

AVEVA CLOUD SERVICES ADDENDUM

This AVEVA Cloud Services Addendum (the "Cloud Services Addendum") applies to AVEVA Connect and Products accessed by Customer via AVEVA Connect. This Cloud Services Addendum supplements and is hereby incorporated into and made a part of the AVEVA General Terms and Conditions, by and between AVEVA and Customer (the "GTCs"). Capitalized terms used in this Cloud Services Addendum without definition have the meanings ascribed to them in the GTCs and the applicable Transaction Document.

1. **DEFINITIONS.**
- 1.1 **"Acceptable Use Policy" or "AUP"** means the then-current acceptable use policy of AVEVA, which is currently located at <https://www.aveva.com/en/legal/usage-policy/>, as such policy or URL may be updated, modified, supplemented, or otherwise amended from time to time.
- 1.2 **"Accessed Stream Count"** means the number of unique data streams that have been accessed during a calendar day as measured in Coordinated Universal Time (UTC).
- 1.3 **"Account Administrator"** means the Representative(s) set out in the Transaction Document, which, in the management of the applicable Product(s), has the right to grant access or use to any Users of such Product on behalf of Customer. Customer will name (a) one (1) Account Administrator in the applicable Transaction Document and (b) one (1) Account Administrator on AVEVA Connect.
- 1.4 **"Account Information"** means any and all information about Customer, its Affiliates, and Users that Customer or any User provides to AVEVA, or AVEVA collects, in connection with the creation or administration of their accounts (including any Usage Metrics).
- 1.5 **"Available Minutes"** means the total number of minutes during a calendar month.
- 1.6 **"AVEVA Connect"** means AVEVA's platform for managing User subscriptions and accessing the applicable Products.
- 1.7 **"AVEVA Connect Account"** means an account of Customer that is available on AVEVA Connect in which Customer may access applicable Products.
- 1.8 **"Best-fit Storage"** means an algorithm that may be used together with the Data Acquisition Rate for any applicable Product. For example, AVEVA's Best-fit Storage combined with a Data Acquisition Rate of sixty (60) seconds means that regardless of the number of values submitted for a Data Point, only the minimum set of values required to give a good representation of the Data Point for that sixty (60) seconds are stored. The minimum set of values may include the First, Last, Minimum, Maximum, and Mean value for the Data Point.
- 1.9 **"Connected Services Provider"** means a customer who acts as a reseller, value-added reseller (VAR), distributor and/or a provider of service-bureau usage of the Products.
- 1.10 **"Credits"** means the virtual credits purchased by Customer that may be redeemed directly to use the Product or to create a License File allowing access and use of the Product. At the start of the Term, Credits for Software (whether cloud SaaS, on-premises) as set forth in the Product Rate Plan, will be allotted to Customer for use throughout the entire Term. Any unused Credits remaining at the end of the Term may not be carried forward to any other term or otherwise. Credits designated for Cloud SaaS are not inter-changeable with Credits designated for On-Premises Software.
- 1.11 **"Credit Access Period"** means a period defined in the Transaction Document during which a User may access multiple instances of the applicable Product from multiple devices, and it will count as a single access for the purpose of charging Credits. Each Credit Access Period consumes the number of Credits shown against the Products in the Transaction Document's subscription table. Where Customer wishes the Product to be used by multiple Users, the same applies per additional User.
- 1.12 **"Credit Weighting"** The number of Credits required for a single User to utilize a Product during a Credit Access Period.
- 1.13 **"Customer Authorized Officer"** means any Representative nominated by Customer or set out in the Transaction Document, which, in the management of the Product, provides certain commercial instructions in writing to AVEVA.
- 1.14 **"Daily Active Users" or "DAU"** refers to the total number of Users that have been identified by AVEVA as accessing the Product during a calendar day, as measured in Coordinated Universal Time (UTC).
- 1.15 **"Data Acquisition Rate"** means the fastest rate at which the Product will store values for a single Data Point. This is expressed in terms of the duration between successive values stored by the Product. Values submitted that exceed the Data Acquisition Rate may not be stored by the Product. Data Acquisition Rates may be set forth in a Transaction Document for the applicable Product.
- 1.16 **"Data Controller"** has the meaning set forth in the Data Processing Addendum.
- 1.17 **"Data Point"** means a discrete unit of information – usually representing a value from a sensor or other device - that is being monitored over time and published and/or stored by the Product. Data Points may be set forth in a Transaction Document for the applicable Product.
- 1.18 **"Data Processor"** has the meaning set forth in the Data Processing Addendum.
- 1.19 **"Data Sharing"** has the meaning set forth in Section 3.3 (Data Sharing).
- 1.20 **"Data Sharing Content"** means Customer Content and all other software, data (including personal data), information, text, images, audio, video, photographs, and other content and material, in any format, accessed, uploaded, created, modified, distributed, transmitted, reproduced, and otherwise processed in connection with Data Sharing.
- 1.21 **"Data Source"** means a piece of equipment or other system that is providing one or more Data Points to the applicable Product and is being represented and managed as an inbound connection to such Product. Data Sources may be set forth in a Transaction Document for the applicable Product.
- 1.22 **"Documentation"** means the technical documentation, program specifications, operations manuals, and other documentation as are available on the Product (or through AVEVA Connect for such Product), which may be updated, modified, supplemented, or otherwise amended from time to time.
- 1.23 **"Downtime"** means the total number of minutes during a calendar month that the Product are unavailable to Customer when such unavailability is solely caused by Product errors or other factors within AVEVA's reasonable control. Downtime does not include Emergency Downtime, Scheduled Downtime, and General Unavailability.
- 1.24 **"Edge Device"** is a host (whether an on-premises hardware device or a virtualized container or environment) for which AVEVA does not have any responsibility for maintaining or over which AVEVA does not exert control.
- 1.25 **"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 are temporarily made unavailable in order for AVEVA to remediate the security or other vulnerability.
- 1.26 **"General Unavailability"** means unavailability caused by: (a) network outages; (b) infrastructure outages; (c) a third party or Customer's hardware or software; (d) the acts or omissions of Customer or its employees, subcontractors, or agents; (e) 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 Services depend; or (f) Force Majeure conditions.
- 1.27 **"Goods"** means all products, equipment, materials, spare parts, hardware, supplies, and accessories for which support has been purchased under the applicable Transaction Document.
- 1.28 **"High Risk Use"** has the meaning set forth in Section 11 (High Risk Use and Industry and Categorical Restrictions).
- 1.29 **"License File"** means a Software license file used by Software applications that contains registration information that allows the User to open and access the applicable Software.
- 1.30 **"Monthly Active Users" or "MAU"** means the total number of Users that have been identified by AVEVA as accessing the Product during a calendar month, as measured in Coordinated Universal Time (UTC).
- 1.31 **"Named User"** means a unique, named individual who has logged-in or otherwise accessed the Product. Uniqueness of an individual is determined through a combination of (a) the credentials or other identifying information provided during any login sequence and (b) the internet address, network address, equipment identifier, International Mobile Equipment Identity, or other item that identifies the device being used to access the Product.
- 1.32 **"OEM Customer"** means a customer who is an original equipment manufacturer and/or provider of private-label versions of the Products.
- 1.33 **"Partner Account"** means an account that is not for production purposes and is provided to partners participating in the AVEVA Partner Network program.
- 1.34 **"Permitted Third Party"** means any third party (including Affiliates of the Customer) specifically identified in a Transaction Document as a User of any of the Products listed in such Transaction Document and has issued a Permitted Third-Party Undertaking Letter to AVEVA (if requested by AVEVA).
- 1.35 **"Permitted Third-Party Undertaking Letter"** means a letter, commitment, or agreement, in form and substance satisfactory to AVEVA in its sole discretion, requiring such third party to comply with all terms and conditions contained in the Agreement (and to be responsible for any non-compliance).
- 1.36 **"Preview Features"** means a feature, either within a Product or independent of a Product, that has not been made available for general release to AVEVA's customers, but is offered to certain of AVEVA's customers in a state that can be "previewed" for feedback and validation prior to any general release.
- 1.37 **"Product"** has the meaning set forth in the GTCs. As used in this Cloud Services Addendum, "Product" will also include Cloud Products (as defined in the GTCs).
- 1.38 **"Production Account"** means a Customer's account that can be used for active production.
- 1.39 **"Product Rate Plan"** means that document that provides a Customer with the agreed list of offers and their associated Credit rates. Each time a Customer accesses the Product, Credits will be deducted from the total number of Credits shown in the applicable Customer's credit balance in AVEVA Connect. The Product Rate Plan will be used to track the usage of offers against the Order's Credits. The Product Rate Plan may change depending upon the Products that the Customer chooses throughout the course of the Term. Such changes will be shown in AVEVA Connect.
- 1.40 **"Privacy Policy"** means the then-current privacy policy of AVEVA, which is currently located at <https://www.aveva.com/en/legal/customer-privacy-policy/>, as such policy or URL may be updated, modified, supplemented, or otherwise amended from time to time.
- 1.41 **"Release Notes"** means electronic notification issued by AVEVA at the launch of a new Product or a product update or technical modification of a Product.
- 1.42 **"Representatives"** means any employees, officers, representatives, or advisers of a Party.
- 1.43 **"Reward Credits"** means, either: (a) Credits that AVEVA may offer to Customer at a discount to the then-current Credit rates, or (b) Credits that AVEVA may offer at no cost to Customer, each of which may be offered to Customer at AVEVA's sole discretion.
- 1.44 **"Scheduled Downtime"** means the period of time when the Products are unavailable because of network changes, hardware or maintenance activity or upgrades.
- 1.45 **"Service Credit"** has the meaning set forth in Section 7.2.
- 1.46 **"Service Level"** means any service level for a Product that is set forth in a Schedule for such Product.
- 1.47 **"Stored Stream Count"** means the number of data streams that are stored in the applicable Product at the end of day as measured in Coordinated Universal Time (UTC).
- 1.48 **"Test Account"** means an account that is not for production purposes and is provided to Customer as a separate and distinct account from Customer's prerequisite Production Account.
- 1.49 **"Third-Party Content"** means (a) all data and information submitted to AVEVA by or on behalf of Customer, (b) obtained, developed or produced in connection with the provision, receipt or use of the Product, or (c) to which AVEVA has access in connection with the provision of the Product.
- 1.50 **"Top-Up Credits"** means additional Credits purchased by Customer during the course of the Term to remedy an AVEVA Connect Account that is overdrawn in Credit usage or to supplement Customer's Credit usage.

- 1.51 **"Uptime"** means the time during a calendar month in which the Products are available for Customer's use. In order to determine if AVEVA met the Uptime Commitment for a calendar month, the Uptime percentage will be calculated as follows: (Available Minutes – Downtime) / (Available Minutes * 100).
- 1.52 **"Uptime Commitment"** has the meaning set forth in Section 7.1 (Service Levels).
- 1.53 **"Usage Metrics"** means the standard of measurement for determining the permitted use and calculating the fees due for a Product as set forth in the Transaction Document.
- 1.54 **"User Credentials"** means the username and password of each User as provided by AVEVA to Customer to use the applicable Product and any associated User identifiers.
- 1.55 **"User"** means Customer's employees, contractors, and agents authorized to use the Products on Customer's behalf in accordance with the Agreement. An individual will not be deemed to be authorized unless such individual has created a user ID and password in an AVEVA Connect Account. A User must be an individual and not bots, sensors, chips, devices, etc.; provided, however, a User may access an AVEVA Connect Account through an application programming interface (API) under certain situations as specified in the Documentation. Customer will not share, and will prohibit each User from sharing, any username or password with another User, any other individual or entity or any non-human (e.g., bots, sensors, chips, devices, etc.). Customer will not engage in, and will prohibit, any and all concurrent use of a user ID, whether by a User, any other individual or entity, or any non-human (e.g., bots, sensors, chips, devices, etc.).
- 2. TRANSACTION DOCUMENTS.**
- 2.1. From time to time, AVEVA and Customer may enter into Transaction Documents whereby AVEVA provides Products to Customer. Each Transaction Document will constitute a contract between AVEVA and Customer separate and distinct from any other Transaction Document. Each Transaction Document will be deemed to incorporate the terms of the GTCs (whether or not stated on the face of the Transaction Document).
- 3. USE OF PRODUCTS.**
- 3.1. **Use of Products.** During the Term and subject to Customer's compliance with all terms and conditions of the Agreement (including payment of all applicable fees), AVEVA grants to Customer a personal, non-exclusive, non-transferable limited right to access and use the Products and Documentation, through AVEVA Connect, solely for the internal business operations of Customer and subject to all usage restrictions for such Product in the Agreement or Documentation. Customer shall not make such Product accessible or available for use by Affiliates, Permitted Third Parties or any other individual, entity or non-human (e.g., bots, sensors, chips, devices, etc.) unless expressly permitted in the Agreement or Documentation; provided, however, that Customer will always be liable for all acts or omissions of Users, Affiliates, Permitted Third Parties and all other individuals, entities or non-humans (e.g., bots, sensors, chips, devices, etc.) (including for all non-compliance with terms of the Agreement). Customer may allow the Account Administrator and the Users, as applicable, to use the Products on Customer's behalf in accordance with the Agreement provided all third party Users are listed as Permitted Third Parties in the applicable Transaction Documents. For a Product that is specifically designed to allow Customer's clients, agents, customers, suppliers or other third parties to access the Product in order to interact with Customer, such third parties will be considered "Users" subject to the terms of the Agreement. Customer shall cause the Users to comply with the Agreement. Following the expiration or termination of the Term, Customer shall not be able to access or use the Product or Documentation. For the avoidance of doubt, the use of the Products and Documentation accessed via a Partner Account or a Test Account is governed by Section 4.7 (Test and Partner Accounts) and not by this Section 3.1.
- 3.2. **OEM Customer and Connected Service Provider.** Notwithstanding Section 3.1 (Use of Products), AVEVA recognizes that in certain circumstances, Customer may be an OEM Customer and/or a Connected Service Provider. In such instances, Customer understands that it may make the Product available to its third-party customers only pursuant to additional terms and conditions between AVEVA and Customer with respect to Customer's participation as an OEM Customer and/or a Connected Service Provider.
- 3.3. **Data Sharing.** During the Term and subject to Customer's compliance with all terms and conditions of the Agreement (including payment of all applicable fees), AVEVA grants to Customer a personal, non-exclusive, non-transferable limited right to allow individuals and/or non-humans (e.g., bots, sensors, chips, devices, etc.) to access, upload, create, modify, distribute, transmit, reproduce, and otherwise process Data Sharing Content via Customer's AVEVA Connect Account through the specific access key mechanisms as specified in the Documentation ("Data Sharing"). AVEVA will use the Accessed Stream Count and Stored Stream Count to monitor Data Sharing and Customer will use Credits for Data Sharing as set forth in the Product Rate Plan (if applicable). AVEVA disclaims all liability or obligation relating to Data Sharing. Customer: (a) represents and warrants that it has the right to share with AVEVA or its Affiliates, subcontractors and sub-processors any and all personal information about the individuals provided in connection with Data Sharing; (b) is responsible for any and all acts or omissions on the part of the individuals and/or non-humans (e.g., bots, sensors, chips, devices, etc.) in connection with Data Sharing as if they were acts or omissions of Customer; (c) has obtained all necessary licenses, consents and rights to participate in Data Sharing; and (d) is solely responsible for all obligations in connection with Data Sharing and the Data Sharing Content accessed, uploaded, created, modified, distributed, transmitted, reproduced, and otherwise processed therein.
- 3.4. **Restrictions on Use.**
- 3.4.1 **Copy Restrictions.** Copyright laws and international treaties protect the Product, including the Documentation. Unauthorized copying of the Product, the Documentation or any part thereof, is expressly prohibited. All titles, trademarks, and copyright and restricted rights notices will be reproduced in such copies.
- 3.4.2 **Use Restrictions.** The Agreement only gives Customer some rights to use and access the Product or Documentation, 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 Product or Documentation only as expressly permitted in the Agreement. In doing so, Customer will comply with all technical limitations in the Product or Documentation, including those that only allow Customer to use the Product and Documentation in certain ways. Customer will not and will not permit others to:
- (a) reverse engineer, reproduce, decompile, recompile, disassemble, merge, modify, adapt or translate the Product or any component thereof (including Documentation), or create derivative works based on the Product (including Documentation), except and only to the extent that (i) applicable Law expressly permits, despite this limitation, (ii) AVEVA gives its prior written consent, or (iii) the Documentation accompanying the Product expressly permits;
 - (b) incorporate the Product into any other software program or software-as-a-service product not provided by AVEVA, except (i) for incorporation of such Product or Documentation with application program interfaces that AVEVA makes publicly available for such Product or Documentation or (ii) to the extent permitted to customize the Product in accordance with the accompanying Documentation;
 - (c) 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 Product or Documentation, except as may be permitted when using application program interfaces that AVEVA makes publicly available for such Product or Documentation;
 - (d) make more copies of the Product than as allowed in the Agreement or by applicable Law, despite this limitation;
 - (e) publish (or otherwise make available) the Product or Documentation, including any application programming interfaces included in the Product, or any programs or materials resulting from the Product or Documentation (excluding Customer Content), for others to copy;
 - (f) transfer, sublicense, rent, lease, sell, lend, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, make available, or assign the Product or any part thereof (including Documentation and any materials or programs, such as underlying software programs) to any other person or entity (except as expressly permitted by the Agreement);
 - (g) transfer the Product or Documentation to another location or to other equipment without the prior written consent of AVEVA (except as otherwise expressly permitted pursuant to the Agreement);
 - (h) use the Product or Documentation 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);
 - (i) use the Product or Documentation in a way intended to access or use the underlying infrastructure or to avoid incurring fees or exceed usage limitations;
 - (j) perform or disclose any of the following security testing of the Product or associated infrastructure without AVEVA's prior written consent: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing;
 - (k) use or access the Product or Documentation in a manner not permitted by (or otherwise inconsistent with) the Documentation;
 - (l) use the Product to build or support, directly or indirectly, products or services competitive to the Product; or
 - (m) perform any benchmark testing or any of the following security testing of the Products 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.
 - (n) Data collection failover deployments run only in parallel with the primary data collection deployment without an explicit license.
 - i. All other copies of Products running in parallel with the primary deployment must be explicitly licensed or subscribed to.
 - ii. For example, Products that are copied for backup purposes may not be used for training, testing, as a hot standby nor as a caching server. The Products may only be used to recover from a failure.
- 3.5. **Acceptable Use Policy.** Customer shall comply with, and ensure Users comply with, the Acceptable Use Policy and shall not use or permit the use of the Product in a manner that violates the Acceptable Use Policy, which is incorporated herein by reference.
- 4. PROVISION OF PRODUCTS.**
- 4.1. **Provision of Product.** AVEVA will provide the Products to Customer through AVEVA Connect substantially in accordance with the Agreement.
- 4.2. **Subscription Models.** AVEVA may offer to Customer various subscription models for the Product. Except as otherwise provided in the applicable Transaction Document, the terms and conditions relating to the applicable subscription models are as follows:
- 4.2.1. **Named User Model.** If the Product has been subscribed to on a Named User Model basis, then Customer's access to and use of the Product will be limited to the number of (and specified) Named Users set forth in the Transaction Document.
- 4.2.2. **Monthly Active User Model.** If the Product has been subscribed to on a Monthly Active User Model basis, then during any calendar month (as measured in Coordinated Universal Time (UTC)), Customer's access to and use of the Product will be limited to and not exceed the number of Monthly Active Users set forth in the Transaction Document.
- 4.2.3. **Daily Active User Model.** If the Product has been subscribed to on a Daily Active User Model basis, then during any calendar day (as measured in Coordinated Universal Time (UTC)), Customer's access to and use of the Product will be limited to and not exceed the number of Daily Active Users set forth in the Transaction Document.
- 4.2.4. **Hourly Usage Model.** If the Product has been subscribed to on an Hourly Usage Model basis, then Customer's access to and use of the Product will be limited to and will not exceed the number of hours set forth in the Transaction Document.
- 4.2.5. **Credit Based Subscription Model.** If the Product has been subscribed to on a Credit Based Subscription Model basis, then then Customer's access to and use of the Product will be limited to and will 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. The Customer's rights to use such Credits will expire at the end of 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 (1) month before Customer's projected usage will have consumed all remaining Credits.
- One (1) week before Customer's projected usage will have consumed all remaining Credits.
- When all Credits have been consumed.

Where the Customer's use of the Product exceeds the number of Credits (an "Overdraft") the Customer will be required to purchase additional Credits in the form of Top-Up Credits to remedy the AVEVA Connect Account being overdrawn, within forty-five (45) days of any Overdraft. AVEVA reserves the right to limit or deny access to future consumption of Credits if Customer fails to correct an Overdraft in accordance with this Section 4.2.5. Notwithstanding Section 3 (Payments and Invoicing) of the GTCs, if Customer owes AVEVA any unpaid fees or has any issued and outstanding invoice(s), Customer shall pay the full amount of such unpaid fees and/or invoice(s) to AVEVA prior to purchasing Top-Up Credits.

4.3. **Hosting.** Subject to Section 14 (Subcontractors and Data Centers) and Section 2.6.2 of the Data Processing Addendum, unless a specific hosting region is specified in an applicable Transaction Document for a Product, AVEVA shall host and provide the Product from such center(s) and location(s) as AVEVA may determine (including as may be necessary for any redundancy or backup purposes). This Cloud Services Addendum is subject to the Data Processing Addendum, which is incorporated into this Cloud Services Addendum by reference.

4.4. **Disclaimer of Third-Party Products and Services.** The Product may enable Customer to access, use, or purchase products and/or services from third parties (including through external websites). Any access, use, or purchase of such third-party products or services (including any content, data, information, pictures, or other materials available or provided through such third-party products or services) will be solely at Customer's own risk and AVEVA disclaims all liability or obligation relating to the same. Any contract entered into, and any transactions completed, relating to or in connection with such third-party products or services is between Customer and the relevant third party, not AVEVA.

4.5. **Modifications or Discontinuance of Content and Products.** At any time, AVEVA may modify, update the features, specifications, or functionality of any Product and/or any Documentation or discontinue any of the following that is made available or accessible through a Product (other than Customer Content except as otherwise permitted by the Agreement): software, machine images, data (including, but not limited to, engineering data, models, samples, libraries, and standards), information, text, audio, video, images, or other content or material contained in the Product, Documentation, application programming interfaces, sample code, libraries, command line tools, proofs of concept, templates, and other related technology. However, modifications will not compromise the material functionality of the Product. AVEVA will use their best efforts to notify Customers of any such modifications through Release Notes. AVEVA reserves the right to "end of life" any Product in accordance with its then-current end of life policy, which is located at <https://www.aveva.com/en/legal/policies-compliance/>

4.6. **Collection of Usage Metrics.** AVEVA and its licensors may collect, and process Usage Metrics and other information relating to the provision or use of the Products (a) for AVEVA's own internal purposes, (b) in order to ensure Customer's compliance with the Agreement and (c) to prevent fraud.

4.7. **Test and Partners Accounts.**

4.7.1. **Test Accounts.** Subject to Customer's compliance with all terms and conditions of the Agreement (including payment of all applicable fees), AVEVA grants to Customer a personal, non-exclusive, non-transferable limited right to access and use the Test Account, and all applications subscribed within, solely for non-production use for its internal business purposes. However, if Customer uses a Test Account for production purposes, AVEVA reserves the right to charge such Customer fees for the applicable Product. Customer shall not make the Test Account, or any applications subscribed within the Test Account, accessible or available for use by any other individual or entity unless expressly permitted by AVEVA. Customer is liable for (a) all acts or omissions (including non-compliance with terms of the Agreement) of Users, Affiliates, Permitted Third Parties, and (b) access to the Test Account by any other individuals or entities.

4.7.2. **Partner Accounts.** Subject to Customer's compliance with all terms and conditions of the Agreement (including payment of all applicable fees), AVEVA grants to Customer a personal, non-exclusive, non-transferable limited right to access and use the Partner Account, and all applications subscribed within, solely for (a) supporting the development, promotion and sale of Products via AVEVA Connect and (b) non-production use for its internal business purposes. However, if Customer uses a Partner Account for production purposes, AVEVA reserves the right to charge such Customer fees for the applicable Product. Partner Accounts are exclusively reserved for AVEVA's partners and such partners must have an active partner agreement with AVEVA in order to access a Partner Account and not be in breach of such agreement. If the partner agreement terminates or expires, then such Customer's Partner Account will immediately terminate and will not be renewed. Customer shall not make the Partner Account, or any applications subscribed within the Partner Account, accessible or available for use by any other individual or entity unless expressly permitted by AVEVA. Customer is liable for (i) all acts or omissions (including non-compliance with terms of the Agreement) of Users, Affiliates, Permitted Third Parties, and (ii) access to the Partner Account by any other individuals or entities.

4.8. **Preview Features.** AVEVA may make available Preview Features to Customer solely for enabling feedback. Customer is prohibited from using Preview Features for production purposes. If Customer uses Preview Features for production purposes, AVEVA reserves the right to charge such Customer a reasonable fee. AVEVA may offer Preview Features to Customer on a discretionary basis and AVEVA reserves the right to revoke or suspend Customer's usage of, or access to, any or all Preview Features at any time. AVEVA may grant access to Preview Features through the AVEVA Connect Account at no additional charge to Customer. Notwithstanding anything contrary in the Agreement, Customer's use of Preview Features will be at Customer's own risk and AVEVA offers Preview Features on an AS IS, WHERE IS, and AS AVAILABLE basis. Furthermore, AVEVA: (a) disclaims any and all liability, damages, or obligation relating to Preview Features; (b) will not indemnify or defend Customer for any Claim by any third party arising from or related

to Preview Features; (c) will not provide Support for Preview Features; (d) will not provide any service level commitments for Preview Features; and (e) makes no guarantee that Preview Features will be released for general availability at any time.

5. ADMINISTRATION AND RIGHTS OF ACCESS

5.1. **Responsibilities of Customer Authorized Officer.** Customer shall provide AVEVA with written notice of any changes to the name and/or contact information of the Customer Authorized Officer as listed on the applicable Transaction Document. The responsibilities of the Customer Authorized Officer shall be:

- 5.1.1. Serving as Customer's authorized representative for communicating with AVEVA; and
- 5.1.2. Providing AVEVA notice of any commercial decisions by Customer that affect funding of an AVEVA Connect Account or the use of Credits or Top-Up Credits;

5.2. **Responsibilities of Account Administrator.** Customer shall provide AVEVA with written notice of any changes to the name and/or contact information of the Account Administrator as listed on the applicable Transaction Document. The responsibilities of the Account Administrator shall be:

- 5.2.1. Administering the day-to-day operations of the account;
- 5.2.2. Inviting Users into an AVEVA Connect Account, subject to the restrictions set forth in Section 1.53 (User); and
- 5.2.3. Assigning any necessary User permissions in an AVEVA Connect Account.

5.3. **AVEVA Access Rights.** AVEVA may access the AVEVA Connect Account under the following circumstances and will not be liable for any downtime or Customer's loss of use during such access:

- 5.3.1. performance of maintenance and shut-down services;
- 5.3.2. routine checks that the system is running in order to validate the Service Levels AVEVA is committed to;
- 5.3.3. update and perform any other essential services, as and when required determined solely by AVEVA; or
- 5.3.4. at any time when the Account Administrator is unavailable to perform its essential functions.

6. SECURITY MEASURES AND DATA PRIVACY

6.1. **Security Measures.** AVEVA will implement commercially reasonable measures to secure and protect the Products, including against accidental or unlawful loss, access, or disclosure in accordance with the Data Processing Addendum.

6.2. **No Joint Data Controversy.** For the avoidance of doubt, the language governing joint data controllership in Section 6.1 (No Joint Data Controversy) of the GTCs is incorporated into this Cloud Services Addendum by reference.

7. SERVICE LEVEL COMMITMENT

This Section 7 applies to service level commitments for all Products other than service level commitments for (a) Products accessed through a Partner Account or Test Account, or (b) Preview Features.

7.1. **Service Levels.** During the Term, the Uptime for a respective Product type (the "Uptime Commitment") will be as specified at <https://www.aveva.com/en/legal/trust/servicelevel/>

7.2. If AVEVA does not meet the Uptime Commitment then, subject to Customer's compliance with Section 7.3 (Service Credits), Customer will receive a credit toward the cost of such Product as set forth in Section 7.3 (Service Credits) (the "Service Credit"). The Uptime Commitment does not include: (a) non-availability due to scheduled or emergency maintenance of the application services or AVEVA Connect; (b) instances where AVEVA has taken Type A, B, C, or D Product, as the case may be, offline due to the security interests of its business or its customers; (c) the availability and/or uptime of any third-party software not managed or controlled by AVEVA that is provisioned by Customer to Edge Devices; and (d) any unavailability caused by a Force Majeure condition. AVEVA may change or discontinue Service Levels from time to time but will provide ninety (90) days' prior notice to Customer before any material change to a Service Level. If the Customer objects to the change in case of a potential service degradation, reduced availability to operation critical systems or discontinuance of Service Levels, then AVEVA shall use its best efforts to address the objection through one of the following options (to be selected at AVEVA's sole discretion):

- 7.2.1. AVEVA will take the corrective steps or actions requested by the Customer; or
- 7.2.2. AVEVA will abort its plans based on the Customer's feedback.
- 7.2.3. If AVEVA is unable to address the objection through such means set forth in (i) or (ii) above, AVEVA may cease to provide, or the Customer may agree not to use (temporarily or permanently), the particular aspect of the Service or Product.

7.3. **Service Credits.**

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

7.3.2. If the calendar month Uptime percentage is above the applicable Service Level minus two percent (2%) but less than the applicable Service Level, then subject to Customer's compliance with Section 7.4 (Customer Obligations), Customer will receive a one-time credit of ten percent (10%) of the monthly fees for the affected Product due for the calendar month in which the Uptime failure occurred.

7.3.3. If the calendar month Uptime percentage is above the applicable Service Level minus five percent (5%) but less than the applicable Service Level minus two percent (2%), then subject to Customer's compliance with Section 7.4 (Customer Obligations), Customer will receive a one-time credit of twenty percent (20%) of the monthly fees for the affected Product due for the calendar month in which the Uptime failure occurred.

7.3.4. If the calendar month Uptime percentage is less than applicable Service Level minus five (5%) then, subject to Customer's compliance with Section 7.4 (Customer Obligations), Customer will receive a one-time credit of fifty percent (50%) of the monthly fees for the affected Product due for the calendar month in which the Uptime failure occurred. The maximum available Service Credit for failure to meet the Uptime Commitment for any given calendar month is fifty percent (50%) of the monthly fees for the affected Product for the applicable calendar month on Customer's next invoice.

7.4. **Customer Obligations.** In order to receive a Service Credit, Customer must notify AVEVA via email at feedback@aveva.com within thirty (30) days of the end of the calendar month in which AVEVA failed to meet the Uptime Commitment. The

notification must describe such failure in sufficient detail, to be determined in AVEVA's reasonable discretion, and include the dates and times of any Downtime in order for AVEVA to confirm such failure. If Customer does not send timely and proper notice as set forth in this Section 7.4, then Customer waives its right to receive the Service Credit for the calendar month in which AVEVA failed to meet the Uptime Commitment.

8. CUSTOMER OBLIGATIONS AND CONTENT.

- 8.1. **Customer Content.** Customer shall obtain all rights related to Customer Content required in connection with the performance, receipt or use of the Products and hereby grants all necessary rights and permissions to enable AVEVA, its Affiliates, its subcontractors, and its Sub-processors to host, use, copy, provide, store, distribute, transmit, access, modify, display, and otherwise process the Customer Content using the Products or to fulfill AVEVA's obligations under the Agreement, including making necessary disclosures and obtaining all licenses, permits, approvals, or consents required in connection with any Personal Data or regulated content in the Customer Content. Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of Customer Content. Without prejudice to the Data Processing Addendum, Customer is responsible for (a) all security vulnerabilities, and the consequences of such vulnerabilities, arising from Customer Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Customer Content, and (b) all use by Customer or Users of the Products in a manner that is inconsistent with the Agreement. To the extent Customer discloses or transmits Customer Content to a third party (including by allowing a third party to access Customer Content as a User), AVEVA is no longer responsible for the security, integrity or confidentiality of such content outside of AVEVA's control.
- 8.2. **Provision of Information.** In order to use or access the Product, Customer must provide details as specified by AVEVA during the registration process for at least one Account Administrator. The Account Administrator can then register for User Credentials for Users for their access to the Product. User Credentials are personal, and Customer may not sell, transfer, sublicense, or otherwise assign them to any other person or entity.
- 8.3. **Specific Customer Responsibilities.** Customer is solely responsible for Customer's and Users' use of the Products and shall: (a) make all Users aware of and ensure Users' compliance with the terms of the Agreement and indemnify AVEVA for any such non-compliance by Users; (b) be liable for any fees for Users who the Account Administrator has registered to the Products; (c) not allow any User Credentials to be used by more than one individual User unless it has been reassigned in its entirety to another individual, in which case the prior User shall no longer have any right to use or access the Products; (d) ensure that the use and access of the Products and provision and submission of any Customer Content does not violate any AVEVA policy, applicable Law, or the Agreement, including the AUP; (e) provide any reasonably necessary information and cooperation for AVEVA to provide the Products; (f) be responsible and liable for all activities of Users and for any use of Customer's User Credentials and shall ensure that the User Credentials are kept confidential and secure (AVEVA will not be responsible for any unauthorized access through Customer's User Credentials); (g) ensure that Customer Content is compatible with the application program interfaces; (h) ensure that Customer's network and systems comply with relevant specifications and requirements that may be provided by AVEVA from time to time; (i) be solely responsible for procuring and maintaining any systems, network connections, and telecommunications links necessary to access any Products (including any application program interfaces); and (j) use commercially reasonable efforts to prevent any unauthorized use of or access to the Products (and upon becoming aware of such unauthorized use or access, promptly notify AVEVA of such use or access).
- 8.4. **No Special or Specific Data.** Unless otherwise specified in the applicable Transaction Document or Schedule for a particular Product, Customer Content may not include any sensitive or special categories of personal data that imposes specific data security, data protection obligations, or governmental regulations on AVEVA, including, but not limited to: (a) the Health Insurance Portability and Accountability Act of 1996 (HIPAA); (b) Gramm-Leach-Bliley Act of 1999 (GLB); (c) all applicable Laws and non-governmental standards protecting payment data (including Payment Card Industry Data Security Standard (PCI-DSS) and Payment Application Data Security Standard (PA-DSS)); (d) all Laws concerning the protection, transport, storage, use and processing of sensitive or special categories of personal data (including under the EU General Data Protection Regulation); and (e) all applicable Laws similar to those laws listed in subsections (a) through (d) above.
- 8.5. **Return of Customer Content During the Term.** Without prejudice to the Data Processing Addendum, Customer may request in writing during the Term that AVEVA return to Customer any Customer Content stored on the Product. Following receipt of such request, AVEVA will (at Customer's expense) use commercially reasonable efforts to return (in AVEVA's standard format or any other format selected by AVEVA) such Customer Content within sixty (60) days after receipt of such request.
- 8.6. **Return of Customer Content Following Expiration or Termination.** Without prejudice to the Data Processing Addendum, upon Customer's request before the sixtieth (60th) day after the expiration or termination of the applicable Transaction Document, AVEVA will return (in AVEVA's standard format or any other format selected by AVEVA) or remove Customer Content from the Products, except where required to retain such Customer Content in accordance with applicable Law. AVEVA may charge for certain activities performed at Customer's request (such as delivering Customer Content in a specific format).
- 8.7. **Customer Content.** Without limiting the generality of the definition of "Customer Content" in the GTCs, the Parties acknowledge and agree that "Customer Content" will not be deemed to include the Products, the software agents, applications and tools that AVEVA makes available to Customer, the Products, the AVEVA Intellectual Property Rights, and any and all derivative works of the foregoing. However, "Customer Content" will be deemed to include any Third-Party Content that is brought by Customer into the Products by Customer's (or any User's) use of the Products.
- 8.8. **Legal and Regulatory Requirements.** Customer acknowledges and agrees that Customer is solely responsible for Customer's compliance with any Laws. Customer is solely responsible for ensuring that the Product meets all requirements (whether technical, functional, legal, or otherwise) that are necessary for Customer to fulfill its compliance obligations. If the Product does not meet Customer's requirements, then Customer should not use the Product.
- 8.9. **Data Retention System.** Customer acknowledges and agrees that the Product is not intended to act as a document or data retention system for Customer. The Product has limited capacity to store Customer's data (including the Customer Content) and

Customer must store and backup such data (including the Customer Content) in a separate system. Customer is also responsible for all individuals' personal information or all information Customer considers confidential that is included in the Customer Content. Following the sixtieth (60th) day after the expiration or termination of the applicable Transaction Document, AVEVA shall have no further obligations to continue to hold, store, export or return the Customer Content. AVEVA will have no liability for deletion of any Customer Content in accordance with the Agreement.

9. SUSPENSION OF PRODUCTS.

- 9.1. **Suspension Rights.** AVEVA may immediately suspend or limit Customer's or any User's right to access or use all or any part of a Product, including any AVEVA Connect Account, with or without notice to Customer if, in AVEVA's reasonable opinion as applicable, (a) the use of or access to such Product (i) poses a security risk to AVEVA or others or impacts the functionality of the Product, (ii) adversely impacts AVEVA's or its licensor's or its service provider's systems or the Product, or (iii) adversely impacts the access to or use by AVEVA's other customers of such Product; (b) Customer is in breach of applicable Laws; (c) Customer is in breach or violation of the Agreement, including its payment obligations; (d) directed or requested by any law enforcement or regulatory agency; or (e) a Force Majeure condition occurs. If AVEVA suspends or limits Customer's or User's right to access or use all or any part of a Product, including an AVEVA Connect Account, then AVEVA will use reasonable efforts to provide advance notice to Customer to the extent practicable.
- 9.2. **Restoration of Product.** If AVEVA suspends or limits any right to access or use the Product in accordance with Section 9.1 (Suspension Rights), then AVEVA will use commercially reasonable efforts to restore such access or use as soon as practicable after Customer has resolved the problem or incident giving rise to such suspension.
- Material Breach of Agreement.** Any incident or problem that would permit AVEVA to suspend or limit any use or access rights pursuant to Section 9.1 (Suspension Rights) will be deemed to be a material breach of the Agreement.
- 10. **DISCLAIMER.** Customer acknowledges and agrees that in no circumstance will AVEVA be liable for (a) investments, expenditures, or commitments related to the access or use of a Product, (b) AVEVA's reliance on any information provided by an individual, entity, or other organization using Customer's login credentials (or any User login credentials), or (c) temporary unavailability of all or parts of a Product subject to the terms with respect to the Service Levels.
- 11. **HIGH RISK USE AND INDUSTRY AND CATEGORICAL RESTRICTIONS.**
- 11.1. **High Risk Use. THE FOLLOWING CLAUSE APPLIES ONLY TO PRODUCTS UTILIZING MICROSOFT'S SQL SERVER.** The Product 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 Product support plan, Customer has no right to use (and must not use) the Product in any application or situation where the failure of the Product 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 Product 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.
- 11.2. **Industry and Categorical Restrictions. THE FOLLOWING CLAUSE APPLIES ONLY TO AVEVA'S BOCAD AND FABTROL PRODUCTS.** Customer shall not use the Product 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. In addition to Customer's indemnification obligations set forth in Section 9.3 (Indemnification by Customer) of the GTCs, if Customer does not provide such details and receive such prior written approval, then Customer will indemnify, defend, and hold harmless AVEVA and its Affiliates for any claims or liability that results from or is related to Customer's use of the Product in such areas.

12. AUDITS AND VERIFICATION.

- 12.1. **Record Keeping.** As part of the Products, AVEVA maintains records of Users and from where they logged on.
- 12.2. **Verification of Use.** Customer will monitor its own use of the Products and report any use in excess of the Usage Metrics to AVEVA. AVEVA may monitor and audit Customer's use of the Products to verify compliance with the Usage Metrics and the Agreement. 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 permitted quantities or levels by at least five percent (5%), underpayment of any fees, or breach of the Agreement.

13. SUPPORT SERVICES AND MAINTENANCE.

- AVEVA will maintain and support the Product in accordance with AVEVA's then-current maintenance and support policies.
- 13.1. **Maintenance Schedules:** AVEVA shall use commercially reasonable efforts to provide Customers with notice of any Scheduled Downtime and Emergency Downtime as set forth below:

Maintenance Schedules	Notice period
Scheduled Downtime	72 hours
Emergency Downtime	AVEVA will endeavor to provide prior notice of any service impacting Emergency Downtime as is reasonably practicable.

14. SUBCONTRACTORS AND DATA CENTERS.

Subject to the Data Processing Addendum, AVEVA reserves the right to contract with third-party subcontractors or Affiliates to provide all or part of the Product on behalf of AVEVA and AVEVA may change or replace such subcontractors or Affiliates at any time in its sole discretion. Customer understands and agrees that AVEVA, its Affiliates, and its subcontractors may perform certain aspects of the

Product, such as (but not limited to) service administration, hosting, support, and/or disaster recovery, from data centers and other facilities located throughout the world. As such, Customer acknowledges and agrees that use of the Product may result in the Customer's data (including, but not limited to, any Customer Content) being collected, transferred, processed, and/or used in any area of the world, subject to Section 2.6 of the Data Processing Addendum.

15. **DISCLAIMER OF WARRANTIES.**

15.1. **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 CLOUD SERVICES ADDENDUM BY REFERENCE.

16. **ADDITIONAL INDEMNIFICATION.**

In addition to Customer's indemnification obligations set forth in Section 9.3 (Indemnification by Customer) of the GTCs, 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 use of or access to Third-Party Products; (b) AVEVA's use of or access to Customer's software, machines, equipment, systems, information technology environment, or premises in connection with the provision of any support services; (c) Customer's or its Affiliate's use of the Product in connection with any High Risk Use; (d) Customer's or its Affiliates' failure to (i) provide the details and/or (ii) receive the prior written approvals as specified in Section 11.2 (Industry and Categorical Restrictions); and (e) Data Sharing and any Data Sharing Content therein, including any and all acts or omissions on the part of the individuals and/or non-humans (e.g., bots, sensors, chips, devices, etc.) in connection with Data Sharing.

17. **NOTICE.**

Notwithstanding the notice provisions contained in Section 15.5 (Notices) of the GTCs, any notices or other communications required or permitted to be provided pursuant to this Agreement may be provided by AVEVA to Customer (i) on the AVEVA portal for the Product or (ii) by electronic mail to Customer's email address on record in AVEVA's account information records.