and consisting of the Designated Server and work stations as shown in the system configuration diagram in the Order Form.

2.16 "**Token**" (a) for purposes of the CALM model, means a notional unit that provides access to the Software when redeemed through creation of a License Key and (b) for purposes of the Usage Based Licensing Model, means the virtual Tokens purchased by Customer which may be redeemed to create a License File allowing access and Use of the Software for the Token Access Period.

2.17 "**Token Access Period**" for purposes of the Usage Based Licensing Model, means the period of twelve (12) hours during which a User may access multiple instances of each of AVEVA's Software product from one workstation as listed on the Order Form. The User may log in and out of such AVEVA Software product at-will for the entire Token Access Period. Each Token Access Period requires redemption of the number of Tokens shown for each Software product in the Token Weighting Table. If Customer desires the Software to be used by multiple Users, it must purchase a Token Access Period for each User.

2.18 "**Token Weighting Table**" means the "Token Weighting Table" included in the applicable Order Form.

2.19 "**Top-Up Tokens**" means additional Tokens purchased at any time other than on an anniversary of the Order Form.

2.20 "**User**" means a single user running one (1) or more instances of the licensed Software from a single workstation. If a User is running more than one (1) instances of the licensed Software from a single workstation, multiple licenses will be consumed by such User.

2.21 "**Website**" for purposes of the CALM model, means the website operated by AVEVA at https://connect.aveva.com/ which allows Customer to view the number of unused Tokens available for redemption and to manage and create its CALM-generated License Keys.

3. ADDITIONAL TERMS AND RESTRICTIONS.

3.1 Designated Systems. Customer must operate the Software on the System operating under supported versions of the Microsoft Windows environment with hardware configuration and software compatible with the current release of the Software.

3.2 Notice File. Customer will comply with the terms and conditions contained in any and all 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 will not transfer the Software to another Site or System without AVEVA's prior written consent.

3.5 The Software may only be used in the Site.

3.6 AVEVA Trademarks. AVEVA retains all goodwill in and Customer has no rights in any trademark owned by AVEVA, whether registered or unregistered, including the following: AVEVA, the AVEVA logo, Bocad and FabTrol. A list of AVEVA trademarks can be found at https://sw.aveva.com/legal/trademarks

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. AVEVA reserves the right to charge an incremental license fee for any such feature, functionality, or capability (and impose additional terms and also may require that Customer has purchased Support Services during the entire Software Term).

5. PROGRAMS AND DATA FILES. If permitted by the Documentation, certain of AVEVA's software products may allow Customer to write and integrate its subroutines, customizations, and component library data files. Customer acknowledges and agrees that from time to time AVEVA may create new versions of the Software (including as part of any Updates) and such new versions may not be compatible with Customer's subroutines and data file structures previously created. Customer agrees and acknowledges that AVEVA will 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 Order Form, then the terms and conditions set forth below relating to such license model will also apply to the Software. Not all types of license models are available to all of AVEVA's software products, some are software specific, in some case licensing mechanisms need to be combined for the better solution to customer needs:

6.1 Initial/Annual. If Customer licenses the Software on an "Initial/Annual" basis, then the license will be on a per Seat basis for the Software Term and Customer will be required to pay an initial license fee and applicable term license fee(s), each as set forth in the applicable Order Form.

6.2 Rental. If Customer licenses the Software on a "rental" basis, then the license will be on a per Seat basis for the Software Term and Customer will be required to pay the license fees during the Software Term as set forth in the applicable Order Form. For clarity, the "rental" model involves a license for a specified number of months without automatic renewal.

6.3 Client Activated License Management Model (CALM).

(a) Website Access. Within a reasonable period following execution of the Order Form, AVEVA will provide Customer with access to the Website, which will be configured with the number of Tokens set forth in the Order Form. Customer may redeem the Tokens to create a License Key enabling Use of the licensed Software for a given period of time at the exchange rate established for the Software in this Agreement.

(b) Assigned Token Value. The assigned Token value represents the use of the Software by a single User for a certain period of time. This period of time is called the "License Access Unit" ("LAU"), which may occur as a Day or a Month, 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, AVEVA combines LAUs 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 Order Form x number of such LAUs within the relevant License Period as specified by Customer or calculated in accordance with this Section 6.3(b) 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 Users will be the only Users authorized to call off Tokens.

(d) Client Activated License Management System. 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 must notify AVEVA of the details of all required servers. Customer will not be able to generate a License Key in relation to a particular server until AVEVA has received and entered the relevant details on the Website.

(iii) Customer may redeem Tokens against the Software. When generating License Keys, Customer must specify the following information: (a) the

required server; (b) the relevant Software; (c) the required LAUs or the effective and end dates if choosing to enter dates; (d) the required quantity of consecutive LAUs or the required end date of the License Period (which will not be a date after the expiration of the Order Form) for the relevant License Period, as appropriate; and (e) the required number of "Simultaneous Users."

(iv) Customer will be provided with a License Key only following: (a) correct entry of all necessary information; and (b) deduction from Customer's total Tokens of the 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 this Agreement, Customer will not be entitled to generate License Keys for a License Period extending beyond a period of sixty (60) days from the relevant due date for such payment until such time as the relevant payment is received in full by AVEVA.

(vi) Customer may not generate a License Key with a Month LAU within the final month of the term of the Order Form.

(vii) Each License Key will expire at midnight on the last day of the relevant License Period and Customer will not be able to use the Software thereafter unless a further appropriate License Key is generated.

(viii) Unless otherwise agreed, Customer will not be entitled to any refund of Tokens in the event that Customer has generated a License Key in error.

(ix) AVEVA will use commercially reasonable efforts to ensure that the Website is available for use by Customer to generate License Keys and that Customer receives generated License Keys by email. Customer acknowledges and agrees that AVEVA cannot guarantee that the Website will be available at all times or that Customer will receive all emails containing License Keys.

(x) If Customer continues to hold Tokens on the date of termination or expiration of the applicable Order Form, such Tokens will expire and Customer will not be entitled to redeem the Tokens against any Software or to receive any refund of fees or any credit against any fees in relation to such unused Tokens.

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 Order Form.

(ii) Customer will purchase Tokens on the date of the Order Form and on each anniversary thereafter. Except in relation to any 'carry-over' agreement 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 Order Form. Except on advance written agreement with AVEVA, Top-Up Tokens will expire on the anniversary of the Order Form immediately following the purchase date.

(iv) Where 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 the Designated Server running Software contains a Log Agent for the purposes of recording Customer's 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 acknowledges the presence of such Usage Logs and will 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 will comply with any request made by AVEVA to allow AVEVA to monitor Customer's usage during the error including, without limitation, manually sending the Usage Logs to AVEVA. A breach of Section 6.4(b)(i) or this Section 6.4(b)(ii) will be deemed to be a material breach of this Agreement and AVEVA will have the right to immediately terminate this Agreement.

(iii) In the event that Customer does not send AVEVA the Usage Log, or if the Usage Log is or appears to be corrupt, AVEVA reserves the right to estimate the number of Tokens used by Customer taking into account Customer's Token commitment and usage to date.

(iv) The Parties acknowledge that the data transmitted by the Log Agent may include personal data relating to Customer's employees. Prior to such data being transmitted, Customer will anonymize it so that any personal data included in the transmitted data is anonymized. 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 any losses, costs and expenses resulting from Customer's breach of this Section 6.4(b)(iv).

6.5 Simulation and Optimization Special Licensing Modes. Simulation and optimization software products have special licensing models not available for other software products.

(a) SimSci Network License. If Customer licensed the Software on a "SimSci Network license basis", then the license will be for computers networked to a Designated Server to use up to the number of concurrent instances of Software specified in an Order Form. The Network License requires that Customer obtain a License File for the Designated Server and install such License File on the Designated Server.

(b) SimSci Node-Lock License. If Customer licensed the Software on a "SimSci Network License" then the license is to be used as one local instance of the Software on the Designated Server, all as specified in the Order Form. A Node-Lock License requires that Customer obtain a License File for the licensed computer and install such License File on the licensed computer.

(c) SimSci Token License.

(i) If Customer licensed the Software on a "SimSci Token Licenses" then the license will be for computers networked to the Designated Server up to the number of concurrent SimSci tokens of software specified on the Order Form. This is a licensing methodology where Customer's usage of Software on a computer networked to the Designated Server is determined by the number of unused SimSci Tokens available to Customer. Customer will be permitted to use an instance of Software on a computer networked to the Designated Server if Customer has a sufficient number of unused SimSci Tokens (with the requisite maximum concurrent SimSci Token amount for such Software set forth in the Order Form). When a Customer uses an instance of Software, the SimSci Tokens required for such use will be deemed used and unavailable for further usage until Customer exits such instance of Software. Once Customer exits such instance of Software, the previously used SimSci Tokens will be deemed available again for further use. A SimSci Token License may permit Customer to use multiple Software offerings (or multiple Software instances) concurrently if Customer has sufficient SimSci Tokens. All SimSci Token Licenses will require Customer to obtain a License File for the Designated Server and to install such License File on the Designated Server, which Designated Server will only permit Customer's computers connected to such server to access the Software in accordance with the SimSci Token License requirements and in accordance with any other requirements or restrictions set forth in the Order Form. For illustrative purposes, if Customer purchased seventy (70) SimSci Tokens and Software A requires twenty (20) SimSci Tokens per instance, Software B requires fifty (50) SimSci Tokens per instance, and Software C requires seventy (70) SimSci Tokens per instance, then Customer could (a) use three (3) concurrent instances of Software A (and sixty (60) SimSci Tokens would be deemed used with ten (10) SimSci Tokens still available for use), (b) use one (1) instance of Software A and one (1) instance of Software B (and seventy (70) SimSci Tokens would be deemed used with zero (0) Tokens still available for use), or (c) use one (1) instance of Software C (and seventy (70) SimSci Tokens would be deemed used with zero (0) SimSci Tokens still available for use). For the avoidance of doubt, once Customer in this example exits an instance of used Software, then the previously used SimSci Token amount is deemed available for Customer's further use (e.g., if Customer exited one (1) instance of Software A, twenty (20) SimSci Tokens would become available for further use).

(ii) The SimSci Token system will allow Customer unlimited interchange use of the Software. SimSci Tokens will be allocated according to Customer's real-time use of the Software. SimSci Tokens will not limit use of the Software either jointly or individually; however, overall concurrent use by Customer of any Software may not exceed the total number of SimSci Tokens available to Customer under the Agreement.

(iii) Usage Log. For audit and reporting purposes, at the end of each calendar quarter, Customer will provide AVEVA a copy of the usage log generated through the SimSci Token system (the "Usage Log"). The Usage Log will be delivered to AVEVA electronically by the tenth (10th) day of the month following the end of each calendar quarter and addressed to: AVEVA Software, LLC, 26561 Rancho Parkway South, Suite 100, Lake Forest, CA 92630, SimSciTokens@aveva.com

(iv) USB Key License. "USB Key License" is a hardware device that contains a License File to enable the Software. A USB Key will only be used by Customer in one computer at a time and will only permit access to one local instance of the Software on such computer. This license methodology will only be available in certain renewals.

6.6 AVEVA Unified Engineering.

(a) Artificial Intelligence/ Machine Learning. Artificial Intelligence (AI) or machine learning techniques may be used by this product to enhance customer experiences. These techniques may execute on AVEVA's cloud platform or software installed on-premise. AVEVA does not guarantee the accuracy of outputs produced by AI or machine learning techniques and validation of outputs must be independently performed by Customer before use. Please refer to this product's Service Description for further information.

(b) Model/ Rule Creation. Customer may use Customer's data, generated while interacting with Unified Engineering, to create models or rules (e.g., through ML.net, Rule Manager, or other features). If Customer provides a created model or rule to internal or external recipients, Customer will ensure: (i) recipients have proper rights and permissions to the data used for the created model or rule, and (ii) put in place any necessary restrictions to restrict recipients from further sharing the created model or rule.

6.7 AVEVA Pipeline Simulation.

(a) Software License.

(i) Customer's license allows Customer to install and use AVEVA Pipeline Simulation Software solely on the System described in the Order Form for Customer's ordinary internal business, under the terms and conditions herein.

(ii) In addition to any other license restrictions set forth in the Agreement for the Software, Customer's license of the Software will be limited to the number of computers or work stations set forth in the applicable Order Form.

(b) License Restrictions.

(i) Customer will not copy the Software except to copy it onto the System and to make copies solely for backup purposes (with the inclusion of AVEVA's copyright and/or proprietary notice). However, Customer may make copies of the documentation provided to Customer by AVEVA with the Software provided that such copies are for internal use only and include all of AVEVA's copyright and/or proprietary notices. Customer will keep accurate records of the number and location of each copy and will ensure that no copies of the Software are removed to anywhere other than a Site.

(ii) This License granted by AVEVA to Customer is a server license. AVEVA's Pipeline Simulation Services software will be installed on the Designated Server forming part of Customer's System in the configuration as shown in Order Form (i.e. single or Redundant). The AVEVA Pipeline Simulation Services, Historical Services and application Software may be accessed by the Designated Server (virtual or physical) specified in Order Form.

(iii) Customer has the right to transfer, with AVEVA's prior written consent (such consent not to be unreasonably withheld), use of the Software to a location other than a Site by sending prior written notice of the new location. Once such transfer has been made, the new location will become included in the definition of "Site(s)".

(iv) Customer will not use the Software for acquisition or processing of data on behalf of any Third Party outside permitted Customer's ordinary internal business use without the consent of AVEVA.

6.8 Point Cloud Manager.

(a) Internet Accessibility. Features of this product may require internet connectivity and subject to consumption of different credit types.

(b) Artificial Intelligence/ Machine Learning. Artificial Intelligence (AI) or machine learning techniques may be used by this product to enhance customer experiences. These techniques may execute on AVEVA's cloud platform or software installed on-premise. AVEVA does not guarantee the accuracy of outputs produced by AI or machine learning techniques and validation of outputs must be independently performed by Customer before use. Please refer to this product's Service Description for further information.

6.9 XR Studio.

(a) Usage of certain features include technologies provided by Meta Platforms Technologies, LLC and are governed by the Meta Platform Technologies SDK License Agreement at https://developers.meta.com/horizon/licenses/oculussdk/.

7. ADDITIONAL SOFTWARE MAINTENANCE SPECIFIC TERMS.

The below terms and conditions will apply to the Software listed in Section 7 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 conflicting terms in this Section 7 will govern.

7.1 AVEVA Process Simulation, AVEVA PRO/II Simulation, AVEVA Dynamic Simulation, AVEVA APC and Optimization Software.

(a) If Customer licenses any AVEVA Process Simulation, AVEVA PRO/II Simulation, AVEVA Dynamic Simulation, AVEVA APC or Optimization Software, Customer must also purchase Support during the entire Software Term for such Software licensed for less than twenty (20) years.

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

7.2 AVEVA Dynamic Simulation.

(a) If Customer licenses any AVEVA Dynamic Simulation Software for a license term of twenty (20) years or more and such AVEVA Dynamic Simulation Software was included as part of professional services performed by AVEVA, then Customer's usage of such AVEVA Dynamic Simulation Software pursuant to such license will only be used for the purpose set forth in the applicable Order Form. Without obtaining AVEVA's prior written consent, Customer is prohibited from using such AVEVA Dynamic Simulation Software for any other purpose.