AVEVA SOFTWARE SCHEDULE UNIFIED SUPPLY CHAIN

This AVEVA Software Schedule 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 Any terms in this Software Schedule apply solely to the Software listed in the Order Form and prevail over any conflicting terms in the GTCs.

1.3 The Software Products can be ordered individually or collectively on an Order Form, and each Software Product 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 shall have the respective meanings specified below:

2.1 "**Affiliate of Shell**" means Shell and any company other than Shell which is at the time in question directly or indirectly controlled by Shell. For the purpose of this definition a particular company is: (a) directly controlled by another company or companies if that latter company owns or those latter companies together own fifty percent (50%) or more of the voting rights attached to the issued share capital of the first mentioned company; and (b) indirectly controlled by another company or companies if a series of companies can be specified, beginning with the latter company or companies and ending with the first mentioned company, so related that each company of the series (except the latter company or companies) is directly controlled by one or more of the companies earlier in the series.

2.2 "**Authorized User(s)**" means Customer's employees; consultants and subcontractors who provide services to Customer, provided that their use of the Product(s) and Documentation is subject to the terms of this Agreement.

2.3 "**Credentials**" means a username, password, certificate or similar means of authentication provided by AVEVA to Customer.

2.4 "**Documentation**" means any documentation provided by AVEVA for the Software, in machine readable form, including, but not limited to, the technical documentation, program specification and operations manual, as applicable.

2.5 "**Hosting Service**" shall have the meaning set forth in Section 4.3(a).

2.6 "**HPI**" means HPI Consultants, Inc.

2.7 "**HPI Assay Library**" means a database of properties of crude oils and oil products developed by HPI.

2.8 "**License Key**" means an alpha-numerical code required to activate the Software.

3. AUTHORIZED USER(S).

3.1 Authorized User(s). The Authorized User(s) will be based at the location where Customer receives Support as identified in the Order Forms and Customer will remain liable for (a) any and all acts or omissions by any such Authorized Users relating to this Agreement; and (b) Authorized Users use of the Product(s) and Documentation.

4. SECURITY TYPE.

If any of the security types described below are specified in the Order Form as applicable to the Software, then the terms and conditions set forth below relating to such type also will apply to the Software:

4.1 Type A: Desktop Tools. Unless specifically authorized in writing by AVEVA, copying of a License File using virtualization technology is prohibited.

(a) Installation. Software and data are installed and used on one or more desktop or laptop computers. The Type A license does not cover the use of the Software and/or data via a network, intranet or the internet unless the appropriate remote desktop or SaaS option is licensed. AVEVA will provide the License Key to Customer to activate licensed functionality within the Software. Any desktop or server application hosted in a virtualized environment on a Customer private or public cloud will be deployed, tested and maintained by the Customer or contracted party. AVEVA only tests the AVEVA Unified Supply Chain desktop Customers with the hardware requirements defined in the documentation provided with the installation package. No testing is performed on third-party hosting platforms.

(b) Data Control**.** Certain elements of the Software allow access to data to be controlled. It is Customer's responsibility to manage such controls and to ensure that any restrictions on accessing data are appropriate and adequate.

4.2 Type B: Software and Data on AVEVA's Servers.

(a) AVEVA's Server. Software and data are stored and accessed by Customer via AVEVA's servers. The Type B license does not cover the installation of the Software and/or data on Customer's servers or any desktop or laptop computer, or Customer's use of the Software via an intranet hosted service. Customer will be allowed to access and use the Software and Documentation on AVEVA's servers via the internet.

(b) Customer's Responsibility**.** Customer will ensure that username, password, certificate or similar means of authentication provided by AVEVA to Customer (collectively "Credentials") are only used by the individual for whom such Credentials are generated and supplied and Customer may not use or attempt to use the same Credentials to enable access to AVEVA's servers by two or more machines simultaneously. Customer may request new Credentials for different individuals where such Credentials are needed for bona fide business reasons (e.g., a change in team members).

(c) Data Control. Certain elements of the Software allow access to data to be controlled. It is Customer's responsibility to manage such controls and to ensure that any restrictions on accessing data are appropriate.

(d) Backup. Customer will keep local backup copies of all data processed using the Software.

(e) Availability of Access. AVEVA will use reasonable endeavors to make AVEVA's servers available for access and use of the Software at all times on a 24/7/365 basis.

(f) Acceptable Use. Customer will access AVEVA's servers in accordance with the AVEVA Cloud Services Acceptable Use Policy. Customer will not:
   (i) upload any materials that are offensive, defamatory, obscene, abusive, menacing or indecent or violate, breach or infringe the rights of any person anywhere in the world (including any Intellectual Property Rights) or the display, transmission or use of which on the internet is otherwise unlawful;
   (ii) upload any materials that will or may disrupt the provision of services by AVEVA to third parties, or which contains any malicious code, virus, worm, trojan horse or similar elements; or
   (iii) access AVEVA's servers, Services or Software in any way that will or may disrupt, interfere with or restrict the availability of one or more of AVEVA's services to other users including, without limitation, denial of service attacks, mailbombing, flooding or other deliberate attempts to overload AVEVA's servers, Services or Software.

(g) Additional License Agreement. Customer acknowledges and agrees that Customer is obliged to enter into and maintain an appropriate written license agreement with S&P Global, Inc. (or its designee, successors or assignees) in order to be licensed to access and use the information of Platts Market Data through the Software.

4.3 Type D: Software and Data on Customer's Servers.

(a) Customer's Servers. Software and data are installed and used on Customer's Servers. The Type D license does not cover the installation of the Software and data on desktop or laptop computers, or the use of the Software or data stored on AVEVA's servers. AVEVA will provide the License Key to Customer to activate licensed functionality within the Software. *Any desktop or server application hosted in a virtualized environment on a Customer private or public cloud will be deployed, tested and maintained by the Customer or contracted party. AVEVA only tests the AVEVA Unified Supply Chain desktop Customers with the hardware requirements defined in the documentation provided with the installation package. No testing is performed on third-party hosting platforms.*

(b) Customer's Responsibility. The Software includes functionality for user management, and Customer is responsible for managing the access of individual Authorized Users of the Software using such functionality.

(c) Data Control. Certain elements of the Software allow access to data to be controlled. It is Customer's responsibility to manage such controls and to ensure that any restrictions on accessing data are appropriate and adequate.

5. 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.

5.1 HPI Assay Library.

(a) Grant of License. AVEVA is authorized to license HPI Assay Library to Customer subject to the terms and conditions set forth in this section. Customer is granted a non-exclusive, non-transferable license for the TD Term for the Authorized Users to use HPI Assay Library at the location and for the purpose stated in the Order Form. A copy of the HPI Assay Library will be delivered to Customer.

(b) Access to AVEVA's Servers. Customer will not access AVEVA's servers in any way which will or may disrupt, interfere with or restrict the availability of one or more of AVEVA's services to other users including without limitation, denial of service attacks, mailbombing, flooding or other deliberate attempts to overload the servers. AVEVA will log and record Customer's use of the servers from time to time for support and backup purposes and to verify that Customer's use of the servers complies with this Agreement.

(c) Rights in the Libraries. Customer acknowledges and agrees that:
   (i) all intellectual property rights in the HPI Assay Library including any technical information, modifications or enhancements made by any party, vest exclusively in HPI or its successors or assignees;
   (ii) AVEVA HAS NO CONTROL OVER THE CONTENT OF, AND DOES NOT REVIEW, TEST OR APPROVE HPI ASSAY LIBRARY. ACCORDINGLY, AVEVA DOES NOT WARRANT THAT HPI ASSAY LIBRARY WILL BE BUG, DEFECT OR ERROR FREE OR THAT ITS OPERATION WILL NOT BE INTERRUPTED AND THE LICENSE OF ALL HPI ASSAY LIBRARY TO CUSTOMER IS ON AN "AS IS" BASIS. AVEVA EXCLUDES ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IN RESPECT OF THE ADEQUACY, SUITABILITY, ACCURACY, COMPLETENESS OR FITNESS FOR PURPOSE OF HPI ASSAY LIBRARY, TO THE FULLEST EXTENT PERMITTED BY LAW; AND
   (iii) NEITHER AVEVA, HPI NOR ITS SUCCESSORS OR ASSIGNEES WILL BE LIABLE FOR ANY LOSS OR DAMAGE (INCLUDING CONSEQUENTIAL OR INDIRECT LOSSES, LOSS OF PROFIT OR INCOME AND THE LIKE) THAT CUSTOMER AND/OR ANY THIRD PARTY INCURS RESULTING FROM NEGLIGENCE OR ANY OTHER CAUSE ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S USE OF HPI ASSAY LIBRARY. IF THIS LIMITATION ON LIABILITY IS JUDGED UNREASONABLE BY A COURT OF COMPETENT JURISDICTION, THE LIMIT WILL BE INCREASED TO THE TOTAL SUMS PAID BY CUSTOMER TO AVEVA UNDER THIS AGREEMENT IN RESPECT OF THE HPI ASSAY LIBRARY.

5.2 Shell Assay Library.

In this section:

"Shell" means Royal Dutch Shell plc;

"Shell Assay Library" means a database of properties of crude oils and oil products developed by Shell and/or an Affiliate of Shell, as described in more detail in the Order Form;

"Shell Information" means the technical information and data relating to and/or contained in the Shell Assay Library including but not limited to crude analytical data and other crude oil refining know how forming the basis for the Shell Assay Library, received or obtained by Customer from AVEVA under this Agreement and owned by Shell and/or an Affiliate of Shell, and any information or data derived from it; and

"Shell Update" means an update to the Shell Assay Library and the Shell Information provided to Customer.

(a) Grant of License. AVEVA is authorized to license the Shell Assay Library to Customer subject to the terms and conditions set forth in this section. Customer is

granted a non-exclusive, non-transferable license for the TD Term for the Authorized Users to use the Shell Assay Library and the Shell Information at the location and for the purpose stated in the Order Form.

(b) Delivery. AVEVA will deliver a copy of the Shell Assay Library and the Shell Information to Customer as part of the Software.

(c) Shell Update. AVEVA may provide updates to Customer from time to time. Any Shell Update will form part of the Shell Assay Library and the Shell Information and will be subject to the terms of this Agreement. AVEVA may provide the Shell Update via an automatic internet download. AVEVA will provide Customer with Credentials to allow Customer to access such Shell Update. Customer shall ensure that any Credentials supplied are only used by the Customer.

(d) Access to AVEVA's Servers. Customer shall not access AVEVA's servers in any way which shall or may disrupt, interfere with or restrict the availability of one or more of AVEVA's services to other users including without limitation, denial of service attacks, mailbombing, flooding or other deliberate attempts to overload the servers. AVEVA will log and record Customer's use of the servers from time to time for support and backup purposes and to verify that Customer's use of the servers complies with this Agreement.

(e) Rights in the Libraries. Customer acknowledges and agrees that:

(i) all intellectual property rights in the Shell Assay Library and the Shell Information including any technical information, modifications or enhancements made by any party, vest exclusively in Shell, Shell Global Solutions International B.V. (an Affiliate of Shell or its designee) or an Affiliate of Shell, where applicable;

(ii) AVEVA HAS NO CONTROL OVER THE CONTENT OF, AND DOES NOT REVIEW, TEST OR APPROVE THE SHELL ASSAY LIBRARY OR THE SHELL INFORMATION. ACCORDINGLY, AVEVA DOES NOT WARRANT THAT THE SHELL ASSAY LIBRARY OR THE SHELL INFORMATION WILL BE BUG, DEFECT OR ERROR FREE OR THAT ITS OPERATION WILL NOT BE INTERRUPTED AND THE LICENSE OF THE SHELL ASSAY LIBRARY AND THE SHELL INFORMATION TO CUSTOMER IS ON AN "AS IS" BASIS. AVEVA EXCLUDES ALL REPRESENTATIONS AND WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IN RESPECT OF THE ADEQUACY, SUITABILITY, ACCURACY, COMPLETENESS OR FITNESS FOR PURPOSE OF THE SHELL ASSAY LIBRARY AND THE SHELL INFORMATION, TO THE FULLEST EXTENT PERMITTED BY LAW; AND

(iii) NEITHER AVEVA, SHELL NOR AFFILIATES OF SHELL SHALL BE LIABLE FOR ANY LOSS OR DAMAGE (INCLUDING CONSEQUENTIAL OR INDIRECT LOSSES, LOSS OF PROFIT OR INCOME AND THE LIKE) THAT CUSTOMER AND/OR ANY THIRD PARTY INCURS RESULTING FROM NEGLIGENCE OR ANY OTHER CAUSE ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S USE OF THE SHELL ASSAY LIBRARY OR THE SHELL INFORMATION. IF THIS LIMITATION ON LIABILITY IS JUDGED UNREASONABLE BY A COURT OF COMPETENT JURISDICTION, THE LIMIT WILL BE INCREASED TO THE TOTAL SUMS PAID BY CUSTOMER TO AVEVA UNDER THIS AGREEMENT IN RESPECT OF THE SHELL ASSAY LIBRARY.

(f) Additional License Restrictions. Customer agrees that it will not, nor will Customer permits others to:

(i) copy or allow any copies to be made of the Shell Assay Library or the Shell Information except as required for its use as permitted under this Agreement;

(ii) correct, translate, adapt, arrange or alter the Shell Assay Library or the Shell Information in any way without our prior written consent;

(iii) sub-license the Shell Assay Library or the Shell Information to any third party other than to Affiliates of Customer;

(iv) use or allow an Affiliate of Customer to use the Shell Assay Library or the Shell Information for the purpose of providing data to any location not explicitly licensed under the Order Form except where this is solely as part of delivery of data to customers as permitted under section (g) below.

(g) Delivery of Data. Customer may provide information on limited numbers of individual assays or blends of assays to the customers of Customer as part of the Customer's normal business of refining, storage, consultancy and trading in the crude oil and crude oil products sector.

(h) Cancellation of Support. AVEVA reserves the right to cancel support for the Shell Assay Library if Shell discontinues licensing and supporting the Software through AVEVA.

5.3 Chevron Assay Library.

In this section:

"Chevron" means Chevron Research and Technology Company, a division of Chevron U.S.A Inc. with offices at Richmond California, U.S.A.;

"Chevron Assay Library" a database of properties of crude oils and oil products developed by Chevron; and

"Chevron Update" means an update to Chevron Assay Library provided to Customer.

(a) Grant of License. AVEVA is authorized to license the Chevron Assay Library to Customer subject to the terms and conditions set forth in this section. Customer is granted a non-exclusive, non-transferable license for the TD Term for the Authorized Users to use the Chevron Assay Library at the location and for the purpose stated in the Order Form. A copy of the Chevron Assay Library will be delivered to Customer.

(b) Chevron Update. AVEVA may provide updates to Customer from time to time. Any Chevron Update will form part of the Chevron Assay Library and will be subject to the terms of this Agreement. AVEVA may provide the Chevron Update via an automatic internet download. AVEVA will provide Customer with Credentials to allow Customer to access such Chevron Update. Customer shall ensure that any Credentials supplied are only used by the Customer.

(c) Access to AVEVA's Servers. Customer shall not access AVEVA's servers in any way which shall or may disrupt, interfere with or restrict the availability of one or more of AVEVA's services to other users including without limitation, denial of service attacks, mailbombing, flooding or other deliberate attempts to overload the servers. AVEVA will log and record Customer's use of the servers from time to time for support and backup purposes and to verify that Customer's use of the servers complies with this Agreement.

(d) Rights in the Libraries. Customer acknowledges and agrees that:

(i) all intellectual property rights in the Chevron Assay Library including any technical information, modifications or enhancements made by any party, vest exclusively in Chevron or its successors or assignees;

(ii) AVEVA HAS NO CONTROL OVER THE CONTENT OF, AND DOES NOT REVIEW, TEST OR APPROVE THE CHEVRON ASSAY LIBRARY. ACCORDINGLY, AVEVA DOES NOT WARRANT THAT THE CHEVRON ASSAY LIBRARY WILL BE BUG, DEFECT OR ERROR FREE OR THAT ITS OPERATION WILL NOT BE INTERRUPTED AND THE LICENSE OF ALL CHEVRON ASSAY LIBRARY TO CUSTOMER IS ON AN "AS IS" BASIS. AVEVA EXCLUDES ALL REPRESENTATIONS AND WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IN RESPECT OF THE ADEQUACY, SUITABILITY, ACCURACY, COMPLETENESS OR FITNESS FOR PURPOSE OF THE CHEVRON ASSAY LIBRARY, TO THE FULLEST EXTENT PERMITTED BY LAW; AND

(iii) NEITHER AVEVA, CHEVRON NOR ITS SUCCESSORS OR ASSIGNEES SHALL BE LIABLE FOR ANY LOSS OR DAMAGE (INCLUDING CONSEQUENTIAL OR INDIRECT LOSSES, LOSS OF PROFIT OR INCOME AND THE LIKE) THAT CUSTOMER AND/OR ANY THIRD PARTY INCURS RESULTING FROM NEGLIGENCE OR ANY OTHER CAUSE ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S USE OF THE CHEVRON ASSAY LIBRARY. IF THIS LIMITATION ON LIABILITY IS JUDGED UNREASONABLE BY A COURT OF COMPETENT JURISDICTION, THE LIMIT WILL BE INCREASED TO THE TOTAL SUMS PAID BY CUSTOMER TO AVEVA UNDER THIS AGREEMENT IN RESPECT OF THE CHEVRON ASSAY LIBRARY.

(e) Cancellation of Support. AVEVA reserves the right to cancel support for the Chevron Assay Library if Chevron discontinues licensing and supporting the Software through AVEVA.