

SOFTWARE AND SUPPORT ADDENDUM

This Software and Support Addendum (this “**Software and Support Addendum**”) supplements and is hereby incorporated into and made a part of those certain AVEVA General Terms and Conditions, by and between AVEVA and Customer (the “**GTCs**”), to which this Software and Support Addendum is attached or included. Capitalised terms used in this Software and Support Addendum without definition shall have the same meanings ascribed to them in the GTCs.

1. ADDITIONAL DEFINITIONS.

- 1.1 “**AVEVA Proposal**” means the AVEVA document that may describe, among other things, the specific (i) support level chosen by Customer, (ii) Support Services to be provided by AVEVA, (iii) any Support Services fee (if applicable), (iv) payment terms (if applicable), (v) Support Term, and (vi) the Goods and/or Supported Software for which support is being provided under the Agreement.
- 1.2 “**CFP User Guide**” means the Customer FIRST Program User Guide provided by AVEVA. A “CFP User Guide” may not be provided or available to Customer for all Supported Services.
- 1.3 “**Documentation**” either (i) has the meaning set forth in the applicable Software Schedule or (ii) if no meaning is set forth in the applicable Software Schedule, “**Documentation**” means the then-current technical and functional documentation provided by AVEVA to Customer for the Software, including, but not limited to, the technical documentation, program specifications, and operations manual, as applicable.
- 1.4 “**Goods**” means all products, equipment, materials, spare parts, hardware, supplies, and accessories for which support has been purchased under the applicable Transaction Document.
- 1.5 “**High-Risk Use**” shall have the meaning set forth in Section 5.
- 1.6 “**Hot Fix**” means unreleased Software which has not been processed through a full QA cycle and which is designed to correct a specific defect in the Software.
- 1.7 “**Normal Workday**” or “**Normal Working Hours**” means 9:00 a.m. to 5:00 p.m. on any business day in the location where on-site Support Services are being performed (excluding any public holidays in such location where such on-site Support Services are being performed).
- 1.8 “**Overtime Rates**” means (i) for any on-site Support Services performed on a public holiday in the location where such on-site Support Services are being performed, twice (2x) the standard rate, (ii) for the first twenty (20) hours of on-site Support Services performed outside of Normal Working Hours during a calendar week (other than those performed on public holiday), one and one-half times (1.5x) the standard rate, and (iii) for all on-site Support Services performed outside of Normal Working Hours during a calendar week in excess of twenty (20) hours (other than those performed on public holiday), twice (2x) the standard rate.
- 1.9 “**Pre-Production Release**” means Software which has not completed AVEVA’s formal release requirements and includes beta software, Hot Fixes and SUPs.
- 1.10 “**Product Term**” means the initial term and any subsequent renewal term(s) for the Software, as set forth in the applicable Transaction Document.
- 1.11 “**SUP**” (Single User Product) means modifications to the Software made for a specific licensee.
- 1.12 “**Support Services**” means the support services described in the AVEVA Proposal (or CFP User Guide, as applicable).
- 1.13 “**Support Term**” means (i) for Support Services that are included for Software at no additional cost, the Product Term for such Software, and (ii) for Support Services that are not included for Software at no additional cost, the initial term and any subsequent renewal term(s) for the Support Services as set forth in the applicable Transaction Document.
- 1.14 “**Supported Software**” means Software for which Support Services were purchased, but always excluding Third-Party Products, their related instruction manuals and documentation.
- 1.15 “**Supporting Hardware**” means any dongles or other physical devices supplied by AVEVA to Customer for use with Software.
- 1.16 “**Trial Software**” means Software that has been licensed to Customer solely for the purposes of evaluation or that is supplied for the purposes of training, beta testing, or other non-commercial use.
- 1.17 “**Use**” means utilisation of the Software by copying, transmitting, or loading the same into the temporary memory (RAM) or installing into the permanent memory (e.g. hard disk, DVD ROM or other storage device) of the Customer’s hardware for the processing of the system instructions or statements contained in such Software, subject to any limitations set forth in an applicable Software Schedule or Transaction Document.
- 1.18 “**Updates**” means any upgrades, updates, enhancements, improvements, or modifications to the Software generally made available by AVEVA as part of any support services but does not include any new version of the Software that may be separately offered by AVEVA.
- 1.19 “**Work Product**” means any art, discovery, improvement, deliverable, process, customisation, report, documentation, invention, modification, enhancement, product, software or other item developed, created, or provided in connection with the Support Services, whether or not copyrightable or patentable, inclusive of all related know-how, trade secrets, and any other tangible or intangible technical material or information.

2. PURCHASE OF SOFTWARE.

- 2.1 **Provision of Software.** From time to time, Customer may purchase or license Software by executing a Transaction Document with AVEVA. Any additional Software purchased or licensed by Customer will be at the then-current price. AVEVA will provide the Software in accordance with the GTCs and the applicable Transaction Document.
- 2.2 **Installation of Software.** Except as otherwise stated in an applicable Transaction Document, Customer will be responsible for installing the Software on Customer’s information technology devices (e.g., hard disks and processing units) at Customer’s designated locations in accordance with any installation restrictions set forth in the applicable Transaction Document.
- 2.3 **Updates for Software.** If AVEVA releases any Updates to the Software (including, but not limited to, any error corrections or patches), then Customer shall install such Updates as soon as reasonably practicable and in no event more than seven (7) calendar days after receiving notice that such Updates have been issued to correct infringement or misappropriation of a third party’s Intellectual Property Rights.
- 2.4 **Life Cycle for Software.** AVEVA reserves the right to “end of life” any Software in accordance with its then-current end of life policy, which is located at www.aveva.com/policies/eol/en.

3. LICENCE RIGHTS.

- 3.1 **Grant of Licence.** In consideration of full payment of the fees for the Software and subject to Customer’s compliance with its obligations under the Agreement, AVEVA grants to Customer a personal, non-transferable, non-exclusive, non-sublicensable, limited licence to Use the

Software described in the Transaction Document for the Product Term and in accordance with the licence model identified in such Transaction Document. The Software may only be used for purposes of Customer’s ordinary internal business purposes by the particular user(s), in the particular location(s), on the particular device(s) and/or on the particular system(s) for which Customer licensed such Software, as those user(s), location(s), device(s) and/or system(s) are identified in the applicable Software Schedule or Transaction Document. If the Transaction Document fails to state a duration/term of the licence granted under the Agreement then such duration/term shall be deemed to be one (1) year from the date the Software is delivered to Customer. For the avoidance of doubt, Customer shall not permit any third parties (except those that are expressly identified as permitted user(s) in a Transaction Document) to access or use the Software without AVEVA’s prior written consent and Customer shall be liable for any such unauthorised usage.

3.2 Licence Restrictions.

- (a) **Copy Restrictions.** Copyright laws and international treaties protect the Software, including the Documentation. Unauthorised copying of the Software, the Documentation or any part thereof, is expressly prohibited. Customer shall reproduce all titles, trademarks, and copyright and restricted rights notices in all copies of the Software.
- (b) **Use Restrictions.** The Agreement only gives Customer some rights to use the Software as expressly permitted in this Agreement and AVEVA and its licensors reserve all other rights. Customer does not acquire any rights, express or implied, other than those expressly granted in the Agreement. Unless applicable law gives Customer more rights despite this limitation, Customer may use the Software only as expressly permitted in the Agreement. In doing so, Customer agrees that it will comply with any technical limitations in the Software that only allow Customer to use the Software in certain ways. Customer agrees that it will not, nor will Customer permit others to:
 - (i) reverse engineer, reproduce, decompile, recompile, disassemble, merge, modify, adapt or translate the Software or Documentation any component thereof, or create derivative works based on the Software or Documentation, except and only to the extent that (a) applicable law expressly permits, despite this limitation, (b) AVEVA gives its prior written consent, or (c) the Documentation accompanying the Software expressly permits;
 - (ii) incorporate the Software into any other software program not provided by AVEVA, except (a) for incorporation of such Software with application program interfaces that AVEVA makes publicly available for such Software or (b) to the extent permitted to customise the Software in accordance with the accompanying Documentation;
 - (iii) remove, obliterate, destroy, minimise, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of AVEVA or its licensors that are included in the Software, except as may be permitted when using application program interfaces that AVEVA makes publicly available for such Software;
 - (iv) work around any technical limitations in the Software;
 - (v) make more copies of the Software or Documentation than as allowed in the Agreement or by applicable law, despite this limitation;
 - (vi) publish the Software, including any application programming interfaces included in the Software, for others to copy;
 - (vii) transfer, sublicense, rent, lease, sell, lend, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, make available, or assign the Software or any part thereof to any other person or entity (except as expressly permitted by the Agreement);
 - (viii) transfer the Software to another location or to other equipment without the prior written consent of AVEVA (except as otherwise expressly permitted pursuant to the Agreement);
 - (ix) use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortious material (or to store or transmit material in violation of law or third-party privacy rights);
 - (x) use the Software in a way intended to avoid incurring fees or exceed usage limitations; or
 - (xi) use the Software to build or support, directly or indirectly, products or services competitive to the Software or any other products or services of AVEVA.
- (c) **Return or Destruction of Software.** Upon termination or expiration of the Product Term, Customer shall destroy or return at AVEVA’s discretion to AVEVA the Software (regardless of the media upon which such Software is fixed) and any related software install kits, licences, or licensing management software. In addition to any other remedies available to AVEVA, if Customer files for bankruptcy, becomes insolvent, or makes an assignment or novation for the benefit of creditors, then Customer automatically and without further action grants to AVEVA the right to enter Customer’s premises to destroy, take possession of, or remove the Software that is in Customer’s possession (including deletion of such Software from any devices on which such Software is installed).

4. RECORD KEEPING, AUDITS, AND COMPLIANCE CERTIFICATES.

- 4.1 **Record Keeping.** During the Product Term and for a period of two (2) years thereafter, Customer shall maintain complete and accurate records documenting the location and use of the Software in a manner sufficient to permit AVEVA to conduct an audit in accordance with Section 4.2 of this Software and Support Addendum.
- 4.2 **Audit Right.** During the Product Term and for a period of two (2) years thereafter, AVEVA shall be permitted to audit and/or shall be permitted to have its designee audit (at least once annually and in accordance with AVEVA’s standard procedures, which may include on-site and/or remote audits of facilities, systems, records, and personnel) the usage of the Software and Customer’s compliance with the Agreement. AVEVA will conduct any such audit during regular business hours. Customer shall cooperate reasonably in the conduct of such audits. Any reasonable and actual costs incurred by AVEVA for such audit shall be paid by Customer if the audit results indicate usage in excess of the licenced quantities or levels, underpayment of any fees, or breach of the Agreement.
- 4.3 **Compliance Certificate.** Within thirty (30) days of receipt of AVEVA’s written request, Customer shall provide AVEVA with a signed certification of compliance with the Software

licensing conditions; provided, however, that AVEVA shall not request more than one compliance certificate annually.

5. HIGH-RISK USE.

The Software is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. Unless AVEVA gives its prior written consent and is consulted regarding the specific deployment, system set-up and Software support plan, Customer has no right to use (and must not use) the Software in any application or situation where the failure of the Software could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High-Risk Use"). High-Risk Use does not include utilisation of the Software for administrative purposes, to store configuration data, engineering and/or configuration tools, or other applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage.

6. LICENCE COMPLIANCE MEASURES.

AVEVA takes all legal steps to monitor Customer's and third parties' compliance with any licence and usage restrictions for AVEVA's software products (and those software products of its Affiliates). In this context, the Software may include a security mechanism (or security mechanisms) that can detect the installation or use of illegal copies of the Software, and collect and transmit data about those illegal copies. Data collected will not include any customer personal data created with the Software. By using the Software, Customer consents to such detection and collection of data, as well as its transmission and use if an illegal copy is detected. AVEVA reserves the right to use a hardware lock device, licence administration software, and/or a licence authorisation key to control access to the Software. Customer may not take any steps to avoid or defeat the purpose of any such measures. Use of any Software without any required lock device or authorisation key provided by AVEVA is prohibited. For the avoidance of doubt, Customer shall be solely responsible for its failure to comply with any licence and usage restrictions for AVEVA's software products.

7. SUPPORTING HARDWARE.

Customer must use any Supporting Hardware in accordance with AVEVA's instructions. AVEVA reserves the right to withdraw or change any Supporting Hardware in its sole discretion and at any time.

8. SUPPORT SERVICES (CUSTOMER FIRST SUPPORT PROGRAM).

8.1 AVEVA Proposal. This Software and Support Addendum incorporates by reference all of the terms and conditions contained in the AVEVA Proposal and CFP User Guide, as applicable.

8.2 Support Term. Subject to Customer's payment of all applicable fees (including, but not limited to, any license fees for the Software and any fees for the Support Services), AVEVA will provide the Support Services during the Support Term. If additional Supported Software or Goods are purchased, licensed, or leased by Customer during the Support Term, then AVEVA may require that Customer obtain Support Services for such additional Supported Software or Goods either (a) with a term prorated to expire at the same time as the Support Term or (b) for a different specified term. If Support Services are not included with the Software and Customer has not purchased Support Services, then AVEVA shall not provide to Customer any Support Services.

8.3 Expense Reimbursement. Except as otherwise agreed in writing by Customer and AVEVA, Customer shall reimburse AVEVA for expenses incurred by AVEVA to perform the Support Services, including but not limited to travel and living expenses.

8.4 Version Upgrade. The software version upgrade entitlement is a benefit to customers that enroll in the Support Services (Standard, Premium and Elite levels) and are currently licensing the most current version of software (or another preferred minimum version level). If Customer is running a non-current or non-preferred version of the Supported Software, Customer must first purchase an upgrade to the current or preferred version to access this benefit in a new agreement. AVEVA may offer incentives for Customer to purchase version upgrades.

8.5 Non-Refundable Support Fee. Customer acknowledges and agrees that any fees paid for Support Services (if any) will be non-refundable and that such fees must be paid for the full Support Term in accordance with the payment schedule set forth in the applicable Transaction Document (or AVEVA Proposal, as applicable).

8.6 Support Reinstatement for Lapsed Enrollment. If a lapse in enrollment in the Support Services occurs, then Customer may be assessed a reinstatement fee. The amount of the reinstatement fee may increase the longer the enrollment has lapsed.

8.7 Support Program Levels. The Customer FIRST Program portfolio offers a wide choice of offerings to meet Customer's business requirements. Specific program level benefits are described in the AVEVA Proposal and CFP User Guide, as applicable.

8.8 Scope of Support. AVEVA provides Support Services in accordance with the AVEVA lifecycle support policy applicable to the Supported Software and Goods. The applicable AVEVA lifecycle policy is published on the AVEVA brand support websites, and may be referenced in the AVEVA Proposal or CFP User Guide. Although AVEVA and its "Certified Support Providers" (which are third parties retained by AVEVA to provide Support Services) to Customer, including but not limited to authorised distributors and other support providers) may attempt to resolve issues arising in earlier AVEVA goods or software versions, they do not have any obligation to do so under any support level in the Support Services unless extended support for retired versions is available and purchased on a product by product basis.

8.9 Support Exclusions.

(a) Unless otherwise agreed in writing by AVEVA, AVEVA does **NOT** provide Support Services for Third-Party Products, including but not limited to Crystal Reports. If AVEVA does provide Support Services for Third-Party Products at Customer's written request, AVEVA's Support Services for such Third-Party Products shall be rendered "AS-IS" and without warranty of any kind and such Support Services shall be for an additional fee at AVEVA's then-current service rates.

(b) Customer shall be responsible for payment for AVEVA equipment and materials if Customer's employees, agents, consultants or contractors working on AVEVA equipment or materials causes malfunction or failure of such equipment or materials. If such an event occurs, AVEVA equipment and materials will be billed to Customer at the then-current rates for such equipment and materials and Customer shall also pay AVEVA for any associated services as a result of such malfunction or failure.

(c) AVEVA and non-AVEVA system goods and software not specifically listed in the AVEVA Proposal or CFP User Guide as covered under the support level purchased by Customer are NOT covered under the Support Services. Technical assistance rendered via any means of personal communication (including but not limited to telephone, facsimile, postal mail, email, texting, and web-enabled chat), remote connection and diagnosis, material, labor or other support assistance provided by

AVEVA to resolve an issue involving non-listed goods, software, or equipment is chargeable to Customer at the then-current AVEVA service rates.

(d) AVEVA will **NOT** provide Support Services on AVEVA software or goods from or repaired by a non-AVEVA-authorised agent, distributor, reseller or other third party. If any issues occur that are attributable to third-party procured material or services, all work performed by AVEVA will be subject to invoicing at the then-current AVEVA service rates.

(e) Unless specifically purchased as an option under a Transaction Document and described in the AVEVA Proposal (or CFP User Guide), planning, installation, testing, and documentation of expansions, modifications and software upgrades of custom application or Third-Party Programs are **NOT** covered by the Support Services.

(f) Unless otherwise agreed in writing by AVEVA, Goods identified as retired phase or due to become retired under the AVEVA lifecycle support policy during the Support Term will be excluded and will **NOT** be supported.

(g) Supported Software identified as mature phase under the AVEVA lifecycle support policy will be supported for a maximum of one (1) year.

(h) All decisions made by Customer relating to the implementation of AVEVA's advice and recommendations are the sole responsibility of Customer. To the extent Support Services are of an advisory nature, no specific business result is assured or guaranteed.

8.10 Access to Facilities and Equipment. Customer will furnish at no cost to AVEVA suitable and safe working space, storage space, adequate telephone, light, ventilation, regulated electric power, and outlets for testing purposes. These facilities will be within a reasonable distance from Goods or Supported Software covered under the Support Services. AVEVA shall have full and free access to the Goods and Supported Software in order to provide any on-site corrective Support Services. Customer will identify person(s) who will interface with AVEVA or other designated support center under the terms of the Agreement. Any maintenance or repair services performed on the Goods or Supported Software by Customer or third-party personnel resulting in additional material or corrective support service requirements by AVEVA will be invoiced at then-current time and material service rates.

8.11 Remote Support Services Security. Remote Support Services communication will be conducted only by AVEVA trained specialists working in a secured area using authorised connectivity equipment with security and auto log-on features. Any work accomplished on a Customer system must be authorised by a Customer representative. Communication processors, routers, modems and other equipment used in conjunction with remote Support Services that are the property of AVEVA shall be returned to AVEVA upon termination or expiration of the Support Term.

8.12 On-Site Support Services.

(a) Support Services or travel in excess of a Normal Workday shall be invoiced at the Overtime Rate.

(b) Unless otherwise agreed in writing by AVEVA and Customer, all on-site Support Services will be billed to Customer at the then-current AVEVA service rates. Customer agrees that a minimum of four (4) hours will be charged by AVEVA where hourly rates are applicable and a minimum of one (1) day will be charged by AVEVA where daily rates are applicable for service and travel time.

(c) When shift work other than the Normal Workday is required, the Overtime Rate shall apply.

(d) Support Service time committed in advance by AVEVA on the basis of pre-specified number of days shall not be deemed to include overtime or shift work. If overtime or shift work is required on such commitments, the pre-specified time so committed in advance shall be appropriately reduced.

(e) Unless the AVEVA representative has been released from the job site, or has completed his assignment, the Customer will pay AVEVA charges computed as if the AVEVA representative was working a normal work week (five Normal Workdays), regardless of whether or not the representative is prevented from working due to delays beyond his control.

(f) Release from the job site shall entitle the representative to return to his point of origin, with travel time and expenses chargeable to Customer.

(g) Standby time is defined as that time during which an AVEVA representative is requested to remain in readiness and available for Support Services commencing at the convenience of the Customer. Such time shall be considered as time worked, whether or not the representative is at the job site, and Customer will be billed accordingly. If standby time is outside of Normal Working Hours, the Overtime Rate will apply. Standby time will be added to time actually worked for the computation of overtime charges, etc.

(h) AVEVA representatives reserve the right to refuse to work under hazardous conditions. All staging and rigging required for access to equipment to be serviced shall be erected by and at the expenses of Customer or third parties and shall comply with reasonable safety requirements. AVEVA representatives shall comply with all reasonable policies, procedures, and rules given to such representatives in writing. However, any protective clothing or equipment, except the standard safety hat, required by Customer regulations shall be provided by Customer at Customer's sole cost. Additionally, AVEVA reserves the right in its sole discretion to remove or replace representatives performing on-site Support Services.

(i) AVEVA representatives are authorised to act only in a consulting capacity and are not authorised or licensed to operate equipment. All responsibility for operating equipment shall rest with Customer or third parties.

(j) Unless otherwise agreed in writing by AVEVA, all parts identified as requiring replacement during a non-warranty related service call shall be invoiced at AVEVA's then-current list prices.

8.13 Support for Brands. All software licences and Goods for a given AVEVA brand (including but not limited to Avantis, SimSci, Wonderware, OASyS DNA and SimSuite Pipeline™) at a participating site must be covered under the Support Services during the entire license term.

8.14 Customer Approval. If the Support Services require AVEVA or its representatives to update, modify, or otherwise interact with Customer's sensitive or critical systems, equipment, software, or programs, then Customer, at AVEVA's request, must approve any updates, modifications, or interactions with such systems, equipment, software, or programs.

9. TERMINATION AND SUSPENSION OF SUPPORT SERVICES.

9.1 Additional Termination Rights. In addition to the termination rights set forth in Section 10 (Term and Termination) of the GTCs, AVEVA may terminate the Support Services and the Transaction Document under which such Support Services are provided if:

(a) Customer has breached any of its material obligations under any agreement relating to the Supported Software or Goods and Customer has not cured such breach within thirty (30) days of receipt of a notice of breach or default from AVEVA; or

(b) Customer uses the Support Services other than for its own internal business purposes or uses the Support Services to provide similar services related to the Supported Software or Goods to any third party.

9.2 Suspension of Support Services. Without prejudice to other remedies available by law, AVEVA reserves the right to suspend the Support Services if Customer does not comply with its obligations under the Agreement.

10. INTELLECTUAL PROPERTY RIGHTS.

AVEVA owns all Intellectual Property Rights in and to the Work Product, including techniques, knowledge or processes associated with the Work Product, regardless whether or not solely created by AVEVA or jointly with the Customer. Customer agrees to execute and to ensure its third parties execute any such documentation as reasonably necessary to secure AVEVA's rights in such Work Product.

11. WARRANTIES.

11.1 Limited Software Warranty. AVEVA warrants for a period of ninety (90) days following delivery of the Software that the Software will be free from material error that would substantially affect Customer's Use of the Software. During the warranty period and without charge to Customer, AVEVA may: (i) replace defective media and/or (ii) use commercially reasonable efforts to provide modifications or fixes with respect to any material error in the Software in a reasonably timely manner (or provide Customer with alternative Software that does not contain the material error). However, if AVEVA is unable to make the Software operate as warranted and does not provide Customer with alternative Software, then AVEVA will refund the unused portion of the licence fees paid to AVEVA for the defective Software and the licence for such defective Software will terminate. This is Customer's sole and exclusive remedy for a breach of this warranty. Notwithstanding the foregoing, this warranty shall not apply if such material error was caused or arises from: (i) Customer's installation of the Software or misuse of the Software; (ii) modification or repair to the Software other than as expressly permitted by the Agreement; (iii) use or maintenance of the Software in a manner or environment inconsistent with the Documentation; (iv) anything Customer provides or designs including configurations, instructions, or specifications; or (v) the combination of the Software with a product, software, service, or technology not authorised by AVEVA.

11.2 Limited Support Warranty. AVEVA will perform the Support Services in a professional manner and warranted for a period of ninety (90) days from the date of Support Service. AVEVA warrants that any parts for Goods which are supplied while performing Support Services under the Agreement, will be free from material defects for a period of ninety (90) days following delivery of such parts. Additionally, AVEVA warrants that any Supported Software upgrades, patches, service packs, quick fix, quick custom, or corrective fixes which are supplied while performing Support Services under the Agreement, will be free from material defects for a period of ninety (90) days following delivery of such Supported Software upgrades, patches, service packs, quick fix, quick custom or corrective fixes. For any breach of these warranties, Customer's exclusive remedy, and AVEVA's entire liability, shall be the reperformance of the Support Services or repair or replacement of such parts, Supported Software upgrades, patches, service packs, quick fix, quick custom, or corrective fixes.

11.3 Pre-Production Releases and Trial Software. As an accommodation to Customer, AVEVA may provide Customer from time to time a Pre-Production Release of the Software or Trial Software. All such Pre-Production Releases and Trial Software are provided strictly on an "as-is" basis and for internal, non-commercial purposes and AVEVA disclaims all warranties, express or implied, for all Pre-Production Releases and Trial Software (including the warranty set forth in Section 11.1 or Section 11.2 above). If AVEVA provides Customer with Trial Software, Customer may not use the Trial Software for more than thirty (30) days from the date of delivery of the license file for such Trial Software and must delete such Trial Software following such thirty (30) day period (and such license to use the Trial Software shall cease).

11.4 Disclaimer of all Other Warranties. For the avoidance of doubt, the disclaimer of warranties set forth in **Section 7 (Disclaimer of Warranties)** of the GTCs is incorporated into this Software and Support Addendum by reference.

12. ADDITIONAL INDEMNIFICATION.

In addition to Customer's indemnification obligations set forth in the GTCs, Customer shall defend, indemnify, and hold harmless AVEVA and its Affiliates against (a) claims brought against AVEVA by any third party arising (i) from or related to AVEVA's use of or access to Third-Party Products or Customer's software, machines, equipment, systems, information technology environment, or premises in connection with the provision of the Support Services; and (ii) out of Customer's use of the Software in connection with any High-Risk Use; and (b) all costs, damages, liabilities, and expenses incurred by AVEVA if Malicious Code is transmitted by or through Customer to AVEVA.

13. CUSTOMER OBLIGATIONS.

13.1 Cooperation of Customer. AVEVA's performance depends upon Customer's timely and effective cooperation, including providing AVEVA with reasonable facilities, timely access to appropriate data and information, timely decisions and approvals and appropriately skilled Customer personnel. AVEVA will not be liable for any failure to perform Support Services under the Agreement to the extent that the failure is caused by Customer's lack of cooperation. AVEVA may rely upon the accuracy and completeness of data, material, and other information furnished by Customer, without any independent investigation or verification.

13.2 Malicious Code. Customer (i) will use commercially reasonable efforts to ensure that Customer's computer systems and information technology environment are free of viruses, adware, spyware, malware, rootkits, keyloggers, time or logic bombs, trojan horses, worms, or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down a computer system or any component of such system ("Malicious Code") and (ii) will not transmit any Malicious Code to AVEVA during any electronic interconnection by any means.

14. BENCHMARKS.

Customer will not disclose the results of any benchmark tests on the Software run by Customer outside of Customer's organisation without the prior written consent of AVEVA.