AVEVA SOFTWARE SCHEDULE P&O APM M&C (EXCLUDING PROCESS OPTIMIZATION AND UNIFIED SUPPLY CHAIN)

This AVEVA Software Schedule P&O APM M&C (Excluding the Process Optimization and Unified Supply Chain) (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 or purchased 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 meanings specified below:

2.1 "**Application Name Space**" means a system of unique application objects (representing physical, logical, or graphical entities) that interact or are used with the Software.

2.2 "**Authorized Applications**" will have the meaning set forth in Section 9.10(a)(iii)(b) or Section 9.11(b), as applicable.

2.3 **"AVEVA Discrete Lean Management Line"** means a software object configured with software information management and data collection functionality for utilization data, OEE or work order execution, in a single software database instance.

2.4 **"AVEVA Discrete Lean Management Line Count"** means the number of Line to be configured in Discrete Lean Management. This should be the biggest number among the number of utilization data object, OEE object and work order execution object.

2.5 **"Client Access License"** or "**CAL**" means a usage license required for each Client that runs, accesses or utilizes, directly or indirectly, Software (or other specified services) running on a Server.

2.6 "**Capacity**" means a specific licensed size criteria as described on the License Certificate and may include, among other measurements, unit counts, the number of Data Sources, Equipment counts, I/O Counts, Platform Counts, Session Counts, Tag Counts and Site Counts.

2.7 "**Client**" means a Device accessing or utilizing, directly or indirectly, Server Software.

2.8 "**Client Connection**" means a usage license required for a Client. For the avoidance of doubt, one Client will require multiple Client Connections (including the corresponding licenses) if the Client access, or utilizes, directly or indirectly, multiple instances of Software.

2.9 "**Concurrent User Logins**" means the number of concurrent user login connections to a designated system at a given time.

2.10 "**Core**" means one unit of a physical or virtual processor as detected by the operating system.

2.11 "**Data Sources**" means configurable data connectors used to connect to external data stores that are being monitored, processed, or utilized by the Software.

2.12 "**Device**" means any physical or virtual environment, node, Server, computer, or other digital workstation, edge device, electronic, cellular or smartphone, handheld computer, tablet PC, or computing equipment that runs, accesses, or utilizes the services of the Software.

2.13 "**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..

2.14 "**Enterprise License**" means a license model that permits use of specified Software for a number of Customer's employees throughout Customer's organization and sites. An Enterprise License enables Customer to standardize all Customer sites on the specified Software.

2.15 "**Equipment**" means any physical asset, subcomponent or grouping for use by Software for which a functional requirement has been established.

2.16 "**Equipment Count**" means the number of Equipment.

2.17 "**Equipment/Segment**" means a software object configured with software information management and data collection functionality in a single software database instance.

2.18 "**Facility**" means the location(s) where the Software is installed.

2.19 "**Fixed Intelligence Model**" means the predefined "Energy Performance Intelligence Model" is not permitted to be modified.

2.20 "**I/O Count**" means the maximum number of unique external data points that the Software is licensed to monitor at any given time.

2.21 "**Intelligence Model**" means the collection of data sources, dimensions, and measures objects, which defined how source data will be transformed into Intelligence Data Store.

2.22 "**License Certificate**" means a document included with the Software that may provide, among other things, specific information regarding Capacity, name of specified licensee and location where the Software is licensed for use, Device identification and Named Users (as applicable).

2.23 "**License File**" means a component of the Software that enables one or more components of the Software (for example, authorization keys) and may also specify, as applicable, (a) the location of the designated Device(s), (b) the Named User(s), (c) the Intelligence Model, (d) the location for authorized use of the Software or of the users, and (e) the Customer. The License File may also specify the Capacity for the Software. Certain components of the Software may be licensed under the Agreement without a License File. If a License File is used, Customer's license of the Software will be subject to any restrictions set forth in the License File.

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

2.25 "**License Unit**" means a unit of measurement used to determine the number of Reporting Points purchased by Customer that Customer will use to collect information about its assets.

2.26 "**Megawatt Unit**" means a unit of electrical power equal to one million watts.

2.27 "**Named Device**" means a specified, individual Device.

2.28 "**Named User**" means a specified, individual person and is unique to the individual. A Named User is not a particular logon name, a group, an organization, part of a company or organization, or any other non-person entity.

2.29 "**Open Intelligence Model**" means the predefined "Energy Performance Intelligence Model" is open for modification to bring in more dimensions and measures.

2.30 "**Per Core Use**" means Server Software licensing wherein a separate license is required for each core that resides on a single Server.

2.31 "**Per Device Use**" also called "**Per Seat Use**" means Device licensing as specified in the Order Form, License File, or License Certificate wherein a Device is licensed to access or utilizes the services of the Server Software on an unlimited number of Servers running the Server Software. Customer must purchase a Per Device ("Per Seat") License for each Device licensed for Per Device Use. This type of license is installed locally on the Device.

2.32 "**Per Named Device**" means Server Software licensed wherein one Named Device is licensed to access or utilize the services of the Server Software on an unlimited number of Servers running the Server Software.

2.33 "**Per Named User**" means Server Software licensed wherein one Named User using any Device is licensed to access or utilizes the services of the Server Software on an unlimited number of Servers running the Server Software.

2.34 "**Per Server Use**" also called "concurrent use" means Software licensing wherein the Software may be installed on an unlimited number of Devices provided however that the number of Devices utilizing the services of the Software residing on a single Server is limited by the number of Per Server access licenses purchased as defined in the Order Form, License File, or License Certificate.

2.35 "**Per Session Count Use**" means Server licensing used in a Remote Desktop Server Edition technology environment wherein the number of Devices accessing or utilizing the services of the Software residing on a single Server at a given point in time is limited by the number of Sessions specified in the license purchased as defined in the Order Form, License File, or License Certificate. Per Session Count Use applies to Remote Desktop Server Edition technology.

2.36 "**Platform**" means Software that is required in order for a Device to operate with Application Server Software.

2.37 "**Platform Count**" means the number of Devices that are licensed to host the Platform.

2.38 "**Power Generation Unit**" means a group of equipment converting mechanical or renewable energy into a rated capacity of electric energy (electricity) as per design standards.

2.39 "**Replaced License**" means a License File and/or License Certificate that has been replaced or superseded by another License File and/or License Certificate for the purpose of direct substitution.

2.40 "**Reporting Point**" means an item that manages how and when data is captured from Customer's data sources. Client applications retrieve data from the reporting point based upon module selection and filter conditions.

2.41 "**Repository**" means a logical or physical database or means of grouping and/or storing workflows.

2.42 "**Runtime Report**" means a discrete report active in the Software.

2.43 "**Seats**" 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.

2.44 "**Server"** means any Device that hosts Server Software and can be run, accessed, or used by another Device.

2.45 "**Server Software**" means those components of, or programs in, the Software that provide services on a Device called a Server on which services may be run, accessed or used by another Device.

2.46 "**Session Count**" means the number of licensed AVEVA-based, Microsoft Remote Desktop Client (RDC) sessions.

2.47 "**Site License**" means a license model that permits use of specified Software for a number of Customer's employees at a specific Site.

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

2.49 "**Software Term**" means the initial term and any subsequent renewal term(s) for the Software, as set forth in the applicable Order Form.

2.50 "**Tag**" means a representation of an internal or external data value or calculation result.

2.51 "**Tag Count**" means the number of internal or external data points or calculations resulting from the Tags that are being monitored, processed, or utilized by the Software.

2.52 "**Toolkit Software**" means Software designated by AVEVA on the Order Form and/or License File as a "toolkit" AVEVA software product and that may include compiled computer code and portions of source code that may be used by Customer to extend the functionality of the Software.

2.53 "**Water Flow Rate**" means the total water flow rate in cubic meters per hour in the scope of the Aquis Hydraulic model.

2.54 "**Wind River Marketplace**" will have the meaning set forth in Section 9.9(b)(i).

2.55 "**Wind River**" will have the meaning set forth in Section 9.9(b)(i).

3. ADDITIONAL TERMS AND RESTRICTIONS.

3.1 Copying of License File. Unless specifically authorized in writing by AVEVA, copying of a License File using virtualization technology is prohibited.

3.2 Installation Limitations. The media upon which the Software resides may contain multiple copies of some of the components of the Software, each of which is compatible with different microprocessor architectures or different underlying operating systems. Customer may install the Software for use only with one architecture and one operating

system at any given time, consistent with the restrictions in the Agreement (including any License File, License Certificate or Order Form).

3.3 Replaced License Restrictions. License Files and/or License Certificates may be replaced for various purposes as agreed to by AVEVA and Customer. A Replaced License must be removed from any Device and its original License File, license CD, and/or License Certificate must be destroyed or archived and clearly marked as "Inactivated" so that it cannot be used. The act of replacement includes:

(a) Version Upgrades – when an earlier or lower numbered version license is replaced by a newer or higher numbered version license. For example, a Software X license with version 6.0 is replaced with a Software X license with a version 6.5;

(b) Functional Upgrades – when a license with certain Capacity and functionality is replaced by a license with greater Capacity or different functionality. For example, an InTouch 3000 Tag Count license is replaced by an InTouch 60000 Tag Count license; or an AVEVA Historian, formerly Wonderware license is replaced by an AVEVA System Platform, formerly Wonderware license;

(c) Lost/Stolen/Failed Keys – when a license key is lost, stolen, or fails and a replacement license key is provided. If a lost/stolen key is found/recovered, it must be destroyed; or

(d) Keyed License to Keyless License – when a License File locked to a hardware key/dongle is replaced by a License File only or visa-versa.

3.4 OI Gateway Software Restrictions. OI Gateway Software is an application that acts as a communications protocol converter in a single computer. OI Gateway Software may be licensed to Customer under the Agreement without a separate License File or License Certificate to link AVEVA application software to clients and data sources that communicate using the following protocols: OPC (OLE for Process Control), SuiteLink, DDE/FastDDE, as well as AVEVA System Platform, formerly Wonderware and InTouch data sources. If licensed to Customer, OI Gateway Software can be used in conjunction with the Software. Use of OI Gateway Software solely with non-AVEVA products is prohibited.

3.5 Artificial Intelligence/ Machine Learning. Artificial Intelligence (AI) or machine learning techniques may be used by software made available through this Software Schedule 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 any applicable Service Description for further information.

3.6 Application Program Interface License. If any Software contains or is provided with an application program interface and Customer is expressly permitted to utilize such application program interface with other software, applications, or other interfaces pursuant to the Agreement (*e.g.*, with AVEVA's prior written consent or if expressly permitted by the Documentation), then Customer's use of such application program interface with such other software, applications, or other interfaces will require Customer to obtain from AVEVA a separate license (e.g., the appropriate CAL or Client Connection) for such usage of the application program interface.

3.7 AVEVA Trademarks. AVEVA retains all goodwill in and Customer has no rights in any trademark owned by AVEVA, whether registered or unregistered, including but not limited to the following: AVEVA, the AVEVA logo, Wonderware and InTouch. A list of AVEVA trademarks can be found at https://www.aveva.com/en/legal/trademarks/

4. VERSION LIMITATIONS.

The Software, and various components thereof, contain certain version numbers (such as version "6.5"). The Agreement permits Customer to install one copy of the Software, whereas (a) some Software may allow the same version number as the Software version number listed on the Order Form (or in an Update that is part of the Software licensed) on the number of computers authorized hereunder (for example, if the version number listed for a particular component of the Software is "6.5", then Customer may install a copy of that component of the Software having a "6.5" version number, but not a "6.6" version number), and (b) some Software may allow the same or lower version number as the Software version number listed on the License File or Order Form (or in an Update that is part of the Software licensed) on the number of computers authorized under the Agreement (for example, if the version number listed for a particular component of the Software is "6.5", then Customer may install a copy of that component of the Software having a "6.5" or "6.0" version number, but not a "6.6" version number).

5. ADDITIONAL LICENSE PROVISIONS.

5.1 Per Server/Concurrent Use Basis. If the Software has been licensed on a Per Server/Concurrent Use basis, then the following additional terms and conditions will apply:

(a) If Customer has licensed the Software on a Per Server/Concurrent Use basis, then the Software may be installed on a single Server that will be the designated Device under the Agreement, and the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of concurrent sessions specified in the License File. The services of the Server Software are considered to be accessed or utilized when there is a direct or indirect connection between a Device and the Server Software running on the Server (regardless whether the Server Software is accessed or utilized using the Device Software, Third-Party Products or an application developed by Customer). For the avoidance of doubt, one Device will require multiple concurrent sessions (and corresponding licenses) if the Device accesses or utilizes, directly or indirectly, concurrent sessions of the services of the Server Software.

5.2 Per Device Use Basis. If the Server Software has been licensed on a Per Device Use basis, then the following additional terms and conditions will apply:

(a) If the Server Software is licensed on a Per Device Use basis, then a separate CAL must be purchased for each specific Device that accesses or utilizes Server Software (which may access or utilize the services of the Server Software on any number of Servers running the Server Software) and each Per Device CAL must be dedicated to a single Device. For the avoidance of doubt, one Device will require multiple CALs if the Device accesses or utilizes, directly or indirectly, concurrent sessions of the Server Software.

5.3 Per Named User Basis. If the Server Software has been licensed on a Per Named User basis, then the following additional terms and conditions will apply:

(a) If the Server Software is licensed on a Per Named User basis, then the allocation and identification of the individual Named User must be maintained by Customer on file at Customer's location for a minimum of thirty (30) days before the allocation and identification of the Named User can be moved or transferred to a different, separate and unique individual. The identified Named User may activate only one instance of the services of a Server from any Device at any location at any given point in time with each Named User CAL purchased. Multiple simultaneous instance activations of the services of a Server by a Named User requires an equal multiple number of Named User CALs.

(b) CALs authorize access or use of only the specific Server Software associated with such CAL.

5.4 Per Server Use Basis. If the Server Software is licensed on a Per Server Use basis, then the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is equal to the number of Device CALs that have been purchased and designated for use for each Device with that Server. For the avoidance of doubt, one Device will require multiple CALs if the Device accesses or utilizes, directly or indirectly, concurrent sessions of the services of the Server Software. CALs authorize access or use of only the specific Server Software associated with such CAL. If any Software is licensed on a Per Server Use basis, and accesses any database or data source, then Customer must purchase the required access license for each database or data source accessed. Failure of Customer to purchase the required database or data source license is a material breach of the Agreement.

5.5 Per Processor Use Basis. If the Server Software is licensed on a Per Processor Use basis, then for each processor residing on the Server, a separate Per Processor use license must be purchased. A Per Processor license will allow an unlimited number of Devices to access the services of the Server running the Server Software as long as a Per Processor license has been purchased, pursuant to the Order Form, License File, or License Certificate, for each processor running on the Server.

5.6 Per Session Count Use Basis. If the Software is licensed on a Per Session Count Use basis, then the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of Sessions specified in the License File. For the avoidance of doubt, one Device will require multiple sessions (and corresponding licenses) if the Device accesses or utilizes, directly or indirectly, concurrent sessions of the services of the Server Software.

5.7 Per Core Use Basis. If the Server Software is licensed on a Per Core Use basis, then for each processor residing on the Server, a separate Per Core use license must be purchased. A Per Core license will allow an unlimited number of Devices to access the services of the Server running the Server Software as long as a Per Core license has been purchased, pursuant to the Order Form, License File, or License Certificate, for each core running on the Server.

5.8 Runtime Report Basis. If the Software is licensed on a Runtime Report basis, the maximum number of Runtime Reports utilized by Customer per Server is limited to the Runtime Report count for the Software as specified in the License File, Order Form or License Certificate.

5.9 Single Facility/Single Device Basis. If the Software is licensed on a Single Facility/Single Device basis, then the Software may only be installed and used on a single Device, which Device must be located at the Facility specified in the applicable Order Form. The Single Facility/Single Device license may be subject to further restrictions as set forth in the applicable Order Form.

5.10 Enterprise License. If the Software is licensed on an Enterprise License basis, the duration, scope and pricing of such Enterprise License will be determined on a case-by-case basis. An Enterprise License is granted upon Customer's receipt of a written authorization for such Enterprise License, which must be signed by AVEVA and also countersigned by Customer. Among other things, the signed written authorization will describe the duration, scope and license fees for the Enterprise License and Customer's Software support commitments under the Enterprise License.

5.11 Site License. If the Software is licensed on a Site License basis, the duration, scope and pricing of such Site License will be determined on a case-by-case basis. A Site License is granted upon Customer's receipt of a written authorization for such Site License, which must be signed by AVEVA and also countersigned by Customer. Among other things, the signed written authorization will describe the duration, scope and license fees for the Site License and Customer's Software support commitments under the Site License.

5.12 Facility License. If Customer's license of the Software is restricted to a specified Facility, then the Software may only be installed at the Facility specified in the applicable Order Form.

5.13 Educational license. If Customer wishes to acquire the Software for educational purpose only, please contact AVEVA or its authorized reseller serving the Customer's country. In case the Software is identified as an academic or educational software, Customer must be a qualified educational user to be entitled to use said Software; if Customer is not a qualified educational user, Customer has no rights under this Agreement with respect to said academic or educational software. To determine whether Customer is a qualified educational user, please contact AVEVA or its authorized reseller serving the Customer's country. Once licensed to use said academic or educational Software, Customer may not sell or transfer any such Software or sub-license Customer's license right to use the same to anyone except to another person who is qualified by AVEVA as a qualified educational user. As used in this Agreement, the term 'person' will be broadly interpreted to include without limitation any individual, any corporation, company or other legal entity.

5.14 License for Field-Test / Beta Version. If Customer has acquired a license for field-test / beta version purpose, Customer acknowledges and agrees that the Software licensed to Customer under such license is a pre-release software only. As such, said Software may not be fully functional and Customer assumes the entire risk as to the results and performance of the Software. Customer may install and use the Software licensed to Customer under a field-test / beta version license on computers in Customer's workplace for only the purpose of testing said Software before it is commercialized by AVEVA and potentially identifying any errors, bugs or defects in said Software. Customer also agrees to use reasonable efforts to provide feedback to AVEVA regarding Customer's use of the Software, including providing AVEVA with a prompt report of errors, bugs or defects that Customer might find. Therefore, notwithstanding anything in this Agreement to the contrary, Customer may not distribute or transfer any applications Customer creates with the Software licensed to Customer under a field-test/beta version license. AVEVA will not update the Software licensed to Customer under a field-test/beta version license, nor will AVEVA provide support in relation thereto. The Software licensed to Customer under a field-test/beta version license may contain code that will, after a certain time period, deactivate the Software and render it unusable. Although said Software may attempt to warn Customer of the time frame in which it will be disabled, Customer acknowledges and agrees that said Software may be deactivated or rendered unusable with or without warning. Upon such deactivation, this Agreement will be considered terminated. Prior to deactivation of the Software, Customer may contact AVEVA to convert Customer's field-test/beta version license of the Software to a standard license governed by this Agreement on the final release of said Software; if and when available from AVEVA, by paying to AVEVA the applicable license fee (if any) and obtaining from AVEVA the relevant activation code(s).

6. TOOLKIT SOFTWARE.

6.1 If the Software includes any Toolkit Software, such Toolkit Software may include limited portions in source code (human-readable) form for which modifications are not supported by AVEVA.

7. TRANSFER OF SOFTWARE.

The below terms and conditions will apply to (a) AVEVA InTouch HMI, formerly Wonderware, (b) AVEVA System Platform, formerly Wonderware, (c) AVEVA Development Studio, formerly Wonderware, (d) AVEVA Historian Client, (e) AVEVA Batch Management, (f) AVEVA Mobile Operator, (g) AVEVA BI Gateway, (h) QI Analyst, (i) SmartGlance Mobile Reports, (j) AVEVA Edge, (k) AVEVA Recipe Management, (l) AVEVA Work Tasks, (m) AVEVA Manufacturing Execution System, formerly Wonderware, (n) AVEVA Telemetry Server Communication Drivers, (o) AVEVA InduSoft Web Studio and (p) AVEVA Historian:

Customer may transfer the Software from one designated Device or Application Name Space to another for application development or for operation of the Software provided that: (i) the Software (including the License Files) is completely removed from the initial designated Device or Application Name Space prior to installing the Software on the second computer or Application Name Space, and (ii) the end-user identification information (including the identification and location of the designated Device) contained within the License File remains accurate. The Software may only be used on one Device or Application Name Space at a time, and the component parts of the Software may not be separated for use on more than one Device.

8. MULTIPLEXING AND POOLING.

The below terms and conditions will apply to (a) AVEVA System Platform, formerly Wonderware, (b) QI Analyst, (c) AVEVA Enterprise Integration, (d) AVEVA Recipe Management, (e) AVEVA Work Tasks, (f) AVEVA Batch Management, (g) AVEVA BI Gateway, (h) AVEVA Manufacturing Execution System, formerly Wonderware and (i) AVEVA Historian:

Use of software or hardware that reduces the number of users or Seats directly or indirectly accessing or utilizing Server Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of CALs or Seats required. The required number of CALs or Seats would equal the number of distinct inputs to the multiplexing or pooling software or hardware "front end".

9. ADDITIONAL SOFTWARE SPECIFIC TERMS AND CONDITIONS.

The below terms and conditions will apply to the below listed 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 9 conflict with the terms contained in this Section 9, then the conflicting terms in this Section 9 will govern.

9.1 AVEVA Work Tasks.

(a) Software License.

(i) If Customer has licensed the Software on a Per Server/Core basis the Software may be installed on a single Server that will be the designated Device under the Agreement. The services of the Server Software are considered to be accessed or utilized when there is a direct or indirect connection between a Device and the Server Software running on the Server (regardless whether the Server Software is accessed or utilized using the Device Software, Third-Party Products or an application developed by Customer).

(ii) Alternatively, if access to the Server Software is licensed for use on a Client Connection basis, then each Client Connection can access a single instance of the services of the Server from any Device.

(b) Additional Use Restrictions.

(i) AVEVA Work Tasks Developer Edition Software Use and Restrictions. The AVEVA Work Tasks Developer Edition license:

A. is limited to one (1) development seat;

B. is limited to a specified number of Client Connections;

C. is strictly limited to non-production purposes; and

D. allows only a specific number of concurrent active workflows to be executed. The Software stops accepting more workflows if concurrency limits are exceeded - i.e. if more than the allowed number of workflows are either waiting or running.

(ii) AVEVA Work Tasks Professional and Enterprise Software Use and Restrictions. For Core Based Server Licenses:

A. an unlimited number of Client Connections can access the Server;

B. use of the Software is limited by the number of Cores as defined in the authorization key, Order Form or License File or as identified in the operating system; and

C. the Software must not be used as a hosting solution for third parties.

9.2 AVEVA InTouch HMI, formerly Wonderware.

(a) Software License. Certain components of the Software are licensed according to the Equipment count. The maximum amount of Equipment that Customer may capture information about according to established functional requirements is limited to the number of Equipment specified for the Software licensed hereunder as specified in the License File, Order Form, or License Certificate.

(b) License Restrictions.

(i) Remote Desktop Server Edition Technology. If Customer uses Remote Desktop Server Edition or other technology to run two or more instances (copies) of the same Software on a single Server or Device then a separate license must be purchased for each instance (copy) of the Software being run.

(ii) Runtime Restriction. If the Software licensed under the Agreement is for "Runtime" use, then it may only be used to run a specific application, and may not be used either (A) to develop, and/or (B) in conjunction with, new applications, databases, or tables other than those contained in the specific application to which the "Runtime" license relates. This provision does not prohibit Customer from using a tool to run queries or reports from existing tables, or from using a separately licensed development environment to configure or extend such specific application.

9.3 AVEVA System Platform, formerly Wonderware.

(a) License Restrictions.

(i) AVEVA System Platform, formerly Wonderware. An AVEVA System Platform, formerly Wonderware Software license is limited by (A) the size of the Application Name Space, which in turn is limited by the I/O Count, as defined in the License File, License Certificate or Order Form, and (B) the number of separate Devices which the AVEVA System Platform, formerly Wonderware can be physically distributed across, which in turn is limited by the Platform Count as defined in the License File, License Certificate or Order Form, and (C) the number of TS Sessions which the AVEVA System Platform, formerly Wonderware can be physically distributed across, which in turn is limited by the TS Session Count as defined in the License Certificate or Order Form. Additionally, (1) the AVEVA System Platform, formerly Wonderware license contains Software which can be installed on multiple computers, (2) the Software contained in the license cannot be separated or upgraded separately from the AVEVA System Platform, formerly Wonderware license and (3) the license must be used within a single Application Name Space.

(ii) Galaxy Repository (GR) Access. The use of the Galaxy Repository (GR) Access interface and associated. DLLs by a Non-AVEVA client application is restricted to the physical device where the AVEVA Development Studio License is located.

9.4 AVEVA Development Studio, formerly Wonderware.

(a) License Restrictions.

(i) Toolkit Software Restrictions and Rights. A Toolkit Software license provides the ability to extend Software within the limits of the specific Toolkit License as defined in the License Certificate. Subject to the then-current AVEVA licensing requirements, Customer may further distribute the application created with the Toolkit Software with other third-party users of Software provided that Customer: (A) includes AVEVA's copyright and other proprietary rights notices; (B) indemnifies, holds harmless and defends AVEVA and its suppliers from and against any claims or lawsuits, including attorney's fees, that arise or result from the use or distribution of the I/O servers, Extension Tools, SDK Tools or Customer's products; (C) agrees that all such items are provided "AS IS" without warranty of any kind, and (D) otherwise comply with the terms and limitations of the Agreement.

(ii) Remote Desktop Server Edition Technology. If Customer uses Remote Desktop Server Edition or other technology to run two or more instances (copies) of the same Software on a single Server or Device then a separate license must be purchased for each instance (copy) of the Software being run.

(iii) Runtime Restriction. If the Software licensed hereunder is for "Runtime" use, then it may only be used to run a specific application, and may not be used either (A) to develop, and/or (B) in conjunction with, new applications, databases, or tables other than those contained in the specific application to which the "Runtime" license relates. This provision does not prohibit Customer from using a tool to run queries or reports from existing tables, or from using a separately licensed development environment to configure or extend such specific application.

(iv) AVEVA Development Studio, formerly Wonderware and AVEVA Advanced Development Studio Use and Restrictions. AVEVA Development Studio, formerly Wonderware includes application development tools that are used to develop applications for deployment of the AVEVA System Platform, formerly Wonderware Software, AVEVA InTouch HMI, formerly Wonderware and other AVEVA runtime applications as well as tools to configure AVEVA Historian, formerly Wonderware. AVEVA Development Studio, formerly Wonderware Software is licensed solely on a Per Device basis. The AVEVA Development Studio, formerly Wonderware Software may only be used to develop a specific application, and may not be used to run the application in a production environment except for AVEVA Historian, formerly Wonderware, InTouch Runtime, AVEVA Historian Client and OI Servers, if located on the same device as the AVEVA Development License.

9.5 AVEVA Manufacturing Execution System, formerly Wonderware.

(a) License Restrictions.

(i) 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 Concurrent User Logins or the number of Sites, as set forth in the applicable Order Form.

9.6 AVEVA BI Gateway.

(a) License Restrictions.

(i) AVEVA BI Gateway Server. If the Software licensed by Customer hereunder includes a license for Software known as AVEVA BI Gateway Server, then the Customer's access to AVEVA BI Gateway Server is limited by Per Server Use. Under Per Server Use, the Customer must purchase an AVEVA BI Gateway Server CAL which limits the number of Devices and/or Users accessing or utilizing the services of AVEVA BI Gateway Server. If Customer's use of AVEVA BI Gateway Server requires the access of any database, Customer must purchase the required access license for each database accessed.

(ii) OEM Version of Tableau Software. AVEVA BI Gateway Clients are provided using an OEM version of Tableau software. AVEVA BI Gateway Clients allow connecting to a set of data sources as enabled in the AVEVA BI Gateway Analytics Client only if those data sources are configured in the AVEVA BI Gateway Server software. Standalone use of this OEM version of Tableau software to connect data sources that are not configured in AVEVA BI Gateway Server is strictly prohibited and is a breach of the Agreement.

(iii) Licensing Modes. Customer cannot mix the licensing modes for Dashboard Users on the same License Certificate. Access to the Server may either be "Per Named User", or "Per Server Use", or "Per Core Use".

9.7 AVEVA Enterprise Integration. Customer may transfer the Software from one designated Device to another for application development or for operation of the Software provided that: (i) the Software (including the License Files) is completely removed from the initial designated Device prior to installing the Software on the second Device, and (ii) the end-user identification information (including the identification and location of the designated Device) contained within the License File remains accurate. AVEVA Enterprise Integration Server is comprised of components in the form of services and .DLLs. Those components may be distributed across more than one Device but only one instance of each component can be installed and active on a Device per AVEVA Enterprise Integration Server license.

9.8 AVEVA Edge. Customer's license allows Customer to install and use AVEVA Edge Software on a single Device.

9.9 AVEVA InduSoft Web Studio.

(a) Customer's license allows Customer to install and use AVEVA InduSoft Web Studio Software on a single Device.

(b) The following provisions apply only if Customer obtained the Software from the Wind River Marketplace:

(i) "Wind River Marketplace" means the Wind River Marketplace web application operated by or for Wind River Systems, Inc. or its successor ("Wind River"), where Wind River may post and distribute partner products to Wind River Marketplace users.

(ii) Subject to Customer's compliance with its obligations under the Agreement, AVEVA grants to Customer a royalty free, personal, non-transferable, non-exclusive, non-sublicensable, worldwide, limited demonstration license to perform, display, and use the Software and any content contained in, accessed by, or transmitted through the Software for Customer's internal business use, solely to evaluate the features, functionality and performance of the Software and solely with the Wind River product VxWorks 7.

(iii) The following disclaimers on behalf of AVEVA and Wind River are in addition to and not in lieu of the disclaimers set forth in the Agreement:
THE SOFTWARE IS PROVIDED AS-IS WITHOUT WARRANTIES OF ANY KIND AND AVEVA, FOR ITSELF AND ON BEHALF OF WIND RIVER, HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY AVEVA, ITS DEALERS, DISTRIBUTORS, OR AGENTS OR EMPLOYEES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES GIVEN IN THE AGREEMENT, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. NEITHER AVEVA NOR WIND RIVER WARRANTS THAT THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE SOFTWARE WILL OPERATE IN COMBINATIONS OTHER THAN AS SPECIFIED IN THE DOCUMENTATION, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SOFTWARE WILL PROTECT AGAINST ALL POSSIBLE SECURITY THREATS, INTERNET THREATS, OR OTHER THREATS OR INTERRUPTIONS.

(iv) The following limitation of liability on behalf of AVEVA and Wind River is in addition to and not in lieu of the limitation of liability set forth in the Agreement:
NEITHER AVEVA NOR WIND RIVER WILL HAVE ANY LIABILITY FOR ANY DIRECT, SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF AVEVA OR WIND RIVER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH IN THIS SCHEDULE (OR THE AGREEMENT) IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9.10 AVEVA Plant SCADA.

(a) Software License.

(i) License. For the purposes of the license of AVEVA Plant SCADA Software all references to AVEVA will refer to AVEVA Software Australia Pty Limited ACN 113 112 744.

(ii) Device and Server Software Grant. Server Software is licensed on a Per Server/Concurrent Use basis, and may be installed on a single Server that will be the designated Device hereunder, and the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of concurrent sessions specified in the License Key. The services of the Server Software are considered to be accessed or utilized when there is a direct or indirect connection between a Device and the Server Software running on the Server (regardless whether the Server Software is accessed or utilized using the Device Software, Third-Party Products or an application developed by the Customer). One CAL is provided with a single Server license, which must be dedicated to a single Device. Additional CALs must be purchased for each specific Device that accesses or utilizes Server Software (which may access or utilize the services of the Server Software on any number of Servers running the Server Software) and each Per Device CAL must be dedicated to a single Device. Server Software is licensed on a Per Server Use basis. The maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is equal to the number of Device CALs that have been purchased and designated for use for each Device with that Server. CALs authorize access or use of only the specific Server Software associated with such Client license. If any Software is licensed on a Per Server Use basis, and accesses any database or data source, then Customer may be required to purchase the required access license for each database or data source accessed. Failure of Customer to purchase a required database or data source license is a material breach of the Agreement.

(iii) Software Update Utility. This Software includes a utility called the Schneider Electric Software Update (the "Utility"), which is licensed to AVEVA by Schneider Electric SA. The main function of this Utility is to notify the user when an update for the Software is available, and, the Utility also allows the Customer to participate in the AVEVA program to improve the user experience of AVEVA's software products. Participating in this improvement program means that the Utility informs AVEVA about: the hardware and software configuration of the user's PC; which features and options of the Software and the Utility are used; and any error reports relating to the Software and the Utility. AVEVA uses this information to speed up improvements to the products and features customers use most often.
Customer may elect to receive automatic notifications of updates to the Software by selecting the Schneider Electric Software Update utility as one of the Core Components at installation of the Software. Furthermore, Customer may opt out of the Utility at any time after it has been installed by revoking participation in the Utility settings. The technical documentation for the Software provides information about the presence of the Utility in the Software, and specifically, what information is being collected; this documentation is available to Customer upon request to AVEVA.

The personal data, if any, collected by Schneider Electric through the Utility is subject to Schneider Electric's Privacy Policy (located here: https://www.se.com/ww/en/about-us/legal/data-privacy.jsp);
any personal data received by AVEVA through the Utility is subject to AVEVA's Privacy Policy (located here: https://www.aveva.com/en/legal/privacy-policy/).

(b) Authorized Applications.

(i) For the purpose of the Agreement, "Authorized Applications: will mean those applications that Customer creates, develops or generates by using the Software (including its programming tool if any) or by loading in such applications, with or without modification, a library of the Software, provided that Customer has validly licensed said Software from AVEVA or its authorized resellers. Authorized Applications include, without this being limitative, applicable runtime engines for the Software and applicable driver interface that Customer may provide to Customer's own customers as part of or together with Customer's Authorized Applications.

(ii) Notwithstanding the foregoing, any application created with a Pre-Production Release or for demonstration, test or evaluation purposes, is not an Authorized Application.

(iii) Customer may distribute or otherwise make available Authorized Applications provided Customer complies with each of the requirements set forth below:

A. Customer includes Customer's own valid copyright notice on Customer's Authorized Applications;

B. Customer does not remove or obscure any notice of copyright, trademark, patent or other industrial or intellectual property rights that appear on the Software as delivered to Customer or as may appear concerning the Software in the Authorized Application's About Box and in any applicable written documentation distributed with each copy of Customer's Authorized Applications;

C. Customer does not use AVEVA's name, logo or trademarks to market or identify Customer's Authorized Applications unless Customer is party to a separate agreement with AVEVA giving Customer such rights or AVEVA has given Customer its express prior written consent to do so;

D. Customer indemnifies, holds harmless, and defends AVEVA from and against any claims (including based on warranty) or lawsuits, including attorneys' fees, that arise or result from the use or distribution of Customer's Authorized Applications, provided however that Customer's contractual obligation of indemnification will not extend to the percentage of the claimant's damages or injuries or the settlement amount attributable to AVEVA's fault or to strict liability imposed upon AVEVA as a matter of law in any country (on either federal or state level, when applicable); the foregoing obligation of indemnification will survive the expiry or termination of the Agreement;

E. Customer does not permit further redistribution of the Software (including Customer's modifications thereto) by third parties except as part of Customer's Authorized Applications;

F. Customer concludes Customer's own license agreement to grant the right to use Customer's Authorized Applications to any third party; and

G. Customer otherwise comply with the terms of the Agreement.

(c) Embedding the Software. Customer may embed or otherwise integrate the Software within Customer's own product or a third-party product, provided that:

(i) Customer has validly licensed the Software from AVEVA or its authorized resellers;

(ii) Customer performs such embedding or integration in a manner that complies with the Software documentation to the extent said documentation contains any instructions or recommendations in relation therewith; and

(iii) Customer complies - with respect to Customer's own products and said Third-Party Products - with each of the same requirements as set forth hereinabove concerning Authorized Applications; said foregoing requirements will apply mutatis mutandis to any of Customer's own products or Third-Party Products within which Customer embeds or otherwise integrates the Software, and any reference made to the term "Authorized Application" in the foregoing provision will be deemed for the purpose of this present section to be a reference to Customer's own products or Third-Party Products embedding or otherwise integrating the Software.

(iv) Where Software is embedded or otherwise integrated by Customer within Customer's own product or a third-party product, Customer then ceases all use of the Software, whether direct, indirect, concurrent or otherwise.

9.11 AVEVA Production Management.

(a) Software License.

(i) License. For the purposes of the license of AVEVA Production Management Software all references to AVEVA will refer to AVEVA Software Australia Pty Limited ACN 113 112 744.

(ii) Client and Server Software Grant. Server Software is licensed on a Per Server/License Unit basis and may be installed on a single Server that will be the designated Device hereunder. The maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is not limited. The services of the Server Software are considered to be accessed or utilized when there is a direct or indirect connection between a Device and the Server Software running on the Server (regardless whether the Server Software is accessed or utilized using the Device Software, Third-Party Products or an application developed by the Customer). There is no set limit on the number of CALs that are supplied with the License Units. CALs will be used for each specific Device that accesses or utilizes Server Software (which may access or utilize the services of the Server Software on any number of Servers running the Server Software).

(b) Authorized Applications.

(i) For the purpose of the Agreement, 'Authorized Applications' will mean those applications that Customer creates, develops or generates by using the Software (including its programming tool if any) or by loading in such applications, with or without modification, a library of the Software, provided that Customer has validly licensed said Software from AVEVA or its authorized resellers. Authorized Applications include, without this being limitative, applicable runtime engines for the Software and applicable driver interface that Customer may provide to Customer's own customers as part of or together with Customer's Authorized Applications.

(ii) Notwithstanding the foregoing, any application created with a Pre-Production Release or for demonstration, test or evaluation purposes, is not

an Authorized Application.

(iii) Customer may distribute or otherwise make available Authorized Applications provided Customer complies with each of the requirements set forth below:

A. Customer includes Customer's own valid copyright notice on Customer's Authorized Applications;

B. Customer does not remove or obscure any notice of copyright, trademark, patent or other industrial or intellectual property rights that appear on the Software as delivered to Customer or as may appear concerning the Software in the Authorized Application's About Box and in any applicable written documentation distributed with each copy of Customer's Authorized Applications;

C. Customer do not use AVEVA's name, logo or trademarks to market or identify Customer's Authorized Applications unless Customer is party to a separate agreement with AVEVA giving Customer such rights or AVEVA has given Customer its express prior written consent to do so;

D. Customer indemnifies, holds harmless, and defends AVEVA from and against any claims (including based on warranty) or lawsuits, including attorneys' fees, that arise or result from the use or distribution of Customer's Authorized Applications, provided however that Customer's contractual obligation of indemnification will not extend to the percentage of the claimant's damages or injuries or the settlement amount attributable to AVEVA's fault or to strict liability imposed upon AVEVA as a matter of law in any country (on either federal or state level, when applicable); the foregoing obligation of indemnification will survive the expiry or termination of the Agreement;

E. Customer does not permit further redistribution of the Software (including Customer's modifications thereto) by third parties except as part of Customer's Authorized Applications;

F. Customer concludes Customer's own license agreement to grant the right to use Customer's Authorized Applications to any third party; and

G. Customer otherwise complies with the terms of the Agreement.

9.12 AVEVA Energy Performance. In addition to any other license restrictions set forth in the Agreement for the Software, Customer may not modify the predefined AVEVA Energy Performance Intelligence Model unless the license for the Software is specified as an Open Intelligence Model in the applicable Order Form. If the license model for the Software is specified as an Open Intelligence Model, then any modification of the predefined AVEVA Energy Performance Intelligence Model will be limited to the addition of more dimensions and measures.

9.13 AVEVA Water Network Management. In addition to any other license restrictions set forth in the Agreement for the Software, Customer's license of the Software will be subject to the limitation on the Water Flow Rate as set forth in the applicable Order Form.

9.14 AVEVA Performance Manager.

(a) License Restrictions.

(i) 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 concurrent users and the number of Tags that include Key Performance Indicators ("KPI") and/or Key Operating Parameters ("KOP") and/or Data Acquisition Points and set forth in the applicable Order Form, along with any limitations on the number of KPIs as defined in the KPI Manager, the number of cases defined in the decision manager, and/or the number of modeled applications that are unified in the operational data management model.

(ii) Customer agrees and acknowledges that any domain applications that are loaded with the Software will only be applied to one licensed AVEVA Performance Manager installation, either on a single server or in distributed environment.

9.15 AVEVA Line Performance. 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 Concurrent User Logins and the specified Equipment/Segment set forth in the applicable Order Form.

9.16 AVEVA Discrete Lean Management.

(a) Software License. The Software is licensed according to the Line count. The maximum amount of Line that customer may capture information about according to established functional requirements is limited to the number of Line specified for the Software licensed under the Agreement as specified in the License File, Order Form or License Certificate.

(b) 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 Site set forth in the applicable Order Form.

9.17 AVEVA Telemetry Server Communication Drivers. The set of AVEVA Telemetry Server Communication Drivers are a single node licensed software offering. A license is required for every node that the customer installs and runs an instance of Telemetry Server.

9.18 AVEVA Enterprise SCADA.

(a) Software License.

(i) Customer's license allows Customer to install and use AVEVA Enterprise SCADA 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 network license. AVEVA's RealTime Services and Historical Services software will be installed on servers forming part of Customer's System in the configuration as shown in Order Form (i.e. single, Dual Redundant or Triple Redundant). The RealTime Services, Historical Services and application Software may be accessed by the number of Seats specified in Order Form.

(iii) Customer will have 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)". Customer will have the right to use the Software without charge or prior consent at another location on a temporary basis if computer equipment at any Site becomes inoperative. Once the equipment at the original Site becomes operational, then Customer will promptly return the Software to the original Site and will discontinue use elsewhere.

(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.

9.19 AVEVA Commercial Advisor.

(a) Software License.

(i) Customer's license allows Customer and its Affiliates to use AVEVA Commercial Advisor 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) Customer will have 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)". Customer will have the right to use the Software without charge or prior consent at another location on a temporary basis if computer equipment at any Site becomes inoperative. Once the equipment at the original Site becomes operational, then Customer or its Affiliate will promptly return the Software to the original Site and will discontinue use elsewhere.

(iii) 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.

9.20 AVEVA Historian (formerly Wonderware).

(a) Software License.

(i) An AVEVA Historian license is limited by: (i) the maximum Tag Count, as defined in the License File, License Certificate or Order Form, (ii) the number of separate Devices which the AVEVA Historian can physically be installed as defined in the License File, License Certificate or Order Form, and (iii) the amount of time stored data can be accessed as defined in the License File, License Certificate or Order Form. The AVEVA Historian license contains Software which can be installed on multiple computers. The Software contained in the license cannot be separated or upgraded separately from the AVEVA Historian license.

(b) License Restrictions.

(i) 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 Concurrent User Logins and the specified Equipment/Segment set forth in the applicable Order Form.

9.21 AVEVA Enterprise SCADA Management of Change.

(a) Software License.

(i) Customer's license allows Customer and its Affiliates to use AVEVA Enterprise SCADA management of Change Software solely on the System described in the Order Form for Customer's ordinary internal business, under the terms and conditions herein.

(b) License Restrictions.

(i) In addition to other license restrictions set forth in the Agreement for the Software, the embedded AVEVA Work Tasks used within the AVEVA Enterprise SCADA Management of Change application:

A. Is limited for use solely within this application;

B. Is limited for use solely within the AVEVA Enterprise SCADA system to which they are associated;

C. Is limited to the specified number of simultaneous users; and

D. Allows only a specific number of concurrent active workflows to be executed. The Software stops accepting more workflows if concurrency limits are exceeded.

9.22 AVEVA Operations OPC UA Server (OPC UA Server).

(a) Software License

(i) Customer may license the OPC UA Server in one of two ways:

A. Flex. Customer may license the OPC UA Server as part of Flex-licensed AVEVA InTouch, AVEVA System Platform, AVEVA Plant SCADA, and AVEVA Operations Control (any edition), for no additional cost.

1. Customers having licensed the aforementioned HMI/SCADA products on a perpetual basis are not entitled to license the OPC UA Server for no additional cost. All such Customers shall have to license the OPC UA Server separately as noted in (B) below.

B. Perpetual. Customer may only license the OPC UA Server on a perpetual basis with an AVEVA Communication Drivers Professional license, which is licensed on a per node basis.

9.23 AVEVA Unified Operations Center Content Library and Industry Templates. 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 Customer's use of the Software with an AVEVA Unified Operations Center License only.

(a) The GISMapApp in AVEVA Unified Operations Center Content Library is compatible with various third-party map service providers through an Application Program Interface key; however, Customer's license or subscription to AVEVA Unified Operations Center Content Library does not include any rights or licenses to the third-party map service providers image layers or data layers. Customer is

required to independently enter into separate agreements with the third-party map service providers in order to obtain access to the image layers or data layers of the third-party map services providers in AVEVA Unified Operations Center Content Library.

9.24 AVEVA Operations Control Product Suite; Supervisory Edition & Edge Edition.

(a) Software License.

(i) Except for the cloud products identified in (ii) below, all products included in the Supervisory Edition & Edge Edition of the AVEVA Operations Control Product Suite are licensed on a Per Named User basis, without any additional Tag Count or instance limitation.

(ii) Cloud products included in all of the editions of the AVEVA Operations Control Product Suite, including AVEVA Development Studio/Integration Studio, AVEVA Teamwork and AVEVA Insight, shall be accessed in accordance with the applicable Service Descriptions.

9.25 AVEVA Unified Operations Center

(a) Software License.

(i) Except for the cloud products identified in (ii) below, all products included in the AVEVA Unified Operations Center are licensed on a Per Named User basis, without any additional Tag Count or instance limitation.

(ii) Cloud products included in AVEVA Unified Operations Center, including AVEVA Development Studio/Integration Studio, AVEVA Teamwork, CONNECT data services and CONNECT visualization, shall be accessed in accordance with the applicable Service Descriptions.

9.26 Predictive Analytics 2023

a) Software License.

(i) Customer's license of Predictive Analytics 2023 allows for Customer and its Affiliates to use the PI System Data Archive and PI to PI Interface for Customer's license of Predictive Analytics 2023 only. The PI System that is used as the embedded data archive for Predictive Analytics 2023, whether on the same server as Predictive Analytics 2023 or on a distributed server, shall be independent of any existing PI Systems that the Customer or its Affiliates have licensed or subscribed to under a separate Order Form.

9.27 Microsoft Defender SmartScreen – Privacy notice

The following AVEVA products and versions, as listed in Section 9.27(b), are bundled with AVEVA's PCS version 8.1.2. In the AVEVA products and versions, as listed in Section 9.27(b), AVEVA has not disabled the Microsoft Defender SmartScreen in the respective release. The Microsoft Defender SmartScreen feature collects and transmits user information to Microsoft, as detailed in Microsoft's Privacy Statement at https://aka.ms/privacy and the Microsoft Edge Privacy Whitepaper at https://learn.microsoft.com/en-us/microsoft-edge/privacy-whitepaper#smartscreen. For additional details, refer to Microsoft documentation on Data and privacy in WebView2 - Microsoft Edge Developer documentation | Microsoft Learn.

(a) Customers can disable the Microsoft Defender SmartScreen feature during installation of the AVEVA products. Instructions for disabling this feature are available in the Microsoft Support Documentation (https://support.microsoft.com/en-us/microsoft-edge/how-can-smartscreen-help-protect-me-in-microsoft-edge-1c9a874a-6826-be5e-45b1-67fa445a74c8) and https://learn.microsoft.com/en-us/microsoft-edge/webview2/concepts/data-privacy?tabs=dotnetcsharp.

(b) The following AVEVA products and versions are relevant to this Microsoft Defender SmartScreen – Privacy notice: Batch Management 2023 R2, CONNECT to PI 1.1.260, AVEVA Operational Safety Management 11.2.3, and AVEVA Work Tasks 2023 R2