

## AVEVA SOFTWARE AND SUPPORT ADDENDUM

This AVEVA Software and Support Addendum (this “Software and Support Addendum”) applies to Customers that purchase a Software license from AVEVA. It 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. Capitalized terms used in this Software and Support Addendum without definition have the same meanings ascribed to them in the GTCs.

### 1. ADDITIONAL DEFINITIONS APPLICABLE TO THIS ADDENDUM.

- 1.1 “**Account Administrator**” means the employees, officers, representatives, or advisers of a Party set out in the Transaction Document, which, in the management of the Software, has the exclusive right to grant access or use to any users of the Software on behalf of Customer.
- 1.2 “**Bug Fix**” has the meaning set forth in Section 10.1.
- 1.3 “**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.
- 1.4 “**Compliance Monitoring**” means the monitoring of Customer’s and third-parties’ compliance with any license and usage restrictions for AVEVA’s software products (and those software products of its Affiliates) by legally permissible means, which may be effectuated by a security mechanism included in the Software. The Compliance Monitoring may include the detection, collection, transmission and processing of data and personal data by AVEVA, including but not limited to IP addresses, Email Domain and WIFI geolocation, if an illegal copy is detected.
- 1.5 “**Delivery**” means: (i) the date of availability with respect to digital downloads of the Software; (ii) the date of receipt with respect to physical media; or (iii) the date that installation of the Software is complete if performed by AVEVA or its contractors.
- 1.6 “**Credits**” means electronic credits purchased by Customer which are then redeemed against Customer’s chosen Software allowing use of such Software for the Software Term.
- 1.7 “**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.
- 1.8 “**Excess Usage**” has the meaning set forth in Section 2.5.
- 1.9 “**Hardware**” means all equipment, materials, spare parts, hardware, supplies, and accessories for which support has been purchased under the applicable Transaction Document.
- 1.10 “**High Risk Use**” has the meaning set forth in Section 5.
- 1.11 “**Hot Fix**” means unreleased Software which has not been processed through a full quality assurance cycle and which is designed to correct a specific defect in the Software.
- 1.12 “**Nonqualified Products**” means any hardware or software product other than the Software.
- 1.13 “**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 is being performed (excluding any public holidays in such location where such on-site Support is being performed).
- 1.14 “**Overtime Rates**” means (i) for any on-site Support performed on a public holiday in the location where such on-site Support is being performed, twice (2x) the standard rate, (ii) for the first twenty (20) hours of on-site Support 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 performed outside of Normal Working Hours during a calendar week in excess of twenty (20) hours (other than that performed on public holiday), twice (2x) the standard rate.
- 1.15 “**Pre-Production Release**” means Software which has not completed AVEVA’s formal release requirements and includes beta software, Hot Fixes and SUPs.
- 1.16 “**Remote Support Service**” means the use of remote data links from AVEVA to Customer’s System to render the Support to Customer.
- 1.17 “**Software Term**” means the initial term and any subsequent renewal term(s) for the Software, as set forth in the applicable Transaction Document.
- 1.18 “**SUP**” (Single User Product) means modifications to the Software made for a specific licensee.
- 1.19 “**Supported Software**” means Software for which Support was purchased. Supported Software may contain certain Third-Party Products that are embedded or added into the Software. For the avoidance of doubt, any such Third-Party Products are subject to the terms and conditions of the third-party vendor, including but not limited to warranties, licenses, indemnities, limitation of liability, prices and changes thereto.
- 1.20 “**Support Term**” means (i) for Support that is included for Software at no additional cost, the Software Term for such Software, and (ii) for Support that is not included for Software at no additional cost, the initial term and any subsequent renewal term(s) for the Support as set forth in the applicable Transaction Document.
- 1.21 “**Supporting Hardware**” means any dongles or other physical devices supplied by AVEVA to Customer for use with Software.
- 1.22 “**System**” means the hardware and software of the system of which the Software is a part.
- 1.23 “**System Manager**” means the individual(s) responsible for maintaining the integrity of the System.
- 1.24 “**Top-Up Credits**” additional Credits purchased by Customer at any time other than on a renewal term.
- 1.25 “**Trial Software**” means Software that has been licensed to Customer either: (i) solely for the purposes of evaluation; or (ii) that is supplied for the purposes of training, beta testing, academic or other non-commercial use.
- 1.26 “**Use**” means utilization 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 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.
- 1.27 “**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.
- 1.28 “**U.S. Person Requirement**” has the meaning set forth in Section 10.5.

### 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](http://www.aveva.com/policies/eol/en).
- 2.5 **Credit Based Subscription Model.** If the Software has been subscribed to on a credit based subscription model basis, then Customer’s use of the Software shall be limited to and shall not exceed the number of Credits set forth in the Transaction Document. Customer will purchase Credits at the start of the initial term and on each renewal term of the Software Term. Customer’s rights to use such Credits will expire on the initial term and any renewal term on which the Credits were purchased. Where Customer purchases Top-up Credits, such Top-up Credits will be purchased at the agreed rate and will expire at the end of the initial term or renewal term, as applicable. AVEVA may, but is not required to send notifications to the Account Administrator in connection with the following events:
- One month before Customer’s projected usage will have consumed all remaining Credits.
  - One week before Customer’s projected usage will have consumed all remaining Credits.
  - When all credits have been consumed.
- Where Customer’s use of the Software exceeds the number of Credits or Top-Up Credits purchased (“Excess Usage”), AVEVA reserves the right to deny use of the Software. AVEVA reserves the right to charge Customer for Excess Usage at a rate equal to forty percent (40%) of the applicable fees for such Software.
3. **LICENSE RIGHTS.**
- 3.1 **Grant of License.** 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 license to use the Software described in the Transaction Document for the Software Term and in accordance with the license model identified in such Transaction Document and subject to any restrictions set forth for such Software (including any Transaction Documents or applicable Schedule). 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 license granted under the Agreement then such duration/term shall be deemed to be one (1) year from the effective date of the Transaction Document applicable to the Software. 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 third-party usage, whether or not such usage has been authorized.
- 3.2 **License Restrictions.**
- (a) **Copy Restrictions.** Copyright laws and international treaties protect the Software, including the Documentation. Unauthorized 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 or 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 customize the Software in accordance with the accompanying Documentation;
  - (iii) remove, obliterate, destroy, minimize, 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 (or otherwise make available) the Software, including any application programming interfaces included in the Software, or any programs or materials resulting from the Software (excluding Customer Content), 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.
  - (xii) perform any benchmark testing or any of the following security testing of the Software without AVEVA's prior written consent, which will not be unreasonably withheld: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing;
  - (xiii) Only data collection failover deployments may run in parallel with the primary data collection deployment without an explicit license.
    - a. All other copies of Software running in parallel with the primary deployment must be explicitly licensed.
    - b. For example, Software that is copied for backup purposes may not be used for training, testing, as a hot standby nor as a caching server. The Software may only be used to recover from a failure.
- (c) **Return or Destruction of Software.** Upon termination or expiration of the Software Term, Customer shall destroy or return at AVEVA's discretion to AVEVA the Software (regardless of the media or device upon which such Software is fixed) and any related software install kits, licenses, 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 require Customer to return or destroy the Software.
- 4. RECORD KEEPING, AUDITS, AND COMPLIANCE CERTIFICATES.**
- 4.1 **Record Keeping.** During the Software 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 Software 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 licensed quantities or levels by at least five percent (5%), underpayment of any fees by at least five percent (5%), 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.
- 4.4 **Excess Use.** If Customer's use of any Software exceeds the permitted usage metrics, then Customer will be subject to additional fees for such excess usage at AVEVA's then-current rates. Customer will execute an additional Order Form or amendment to this Order Form for such additional usage and the fees for such additional usage will accrue from the date the excess usage began (together with an interest rate of one and one-half percent (1.5%) per month or partial month from the date such excess usage began until payment). The assessment of additional fees shall be without prejudice to AVEVA's other rights and remedies with respect to such excess usage.
- 5. HIGH RISK USE AND INDUSTRY AND CATEGORICAL RESTRICTIONS.**
- 5.1 **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 utilization 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.
- 5.2 **Industry and Categorical Restrictions. THE FOLLOWING CLAUSE APPLIES ONLY TO AVEVA'S BOCAD AND FABTROL PRODUCTS.** Customer shall not use the Software in connection with aircraft or other modes of human mass transportation, nuclear or chemical facilities, or medical life support devices unless Customer has provided full details of such proposed use to AVEVA and has received prior written approval for such use from AVEVA.
- 5.3 **Indemnification.** Customer shall defend and indemnify AVEVA Indemnitees against Claims brought against AVEVA Indemnitees by any third party arising from or related to: (a) Customer's or its Affiliates' use of the Software in connection with any High Risk Use; or (b) Customer's or its Affiliates' failure to (i) provide the details and/or (ii) receive the prior written approvals as specified in Section 5.2 (Industry and Categorical Restrictions).
- 6. LICENSE COMPLIANCE MONITORING.**
- 6.1 AVEVA may conduct Compliance Monitoring and Customer consents to such Compliance Monitoring. AVEVA reserves the right to use a hardware lock device, license administration software, and/or a license authorization 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 authorization key provided by AVEVA is prohibited. For the avoidance of doubt, Customer shall be solely responsible for its failure to comply with any license 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. GOVERNMENT CONTRACTS.**  
If the Software is licensed for use in the performance of a U.S. Government prime contract or subcontract, Customer agrees that, consistent with FAR 12.211 and 12.212, commercial computer software, computer software documentation and technical data for commercial items are licensed under AVEVA's standard commercial license. The Software was developed at private expense and is licensed as "commercial computer software" as defined under FAR 2.101
- 9. SUPPORT- ALL SOFTWARE EXCEPT PI OR PI-RELATED SOFTWARE (CUSTOMER FIRST PROGRAM).**  
This Section 9 applies to Support for all Software other than Support for PI or PI-related Software.
- 9.1 **Incorporation.** This Software and Support Addendum incorporates by reference the CFP User Guide.
- 9.2 **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), AVEVA will provide the Support during the Support Term. If additional Supported Software or Hardware are purchased, licensed, or leased by Customer during the Support Term, then AVEVA may require that Customer obtain Support for such additional Supported Software or Hardware 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 is not included with the Software and Customer has not purchased Support, then AVEVA shall not provide to Customer any Support.
- 9.3 **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, including but not limited to travel and living expenses.
- 9.4 **Version Upgrade.** The software version upgrade entitlement is a benefit to customers that enroll in the Support (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.
- 9.5 **Non-Refundable Support Fee.** Customer acknowledges and agrees that any fees paid for Support (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.
- 9.6 **Support Reinstatement for Lapsed Enrollment.** If a lapse in enrollment in the Support occurs, then Customer may be assessed AVEVA's then current reinstatement fee. The amount of the reinstatement fee may increase the longer the enrollment has lapsed.
- 9.7 **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 CFP User Guide.
- 9.8 **Scope of Support.** AVEVA provides Support in accordance with the AVEVA lifecycle support policy applicable to the Supported Software and Hardware. The applicable AVEVA lifecycle policy is published on the AVEVA brand support websites and may be referenced in the CFP User Guide. Although AVEVA and its "Certified Support Providers" (which are third parties retained by AVEVA to provide Support to Customer, including but not limited to authorized distributors and other support providers) may attempt to resolve issues arising in earlier AVEVA hardware or software versions, they do not have any obligation to do so under any support level in the Support unless extended support for retired versions is available and purchased on a product by product basis.
- 9.9 **Support Exclusions.**
- (a) Unless otherwise agreed in writing by AVEVA, AVEVA does **NOT** provide Support for Third-Party Products, including but not limited to Crystal Reports. If AVEVA does provide support services for Third-Party Products, 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 hardware and software not specifically listed in the CFP User Guide as covered under the support level purchased by Customer are NOT covered under the Support. Technical assistance rendered via any means of communication (including but not limited to telephone, 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 hardware, software, or equipment is chargeable to Customer at the then-current AVEVA service rates.
  - (d) AVEVA will NOT provide Support on AVEVA software or hardware from or repaired by a non-AVEVA-authorized 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 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.
  - (f) Unless otherwise agreed in writing by AVEVA, Hardware 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) AVEVA reserves the right to discontinue Support for any Supported Software in accordance with its then-current end of life policy, which is located at [www.aveva.com/policies/eol/en](http://www.aveva.com/policies/eol/en).
  - (h) AVEVA will provide support in a commercially reasonable manner. However, AVEVA support personnel may not be aware of Customer's specific business or the application of the Software. As such, Customer should exercise its own judgment in adopting any advice or recommendations from AVEVA. No specific business result is assured or guaranteed.
- 9.10 **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 Hardware or Supported Software covered under the Support. AVEVA shall have full

- and free access to the Hardware and Supported Software in order to provide any on-site corrective Support. 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 Hardware 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.
- 9.11 Remote Support Security. Remote Support communication will be conducted only by AVEVA trained specialists working in a secured area using authorized connectivity equipment with security and auto log-on features. Any work accomplished on a Customer system must be authorized by a Customer representative. Communication processors, routers, modems and other equipment used in conjunction with remote Support that are the property of AVEVA shall be returned to AVEVA upon termination or expiration of the Support Term.
- 9.12 On-Site Support.
- (a) Support 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 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, 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 commencing at the convenience of 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, which Customer will provide to AVEVA at least five (5) business days in advance of AVEVA coming on site. 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.
- (i) AVEVA representatives are authorized to act only in a consulting capacity and are not authorized 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.
- 9.13 Support for Brands. All Software licenses and Hardware for a given AVEVA brand (including but not limited to Avantis, Citect, SimSci, Wonderware, OASyS DNA and SimSuite Pipeline) at a participating site must be covered under the Support during the entire license term.
- 9.14 Customer Approval. If the Support 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.
- 10. SUPPORT – PI AND PI-RELATED SOFTWARE ONLY (SOFTWARE RELIANCE PROGRAM).**
- This Section 10 applies to Support for PI or PI-related Software only.
- 10.1 Designated System Manager. As a condition to AVEVA's performance of the Software Reliance Program, Customer must designate one or more "System Manager(s)." Customer is responsible for maintaining individual(s) trained as System Manager(s).
- 10.2 Software Reliance Program.
- (a) Technical Support. AVEVA will provide the System Manager with the contact information for the designated AVEVA Technical Support. The System Manager will be entitled to contact the AVEVA Technical Support 7 days a week, 24 hours a day to ask questions or seek advice regarding the use of the Software. AVEVA will assist the System Manager in using the Software and in identifying and providing workarounds, if possible, for problems with the Software. Such assistance may include computer communications to Customer's facilities. AVEVA will use its best efforts to respond to all Technical Support queries within four (4) hours. For the avoidance of doubt, AVEVA Technical Support will not respond to any Technical Support queries regarding Customer's use of, or issues with, ProcessPoint.
- (b) Software Suggestions. Customer may submit suggestions to AVEVA identifying desired improvements in the Software. AVEVA retains the right to determine the final disposition of all such suggestions and Customer recognizes that AVEVA is free to use such suggestions in any manner. If AVEVA decides, in its sole judgment, to incorporate any such suggestion, it will do so by providing Customer with an Update, as described in subsection (d) below.
- (c) Bug Fixes. AVEVA will use reasonable efforts to provide Customer with an avoidance procedure for and a correction of each material defect in the Software that cause the Software not to conform in all material respects with the AVEVA Documentation (a "Bug Fix").
- (d) Software Updates. As AVEVA develops permanent solutions for known Software problems, AVEVA will, from time to time, incorporate such solutions into planned Updates to the Software, as applicable. Such Updates may also include those minor enhancements and extensions or other changes to the Software as are determined by AVEVA to be suitable to the uses made of the Software by AVEVA's licensees and are made available by AVEVA to its other licensees without additional charge. AVEVA will provide Customers whose Software Reliance Program fees are current with such Updates as they are released. AVEVA will provide Customer with such instructions and/or documentation that AVEVA considers reasonably necessary to assist in a smooth transition to use of such Updates. Use of some Updates may require Customer's agreement to additional usage terms, which shall be indicated in the accompanying documentation and on osisoft.com, where appropriate. In the event AVEVA decides in its discretion to update the appropriate software reference manual or to issue release notes or other documentation corresponding to Updates, AVEVA will provide one copy of the same to Customer at no charge as they become available.
- (e) Interface Exchanges. Customer may exchange one standard interface for another if the only difference between the two interfaces is the operating system with which the interface is compatible. These exchanges will be processed free of any licensing fees. AVEVA will have the right to charge any shipping, handling, tariffs or other costs incurred by AVEVA related to delivering any replacement interface.
- 10.3 Remote Support Service. AVEVA will maintain compatible equipment or emulators to be able to remotely operate on Customer's System. In order to receive Remote Support Service for the Software, Customer must meet the following prerequisites:
- (a) Customer must allow an AVEVA approved third-party remote control tool or another AVEVA approved connection to the System, which, at a minimum, will accept reports, messages, and file transfers and a separate telephone line for simultaneous voice communication located with the System.
- (b) Customer's System must be available to AVEVA when required, and AVEVA must have a login, password, and sufficient priority to access the System when needed.
- 10.4 On-Site Assistance.
- (a) In the event that AVEVA is unable to resolve a problem with the Software through telephone assistance pursuant to Section 10.2(a) above or through Remote Support Service pursuant to Section 10.3 above, the System Manager may request AVEVA to provide on-site assistance. After verifying the need for on-site assistance, including, without limitation, that Customer has complied with the terms of Section 10.3(a), AVEVA will use its best efforts, subject to the reasonable availability of its personnel, to commence travel for such on-site assistance within one (1) business day for travel of less than one thousand (1,000) miles from AVEVA's facilities, and within two (2) business days otherwise. AVEVA will render on-site assistance to Customer until resolution of the problems identified or for so long as reasonable progress is, in AVEVA's judgment, being made. AVEVA may suspend the performance of on-site assistance as required to obtain additional resources, but will resume such assistance when such resources become available.
- (b) AVEVA's obligation with respect to on-site assistance is limited to isolating, identifying, and reporting problems associated with the Software. If problems are isolated to the Software, AVEVA will provide Customer with Bug Fixes, as available. As an interim solution, until a Bug Fix is available, AVEVA will use reasonable efforts to assist Customer in finding an avoidance procedure, if possible, which allows use of the System. Customer has sole responsibility and liability for implementation of AVEVA's recommended interim solution.
- (c) AVEVA will invoice and Customer will pay AVEVA's out of pocket expenses incurred in providing on-site assistance. If on-site assistance is necessary because Customer has failed to allow AVEVA to provide Remote Support Service, then AVEVA will invoice and Customer will pay for the time spent by AVEVA personnel in connection with providing such on-site assistance, in accordance with AVEVA's then-current custom software services rates. The origin of any problems associated with the Software will not affect any amounts invoiced for on-site services, even if such problems are caused by Nonqualified Products.
- 10.5 U.S. Person Requirement. Notwithstanding the foregoing, if Customer is required to restrict access to its technology, information or premises to only U.S. citizens and/or permanent residents by applicable U.S. laws and regulations ("U.S. Person Requirement"), then Customer agrees to:
- (a) inform AVEVA of such U.S. Person Requirement when initiating a Technical Support request pursuant to Section 10.2(a) above or Remote Support Service request pursuant to Section 10.3 above;
- (b) inform AVEVA of the U.S. Person Requirement when initiating an on-site assistance request pursuant to Section 10.4 above; and
- (c) accept that due to the U.S. Person Requirement, Technical Support and Remote Support Service are available only on business days between 7am and 6pm Pacific Standard Time, and that on-site assistance may be delayed.
- 10.6 Subscription Term. Unless otherwise agreed, each Software Reliance Program subscription shall be for a term of 12 months.
- 10.7 Support for Brands. All Software licenses for a given OS/soft brand at a participating site must be covered under the Support during the entire license term.
- 10.8 Conditions to the Software Reliance Program. All Software Reliance Program Support to be rendered by AVEVA hereunder are subject to the following conditions:
- (a) Nonqualified Products. AVEVA shall have no obligations or responsibilities of any kind hereunder with respect to Nonqualified Products. Nonqualified Products shall also include any custom application programs or other software developed by AVEVA for Customer. If the performance by AVEVA of the Software Reliance Program is made more difficult or impaired because of Nonqualified Products, AVEVA shall so notify Customer, and Customer will immediately remove the Nonqualified Product at its own risk and expense during any efforts to render services under this Agreement. Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software or remote application.
- (b) System Versions. All Customer System hardware and software must be maintained at the revision level deemed necessary by AVEVA for proper operation of the Software.
- (c) Backup Procedures. Customer is solely responsible for maintaining a procedure external to the Software for reconstruction of lost or altered files, data, or programs to the extent deemed necessary by Customer and for actually reconstructing any lost or altered files, data or programs.
- (d) Operator Procedures. Customer shall at all times follow routine operator procedures as specified in AVEVA operating manuals or other operating manuals for the Software.
- (e) Licensee Representative. A designated representative of Customer shall be present at all times AVEVA is performing Support on Customer's premises or the premises of Customer's client. AVEVA personnel will not enter or remain at Customer's premises or the premises of Customer's client in the absence of such Customer representative.
- (f) Isolation. Customer is solely responsible for ensuring that the System is isolated from any process links or anything else that could cause harm before requesting or receiving Remote Support Service or on-site assistance.
- 11. TERMINATION AND SUSPENSION OF SUPPORT SERVICES.**

- 11.1 **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 and the Transaction Document under which such Support is provided if:
- (a) Customer has breached any of its material obligations under any agreement relating to the Supported Software or Hardware 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 other than for its own internal business purposes or uses the Support to provide similar services related to the Supported Software or Hardware to any third party.
- 11.2 **Suspension of Support.** Without prejudice to other remedies available by Law, AVEVA reserves the right to suspend the Support if Customer does not comply with its obligations under the Agreement.
- 12. WARRANTIES.**
- 12.1 **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 license fees paid to AVEVA for the defective Software and the license 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 authorized by AVEVA.
- 12.2 **Limited Support Warranty.** AVEVA will perform the Support 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 Hardware which are supplied while performing Support 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 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 or repair or replacement of such parts, Supported Software upgrades, patches, service packs, quick fix, quick custom, or corrective fixes.
- 12.3 **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. AVEVA disclaims all warranties, express or implied, for all Pre-Production Releases and Trial Software (including the warranty set forth in Section 12.1 or Section 12.2 above) and AVEVA's indemnity obligations will not apply to Pre-Production Releases or Trial Software. 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 (unless otherwise stated in the applicable Order Form) for such Trial Software and must delete such Trial Software following such period (and such license to use the Trial Software shall cease).
- 12.4 **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.
- 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 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.** When AVEVA is providing Support, Customer will use commercially reasonable efforts to protect against the transmission from Customer's computer systems and information technology environment to AVEVA of any 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.

IN WITNESS WHEREOF, AVEVA and Customer, each through its duly authorized representative, hereby agree to the terms and conditions of this Software and Support Addendum.

**AVEVA:**

**Customer:**

**[ENTER AVEVA ENTITY]**

**[ENTER CUSTOMER NAME]**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name:  [PRINT NAME]

Name:  [PRINT NAME]

Title:  [ENTER TITLE]

Title:  [ENTER TITLE]

Date:  [ENTER DATE]

Date:  [ENTER DATE]