

AVEVA CLOUD SERVICE LEVEL COMMITMENT

1. **Additional Definitions.** The following capitalised terms used in this Schedule have the respective meanings specified below:

“**Available Minutes**” means the total number of minutes during a calendar month;

“**Cloud Service Credit**” means a reduction to the Charges as a result of a failure of a Cloud Service to meet the Cloud Service Levels as set out in this Agreement;

“**Downtime**” means the total number of minutes during a calendar month that a Product is unavailable to the Customer when such unavailability is solely caused by errors in the Product or other factors within AVEVA’s reasonable control but shall not include Emergency Downtime, Scheduled Downtime, and General Unavailability;

“**Emergency Downtime**” means those times when AVEVA or a third party becomes aware of a security or other vulnerability that AVEVA deems to require prompt remediation and, as a result, the Products or Services are temporarily made unavailable in order for AVEVA to remediate the security or other vulnerability;

“**General Unavailability**” means network outages, infrastructure outages, unavailability caused by a third party or Customer’s hardware or software, or unavailability caused by the acts or omissions of Customer or its employees, subcontractors, or agents, including events outside of AVEVA’s direct control, such as downtime as a result of the failure or lack of availability of third-party cloud services upon which the Product or Services depend.

“**Scheduled Downtime**” means the period of time when the Products or Services are unavailable because of network changes, hardware or maintenance activity or upgrades;

“**Service Credit**” means a reduction to the Charges as a result of a failure of a Service to meet the Service Levels as set out in this Agreement;

“**Type A Product**” means each of the following Cloud Services: AVEVA Connect, AVEVA Connect visualization services, AVEVA Data Hub, AVEVA Enterprise Resource Management, AVEVA Information Standards Manager, AVEVA Insight, AVEVA Insight - Guided Analytics, AVEVA Insight - Asset Library, AVEVA Insight - BI Gateway, AVEVA Insight - Advanced Analytics, AVEVA Measurement Advisor, AVEVA Point Cloud Manager, AVEVA Unified Engineering;

“**Type B Product**” means each of the following Cloud Services: AVEVA Asset Information Management, AVEVA Asset Information Management Discovery, AVEVA Asset Information Management Advanced, AVEVA Asset Information Management – hybrid, AVEVA Operator Training Simulator, AVEVA Unified Engineering on Connect, AVEVA Simulation, AVEVA Unified Learning, AVEVA Contract Risk Management, AVEVA Dynamic Simulation, AVEVA Integration Studio;

“**Type C Product**” means the AVEVA Development Studio, Teamwork Cloud Service;

“**Type D Product**” means the Unified Supply Chain Cloud Service; and

“**Type E Product**” means the E3D Whitespace Optimizer Cloud Service.

“**Uptime**” means the time during a calendar month in which the Products or Services are available for the Customer’s Use;

“**Uptime Commitment**” means AVEVA’s Uptime commitment for the Cloud Services as set out in herein.

2. **Cloud Service Levels/** The following Cloud Service Levels shall apply to the Cloud Services:

TYPE OF PRODUCT	SERVICE LEVEL (SL): Uptime Commitment
Type A Product	99.90%
Type B Product	99%
Type C Product	98%
Type D Product	95%
Type E Product	90%

2.1 AVEVA shall calculate the Uptime Commitment for each calendar month as follows:

$$\left(\frac{\text{Available Minutes} - \text{Downtime}}{\text{Available Minutes}} \right) \times 100\%$$

2.2 AVEVA may change the Cloud Service Levels from time to time but will provide sixty (60) Business Days' prior notice to the Customer before AVEVA makes any material change to a Service Level

3. Cloud Service Credits. If in any calendar month, AVEVA does not meet the Cloud Service Level for a Cloud Service then the Customer shall notify AVEVA in writing within twenty (20) Business Days of the end of the calendar month in which AVEVA failed to meet the Cloud Service Level for such Cloud Service such notice in writing to:

- a. describe the failure to meet the Cloud Service Level for the Cloud Service in sufficient detail and clarity to enable AVEVA to assess such failure; and
- b. include the dates and times of any Downtime of the Cloud Service in order for AVEVA to verify such Downtime of the Cloud Service.

3.1 If the Customer fails to submit the written notice in accordance with paragraph 3 above then the Customer waives its right to receive the Cloud Service Credit for the calendar month in which AVEVA failed to meet the Cloud Service Level for the Cloud Service.

3.2 If, pursuant to the Customer's written notice in accordance with paragraph 3 above, AVEVA, acting reasonably, calculates that a Cloud Service Credit is due and paragraph 3.6 does not apply, AVEVA shall credit the Customer with a Cloud Service Credit and such Cloud Service Credit shall, in AVEVA's absolute discretion be either:

- a. a deduction from the amount due from the Customer to AVEVA in the next invoice due to be issued under this Agreement for the Cloud Services; or
- b. a credit note against a previous invoice paid by the Customer. this Agreement for the Cloud Services;

3.3 AVEVA shall calculate the applicable Service Credits for a specific calendar month as follows:

Percentage that Uptime falls below the Cloud Service Level	Service Credit
Less than two percent (2%) below the Cloud Service Level	ten percent (10%) of the Charges for the affected Cloud Service
Two percent (2%) to five percent (5%) below the Cloud Service Level	twenty percent (20%) of the Charges for the affected Cloud Service
More than five percent (5%) below the Cloud Service Level	fifty percent (50%) of the Charges for the affected Cloud Service

3.4 The Service Credit shall be calculated against the Charges paid by the Customer for the calendar month in which the Cloud Service Level was not achieved and only in respect of the affected Cloud Service.

3.5 The maximum Service Credit that AVEVA shall pay to the Customer for failure to meet the Cloud Service Level for any calendar month is fifty percent (50%) of the Charges for the affected Cloud Service for that calendar month.

3.6 AVEVA's obligation to pay the Cloud Service Credit shall not apply where AVEVA has failed to meet the Cloud Service Level because:

- 3.6.1 the Cloud Services were not available due to scheduled or emergency maintenance of the Cloud Services, AVEVA Connect or a Cloud Service;
- 3.6.2 AVEVA has prevented access to a Cloud Service because of a technology or other security concern relating to AVEVA, the Customer or AVEVA's other customers;
- 3.6.3 of a failure of the Customer IT System or Resale Product and Services or any other hardware or software not managed or controlled by AVEVA including Edge Devices;
- 3.6.4 of a failure caused by a Force Majeure Event; and
- 3.6.5 of a breach of this Agreement by the Customer.

- 3.7 The parties agree that any such Cloud Service Credits have been calculated as, and are, a genuine pre-estimate of the loss likely to be suffered by the Customer and that the Cloud Service Credits are the Customer's sole and exclusive remedy if AVEVA fails to meet the Cloud Service Levels.
- 3.8 AVEVA shall use commercially reasonable efforts to notify Customers within seventy two (72) hours prior to any Scheduled Downtime and shall notify Customers of any Emergency Downtime as soon as reasonably practicable.