AVEVA SOFTWARE SCHEDULE TEAMWORK

This AVEVA Software Schedule Teamwork (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. DEFINITIONS.

1.1. "**Available Minutes**" means the total number of minutes during a calendar month.

1.2. "**Downtime**" means the total number of minutes during a calendar month that the AVEVA Teamwork Product is unavailable to Customer when such unavailability is solely caused by AVEVA Teamwork Product errors or other factors within AVEVA's reasonable control. Downtime does not include Emergency Downtime, Scheduled Downtime, and General Unavailability.

1.3. "**Emergency Downtime**" means those times when AVEVA or a third party becomes aware of a security or other vulnerability that AVEVA deems to require prompt remediation and, as a result, the Product is temporarily made unavailable in order for AVEVA to remediate the security or other vulnerability.

1.4. "**General Unavailability**" means network outages, infrastructure outages, unavailability caused by a third party or Customer's hardware or software or unavailability caused by the acts or omissions of Customer or its employees, subcontractors, or agents.

1.5. "**Scheduled Downtime**" means the period of time when the AVEVA Teamwork Product is unavailable because of network, hardware or maintenance or upgrades.

1.6. "**Service Credit**" has the meaning set forth In Section 4.

1.7. "**SLA Uptime Availability**" has the meaning set forth In Section 3.1.

1.8. "**Uptime**" means the time period during a calendar month in which the AVEVA Teamwork Product is available for Customer's use. In order to determine if AVEVA met the SLA Uptime Commitment for a calendar month, the Uptime percentage will be calculated as follows: (Available Minutes – Downtime) / Available Minutes * 100.

1.9. "**Edge Device**" is a host (whether an on-premises hardware device or a virtualized container or environment) for which AVEVA does not have any responsibility in maintaining or over which AVEVA does not exert control.

2. APPLICABILITY.

2.1. This Software Schedule governs the use of each applicable AVEVA Teamwork Product identified on the Transaction Document.

3. SERVICE LEVELS.

3.1. During the TD Term, AVEVA will reasonably endeavor to provide the AVEVA Teamwork Product based on an Uptime of 99.8% (the "SLA Uptime Availability"). If AVEVA does not meet the SLA Uptime Commitment then, subject to Customer's compliance with Section 5, Customer will receive a credit toward the cost of such AVEVA Teamwork Product as set forth in Section 4 (the "Service Credits"). The SLA Uptime Commitment does not include: (a) non-availability due to scheduled or emergency maintenance of the application services or AVEVA Connect; (b) instances where AVEVA has taken the AVEVA Teamwork Product offline due to the security interests of its business or its customers; and (c) the availability and/or uptime of any third-party software not managed or controlled by AVEVA that is provisioned by Customer to Edge Devices.

4. SERVICE CREDITS.

4.1. The following Service Credits are Customer's sole and exclusive remedy if AVEVA fails to meet the SLA Uptime Commitment. Any Service Credit payable to Customer will be issued to Customer in the calendar month following the calendar month in which the service level failure occurred.

4.1.1. If the calendar month Uptime percentage is above 98% but less than 99.8% then, subject to Customer's compliance with Section 5, Customer will receive a one-time credit of 10% of the monthly fees for the AVEVA Teamwork Product due for the calendar month the Uptime failure occurred.

4.1.2. If the calendar month Uptime percentage is above 95% but less than 98% then, subject to Customer's compliance with Section 5, Customer will receive a one-time credit of 20% of the monthly fees for the AVEVA Teamwork Product due for the calendar month the Uptime failure occurred.

4.1.3. If the calendar month Uptime percentage is less than 95% then, subject to Customer's compliance with Section 5, Customer will receive a one-time credit of 50% of the monthly fees for the AVEVA Teamwork Product due for the calendar month the Uptime failure occurred. 50% off of the monthly fees for the applicable calendar month for such AVEVA Teamwork Product in Customer's next invoice, is the maximum available Service Credit for the failure to meet the SLA Uptime Commitment for any given calendar month.

5. CUSTOMER OBLIGATIONS.

5.1. In order to receive a Service Credit, Customer must notify AVEVA via email at feedback@aveva.com within thirty (30) days of the end of the calendar month in which AVEVA failed to meet the SLA Uptime Commitment. The notification must describe such failure in sufficient detail, to be determined in AVEVA's reasonable discretion, and include the dates and times of Downtime in order for AVEVA to confirm such failure. If Customer does not send timely and proper notice as set forth in this Section 5 then Customer waives its right to receive the Service Credit for the calendar month in which AVEVA failed to meet the SLA Uptime Commitment.