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CUSTOMER FIRST User Guide

AVEVA



AVEVA Customer FIRST Program User Guide

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1. AVEVA Customer FIRST Program

The AVEVA Customer FIRST program is a fee based software maintenance and technical support program designed for end-users to extract and retain the maximum benefit from their AVEVA software investments. Customer FIRST is purchased in the form of an annual or multi-year agreement that can be renewed for continued coverage. The program is the foundation of your service and support relationship with AVEVA and our global partner network. It offers a comprehensive portfolio of services, including software version upgrades and maintenance, expert technical support and success-based services to help you get the most value possible from your investment in our software and keep your operations running smoothly.

The AVEVA Customer FIRST program helps you get:

- Continuous software maintenance and innovation through software version upgrades to evolve your software solution to best address your changing business needs
- Access to technical support experts that are adept at resolving issues quickly, capitalizing on years of experience
- Optional services, resources, and system management applications to efficiently maintain and optimise the performance of your software and meet your changing business needs

Customer FIRST offers exceptional customer-focused software maintenance, services and support and is specifically designed to help you:

- Improve Operational Performance through accelerated project development and maximize return on investment while minimizing implementation risk
- Protect Critical Investments through product enhancements and the newest technology upgrades, keeping your software and applications current and “state-of-the-art”
- Maximize Asset Performance through improved performance levels of your system and plant assets Reduce Total Cost of Ownership (TCO) by minimizing downtime and process interruption and improving operator productivity

1.1. Program Overview

The AVEVA Customer FIRST program is a portfolio with four distinct program levels – Primary, Standard, Premium and Elite. Your program level selection may depend on project and commissioning milestones, the complexity and criticality of your operations, the maturity of your systems and the expertise of your project resources. The following chart depicts the core features of the Customer FIRST Program levels¹.

Included Services	Primary	Standard	Premium	Elite
Technical Support and Services				
Business Hours Technical Support (Normal Local Business Hours)	✓	✓	✓	✓
Knowledge and Support Centre Website	✓	✓	✓	✓
Customer FIRST Mobile Apps	✓	✓	✓	✓
eLearning *	✓	✓	✓	✓
En Route Response Plan for Billable Onsite Corrective Assistance	NBD	NBD	24 hours	4 hours
Discount on Technical Support Consulting Services		5%	10%	20%
Level 2 Direct/Advanced Technical Support		✓ **	✓	✓
Emergency 24-Hour Technical Support (24/7)			✓	✓
Customer FIRST Program Reviews (Per Year)			1	2
Technical Support Priority Response Commitment				✓
Software Maintenance And Utilities				
Software Maintenance Releases, Service Packs, Patches, Updates and Hotfixes	✓	✓	✓	✓
Software Version Upgrades and Revisions		✓	✓	✓
Software Asset Manager (for Wonderware, Citect, Ampla)		✓	✓	✓
License Assurance			✓	✓
Discount on Test and Offline Development System Licenses			✓	✓
Sentinel System Monitor***				✓
Additional Benefits: Minimum Contract Spend Required				
Included Training for your AVEVA software product (Classroom, eLearning or Virtual Instructor-led)			1	2
Block of Technical Support Consulting Services included			16	24
Complimentary Invitations to AVEVA Software Customer Events			2	5
Dedicated Customer Portal			✓	✓
Technical Account Management Team			✓	✓
Annual Lifecycle Assessment and Upgrade Planning Roadmap			✓	✓

*Availability of eLearning modules varies depending upon AVEVA product

**Customers who purchase their agreement from AVEVA directly are entitled to access AVEVA Global Customer Support Level 2, regardless of program level enrollment

***For Wonderware products only

¹ The availability of specific program levels varies depending upon the AVEVA solutions you have installed. Your salesperson can advise you.

1.2. Optional Services

The AVEVA Customer FIRST Program also offers the flexibility to tailor your Support and Services agreement to the specific needs of your business by layering Optional Services on top of your core program level. The services are designed to further help you reduce costs, maximize productivity, accelerate projects and protect your investment. Please refer to the Optional Services catalogued in Section 9 for more information on available services.

2. Pricing

The AVEVA Customer FIRST Program is an annual fee-based software maintenance and support program. The annual fee is calculated as a percentage of the list price of AVEVA software at your facilities or sites.

2.1. Support Reinstatement for Lapsed Enrollment

AVEVA *strongly encourages* you to renew your Customer FIRST support enrollment on time and prior to the expiration date. Your entitlement to access AVEVA technical support and service resources (including access to our Knowledge and Support Centre website) will expire on your Customer FIRST agreement end date. Additionally, should a lapse in your support enrollment occur, you may be charged a reinstatement fee. The amount of the reinstatement fee may increase the longer the enrollment has lapsed, so *please* renew your Customer FIRST enrollment before it expires.

3. Included Services

AVEVA is focused on helping you transform your operations by empowering you to be more agile, more efficient, more effective and more competitive, with outstanding, innovative open systems.

The AVEVA Customer FIRST Program delivers essential support and services to help you achieve maximum system performance and reliability. Whether you are planning your new installation, running stable operations with no desire to change anything, keeping your systems up to date with the latest updates, or planning a major upgrade to your existing installation, the Customer FIRST Program provides a comprehensive and continuously evolving portfolio of valuable services that help you maximize your return on investment, mitigate risk and ensure continued success.

3.1. Technical Support and Services

3.1.1. Business Hours Technical Support (Normal Local Business Hours)

Included in the following support levels: Primary, Standard, Premium, Elite

AVEVA provides expert technical assistance during normal business hours via regional support centres and locally-based service engineers. Each request is processed through a well-defined multi-level response model that assures a skilled and timely response appropriate to the urgency and complexity of the reported situation. Reported situations are assessed according to the impact on the customer's production, safety or environment.

Notes:

- All customers who purchase their Customer FIRST agreement through an authorized AVEVA Distributor are served by Level 1 Distributor CSP (Certified Support Provider) distribution facilities during local business hours.
- Customers participating in the Primary or Standard level of the program who have purchased their agreement through a local Distributor will be entitled to support solely from that distributor.
- Customers participating in the Premium or Elite level of the program who have purchased their agreement through a local Distributor will also be entitled to contact AVEVA Global Customer Support directly during business hours (see *Level 2 Direct/Advanced Technical Support* feature below).

- Customers who purchase their Customer FIRST agreement from AVEVA directly are entitled to access AVEVA Global Customer Support directly, regardless of program level enrollment.

3.1.2. Knowledge and Support Centre Website

Included in the following support levels: **Primary, Standard, Premium, Elite**

Reliable information is the key to effective product and system usage. AVEVA makes available its extensive knowledgebase of technical user documentation, issue solutions, product trends and software updates through our Knowledge and Support Centre website. Your website access also allows you to leverage the knowledge of your peers using our Community forums.

The AVEVA website provides you with online support case management. You can submit online service requests for technical support; if qualified for handling as a technical support case, a case number will be issued. Submitted cases may then be reviewed online² by the submitter.

Our Knowledge and Support Centre website address is: <https://softwaresupport.aveva.com/>

3.1.3. Customer FIRST Mobile Apps

Included in the following support levels: **Primary, Standard, Premium, Elite**

The Customer FIRST Apps are mobile applications (smartphone or tablet application) designed to help you understand your support and service entitlements and provide you with information to help you realize the value from your investment in the Customer FIRST Program. There are currently two apps available for our customers:

1. The **Customer FIRST Benefits App** provides you with the latest information regarding the Customer FIRST Program, including your technical support ID for accessing support, and real-time notification of available software updates that can then be downloaded via Electronic Software Delivery (ESD). You can use the app to review our upcoming customer events and training classes or send a one-click request to your local salesperson for the latest software updates.
2. The **Customer FIRST Support App** is integrated with AVEVA's Knowledge and Support Centre, allowing you to submit and review your cases when you're on the move.

The Customer FIRST Mobile Apps support both iPhone and Android devices.

Note:

- Your login credentials for our Knowledge and Support Centre website are also your username and password for our apps.

3.1.4. eLearning

Included in the following support levels: **Primary, Standard, Premium, Elite**

The journey to performance can be efficient and effective when using well-designed training programs. AVEVA Learning Services provides all the components to effectively bridge the gap between where you are today in terms of technical performance and where you want your personnel to be in the future. Your Customer FIRST enrollment gives you access to a wide range of online training webinars which include a collection of feature specific recorded lectures and software demonstrations.

Note: Add note from matrix re limited availability of content for some product

- Qualified eLearning webinars are designated with a "Customer FIRST Eligible" icon within our course catalogue. You will need to enter your Customer FIRST agreement ID (i.e. contract number) at the time you register for your

² Cases opened with your local AVEVA CSP will not be visible on the AVEVA Knowledge and Support Centre Website

selected webinar to recoup your training benefit. You can find your Customer FIRST agreement ID by clicking on the “Customer FIRST Program Information” icon on your Knowledge and Support Centre website homepage.

3.1.5. En Route Response Plan for Billable Onsite Corrective Assistance

Included in the following support levels: Primary, Standard, Premium, Elite

AVEVA solutions are reliably supported through a remote connection (VPN or web conference). This approach provides fast, effective support, particularly in emergency situations. In the event that our Technical Support Engineers are unable to resolve your technical support case using remote support methods, AVEVA resources are available to provide hands-on corrective assistance at your site.

A skilled AVEVA Technical Support Engineer will commit to providing a plan within the designated timeframe to travel to your site to perform necessary corrective actions to return your production system or application from an emergency situation that involves the loss of significant operational functions to stable, operational state. These activities may include system troubleshooting, and software restoration³ or correction due to data corruption.

While this type of support is typically time-sensitive in nature, en route response time commitment⁴ is determined by the level of Customer FIRST support enrollment:

- Elite – 4 hours*
- Premium – 24 hours*
- Standard – Next Business Day*
- Primary – Next Business Day*

Notes:

- Activities that are not covered by Onsite Corrective Assistance include application work, block configuration, display creation, historian creation, software installation, preventative maintenance work and startup support.
- Labor and materials, travel and living expenses are billable. Billable labor hours include travel time, time spent obtaining plant access, time spent onsite and offsite performing evaluations and preparing documentation necessary for the assigned tasks.

3.1.6. Discount on Technical Support Consulting Services

Included in the following support levels: Standard, Premium, Elite

AVEVA Consulting Services enable you to leverage skilled AVEVA resources that can help you manage complex migrations, optimize the performance of your existing assets, conduct routine performance assessments and assist you with new product deployment. The Customer FIRST Program provides you with access to discounts on Consulting Services when purchased in conjunction with your support and services enrollment.

Whether you are planning a new project and need help architecting a solution or want recommendations to optimize the performance of your existing application for a single-site project or a global, enterprise-wide engagement, we will help you make arrangements with qualified resources within AVEVA. As always, AVEVA Consulting Services combine best-in-class software technologies with in-depth process, plant and IT expertise.

³ Software restoration may be accomplished using install discs or via download. If the customer’s data is corrupt, there may be no recourse, in some cases, to restore corrupted user data.

⁴ *This commitment is dependent upon availability of regional resources and arrival time is dependent on transportation contingencies beyond AVEVA’s control. Your AVEVA sales representative will work with you to define the response commitment appropriate for your site.

- Elite – 20% discount
- Premium – 10% discount
- Standard – 5% discount

3.1.7. Level 2 Direct/Advanced Technical Support

Included in the following support levels: Premium, Elite

The Customer FIRST program provides Premium and Elite level members with direct access to experienced technical resources within the AVEVA Global Customer Support team. As such, you have the flexibility of engaging your local distributor (if you purchased your support agreement through one) or with AVEVA Global Customer Support Level 2 directly for any technical issue you encounter.

3.1.8. Emergency 24-Hour Technical Support (24/7)

Included in the following support levels: Premium, Elite

AVEVA provides emergency technical support outside of normal business hours for situations that involve loss of significant software operational functions on the production system or plant downtime situations.

3.1.9. Customer FIRST Program Reviews (Per Year)

Included in the following support levels: Premium, Elite

AVEVA, in conjunction with your local distributor sales representative⁵, will review the Customer FIRST Support and Services program performance periodically with you on a schedule determined by your program level enrollment. AVEVA will take this opportunity to review technical support activity, both remote and onsite, and other services usage as applicable to the products covered by your Customer FIRST enrollment, plus lifecycle management and other technical topics of value to your site.

The Premium level enrollment includes an annual review and the Elite level enrollment includes twice yearly reviews.

3.1.10. Technical Support Priority Response Commitment

Included in the following support levels: Elite

Your technical support cases will receive prioritized handling by our Global Customer Support team. With Priority Case Management you are ensured that you will have expedited access to our technical support engineers when opening your cases, leading to expedited resolution times⁶.

3.2. Software Maintenance and Utilities

3.2.1. Software Maintenance Releases, Service Packs, Patches, Updates and Hotfixes

Included in the following support levels: Primary, Standard, Premium, Elite

With the Customer FIRST Program, AVEVA provides releases and fixes for covered software related to your application that is released during your enrollment period. This entitlement applies to software that is in a current lifecycle phase.

Maintenance releases provide corrections to software defects within a software revision level.

Media will be made available upon release, in electronic or physical format as appropriate, during the coverage period of your program enrollment. AVEVA makes no guarantee that maintenance releases will become available during the agreement period.

⁵ Where applicable.

⁶ Total time to resolution will depend upon the complexity of the reported issue and customer engagement during the case management and resolution process.

Note:

- Installation labor for version licenses, revision releases, maintenance releases, service packs, patches and updates, and startup activities is not included in this program feature. These activities may require the scheduling of a separate site visit for which the labor terms of your enrollment will apply.

3.2.2. Software Version Upgrades and Revisions

Included in the following support levels: Standard, Premium, Elite

Keep your software and systems up-to-date with access to software version upgrades and revision releases. The Customer FIRST program provides you with the ability to upgrade and keep covered AVEVA software continuously current.

The version release is the most significant software upgrade. It generally contains major new features and enhancements. The Revision release generally contains both software correction and minor enhancements.

License(s) and upgrade media will be made available upon release, in electronic or physical format as appropriate, during the coverage period of your program enrollment. AVEVA makes no guarantee that version and revision releases will become available during such enrollment period.

Software version upgrade and revision installation and startup activities are not part of the Customer FIRST Program - these activities require the scheduling of a separate site visit for which the labor terms of your enrollment will apply.

Operating Systems and other 3rd party software (i.e. operating systems, anti-virus software etc.) upgrades are not included under this benefit.

Note:

- Availability of version upgrades and revisions is subject to our Software Lifecycle Policy, available on our Knowledge and Support Centre website.
- Your Customer FIRST enrollment must be active at the time the software version upgrade or revision is requested. Eligibility to request upgrades and revisions at no charge ends at agreement expiration. Additionally, the following eligibility requirements must be met:

Version Upgrade Eligibility:

- Upon enrollment, AVEVA software must be at the current/preferred minimum Version level in order to be eligible for future AVEVA Version upgrades. If AVEVA software is not at the current/preferred minimum Version level at the time the Customer FIRST agreement is executed, the customer must first purchase the upgrade version to get current. Once the above criteria is met, entitlement to future AVEVA software Versions begins and will continue for as long as an active Customer FIRST agreement (Standard, Premium or Elite level) is maintained with no lapse in support coverage.

Revision Upgrade Eligibility:

- For customers enrolled in Standard, Premium or Elite levels of Customer FIRST Program, the eligibility for the future AVEVA revision upgrades will continue for as long as an active Customer FIRST agreement (Standard, Premium or Elite level) is maintained with no lapse in support coverage.

3.2.3. Software Asset Manager (for Wonderware, Citect, Ampla)

Included in the following support levels: Standard, Premium, Elite

The Software Asset Manager (SAM) provides you with the ability to automate the management of your physical software and license inventory as well as providing automated functions for software update assessment, acquisition and deployment in a secured and private environment.

Software Asset Manager is designed to include the most current and cutting edge cyber-security practices, and is delivered as a non-intrusive, portable service that can be used without impacting your systems performance or interrupting your production.

3.2.4. License Assurance

Included in the following support levels: Premium, Elite

The Customer FIRST Program entitles customers enrolled in the Premium or Elite level to reissuance of lost licenses/license keys at no additional charge. Customers are entitled to make up to two (2) requests to have lost licenses/license keys reissued during their annual agreement period.

Where your AVEVA product is licensed to a specific computer/MAC address, in the event the original machine is decommissioned, Customer FIRST entitles customers to re-host the original licenses on a new machine at no additional cost.

3.2.5. Discount on Test and Offline Development System Licenses

Included in the following support levels: Premium, Elite

The Test, Simulation, and Emergency Back-up System Program is designed to duplicate or mirror some or all On-Line (i.e. production) system with an Off-Line (i.e. non-production) system for the purposes of testing, simulation, or emergency back-up such as disaster recovery or failover. The Customer FIRST Program provides access to a 50% discount on software licenses to be used for the duplicate system.

Notes:

- Customers must agree that all software licenses in the Off-Line system will solely be used for non-production testing or simulation or emergency back-up purposes and for no other purposes whatsoever. Applicable system will be non-production off-line except for temporary periods during emergency back-up situations such as disaster recovery or failover (Off-Line System).
- The Off-Line system licenses are to be identical to the On-Line system licenses in product type but may be of lesser quantity or functional capacity (lower IO, lower tag count, less Equipment). Certain product exclusions may apply – please ask your salesperson for further information.

3.2.6. Sentinel System Monitor (for Wonderware)

Included in the following support levels: Elite

The Sentinel software application—installed at your plant—continuously monitors your Wonderware applications and system hardware, identifies upset conditions and alerts you to potential issues before they manifest into real problems like software application errors or machine downtime events. Sentinel helps you maximize system availability and increase your production yield and revenue while also enabling you to better manage system resources to improve asset performance. The Sentinel application will allow you to:

- Identify and address issues early to avoid adverse effects on operations
- Monitor your assets 24/7/365, with early notification of issues
- Quicken resolution times with pinpoint error detection
- Effectively manage your staff with automated system management

- Reduce the volume of high priority issues
- Streamline the diagnosis process with precise alert notification

3.3. Additional Benefits: Minimum Contract Spend Required

3.3.1. Included Training for your AVEVA software product (Classroom, eLearning or Virtual Instructor-led)

Available to the following support levels: Premium, Elite

Get the training solution you need with a comprehensive, world-class training course that matches the power and excellence of your AVEVA software. You can apply your included training benefit to attend training courses at one of our training facilities. Alternatively, take advantage of our flexible training options by accessing one of our eLearning modules. The range of eLearning offerings includes full-product courses in self-paced formats and topic-specific modules, with recorded lectures and software demonstrations to illustrate concepts and procedures:

- eLearning curriculums: These are bundles of related eLearning courses that provide structured lesson plans for specific products. The overall cost of an eLearning curriculum is lower than purchasing the eLearning courses separately.
- Web-based training: This category includes recorded versions of our instructor-led training classes, as well as topic-specific modules.
- Recorded instructor-led training: These are recorded versions of our instructor-led training classes. They are categorized in the course registration system as “Web-Based Training.”
- Webinars: This category is a collection of feature-specific recorded lectures and software demonstrations.

Qualified Customer FIRST members will receive:

- Premium – 1 seat*
- Elite – 2 seats*

Note:

- *This is the base quantity provided to customers meeting the minimum spend. Depending on your spend, you may qualify for additional quantities.
- This entitlement covers the registration fee for the training course only and does not include Travel and Living expenses such as hotel, transportation, meals, etc. related to classroom attendance at one our training facilities.
- Unused seats cannot be rolled forward into the next 12-month term or Agreement coverage period.

For more information about AVEVA training visit our website at: <https://sw.aveva.com/training>

3.3.2. Block of Technical Support Consulting Services included

Available to the following support levels: Premium, Elite

The Customer FIRST Program provides qualified enrolled customers with a block of onsite or remote Technical Support Consulting Services for larger installations. Your block of Technical Support Consulting Services can be used, for example, for system health checks or optimization audits and software migration review.

- Premium – 16 hours*
- Elite – 24 hours*

Notes:

- *This is the base quantity provided to customers meeting the minimum spend. Depending on your spend, you may qualify for additional quantities.
- Travel and living expenses related to an onsite visit are billable. Any labor hours that are required to complete onsite work that are in excess of those hours provided under the agreement are billable.
- Premium or Elite customers who are qualified for a Technical Account Manager (TAM) can elect to use these hours for an onsite support visit from their TAM.
- Unused hours cannot be rolled forward into the next 12-month term or Agreement coverage period.

3.3.3. Complimentary Invitations to AVEVA Customer Events

Available to the following support levels: Premium, Elite

AVEVA hosts customer-focused events on an annual basis. These events provide customers with a tremendous opportunity to meet with AVEVA core engineering, development, executive management and technical support staff, as well as to discuss corporate direction and preview emerging solutions from AVEVA.

The Customer FIRST Program provides qualified customers with complimentary passes to these events.

- Premium – 2 passes*
- Elite – 5 passes*

Note:

- *This is the base quantity provided to customers meeting the minimum spend. Depending on your spend, you may qualify for additional quantities.
- This entitlement covers the registration fee for the AVEVA Customer event and does not include Travel and Living expenses related to attending the event.

3.3.4. Dedicated Customer Portal

Available to the following support levels: Premium, Elite

AVEVA offers a web-based Customer Portal that provides a universal window into your global organization. This tool is designed to better facilitate AVEVA's support and commercial relationship with you and to enable you to coordinate initiatives and collaborate within your own internal ecosystem. Functionality may include the following⁷:

⁷ Customer Portal functionality may vary by brand.

- My Library: Collaborate with users from within your own organization, as well as AVEVA Global Customer Support and other external users (such as your SI's) that have been approved for access. The Library section also allows users to post objects, code, documents, etc. to be shared with other users.
- Enhanced report access:
 - Global Site listings
 - Purchased license reports
 - Support history reports
- Profile and Contact Management: Add users, ensure the integrity of site information, and manage/restrict levels of access to the portal.

3.3.5. Technical Account Management Team

Available to the following support levels: Premium, Elite

The Technical Account Management Team is dedicated to handling complex support requirements for a select number of customer accounts. As a member of this team, your Technical Account Manager (TAM) will use their technical problem solving and management skills to act as your dedicated support liaison within AVEVA. Your TAM will coordinate the functional expertise and resources needed to facilitate and expedite activity on your behalf on all support issues.

You benefit because you will deal with a team of technical experts who start from a baseline of knowledge about your account and who, over time, will gain expertise in your individual systems and software applications. In short, the TAM relationship helps you circumvent the common barrage of requisite technical questions and provides confidence that technical issue resolution remains a priority.

3.3.6. Annual Lifecycle Assessment and Upgrade Planning Roadmap

Available to the following support levels: Premium, Elite

AVEVA understands that you have a need and a responsibility to maintain and upgrade your software systems as critical parts of your business. Since all products move through lifecycle phases as they age, you will benefit from having a clear understanding of product lifecycle phases, which have a direct relationship to the supportability of each product. The Lifecycle Assessment and Upgrade Planning Roadmap provides you with a top level view of the current lifecycle status of the products in use at your site and outlines, at a high level, an upgrade path, allowing you to more effectively plan for the future.

This service focuses on identifying a logical progression for the potential upgrade of your AVEVA software products.

Note:

- This service requires a thorough, up-to-date listing of installed software. If not readily available from our customer, AVEVA may perform a billable (including labor hours, travel and living expenses) onsite visit to perform a physical inventory of the customer's systems.

4. AVEVA Global Customer Support

AVEVA ensures that the utmost care is taken at every step of the development, manufacturing and on-going support cycles that, in turn, affect our relationships with our customers. Stringent procedural methodologies are employed in the daily operations of Customer Support centres.

Support activities are measured against targeted service levels to help ensure we provide a high-quality support experience for our customers. Periodic internal and external audits ensure that organizational processes stay on track. External surveys help us understand our customers’ perceptions of their support experience.

Service Capability & Performance (SCP) Certification

AVEVA’s world-class reputation for Customer Support excellence is widely acknowledged. We have a history of customer acclaim and have successfully achieved the prestigious Service Capability and Performance (SCP) Certification for many years. SCP certification is administered by Service Strategies Corporation.



When you contact any AVEVA Global Customer Support facility or a third-party AVEVA Certified Support Provider, Subject Matter Experts (SMEs) are quickly engaged in answering your questions in order to help you troubleshoot, diagnose and resolve the issue at hand. Your request for service enters a globally-shared case management system that ensures every query and issue is resolved effectively, efficiently and in a timeframe appropriate to the urgency of the reported situation.

AVEVA customers are supported by a unified global organization that is best in class. Our specialized product resources have the flexibility to leverage other resources within our global organization to ensure that our products and services are running at optimal levels helping you succeed in the long term.

4.1. AVEVA Support Model

AVEVA sells its software through an extensive global network of direct AVEVA sales experts and Certified Support Provider (CSP) distributor facilities. CSPs are third-party distributor facilities certified by AVEVA.

How you access technical support resources will depend upon who you purchase your software and support through and your program level enrollment:

Sales Entity	Program Level	Support Provider
AVEVA Direct Salesperson	Primary, Standard, Premium, Elite	AVEVA Global Customer Support
AVEVA-authorized Distributor	Primary, Standard	Distributor CSP*
AVEVA-authorized Distributor	Premium, Elite	Distributor CSP or AVEVA Global Customer Support

*If the CSP is unable to resolve the problem, the CSP will escalate your issue to one of the AVEVA Global Customer Support (Level 2) centres on your behalf. AVEVA will then work with the Distributor to arrive at an appropriate solution.

MULTI-LEVEL RESPONSE MODEL (ESCALATION MODEL):

Case movement is as follows:

- 1st Level: Certified Support Provider (CSP) or AVEVA Global Customer Support
- 2nd Level: AVEVA Technical Support Manager
- 3rd Level: AVEVA Development

4.2. Contacting Technical Support

To obtain the current contact information for your local AVEVA Global Customer Support Centre or an AVEVA Certified Support Provider please visit our website:

<https://sw.aveva.com/support>.

You can also email custfirstsupport@aveva.com.

4.3. Obtaining Emergency 24x7 Support

AVEVA provides emergency technical support outside of normal business hours for situations that involve loss or potential loss of significant software operational functions on the production system or plant downtime situation.

Note: Reporting and other ancillary functions are not included under the definition of emergency support. It is expected that technical support for non-production applications will resume the following business day, during normal business hours.

Customer FIRST Program Premium or Elite enrollment includes as a benefit emergency technical support via telephone.

4.3.1. Contact Information for Emergency Support

Unless otherwise noted, the contact information and support process detailed below applies to all AVEVA products:

Calls received via our emergency service phone numbers will be automatically routed to a live phone dispatcher. The dispatcher will then contact one of the available technical support analysts/engineers who will return the call within 60 minutes.

Emergency technical support can be obtained by dialing **+1-949-639-8500**, accessible worldwide.

The AVEVA phone system will automatically identify your company via your individual phone user ID. From there, follow the phone prompts to be routed directly to our Emergency Support dispatcher.

Important: When contacting AVEVA Global Customer Support for the first time, you will be issued an individual phone user ID. You should have this phone user ID on hand every time you call AVEVA Global Customer Support. Your call will not be routed properly via the telephony system if you enter your Customer FIRST agreement/contract number. Your individual phone user ID can be retrieved via the Customer FIRST App or via the AVEVA Knowledge and Support Centre website.

Contacting AVEVA for emergency support for your OASyS or SimSuite software:

Emergency technical support can be obtained by dialing +1-877-528-9620 or +1-401-792-4566. Calls received via our emergency service phone numbers will be automatically routed to a live phone dispatcher. The dispatcher will then contact one of the available technical support analysts/engineers who will return the call within 120 minutes.

4.4. Case Submission

AVEVA offers you multiple methods for submitting your technical support issue:

- Telephone: Log your issue with one of our technical support analysts or engineers.
- Web: Log your issue using our online case submission form via our technical support websites.

- Email: Log your case by emailing our Global Customer Support centres.

Note:

- When emailing our technical support team you should include in your email your Customer FIRST Program ID and the assigned case number if you already have a case open with us. We will then forward your message to the assigned Technical Support Engineer and reply back to you accordingly.

All cases entered into the AVEVA case management system can be accessed by AVEVA support facilities across the globe. Our support centers collaboratively monitor this case-handling stream to ensure that every open case is assigned to appropriate personnel, who may be located anywhere in the world.

4.5. Gather Helpful Information Before You Contact Us

To make the most of your time when you contact AVEVA to request technical support, please have the following information on hand:

- Your Customer FIRST User ID, if known
- The assigned case number if this is an open issue
- Product component and software version
- Any patches installed if the issue relates to a software application
- If situation involves a software application only, know the operating system type and version
- System topology and design architecture
- Relevant output from diagnostic applications
- Are there any third-party hardware cards in the machine?
- Are there any third-party software applications running?
- Was the application tried on a different machine?
- Have you tried to reproduce the problem, and if so, what was the result?
- What have you done to troubleshoot the situation?

4.6. What Happens When You Request Support

When you contact AVEVA Global Customer Support or submit a question via our support website, we will quickly process your request. Support inquiries are processed with the following methodology:

- Receipt of your inquiry is acknowledged.
- Your Customer FIRST Program enrollment level is verified.
- The inquiry is logged into our case management system and the case number provided for reference.
- The issue is prioritized based on commercial or technical urgency.
 - When speaking with the Technical Support Engineer, you can request that a specific priority level be assigned to your case and we will do our best to accommodate your request.

- AVEVA begins to diagnose and resolve the issue as quickly as possible.
- If the Technical Support Engineer requests that you provide application files for further investigation, you will be advised of the appropriate available methods of transmission -- via email or FTP site.
- If necessary, we will strive to reproduce the behavior to help determine its root cause.
- Once root cause is determined, we will determine a course of action with the goal of achieving problem resolution.
- You will be regularly updated as to the status of your case including any measures taken by AVEVA to escalate your issue to higher level subject matter experts.

4.7. Support Escalation Policy

Based on the assigned priority level of your case, AVEVA Global Customer Support will take appropriate action to resolve your question or issue. That is, given the priority level, here's what we will do:

Priority Level	Definition	Action To Be Taken
P1 - Critical	System or process downtime, loss of essential function, critical business or operational impact, human safety or environmental impact.	AVEVA Global Customer Support will work on the case full-time, including evenings and weekends as necessary, until it is resolved or an appropriate workaround is found.
P2 - Serious	Feature(s) inoperable, no evident workaround, failure of one or more components, degraded operation of an essential function, potential business or operational impact, up against a hard deadline.	AVEVA Global Customer Support will work on the case full time during normal business hours.
P3 - Moderate	Feature is inoperable and a workaround is possible, operational question, minimal or no business or operational impact	AVEVA Global Customer Support will work on the case during normal business hours.
P4 - Informational	Informational question, no business or operational impact, customer request, or next day call back is acceptable.	AVEVA Global Customer Support will work on the case during normal business hours.

While it is our intent to resolve your case as quickly as possible, we cannot project an exact resolution at the onset of the issue. This is because it depends on the complexity of your question or issue and the speed at which we receive any requested documentation or diagnostic output from you.

4.7.1. Escalating Your Issue

AVEVA Global Customer Support has systems in place to ensure that your incident will receive proper attention and be processed according to its priority by the appropriate people in our department, as well as other relevant AVEVA departments.

4.8. When Is Your Case Closed?

AVEVA will work to quickly resolve your question or issue based on the assigned priority level. Your case will be closed when it falls under one of these categories:

- Your question has been satisfactorily answered and it requires no further activity.
- The issue has been resolved via a Fix, Patch, Service Pack, or Major / Minor product release.

- Your issue was determined to be a software defect, which will be resolved in a future Patch, Service Pack, Fix or in the next release of the product. When the Patch, Service Pack, Fix, or Maintenance Release becomes available, you will be notified by email. Patches, Service Packs and Fixes will be made available via the Knowledge and Support Center website. AVEVA Patches, Fixes and Service Packs will be incorporated into a future product release.
- Your question or issue results in correction in the AVEVA product's user manual and/or on-line help system
- Your issue is caused by running a third-party software or hardware product that is not owned or distributed by AVEVA. We'll explain the cause of the problem and recommend your next course of action.
- Your question or issue concerns a desired product feature that is not part of the product's current release. We will convert your issue into a product enhancement request, which will be forwarded to Product Marketing for further evaluation.
- You request that you no longer wish for us to work on your question or issue.
- You request that your case be closed.
- We require additional input from you but cannot reach you after making several attempts via known contact points (telephone, email). However, if you contact us after we have closed your logged case, we will be happy to reopen it.

4.9. Submitting a Feature Request

AVEVA strives to continually improve our portfolio of products in terms of new and improved features and product performance. We strongly encourage you to submit your ideas and suggestions on the use of AVEVA products.

You may submit your feature requests to us by contacting your AVEVA Global Customer Support Centre.

Your request will be initially handled as a case, with entry into our case management system. If your request is subsequently determined to be more appropriately handled as product enhancement or feature requests, your case will be "closed" and submitted to AVEVA's Portfolio group. You will be notified of this action.

Your enhancement request (defined as a request for modification to an existing product specification, a new product feature or function) will be logged as such and assigned a tracking number which will then be emailed to you for reference. The next step is a review and prioritization of all enhancement requests by the AVEVA Portfolio group. These requests will then enter the product definition cycle for upcoming releases of that product. Requirements for a release are prioritized according to their business value as determined by the Portfolio Group.

4.10. Requests and Eligibility for Software Fix

A "Fix" is a software module designed to correct a single (typically) software defect. Fixes may be tested via a full quality assurance process or be unit tested (i.e. minimally tested) to speed their delivery to customers experiencing critical issues. Customers may request a Fix, however, the final decision with respect to the technical feasibility and appropriateness of providing a Fix rests with AVEVA.

Fixes are subject to the following requirements;

1. A Fix must be formally requested by the customer.
2. Members of the Customer FIRST Program are eligible to request Fixes.
3. It is at the sole discretion of AVEVA to issue a Fix. Decisions will be based on feasibility, scope and complexity and other factors.

4.11. Remote Support

AVEVA utilizes proven remote access technologies to expedite resolution of technical support issues. These technologies are utilized with customer participation and used in a way that ensures your systems' security. If consistent with your security requirements, AVEVA will also use its own technology for remote access. Using remote access technologies can dramatically improve the resolution time of your issues.

5. Warranty versus Support – What is the Difference?

5.1. Warranty

Warranty protection is defined by the consumer protection laws of many countries. In generic terms, the purpose of a warranty is to establish:

- For a specified period of time, a Manufacturer's obligations in the event that a product fails to materially perform in accordance with its specifications when properly used.

Warranty protection is provided with the purchase of a product for a time period specified by the manufacturer or seller. The cost to the manufacturer or seller for providing warranty protection is generally not visible to the customer. Warranty duration can vary in accordance with consumer protection law in the country where a product is sold. And, the seller or the manufacturer can dictate the extent to which warranties apply. Generally, a manufacturer's warranty terms will specify whether they will repair or replace a defective product.

According to the consumer protection laws of many countries, including the United States, if the seller or manufacturer becomes involved in assisting the customer in diagnosing a malfunction, the costs of that assistance are the purchaser's responsibility. The manufacturer or seller is not obligated to provide telephone support free of charge. If the manufacturer sends a service representative to the customer site, the site (i.e., the purchaser) is responsible for the labor and travel expenses. The customer is also responsible for any shipping and handling costs involved in returning a product to its originator for issue diagnosis, repair or replacement. Individual manufacturers or sellers may provide more generous warranty terms, but again, in many countries, they do not have a legal obligation to do so.

Important: AVEVA warranty coverage **does not** cover the labor associated with software deployments nor does it provide access to telephone support free of charge.

To help ensure that you benefit from an optimal first year experience with your new installation, AVEVA recommends that you supplement your warranty with enrollment in the Customer FIRST Program.

5.2. Support and Service

AVEVA offers Customer FIRST support and service coverage for the entire product lifecycle, which includes the warranty timeframe. Priority access to expert support services can be strategic to a successful initial year of use. With Customer FIRST Program coverage, access to expert technical support and comprehensive services will help ensure successful initial operation and on-going customer satisfaction

6. Lifecycle and Support Policies

AVEVA Product Lifecycle discipline plays a strong underlying role in customer support. All products move through lifecycle phases as they age. AVEVA customers can greatly benefit from having a clear understanding of product lifecycle phases, which have a direct relationship to the supportability of each product.

Each AVEVA business provides consistent and predictable guidelines for product support, compatibility, availability and repair for its customers, providing excellent visibility as to where products are in their lifecycles. AVEVA has established clear and predictable product support timelines to enable customers to plan product upgrades in

advance of reaching obsolescence. This proactive approach provides a comprehensive view of product lifecycle phases, phase transition timing, and available support during each phase.

Information about the products currently supported in each lifecycle phase is posted on the AVEVA support website, and we provide periodic notification of all product transitions from one lifecycle phase to the next.

Logon to the AVEVA Knowledge and Support Centre website for product lifecycle information:
<https://softwaresupport.aveva.com/>

7. Optional Services Catalogue

7.1. Generally Available Services

7.1.1. Flexible Funding for Services

Optional for the following support levels: Primary, Standard, Premium, Elite

Customer FIRST Program coverage provides you with labor-based support and services that are billable at local AVEVA labor rates at time of service. These include Onsite Corrective Assistance, Technical Support Consulting Services, and time spent installing software associated with Customer FIRST Program features. The service or support engineer's travel time to and from your site is billable, as is associated travel and living expenses.

Provisioning the optional Flexible Services Fund with funds that accrue as part of your scheduled agreement payments allows you to spread payment of applicable labor-based services over the coverage period of your Customer FIRST enrollment. An appropriate amount can be established based on the number of anticipated labor hours for your company, site(s) and situation multiplied by the prevailing local AVEVA service rate. AVEVA can help you make this determination.

Usage will be deducted during the enrollment period, and any residual balance remaining at the end of the enrollment period will be applied to establish a beginning balance of Flexible Services Fund for the consecutive renewal period of enrollment.

See Section 8.2 for Flexible Services Fund Terms and Conditions.

7.1.2. Upgrade and Migration Planning

Optional for the following support levels: Primary, Standard, Premium, Elite

AVEVA will partner with you to strategize the replacement of your legacy or competitive systems with current AVEVA technology. Your migration plan may include delivery by AVEVA of system configuration drawings, specific upgrade plans and timeline documentation.

7.1.3. Implementation Consultant

Optional for the following support levels: Standard, Premium, Elite

The AVEVA Implementation Consultant is ideal for large enterprises and global organizations seeking specific technical expertise that ensures smooth and successful commissioning of new projects and maintenance of existing ones. Our Implementation Consultant ensures that best practices have been engineered into the solution for long term reliability and stability, reducing the cost of ongoing maintenance. The Implementation Consultant works alongside your System Integrator and engineering teams on day-to-day project management, optimizing the application of technology, steering project deployment strategy and resolving issues. The Implementation Consultant brings you value by:

- Ensuring successful project completion by overseeing technology, deployment strategy, integration and infrastructure dependencies
- Fostering close working relationships with your System Integrator or deployment team and AVEVA Global Customer Support
- Reducing risk of post-implementation issues with best practices “designed-in” to your solution

Note:

- The full scope of work for the Implementation Consultant will be coordinated by your salesperson in consultation with you and will be clearly defined in your enrollment.

7.1.4. Technical Support Consulting Services (Onsite or Remote)

Optional for the following support levels: Standard, Premium, Elite

AVEVA offers value added Technical Support Consulting Services that help you to capitalize on and leverage the investment you have made. At AVEVA we are continually providing new features and capabilities into our products that existing customers can leverage. Coupled with our experience in implementation and modernization projects across our large installed base, we can help to keep your operations current and ahead of the competition. Examples of available Consulting Services:

- Application Review
- System Health Check
- On-site technical support to resolve a reported issue
- System Security Audit
- Software Migration Review

7.1.5. Custom Training Services

Optional for the following support levels: Standard, Premium, Elite

Get the training solution you need with a comprehensive, world-class training course that matches the power and excellence of your AVEVA software. AVEVA is committed to delivering intensive and hands-on educational programs that enable companies to develop and use an application upon completion of the course. Our training specialists will work with you to assess our training solutions and help you build a curriculum that will enable your company move to the next level of technical proficiency with your AVEVA software.

7.1.6. Cyber Security Services

Optional for the following support levels: Standard, Premium

Cyber Security is a growing, critical need for any industry, whether the requirement is internal, industry-specific or in response to a government regulation. Customers need to keep their networks current, updated and compliant with the latest Cyber Security standards and protocols. In the past, process control networks and business networks were traditionally isolated both physically and electronically. In today's process environment, the opposite is true. Process information is an invaluable part of day-to-day business operations. The ability to span dissimilar infrastructures and ensure security while maintaining a flow of information between two such networks is an increasing challenge. Additionally, there are growing demands to meet government regulatory actions, industry specific requirements, and internal best practices. AVEVA a defined set of Cyber Security Services to help address these needs. Your salesperson can advise you further.

7.1.7. Customer FIRST for Solutions

Optional for the following support levels: Premium, Elite

As an optional service to the Customer FIRST program, AVEVA has developed a comprehensive set of services – Customer FIRST for Solutions – to address the unique technical support and application maintenance requirements through the lifecycle of a customized solution. By combining Customer FIRST for Solutions with Customer FIRST product support services, you will have access to both Technical Support Engineers focused on product performance and configuration support, as well as our highly specialized solution support team with expertise in the entire engineered solution. The combined product and solution support approach provides a comprehensive suite of services to fully support a customized AVEVA solution through standardized processes, application lifecycle maintenance and through a single point of contact.

The component services available under Customer FIRST for Solutions may include:

- Support Transition Services

- Application Support
- Integration Support
- Sustaining Maintenance
- Solution Knowledge Management
- Offline Application Clone Services
- Solution Consulting Services
- Enhancement Services
- Upgrade Assessment and Services

Note:

- Your salesperson will work with you to determine the solution support services you need and to determine the appropriate block of services hours to embed in your agreement.

For full details of the Customer FIRST for Solutions Program see Appendix A.

7.1.8. Technical Account Management Team

Optional for the following support levels: Premium, Elite

Technical Account Management Team access is available to be optionally purchased by Premium and Elite level customers who do not qualify under the agreement minimum spend qualification requirements. The Technical Account Management Team is dedicated to handling the complex support requirements for a select number of customer accounts. As a member of this team, your Technical Account Manager (TAM) will use their technical problem solving and management skills to act as your dedicated support liaison within AVEVA. Your TAM will coordinate the functional expertise and resources needed to facilitate and expedite activity on your behalf on all support issues.

You benefit because you will deal with a team of technical experts who start from a baseline of knowledge about your account and who, over time, gain expertise in your individual systems and software applications. In short, the TAM relationship helps you circumvent the common barrage of requisite technical questions and provides confidence that technical issue resolution remains a priority.

7.1.9. Resident Engineer

Optional for the following support levels: Premium, Elite

Increase your on-site engineering capacity by supplementing your resources with a full-time or part-time AVEVA Resident Service Engineer. The role of a Resident Engineer is to address your unique needs and objectives, provide technical assistance and strategic direction, and to act as your support advocate within AVEVA. Each Resident Engineer possesses a strong background in their respective area of technical expertise, along with strong communication and management skills. The Resident Engineer combines problem-solving skills with proactive management skills relating to technical support and operational issues.

Note:

- The full scope of work for the Resident Engineer will be coordinated by your salesperson in consultation with you and will be clearly defined in your enrollment.

7.2. Product Specific Optional Services

7.2.1. Beneficiary Status to Avantis Source Code (Avantis)

Optional for the following support levels: Standard, Premium

AVEVA has engaged with a third-party Intellectual Property Management company (Iron Mountain) to securely store the source code for all Avantis client server products (Avantis.PRO, Condition Manager, and Avantis.DSS) and Avantis Custom Solutions delivered to our customers. Additionally, beneficiary status can be requested for MaxEAM and B2B Connex products by customers who purchased these products through AVEVA. Iron Mountain's Software Escrow Services provide more than 40,000 organizations worldwide with a trusted, impartial third party responsible for ensuring controlled access to mission-critical software under pre-negotiated release conditions.

7.2.2. Sustainability Assessment (Avantis)

Optional for the following support levels: Standard, Premium

Working with an expert who understands your operations environment, and has insight into your infrastructure and business needs, will help ensure that your solution is correctly deployed and maintained to minimize disruptions and maximize availability and performance. The Sustainability Assessment provides a comprehensive review of Avantis.PRO business processes, system setup, interfaces/customizations, and possibly technical infrastructure (if included as part of the review). The service presents a great opportunity for your organization to evaluate the daily processes and procedures and determine how well they are working or identify opportunities for improvement. The assessment can provide great insight into how Avantis.PRO is currently being used and will help in improving the overall efficiency of your system. The discovery process can help uncover user issues and identify the need for additional user training. It also provides an opportunity to review your software configuration against the full range of functionality that is included within the most current Avantis.PRO release. An optional review of the technical infrastructure may reveal system maintenance or performance issues that can be resolved quickly and easily.

7.2.3. Migration Assessment from Avantis.XA to Avantis.Pro (Avantis)

Optional for the following support levels: Standard, Premium

The Migration Assessment will assist you in determining if migration from your existing Avantis.XA system to Avantis.PRO technology is right for you, as well as defining the scope and timing of your upgrade project.

The benefits to be gained from migrating to Avantis.PRO include:

- advanced graphical user interface
- a more robust application
- increased ease of integration with other applications
- more flexibility for future changes
- software that uses object-oriented technology to adapt easily to the way you work

The Migration Assessment will identify hardware and/or software update requirements, labor and overall effort required to migrate to Avantis.PRO so that you can make informed decisions about your migration strategy. The most appropriate time to migrate to Avantis.PRO will depend upon your business needs and the above factors as they specifically relate to your enterprise.

7.2.4. 3rd Party Software Support (Avantis)

Optional for the following support levels: Standard, Premium

AVEVA provides expert technical support and on-site technical support for specified non-AVEVA manufactured products. AVEVA will act as the single point of contact for the agreed software covered under your enrollment in the Customer FIRST Program.

Note:

- Support for the Third Party software will be provided per the terms of AVEVA's agreement with the third party vendor or as agreed to on the AVEVA Master License Agreement.

7.2.5. After-hours Support Access for Upgrade and Migration Implementation (Avantis)

Optional for the following support levels: Standard, Premium

This optional service is ideal for customers who choose to manage their own upgrade implementation without an Avantis on-site resource. For these customers, it is highly recommended that after-hours support access be included in your planning process. With a minimum of three weeks notice, an AVEVA Technical Support resource can be engaged as an on-call resource in the event of an unforeseen issue with your Avantis upgrade.

Note:

- A minimum 4-hour charge is applicable, with a pre-established hourly rate if additional support hours are required.

7.2.6. Post Implementation Study (IntelaTrac)

Optional for the following support levels: Elite

An AVEVA Post Implementation Study evaluates the current state of your mobile solution installation as compared to Industry Best Practices that have been developed over several years while working closely with our partners and customer base. The assessment considers every aspect of your Wonderware IntelaTrac installation from what data you collect and how you collect it to how you utilize this data to increase EH&S Compliance, Reliability, Productivity and Efficiency throughout your facility.

Key areas of focus include:

- Current work processes
- Technical issues
- Impact on Operations and Maintenance
- Areas for improvement

After the assessment is complete a Gap Analysis will be completed and recommendations provided based on Industry Best Practices that utilize a RCM/ODR approach to Operator Activities.

7.2.7. Application Gap Analysis/Co-Engineering Services (OASyS)

Optional for the following support levels: Standard, Premium, Elite

The Customer FIRST program offers you access to a pool of technical resources with deep industry knowledge who will work with you and your team to modernize your system. Our experts will help you achieve your operational targets by analyzing and evaluating the requirements of the current software and hardware of your operational system and provide you with a gap analysis and planning documentation for the add-on of software enhancements and/or adoption of modern technology.

7.2.8. Proact Remote Access Verification (OASyS)

Optional for the following support levels: Premium, Elite

AVEVA will periodically test our remote access to your system and validate that longs are functional and working.

7.2.9. Prevent/SPARK (OASyS)

Optional for the following support levels: Premium, Elite

Upon request, AVEVA will inventory your software assets and complete a review of system performance logs. PREVENT Services provide you with proactive and expert analysis of system performance and critical system functions on a continual basis. Technical experts will, on a predetermined basis, remotely connect to your systems and evaluate critical performance indicators, identifying corrective action when applicable. The PREVENT service delivers a summarized analysis of findings and remediation advice.

A technical representative collaborates with you to create your PREVENT strategy - identifying system functions to be analyzed, frequency of service and reporting requirements.

7.2.10. Analytical Monitoring Services (PRiSM)

Optional for the following support levels: Standard, Premium, Elite

Avantis PRiSM software supports the ability to organize assets in a hierarchy based on plant, system, asset, component or any desired method of organization. Alarms can roll up to the highest levels of the hierarchy and users can then drill into the alarm information all the way to the individual signal level. Our Analytical System Monitoring services provide you with the expertise to help analyze system alerts and underlying conditions and mitigate risks to peak system performance. Our services include online monitoring and predictive analytics, without you having to incur the overhead of managing the software or modeling.

7.2.11. Model Development Services (PRiSM)

Optional for the following support levels: Standard, Premium, Elite

Avantis PRiSM software includes the ability to create model templates and then apply these templates to commonly monitored pieces of equipment. The PRiSM Client is used to develop the software-based models. To create a model for an asset, the asset's historical data is gathered and processed creating an operational profile and signature for how the asset operates. Residual based alarm limits can be established when the observed behavior is different from the operational profile behavior. AVEVA's Avantis PRiSM experts are available to help you through the modeling development process via our Model Development Services. We will work with you to design a customized modeling solution for your equipment, which is a requisite to initiating and maintaining solid predictive analytics.

7.2.12. Services Evaluation Workshop: Mid-Complexity Refining Unit (ROMeO Process Optimization)

Optional for the following support levels: Standard, Premium, Elite

Maximize the value of an existing online modelling system through prioritized maintenance. Services engineers at AVEVA will review your online model and conduct a one to two-day workshop at your site to determine actions to either improve model performance or extend the model to enhance returns. The end result is a list of prioritized activities to be achieved using the included engineering hours. While more complex processes can be addressed, this specifically applies to a refinery unit that is of an average size and complexity.

7.2.13. Online Modeling Solution Support: Bundled Engineering (ROMeO Process Optimization)

Optional for the following support levels: Standard, Premium, Elite

Achieve a high stream factor for online modelling applications and simplify the process for making incremental improvements that have high marginal value. This offering is a bundle of engineering hours that encompasses a range of skill levels as necessary to achieve the desired objectives. Bundled hours may be used for services such as specialized training, best practices consulting, reporting enhancements, and extensions of your application.

7.2.14. Proxy for Remote Access (ROMeO Process Optimization)

Optional for the following support levels: Standard, Premium, Elite

While remote access is the best way to provide support for an online model, this is not always possible. There are also situations where it is desirable to capture data packages when certain events occur in a process. The Proxy for Remote Access offering provides you with access to a package of services and software to allow “approximate remote access” to an online system. This may include installing the ROMeO iMonitor package as well as an application package for retrieving data sets that can be sent to someone with an equivalent model for offline support.

Note:

- The full scope and definition of this service will be coordinated by your salesperson in consultation with you and will be clearly defined in your enrollment.

7.2.15. Performance Check of SimSci Refinery Reactor Model: FCC (ROMeO Process Optimization)

Optional for the following support levels: Standard, Premium, Elite

Unlike other refinery reactor models, ROMeO Process Optimization reactor models are built using a finer granularity of process models so that they are a more accurate fundamental representation of the reactor configuration; this includes the location of process measurements in and around the reactor. These measurements are used in conjunction with regularly collected lab analysis to keep the reactor model tuned to actual operation. The Performance Check is essentially “preventive maintenance” of the refinery reactor model designed to help you understand the operating range of the model and the source of deviations from plant operation. Any required updates to the model discovered as part of the Performance Check will also be addressed.

Note:

- Third party reactor models are not covered under this service.

7.2.16. Token Usage Report (SimSci Design)

Optional for the following support levels: Standard, Premium

The Token Usage Report provides you with the ability to systematically track the products actively in use at your site so you can better manage software and license inventory.

7.2.17. Engineering Consultancy (SimSci Design)

Optional for the following support levels: Standard, Premium

Solutions provided by AVEVA’s global, highly-skilled team of consulting engineers include the expertise needed to address plant design, regulatory control, identification of profit improvement, commissioning, training and post-audit assessments. Our services offerings are designed to help reliably improve your profits and effectively compete in the global economy.

Our Engineering Services team will work with you to define the services you need, provide a scope of work as necessary and spend time on site to complete the objectives of the work. This may include training or knowledge transfer.

7.2.18. Enhancement and Roadmap Priority (SimSci Design)

Optional for the following support levels: Premium

AVEVA strives to continually improve our portfolio of products in terms of new and improved features and product performance. As power users of our software, we strongly encourage you to submit your ideas and suggestions for new features or functionality within our SimSci Process Design software.

Enhancement requests are generally logged and managed through our Development process and may take time to be released as part of the latest software upgrade or revision. Customers who optionally purchase Enhancement and Roadmap Priority access can expect priority enhancement development and an early release schedule, ahead of our listed roadmap.

7.2.19. Application Clone – Remote or Hosted (SimSci Simulation & Training)

Optional for the following support levels: Standard, Premium

AVEVA application cloning solutions can help you better manage your applications and expedite replication and resolution on specific technical support issues. The system is designed to mimic what is currently in use in production/runtime mode at your site. The Application Clone can be hosted at AVEVA Corporate and Regional Headquarters or at your site and accessed via remote technologies.

Note:

- AVEVA does not guarantee that all systems or solutions will be able to be virtualized. Our engineers will work with you to determine the feasibility of replicating your system virtually.

7.2.20. System Performance Health Check (SimSci Simulation & Training)

Optional for the following support levels: Standard, Premium

Leverage AVEVA's rich experience in analysis and performance review of your applications with access to the System Performance Health Check. The Health Check provides you with an audit of your application to ensure your simulator is operating at an optimum level and is aligned with your current system configuration. The Health Check may be performed on-site or remotely and provides you with an assessment of your application with recommendations for improving the performance of your AVEVA solution.

7.2.21. Post Implementation System Tuning (SimSci Simulation & Training)

Optional for the following support levels: Standard, Premium

Your SimSci Simulation and Training system is integral to the success of your business. As your production systems evolve over time, the Post Implementation System Tuning service is designed to ensure your AVEVA solution is performing at peak levels and is aligned with your current plant design. AVEVA will work with you to review your current system and provide you with recommendations to enhance or update the existing system or application through best practices, new methodologies, new solutions or products.

7.2.22. Sentinel System Monitor (Wonderware)

Optional for the following support levels: Standard, Premium

The Sentinel software application—installed at your plant—continuously monitors your Wonderware applications and system hardware, identifies upset conditions and alerts you to potential issues before they manifest into real problems like software application errors or machine downtime events. Sentinel helps you maximize system availability and increase your production yield and revenue while also enabling you to better manage system resources to improve asset performance. The Sentinel application will allow you to:

- Identify and address issues early to avoid adverse effects on operations
- Monitor your assets 24/7/365, with early notification of issues
- Quicken resolution times with pinpoint error detection
- Effectively manage your staff with automated system management
- Reduce the volume of high priority issues
- Streamline the diagnosis process with precise alert notification

7.2.23. Annual System Health Review with Sentinel System Monitor (Wonderware)

Optional for the following support levels: Premium, Elite

Baseline and improve your Wonderware application performance with an Annual System Health Review. Available as an optional purchase for Customer FIRST members, the Annual System Health Review service provides you with expert technical resources to review and baseline your current Wonderware application and the operating performance of your solution. Our engineers will install Sentinel to identify upset conditions and will provide recommendations to improve the performance and get your system back to its intended operational state. Once installed and running, Sentinel can be used by your staff and will continuously monitor your system. Then, on an annual basis, the System Health Review can be contracted to fine tune your systems.

The following services and components are included:

- Installation and Configuration – We assess and audit your Wonderware system performance and work with you to tune and stabilize your Wonderware application to a requisite baseline. Once complete, we then install and configure the AVEVA Sentinel application monitoring tool, so you or your designated partner can start to monitor your system performance.
- Wonderware System Tuning – To ensure optimal performance, an annual tune-up evaluates your Wonderware software applications and their respective platforms, helping you to adapt to changing operating and business conditions.
- Sentinel System Monitor – The system monitoring tool is included in the System Health Review. Your staff can continue to use Sentinel as long as you maintain your Customer FIRST agreement and elect the Annual System Health Review.

7.2.24. AVEVA System Monitoring Services (Wonderware)

Optional for the following support levels: Premium, Elite

AVEVA offers monitoring services for our Sentinel System Monitoring Solution AVEVA experts will receive, evaluate and respond to your monitoring solution alarms. Our support professionals will triage alert notifications 24/7/365 and quickly respond to them and recommend corrective actions to resolution. Our response model is based on the alert handling process and escalation procedure as defined in conjunction with you, the customer. With Wonderware System Monitoring Services, feedback is delivered to you via monthly system health status reports which include:

- Overall health status for the month
- Critical, major, medium and minor system issues and errors for the month
- Changes or corrections made to fix errors that occurred in the Wonderware environment
- Proposals for Wonderware system deviations to ensure the system conforms to best practice standards

8. Commercial Terms and Conditions

8.1. AVEVA Customer FIRST Program Terms and Conditions

8.1.1. AVEVA GENERAL TERMS AND CONDITIONS

1. STRUCTURE AND ORDER OF PRIORITY.

1.1. Structure of the Agreement. The Agreement consists of the following: (a) these GTCs and the attached Exhibit A (Definitions); (b) any Transaction Documents executed by the Parties and entered into in accordance with these GTCs; and (c) any Addendum (or multiple Addenda) that are specified as being applicable in a Transaction Document, which Addendum (or multiple Addenda) are incorporated into these GTCs by reference; and (d) any applicable Schedules incorporated into a Transaction Document.

1.2. Order of Priority. In the event of a conflict between provisions in any documents relating to the Agreement, the documents shall be given precedence in the following order: (a) Transaction Document; (b) Schedule (except for express deviations from the Transaction Document which are identified in the Schedule); (c) applicable Addendum; and (d) GTCs.

1.3. References. Except where otherwise specified, all dollar amounts are expressed in United States dollars (US\$).

2. USE OF PRODUCTS.

2.1. Right to Use. In accordance with the terms of the Agreement, AVEVA will deliver and make the Products listed in the Transaction Document available to Customer. Customer has the right to use the Products as set forth in the Transaction Document, Addendum, and Schedule, as applicable.

2.2. Transaction Documents. Customer may purchase Products and Services from time to time by entering into Transaction Documents. Each Transaction Document will refer to these GTCs, the applicable Addendum, and any applicable Schedule. Depending on which Products or Services that Customer purchases in the Transaction Documents, Customer may be subject to additional terms included in the Addenda, which are hereby incorporated into and made a part of these GTCs. Customer shall comply with any of the applicable Addenda, as indicated on the relevant Transaction Document.

3. PAYMENTS AND INVOICING.

3.1. Invoicing. In accordance with the invoicing schedule set forth in the applicable Transaction Document, AVEVA shall provide Customer with an invoice specifying the fees for each of the Products and Services provided pursuant to the applicable Transaction Document.

3.2. Payment. Unless otherwise agreed in the applicable Transaction Document, Customer shall pay all fees specified in the applicable invoice for a Product and Service within thirty (30) days from the invoice date. Customer shall pay a late charge of 1.5% per month on all payments that are not paid when due.

3.3. Taxes. Fees and other charges described in the Agreement do not include taxes. Customer will pay any sales, value-added or other similar taxes imposed by applicable law based on the Products and Services that Customer ordered, except for taxes based on AVEVA's income. If AVEVA is required to pay taxes (other than taxes based on AVEVA's income), Customer shall reimburse AVEVA for such amounts. If Customer is required by law to make any tax withholding from amounts paid or payable to AVEVA under the Agreement, (i) the amount paid or payable shall be increased to the extent necessary to

ensure that AVEVA receives a net amount equal to the amount that it would have received had no taxes been withheld and (ii) Customer shall provide proof of such withholding to AVEVA.

3.4. Non-Refundable Fees. Customer acknowledges and agrees that orders placed by Customer for Products and Services will be non-cancellable and the fees paid are non-refundable unless otherwise expressly stated in the Agreement.

4. INTELLECTUAL PROPERTY RIGHTS.

4.1. AVEVA Ownership. All Intellectual Property Rights in and to the Products, Services, design contributions, related knowledge or processes, and any update, upgrade, modification, enhancement or derivative works of the foregoing, regardless whether or not solely created by AVEVA or jointly with the Customer, shall belong to, and vest in, AVEVA or, as applicable, its licensors. All rights not expressly granted to Customer are reserved to AVEVA or, as applicable, its licensors.

4.2. Rights to Customer Content. Customer retains all right, title, and interest in and to the Customer Content. During the Term, Customer hereby grants to AVEVA and its Affiliates a global, royalty-free, irrevocable, sub-licensable, non-exclusive license to use, copy, distribute, modify, display, and perform the Customer Content as necessary for AVEVA to perform its obligations under the Agreement.

4.3. Non-Assertion of Rights. Customer covenants, on behalf of itself and its successors and assigns, not to assert against AVEVA, its Affiliates or licensors, any rights, or any claims of any rights, in any Products, Documentation, or Services, and Customer hereby voluntarily waives any right to demand from AVEVA, its Affiliates or licensors any rights to any Products, Documentation, or Services, except the rights which are expressly granted to Customer under the Agreement.

4.4. Suggestions and Residual Knowledge. AVEVA shall have all right, title and interest, including, without limitation, all Intellectual Property Rights, in and to, and the unrestricted royalty-free right to use and incorporate into the Products and Services, any suggestions, enhancement requests, recommendations or other feedback provided by Customer, relating to the Products or Services. Furthermore, Customer acknowledges and agrees that AVEVA is free to use its general knowledge, skills and experience, and any ideas, concepts, know-how and techniques, related to or derived from the performance of the Agreement (including any Products or Services).

5. CONFIDENTIALITY.

5.1. Confidential Information. From time to time, either Party (the "Disclosing Party") may disclose or make available to the other Party (the "Receiving Party"), whether orally or in physical form, confidential or proprietary information of or in the possession of the Disclosing Party (including confidential or proprietary information of a third party that is in the possession of the Disclosing Party) in connection with the Agreement. The term "Confidential Information" means any and all information in any form that Disclosing Party provides to Receiving Party in the course of the Agreement and that either (i) has been marked as confidential; or (ii) is of such nature that a reasonable person would consider confidential under like circumstances. For the avoidance of doubt,

Confidential Information includes any Products and Services and any information pertaining to such Products and Services (including, but not limited to, any user manuals, mathematical techniques, correlations, concepts, designs, specifications, listings, and other Documentation, whether or not embedded on a device or another form of media). Notwithstanding the foregoing, Confidential Information shall not include any information, however designated, which the Receiving Party can show (a) is or has become generally available to the public without breach of the Agreement by the Receiving Party, (b) became known to the Receiving Party prior to disclosure to the Receiving Party by the Disclosing Party, (c) was received from a third party without breach of any nondisclosure obligations to the Disclosing Party or otherwise in violation of the Disclosing Party's rights, or (d) was developed by the Receiving Party independently of any Confidential Information received from the Disclosing Party.

5.2. **Confidentiality Obligations.** Each Party or third party whose Confidential Information has been disclosed retains ownership of its Confidential Information. Each Party agrees to (i) protect the Confidential Information received from the Disclosing Party in the same manner as it protects the confidentiality of its own proprietary and confidential materials but in no event with less than reasonable care; and (ii) use the Confidential Information received from the Disclosing Party solely for the purpose of the Agreement. Upon termination of the Agreement or upon written request submitted by the Disclosing Party, whichever comes first, the Receiving Party shall return or destroy, at the Disclosing Party's choice, all of the Disclosing Party's Confidential Information. Notwithstanding the foregoing, AVEVA shall not be required to return or destroy any such Confidential Information if such return or destruction is impracticable or technically infeasible. Except with respect to its Affiliates, employees, contractors, or agents who need to know Confidential Information in order to support the performance of such Party's obligations related to the Agreement, and who are contractually bound by confidentiality obligations that are at least as protective as those contained in the Agreement, neither Party shall, disclose to any person any Confidential Information received from the Disclosing Party without the Disclosing Party's prior written consent. The Receiving Party will be responsible for any breach of this Section 5 (Confidentiality) by its Affiliates, employees, contractors, and agents and any third party to whom it discloses Confidential Information in accordance with this Section 5 (Confidentiality). For Confidential Information that does not constitute a "trade secret" under applicable law, these confidentiality obligations will expire three (3) years after the termination or expiration of the Agreement. For Confidential Information that constitutes a "trade secret" under applicable law, these confidentiality obligations will continue until such information ceases to constitute a "trade secret" under such applicable law. However, the Receiving Party may disclose Confidential Information pursuant to an order of a court or governmental agency, provided, that, if permitted by applicable law, the Receiving Party shall first notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek a protective order relating to such disclosure. Notwithstanding anything to the contrary contained in this Agreement, Customer authorizes AVEVA to collect, use, disclose, and modify in perpetuity information or data (including, but not limited to, general usage information and measurements) that is provided by Customer in connection with the use or receipt of the Products or Services (or generated or created in the course of AVEVA providing the Products or Services) for the purposes of developing, improving, optimizing, and delivering Products or Services; provided, however, that any disclosure of such data shall only include information or data that AVEVA develops or derives from such collected data or information (but such disclosure

will not include the actual underlying Confidential Information of Customer).

5.3. **Press Releases and Client List Reference.** Neither Party shall issue any press release concerning the other Party's work without the other Party's consent. Notwithstanding the foregoing, AVEVA may identify Customer as a client of AVEVA and use Customer's name and logo and release an announcement regarding the award of the Agreement and AVEVA is hereby granted a license for the term of the Agreement to use Customer's name and logo for this purpose from time to time as needed. AVEVA may generally describe the nature of the work in AVEVA's promotional materials, presentations, case studies, qualification statements, and proposals to current and prospective clients.

6. DATA PROTECTION.

6.1. **Customer Content.** Customer is responsible for the Customer Content and entering it into the Products. Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Customer Content, and for obtaining all rights related to Customer Content required in connection with the performance, receipt or use of the Products (or Services). Customer will collect and maintain all personal data contained in the Customer Content in compliance with applicable data privacy and protection laws and the GDPR and Data Processing Addendum (if applicable).

6.2. **Security.** Customer will maintain reasonable security standards for the use of the Products by users. Customer is solely responsible for determining the suitability of the Products for Customer's business processes and for complying with all applicable legal requirements regarding Customer Content and its use of the Products. Customer will provide reasonable assistance required in connection with the provision of the Products and the support by AVEVA. Customer acknowledges and agrees that Customer's reasonable assistance is a necessary precondition for AVEVA's correct performance of its obligations under the Agreement. Customer bears all consequences and costs resulting from breach of its duties.

7. DISCLAIMER OF WARRANTIES.

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THE AGREEMENT (INCLUDING ANY APPLICABLE SCHEDULES), AVEVA AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, REPRESENTATIONS, OR STATEMENTS, WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY AVEVA, ITS DEALERS, DISTRIBUTORS OR AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES SET FORTH IN THE AGREEMENT AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. AVEVA DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE PRODUCTS OR SERVICES WILL OPERATE IN COMBINATIONS OTHER THAN AS SPECIFIED IN AVEVA'S DOCUMENTATION (AS APPLICABLE), THAT THE OPERATION OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE PRODUCTS OR SERVICES WILL PROTECT AGAINST ALL POSSIBLE SECURITY THREATS, INTERNET THREATS OR OTHER THREATS OR INTERRUPTIONS. THE PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND MAY BE SUBJECT TO TRANSMISSION ERRORS, DELIVERY FAILURES, DELAYS AND OTHER LIMITATIONS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS.

8. LIMITATION OF LIABILITY

8.1. **CONSEQUENTIAL DAMAGES.** IN NO EVENT SHALL AVEVA BE LIABLE FOR (A) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE OR SIMILAR DAMAGES OR (B) LOSS OF BUSINESS, PROFITS, OR REVENUE, LOSS, CORRUPTION OR DESTRUCTION OF DATA, BUSINESS INTERRUPTION, OR DOWNTIME, IN EACH CASE ARISING OUT OF OR RELATED TO THE AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION OR BASIS OF LIABILITY (WHETHER IN CONTRACT, TORT, INDEMNITY, OR OTHERWISE), AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. **Damages Cap.** The aggregate liability of AVEVA to Customer for any loss or damage arising under or in relation to the Agreement, regardless of the basis of liability (whether arising out of liability under breach of contract (including under any indemnity), tort (including but not limited to negligence), misrepresentation, breach of statutory duty, breach of warranty or claims by third parties arising from any breach of the Agreement) shall not exceed the fees paid by Customer pursuant to the applicable Transaction Document for the specific Product or Service giving rise to such liability in the twelve (12) month period preceding the date of the incident giving rise to the claim. The provisions of this Section 8 allocate the risks between AVEVA and Customer, and AVEVA's pricing reflects this allocation of risk and the limitation of liability specified herein. Notwithstanding the foregoing, the limitations on amounts of damages set forth in this Section 8.2 shall not apply to AVEVA's intentional misconduct, fraud, or fraudulent misrepresentation, or to the extent prohibited by applicable law.

9. INDEMNIFICATION.

9.1. **Indemnification by AVEVA.** AVEVA shall defend, indemnify, and hold harmless Customer against claims brought against Customer by any third party alleging that Customer's use of the Products in accordance with the terms and conditions of the Agreement, constitutes an infringement of a patent or copyright, or misappropriation of a trade secret of a third party AVEVA will pay damages finally awarded to the third party (or the amount of any settlement AVEVA enters into) with respect to such claims. This obligation of AVEVA shall not apply if the alleged infringement or misappropriation results from: (a) use of the Products in conjunction or combination with any other software, services, or any product, data, item, or apparatus that AVEVA did not provide to Customer (including any Third-Party Services or Third-Party Products); (b) anything Customer provides or designs including configurations, instructions, or specifications (including any Products that were provided pursuant to Customer's designs, drawings, or specifications); (c) a modification of a Product other than with AVEVA's prior written consent; (d) Customer's failure to use the latest release or version of a Product (including any corrections or enhancements) where such use would have prevented the infringement or misappropriation claim; or (e) any use, storage, distribution, reproduction, or maintenance not permitted by the Agreement. If AVEVA believes, in its reasonable opinion, that a claim under this Section 9.1 could or is likely to be made, AVEVA may cease to offer or deliver such Products without being in breach of the Agreement.

9.2. **Infringement Remedies.** In the event a claim under Section 9.1 is made and such Product is held to infringe a third-party's patent or copyright, or misappropriate a trade secret, then AVEVA may, at its sole option and expense: (a) procure for Customer the right to continue using the Product under the terms of the Agreement or (b) replace or modify the Product to be non-infringing without a material decrease in functionality. If these options are not reasonably available, AVEVA or Customer may terminate the Agreement upon

written notice to the other and Customer shall immediately cease using or shall return the infringing Product. The provisions of this Section 9.2 state the sole, exclusive, and entire liability of AVEVA to Customer, and is Customer's sole remedy, with respect to third-party claims covered by Section 9.1.

9.3. **Indemnification by Customer.** Customer shall defend, indemnify, and hold harmless AVEVA and its Affiliates (and each of their licensors), and each of their respective officers, directors, contractors, agents, and employees ("**AVEVA Indemnitees**") against claims brought against AVEVA Indemnitees by any third party arising from or related to: (a) any use of the Products or Services by Customer in violation of the Agreement or any applicable law or regulation; (b) any Customer Content; and (c) an allegation that any material provided by Customer violates, infringes, or misappropriates the Intellectual Property Rights of a third party. The foregoing shall apply regardless of whether such damage is caused by the conduct of Customer and/or its named users or by the conduct of a third party using Customer's access credentials.

9.4. **Indemnification Requirements.** The indemnification obligations under this Section 9 are conditioned on: (a) the Party against whom a third-party claim is brought timely notifying the other Party in writing of any such claim, provided however that a Party's failure to provide or delay in providing such notice shall not relieve a Party of its obligations under this Section 9 except to the extent such failure or delay prejudices the defense; (b) the Party who is obligated to defend a claim having the right to fully control the defense of such claim; (c) the Party against whom a third-party claim is brought reasonably cooperating in the defense of such claim; and (d) Customer complying with AVEVA's direction to cease any use of the Products which in AVEVA's reasonable opinion, is likely to constitute an infringement or misappropriation. Any settlement of any claim shall not include a financial or specific performance obligation on or admission of liability by the Party against whom the claim is brought, provided however that AVEVA may settle any claim on a basis requiring AVEVA to substitute for the Products any alternative substantially equivalent non-infringing products. AVEVA shall not be responsible for any settlement made without its consent. The Party against whom a third-party claim is brought may appear, at its own expense, through counsel reasonably acceptable to the Party obligated to defend claims. Neither Party shall undertake any action in response to any infringement or misappropriation, or alleged infringement or misappropriation that is prejudicial to the other Party's rights.

10. TERM AND TERMINATION.

10.1. **Term of GTCs.** The initial term of these GTCs begins on the Effective Date and shall continue thereafter for five (5) years unless terminated earlier by a Party pursuant to these GTCs (including, but not limited to, this Section 10 (Term and Termination)) (the "**Initial Term**"). The GTCs will auto-renew for one (1) year periods following the Initial Term (each, a "**Renewal Term**") until either Party provides notice of intention to not renew sixty (60) days before the end of the then current Initial Term or Renewal Term. The Initial Term and each Renewal Term shall collectively be referred to as the "Term".

10.2. **Transaction Document Term.** The initial term of each Transaction Document shall commence on the effective date specified in the Transaction Document (the "**TD Effective Date**") and continue thereafter until: (a) the end of the term of the Transaction Document as specified in the Transaction Document; (b) if specified in the Transaction Document, delivery of the Products or completion of the Services in accordance with the Transaction Document; or (c) earlier termination by either Party in accordance with this Section 10 (Term and Termination) (the "**TD Term**").

10.3. Termination for Material Breach. Either Party may terminate these GTCs or a Transaction Document for cause if the other Party commits a material breach of the GTCs or Transaction Document (including, without limitation, a delay in Customer's payment of any money due under these GTCs or any Transaction Document) and fails to cure such breach within thirty (30) days (or with respect to Customer's payment failure, within ten (10) days) of receipt of a notice of default from the non-defaulting Party.

10.4. Termination for Financial Deterioration. Either Party may terminate these GTCs or a Transaction Document immediately if the other Party files for bankruptcy, ceases or threatens to cease carrying on business, becomes insolvent, or makes an appointment, assignment or novation for the benefit of creditors.

10.5. Effect of Termination. If these GTCs are terminated prior to the completion of one (1) or more Transaction Documents, then the Transaction Documents that are not terminated shall continue to be governed by the GTCs for the remainder of the applicable TD Term.

11. INSURANCE.

For as long as any Transaction Document remains in effect, AVEVA will maintain, at its sole cost and expense, comprehensive general liability and property damage insurance in an amount not less than \$1 million in the aggregate. Additionally, AVEVA will maintain, at its sole cost and expense, workers' compensation insurance in accordance with statutory requirements.

12. THIRD-PARTY PRODUCTS AND SERVICES.

12.1. Third-Party Services. The Services may include integrations with Third-Party Services on external websites that are accessed through the Products or Services. These Third-Party Services are not part of the Products or Services and the Agreement does not apply to them. Customer may be subject to terms and conditions with those third parties.

12.2. Third-Party Products. Unless otherwise agreed in writing by AVEVA, if Third-Party Products are supplied by AVEVA to Customer, such Third-Party Products are provided on a "pass-through" basis only and 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.

13. TRAINING

AVEVA provides its standard training for Products and Services by telephone, fax, or email consultation. Any fees required for such training will be set forth in the applicable Transaction Document.

14. MISCELLANEOUS.

14.1. Assignment. The Agreement shall extend to and be binding upon the Parties to the Agreement, their successors, and assigns, provided, however, that neither Party shall assign or transfer the Agreement without the other Party's prior written consent, which shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing limitation, AVEVA may assign or transfer the Agreement, in whole or in part, without obtaining the consent of Customer, to a parent company or subsidiary or in connection with the transfer or sale of its entire business or sale of all or substantially all of its assets, or in the event of a merger, divestiture, internal reorganization or consolidation with another company.

14.2. Independent Contractor. AVEVA is an independent contractor, and each Party agrees that no partnership, joint venture, agency, fiduciary, or employment relationship exists between the Parties.

14.3. Force Majeure. Except for Customer's payment obligations, neither Party shall be liable for delays caused by conditions beyond

their reasonable control, ("Force Majeure"), provided that notice thereof is given to the other Party as soon as practicable. All such Force Majeure conditions preventing performance shall entitle the Party hindered in the performance of its obligations under the Agreement to an extension of the date of delivery of the Products or completion of the Services by a period of time equal to the period of delay incurred as a result of the Force Majeure or to any other period as the Parties may agree in writing.

14.4. Waiver. The waiver (whether express or implied) by either Party of a breach or default of any of the provisions of the Agreement (including any Transaction Document) by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either Party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other Party.

14.5. Notices. All notices and other communications required or permitted under the Agreement will be in writing and delivered by confirmed transmission, by courier or overnight delivery service with written verification of receipt, or by registered or certified mail, return receipt requested, postage prepaid, and in each instance, will be deemed given upon receipt. All such notices, approvals, consents and other communications will be sent to the addresses set forth on the cover page to these GTCs or to such other address as may be specified in writing by either Party to the other in accordance with this Section 14.5.

14.6. Invalidity and Severability. If any provision of the Agreement (including any Transaction Document) shall be found by any court to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of the Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

14.7. Negotiated Terms. The Parties agree that the terms and conditions of the Agreement are the result of negotiations between the Parties and that the Agreement shall not be construed in favor of or against either Party by reason of the extent to which such Party or its professional advisors participated in the preparation of the Agreement.

14.8. Survival of Provisions. The provisions of the Agreement that by their nature survive expiration or termination of the Agreement will survive expiration or termination of the Agreement, including, but not limited to, the following Sections of these GTCs: 3 (Payments and Invoicing), 4 (Intellectual Property Rights), 5 (Confidentiality), 7 (Disclaimer of Warranties), 8 (Limitation of Liability), 9.3 (Indemnification by Customer), 10 (Term and Termination), 12 (Third-Party Products and Services), 14 (Miscellaneous), and Exhibit A (Definitions).

14.9. Governing Law and Jurisdiction. The validity of the Agreement and the rights, obligations and relations of the Parties under the Agreement and in any dispute between them will be construed and determined under and in accordance with the substantive laws of the State of Texas, without regard to such state's principles of conflicts of law. If a court must enter or enforce an arbitration award, if a party applies solely for preliminary or injunctive relief, or if the binding arbitration provision set forth in Section 14.12 (Binding Arbitration) is deemed invalid or ineffective, then each Party irrevocably agrees to submit to the exclusive jurisdiction of (and waives any objection to the venue of) the federal or state courts located in Harris County, Texas to enter or enforce such award, to determine such preliminary or injunctive relief, or to

determine such claim or matter arising out of or in connection with this Agreement, as applicable. To the extent otherwise applicable, the Parties hereto agree that the United Nations Convention on the International Sale of Goods will not apply to this Agreement.

14.10. Export Restrictions. Customer agrees to comply fully with all applicable international and national export laws, regulations, orders, decrees, and lists (collectively, "Export Control Laws"), including, but not limited to, the U.S. Export Administration Regulations, the Office of Foreign Asset Control Regulations, and the EU Dual-Use Regulation 428/2009 (each as amended, updated, supplemented, or otherwise modified from time to time), as well as all applicable end-use and destination restrictions issued by the U.S., foreign governments, and supranational bodies to assure that no Product, Service, Third-Party Products, or Third-Party Services (or any product thereof) are (i) exported, directly or indirectly, in violation of any Export Control Laws or (ii) is intended to be used for any purpose prohibited by Export Control Laws. For the avoidance of doubt, Customer agrees that no data, information, or materials resulting from any Product, Service, Third-Party Product, or Third-Party Services will be exported, directly or indirectly, in violation of any applicable Export Control Laws.

14.11. Sanctions. Customer will comply with all UN, EU, US, UK and any other applicable jurisdiction's trade and economic sanctions laws, regulations, embargoes or similar restrictive measures ("Sanctions Laws"). Customer will ensure that it and any distributors appointed by the Customer will not resell any Product, Service, Third-Party Product, or Third-Party Services (or incorporate any Product, Service, Third-Party Product, or Third-Party Services in other products or services to be sold) to persons or entities (i) in violation of Sanctions Laws, (ii) added to US Treasury Department's Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List (the "OFAC SDN List") or (iii) added to the EU Consolidated List or any other applicable sanctions list, including the UK's Consolidated List of Financial Sanctions Targets, each as amended, updated or restated from time to time. Furthermore, no member, employee, director or officer of Customer or, as far as Customer is aware, any person acting on its behalf, is in violation of Sanctions Laws or designated on a UN, EU, US, UK or other applicable sanctions list (a "Restricted Person") or controlled (directly or indirectly) by a Restricted Person.

14.12. Binding Arbitration. Any controversy or claim arising out of or relating to the Agreement, including any breach of the Agreement, shall be determined by final and binding arbitration administered by JAMS under its Streamlined Arbitration Rules and Procedures ("Streamlined Rules"). The award rendered by the arbitrator shall be final, non-reviewable, and non-appealable and binding on the Parties and may be entered and enforced in any court having jurisdiction. There shall be one arbitrator agreed to by the Parties within twenty (20) days of receipt by the respondent of the request for arbitration or in default thereof appointed by JAMS in accordance with the Streamlined Rules, which arbitrator shall have substantial experience in resolving business disputes involving similar products or services. The place of arbitration shall be Harris County, Texas. The arbitrator will have no authority to award punitive, consequential, liquidated, or other damages waived, disclaimed, or otherwise prohibited by the Agreement and the award shall not exceed the applicable limitation of liability set forth in the Agreement. Neither Party has the right to act as a class representative or participate as a member of a class with respect to any arbitrated controversy or claim arising out of or relating to the Agreement (including any breach of the Agreement).

14.13. Waiver of Jury Trial. Each Party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any proceedings relating to the Agreement or any

performance or failure to perform of any obligation under the Agreement.

14.14. Waiver of Right to Class Action. Each Party waives, to the fullest extent permitted by applicable law, any right it may have to participate in a class action in respect of any proceedings relating to the Agreement or any performance or failure to perform of any obligation under the Agreement. Each Party may only bring a claim against the other in an individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

14.15. Ethical Trading Policy. Customer shall comply with AVEVA's then-current ethical trading policy located at www.aveva.com/policies/ethical/en, which shall be incorporated herein by reference.

14.16. Third-Party Beneficiary. Except as expressly set forth in the Agreement, the Parties do not intend to create rights for any person as a third-party beneficiary of the Agreement.

14.17. Entire Agreement; Amendments; Execution. The Agreement constitutes the entire agreement between the Parties relating to its subject matter and supersedes all prior or contemporaneous representations, understandings or agreements whether written or oral, relating to its subject matter. The Agreement will prevail over any additional, conflicting, or inconsistent terms and conditions that may be contained in any purchase order or other document furnished by Customer to AVEVA. The Agreement may be amended or modified only by a writing that is signed by or on behalf of both Parties. The Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. An executed facsimile or electronic copy of the Agreement shall be construed as if it were an original.

Exhibit A Definitions

The following capitalized terms used in these GTCs shall have the respective meanings specified below:

"Addenda" means two or more Addendum.

"Addendum" means any of the following: GDPR and Data Processing Addendum, Local Country Addendum (if applicable), Services Addendum, SaaS Addendum, Software Addendum, Support Addendum, and Software and Support Addendum.

"Affiliates" means, as to any entity, any other entity that, directly or indirectly, Controls, is Controlled by or is under common Control with such entity. To avoid misunderstanding, for AVEVA "Affiliates" means any direct or indirect wholly-owned subsidiary of AVEVA Group plc.

"Agreement" means these GTCs, the Transaction Document(s), and all documents incorporated into such GTCs and Transaction Document(s) (including, but not limited to, the Addenda and Schedules).

"AVEVA" has the meaning set forth in the Purchase Order.

"AVEVA Indemnitees" has the meaning set forth in Section 9.3 (Indemnification by Customer).

"Confidential Information" has the meaning set forth in Section 5.1 (Confidential Information).

"Control" means, with respect to any entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise.

"Customer" has the meaning set forth in the Purchase Order.

"Customer Content" means all software, data (including personal data), information, text, images, audio, video, photographs, non-AVEVA or third-party applications, and other content and material, in

any format, provided by Customer, any of Customer's users, or on behalf of Customer that is stored in, or run on or through, the Products and Services.

"Disclosing Party" has the meaning set forth in Section 5.1 (Confidential Information).

"Documentation" has the meaning set forth in the applicable Addenda or Schedules, as applicable and as the context may require.

"Effective Date" has the meaning set forth in the Purchase Order.

"Export Control Laws" has the meaning set forth in Section 14.10 (Export Restrictions).

"Force Majeure" has the meaning set forth in Section 14.3 (Force Majeure).

"GTCs" has the meaning set forth in the Preamble.

"Initial Term" has the meaning set forth in Section 10.1 (Term of GTCs).

"Intellectual Property Rights" means any patent rights, copyrights, trademarks, trade secrets, moral rights, and other proprietary or intellectual property rights worldwide.

"OFAC SDN List" has the meaning set forth in Section 14.11 (Sanctions).

"Order Form" means any order form entered into by the Parties pursuant to which AVEVA provides Products and certain Services to Customer in accordance with this Agreement.

"Party" and **"Parties"** have the meaning set forth in the Preamble.

"Products" means the Software and SaaS Products that AVEVA lists on a Transaction Document and makes available to Customer.

"Receiving Party" has the meaning set forth in Section 5.1 (Confidential Information).

"Renewal Term" has the meaning set forth in Section 10.1 (Term of GTCs).

"Restricted Person" has the meaning set forth in Section 14.11 (Sanctions).

"SaaS Product" means the subscription-based, hosted software-as-a-service product that is provided to Customer by AVEVA pursuant to an Order Form.

"Sanctions Laws" has the meaning set forth in Section 14.11 (Sanctions).

"Schedule" means the Product or Service Schedule specified in an applicable Transaction Document.

"Services" means professional services, including any implementation, configuration, custom development, or training, that AVEVA provides to Customer pursuant to a Transaction Document (but excluding, for the avoidance of doubt, any SaaS Product).

"Software" means the software products (in object code (machine-readable) format only) licensed to Customer by AVEVA pursuant to a Transaction Document, including any new releases, updates, or versions that AVEVA may make available.

"Statement of Work" or **"SOW"** means any statement of work entered by the Parties pursuant to which AVEVA provides certain Services to Customer in accordance with this Agreement.

"Streamlined Rules" has the meaning set forth in Section 14.12 (Binding Arbitration).

"TD Effective Date" has the meaning set forth in Section 10.2 (Transaction Document Term).

"TD Term" has the meaning set forth in Section 10.2 (Transaction Document Term).

"Term" has the meaning set forth in Section 10.1 (Term of GTCs).

"Third-Party Products" means products (including any software-as-a-service products) and software of a third-party vendor supplied by AVEVA or incorporated by AVEVA into its Products.

"Third-Party Services" means services made available by a third-party vendor.

"Transaction Document" or **"TD"** means any Statement of Work or Order Form entered into pursuant to this Agreement by the Parties.

"\$" shall mean lawful money of the United States.

8.1.2. SUPPORT ADDENDUM

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

1.

ADDITIONAL DEFINITIONS.

1.1. **"AVEVA Proposal"** means the AVEVA document that may describe, among other things, the specific (i) support level chosen by Customer, (ii) Support Services to be provided by AVEVA, (iii) Support Fee (if applicable), (iv) payment terms (if applicable), (v) Support Term (defined below) of the Agreement, and (vi) the Goods and/or Supported Software for which support is being provided under the Agreement.

1.2. **"CFP User Guide"** means the Customer FIRST Program User Guide provided by AVEVA. A **"CFP User Guide"** may not be provided or available to Customer for all Supported Services.

1.3. **"Goods"** means all products, equipment, materials, spare parts, hardware, supplies, and accessories for which support has been purchased under the applicable Transaction Document.

1.4. **"Normal Workday"** or **"Normal Working Hours"** means 9:00 a.m. to 5:00 p.m. on any business day in the location where on-site Support Services are being performed (excluding any public holidays in such location where such on-site Support Services are being performed).

1.5. **"Overtime Rates"** means (i) for any on-site Support Services performed on a public holiday in the location where such on-site Support Services are being performed, twice (2x) the standard rate, (ii) for the first twenty (20) hours of on-site Support Services performed outside of Normal Working Hours during a calendar week (other than those performed on public holiday), one and one-half times (1.5x) the standard rate, and (iii) for all on-site Support Services performed outside of Normal Working Hours during a calendar week in excess of twenty (20) hours (other than those performed on public holiday), twice (2x) the standard rate.

1.6. **"Support Fee"** means the fees described in the Transaction Document to be paid by Customer to AVEVA.

1.7. **"Support Services"** means the support services described in the AVEVA Proposal (or CFP User Guide, as applicable).

1.8. **"Support Term"** means the initial term and any subsequent renewal terms for the Support Services, as set forth in the applicable Transaction Document.

1.9. **“Supported Software”** means Software for which Support Services were purchased, but always excluding Third-Party Products, their related instruction manuals and documentation.

1.10. **“Work Product”** means any art, discovery, improvement, deliverable, process, customization, report, documentation, invention, modification, enhancement, product, software or other item developed, created, or provided in connection with the Support Services, whether or not copyrightable or patentable, inclusive of all related know-how, trade secrets, and any other tangible or intangible technical material or information.

2. SUPPORT SERVICES (CUSTOMER FIRST SUPPORT PROGRAM).

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

2.2. **Support Term and Fees.** Subject to Customer’s payment of the Support Fees, AVEVA will provide the Support Services during the Support Term. If additional Supported Software or Goods are purchased, licensed, or leased by Customer during the Support Term, then AVEVA may require that Customer obtain Support Services for such additional Supported Software or Goods either (a) with a term prorated to expire at the same time as the Support Term or (b) for a different specified term. If Support Services are not included with licensed software and Customer has not purchased Support Services, then AVEVA shall not provide to Customer any Support Services.

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

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

2.5. **Non-Refundable Support Fee.** The Support Fee for the Support Term is non-refundable and Customer acknowledges and agrees that it is obligated to pay the Support Fee for the entire and full Support Term in accordance with the payment schedule set forth in the Transaction Document (or AVEVA Proposal, as applicable).

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

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

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

support for retired versions is available and purchased on a product by product basis.

2.9. Support Exclusions.

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

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

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

(d) AVEVA will NOT provide Support Services on AVEVA software or goods from or repaired by a non-AVEVA-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 AVEVA Proposal (or CFP User Guide), planning, installation, testing, and documentation of expansions, modifications and software upgrades of custom application or Third-Party Programs are NOT covered by the Support Services.

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

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

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

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

performed on the Goods or Supported Software by Customer or third-party personnel resulting in additional material or corrective Support Service requirements by AVEVA will be invoiced at then-current time and material service rates.

2.11. Remote Support Services Security. Remote Support Services 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 Services that are the property of AVEVA shall be returned to AVEVA upon termination or expiration of the Support Term.

2.12. On-Site Support Services.

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

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

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

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

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

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

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

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

(i) AVEVA representatives are 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.

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

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

3. TERMINATION AND SUSPENSION.

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

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

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

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

4. INTELLECTUAL PROPERTY RIGHTS.

AVEVA owns all Intellectual Property Rights in and to the Work Product, including techniques, knowledge or processes associated with the Work Product, regardless whether or not solely created by AVEVA or jointly with the Customer. Customer agrees to execute and to ensure its third parties execute any such documentation as reasonably necessary to secure AVEVA's rights in such Work Product. For the avoidance of doubt, Customer and AVEVA agree and acknowledge that all Work Product will not be considered "work made for hire" under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as may be modified, amended, or supplemented from time to time.

5. WARRANTIES.

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

upgrades, patches, service packs, quick fix, or quick custom or corrective fixes.

5.2. 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 SUPPORT ADDENDUM BY REFERENCE.

6. ADDITIONAL INDEMNIFICATION.

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

7. CUSTOMER OBLIGATIONS.

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

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

8.2. Flexible Services Fund Policy

Flexible Services Fund can be used for:

- The following labor-based services associated with Customer FIRST Support and Services Agreement features:
 - On-site Corrective Assistance
 - Consulting Services provisioned under the Customer FIRST Support and Services Agreement
- AVEVA service personnel travel hours to/from the customer site
- Travel and living expenses related to Customer FIRST Support and Services Agreement features

Flexible Services Fund cannot be used for:

- Consulting Services not provisioned under the Customer FIRST Support and Services Agreement
- Labor hours for any activities, products, software, programs and solutions not related to Customer FIRST Support and Services Agreement features
- Travel and living expenses not related to Customer FIRST Support and Services Agreement features

The following terms and conditions apply to the Flexible Service Fund:

1. The Flexible Services Fund may be provisioned by the customer for a value that will accrue during the coverage period of the Customer FIRST Maintenance and Services Agreement, in accordance with the terms of the Agreement. Allocation to the Flexible Services Fund may differ each year within a multi-year Agreement.
2. Customer's contribution to the Flexible Services Fund will be made together with Agreement payments in accordance with the agreement billing schedule. It may be increased or decreased at renewal of the Agreement. Customer's contribution cannot be cancelled during the annual term or multi-year coverage period.
3. The scope of services usage can be defined at any time prior to, or during, the Agreement coverage period. Delivery of services must be taken within the coverage period.
4. As applicable services are provided, the selling price will be deducted from the Flexible Services Fund. Once the Flexible Services Fund's value has been fully used, no further services can be applied. If desired, customer may replenish funding for use during the remainder of the coverage period.
5. At Agreement expiration, unused Flexible Services Fund balance
 - a. may be rolled forward, establishing a beginning balance in the Flexible Services Fund upon renewal of the Agreement for the next coverage period
 - b. cannot be applied to the Agreement itself on renewal
 - c. will not be refunded to the customer
6. If the Agreement is terminated prior to its expiration date, accrued unused Flexible Services Fund balance will not be refunded to the customer.
7. If the Agreement is terminated prior to its expiration date, a lump-sum invoice will be issued for Flexible Services Fund usage above the accrued customer contribution.

Appendix A – Customer FIRST for Solutions

Customer FIRST for Solutions is a set of services that provide lifecycle support for Advanced Solutions built on AVEVA software products and engineered/ implemented by the AVEVA solution development and integration team.

Customer FIRST for Solutions services and associated benefits are presented below.

- **Support Transition Services** – Solution Support Engineers (SSEs) engage in the pre-production project delivery phases to gain an in-depth knowledge and understanding of the solution and integration points. This process helps to transition expertise and ultimately ensures continuity of support for your engineered solution long after the implementation team completes the project.
- **Application Support** – Each application is unique and may include custom-developed features and functionality that ultimately address the business requirements. Our knowledgeable solution support team is readily available should a client experience an issue with the application. They will focus on the application-specific aspects of the solution, providing efficient resolution and improving plant performance.
- **Integration Support** – Integration of front office business systems with manufacturing applications is often required and sharing data between systems is frequently accomplished via custom-developed interfaces that become critical to the overall operation. The solution support team takes ownership of the integration and will fully support and quickly respond to any issue that disrupts the data flow between business systems, thus minimizing any impact on the production environment.
- **Sustaining Maintenance** – To meet a client’s unique requirements and extend product capabilities, solution development will typically include custom code and configurations. The solution support team provides the engineering services required to protect your engineering investment by ensuring that the custom code and configurations developed by AVEVA are supported over your application lifecycle, providing any code investigation and fixes as required.
- **Solution Knowledge Management** – AVEVA understands the investment clients make in documenting their solutions and the value this documentation provides, especially over the lifecycle of a custom application. AVEVA will provide a centralized vault for code maintenance and document management. All changes to the solution will be reflected in the code and documentation with formal versioning and an audit trail which makes maintaining your application highly efficient.
- **Offline Application Clone Services** – AVEVA will maintain an “in-house” test application – a virtual instance of your production system – to facilitate and streamline delivery of engineering services and for offline troubleshooting, unit testing, upgrade assessment and training. This results in expedited issue resolution and greater confidence in the installation of software fixes as they have been tested on your application.
- **Upgrade Assessment and Services** – Over time, a solution’s underlying products will mature and eventually require an upgrade. Other factors such as hardware, operating system or database version obsolescence/upgrades may also necessitate a need to upgrade AVEVA software to remain compatible. Solution Support Engineers can perform upgrade assessments to evaluate compatibility of the overall solution. Customer FIRST for Solutions may also include services for altering the customized part of the application to ensure the overall solution continues to function as designed after upgrading of the underlying product.
- **Solution Consulting Services** – Applications and their supporting infrastructure will change as your business grows, as technology advances, and as new ideas, concepts and processes develop. These services help IT manage changes related to (customized solutions’) system architecture, application design, fixes, enhancements, upgrades, and drive consistent application performance over time.

- **Enhancements Services** – As business needs and IT infrastructure change, a software application may need to be updated and additional functionality developed. These services provide limited enhancements and changes to the custom code and also a team of engineers who can develop the required additional functionality and extend an application's value. (Note: Enhancements and new functionality/features may require a separate Statement of Work and purchase order.)



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