

aveva.com

---

# CUSTOMER FIRST User Guide

**AVEVA**



# AVEVA Customer FIRST Program User Guide

Version 1.6, July 2021

© 2021 AVEVA Group plc and its subsidiaries. All rights reserved.

AVEVA, the AVEVA logos and AVEVA product names are trademarks or registered trademarks of aveva group plc or its subsidiaries in the United Kingdom and other countries. Other brands and products names are the trademarks of their respective companies.

AVEVA Group plc  
High Cross, Madingley Road  
Cambridge CB3 0HB, UK  
Tel +44 (0)1223 556655  
Fax +44 (0)1223 556666

---

[aveva.com](https://www.aveva.com)



# Table of contents

|  |           |
|--|-----------|
| <b>1. AVEVA CUSTOMER FIRST PROGRAM .....</b>   | <b>5</b>  |
| 1.1. PROGRAM OVERVIEW .....  | 6         |
| 1.2. OPTIONAL SERVICES .....   | 7         |
| <b>2. PRICING .....</b>  | <b>7</b>  |
| 2.1. SUPPORT REINSTATEMENT FOR LAPSED ENROLLMENT .....   | 7         |
| <b>3. INCLUDED SERVICES.....</b>   | <b>7</b>  |
| <b>3.1. TECHNICAL SUPPORT AND SERVICES .....</b>   | <b>7</b>  |
| 3.1.1. Business Hours Technical Support (Normal Local Business Hours).....                           | 7         |
| 3.1.2. Knowledge and Support Center Website .....  | 8         |
| 3.1.3. Customer FIRST Mobile Support App .....   | 8         |
| 3.1.4. Level 2 – Direct Technical Support .....  | 9         |
| 3.1.5. En Route Response Plan for Billable Onsite Corrective Assistance.....                         | 9         |
| 3.1.6. Discount on Technical Support Consulting Services.....  | 10        |
| 3.1.7. eLearning .....   | 10        |
| 3.1.8. Cloud Application Accessibility Support (24/7/365) .....                                      | 10        |
| 3.1.9. Emergency 24-Hour Technical Support (24/7/365) .....  | 11        |
| 3.1.10. Customer FIRST Program Reviews (Per Year).....   | 11        |
| 3.1.11. Technical Support Priority Response Commitment .....   | 11        |
| <b>3.2. SOFTWARE MAINTENANCE AND UTILITIES .....</b>   | <b>11</b> |
| 3.2.1. Software Version Upgrades and Revisions.....  | 11        |
| 3.2.2. Software Maintenance Releases, Service Packs, Patches, Updates and Hotfixes .....             | 12        |
| 3.2.3. Software Asset Manager (for formerly Wonderware, Citect, Ampla products) .....                | 13        |
| 3.2.4. License Assurance.....  | 13        |
| 3.2.5. Discount on Test and Offline Development System Licenses .....                                | 13        |
| 3.2.6. AVEVA System Monitor .....  | 13        |
| <b>3.3. ADDITIONAL BENEFITS: MINIMUM CONTRACT SPEND REQUIRED .....</b>                               | <b>14</b> |
| 3.3.1. Block of Technical Support Consulting Services .....  | 14        |
| 3.3.2. Included Training for Your AVEVA Software Product (Classroom or Virtual Instructor-led) ..... | 14        |
| 3.3.3. Complimentary Invitations to AVEVA Software Customer Events.....                              | 15        |
| 3.3.4. Dedicated Customer Portal .....   | 15        |
| <b>4. OPTIONAL SERVICES .....</b>  | <b>16</b> |
| <b>4.1. SUCCESS SERVICES.....</b>  | <b>16</b> |
| 4.1.1. Flexible Funding for Services .....   | 16        |
| 4.1.2. Resident Engineer.....  | 16        |
| 4.1.3. Customer Success Management Packages .....  | 16        |
| 4.1.4. Success Accelerators .....  | 17        |

4.1.5. Success Points..... 17

4.1.6. Customer FIRST for Solutions ..... 17

**5. AVEVA GLOBAL CUSTOMER SUPPORT ..... 19**

**5.1. AVEVA SUPPORT MODEL ..... 19**

**5.2. CONTACTING TECHNICAL SUPPORT ..... 20**

5.2.1. Accessing Cloud Support ..... 20

5.2.1.1. Service Status..... 20

**5.3. OBTAINING EMERGENCY 24X7 SUPPORT ..... 20**

5.3.1. Contact Information for Emergency Support..... 20

**5.4. CASE SUBMISSION ..... 21**

**5.5. GATHER HELPFUL INFORMATION BEFORE YOU CONTACT US ..... 21**

**5.6. WHAT HAPPENS WHEN YOU REQUEST SUPPORT ..... 21**

**5.7. SUPPORT ESCALATION POLICY AND UPDATE FREQUENCY..... 22**

5.7.1. Initial Response Target ..... 23

5.7.2. Escalating Your Issue ..... 24

**5.8. WHEN IS YOUR CASE CLOSED? ..... 24**

**5.9. SUBMITTING A FEATURE REQUEST ..... 24**

**5.10. REQUESTS AND ELIGIBILITY FOR SOFTWARE FIX ..... 25**

**5.11. REMOTE SUPPORT ..... 25**

**6. WARRANTY VERSUS SUPPORT – WHAT IS THE DIFFERENCE? ..... 25**

**6.1. WARRANTY ..... 25**

**6.2. SUPPORT AND SERVICE..... 26**

**7. LIFECYCLE AND SUPPORT POLICIES ..... 26**

**8. COMMERCIAL TERMS AND CONDITIONS ..... 27**

**8.1. AVEVA CUSTOMER FIRST PROGRAM TERMS AND CONDISTIONS..... 27**

8.1.1. AVEVA General Terms and Conditions ..... 27

8.1.2. Support Addendum ..... 33

**8.2. FLEXIBLE SERVICES FUND POLICY ..... 36**

**8.3. SUCCESS POINTS POLICY ..... 38**

**9. APPENDIX A – CUSTOMER SUCCESS MANAGEMENT PACKAGES ..... 40**

- 9.1. INCLUDED SERVICES ..... 40**
- 9.1.1. Customer Success Management Package Onboarding ..... 40
- 9.1.2. New Software Features and Offers Introduction ..... 40
- 9.1.3. Adoption Workshop ..... 40
- 9.1.4. System Health and Performance Review ..... 41
- 9.1.5. Application Design and Architecture Consulting..... 41
- 9.1.6. Training Path Assessment ..... 41
- 9.1.7. Success Planning and Business Review ..... 41
- 9.1.8. Pre-Commissioning Consulting..... 42
- 9.1.9. Upgrade and/or Migration Planning ..... 42
- 9.1.10. Patch and Maintenance Planning..... 42
- 9.1.11. Root Cause Analysis..... 43
- 9.1.12. System Performance Tools and Utilities ..... 43
- 9.1.13. Success Points..... 43
  
- 10. APPENDIX B – CUSTOMER FIRST FOR SOLUTIONS ..... 45**

# 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, including software delivered via one of our flexible subscription options. Customer FIRST is purchased in the form of an annual or multi-year agreement, purchased separately or as part of your software subscription.

Customer FIRST 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 includes:

- 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 three distinct program levels –Standard, Premium and Elite<sup>1</sup>. 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.

| Included Services   | Standard | Premium  | Elite   |
|---|----------|----------|---------|
| <b>Technical Support and Services</b>   |          |          |         |
| Business Hours Technical Support (Normal Local Business Hours)                          | ✓        | ✓        | ✓       |
| Knowledge and Support Center Website  | ✓        | ✓        | ✓       |
| Customer FIRST Mobile Support App   | ✓        | ✓        | ✓       |
| Level 2 - Direct Technical Support  | ✓*       | ✓        | ✓       |
| En Route Response Plan for Billable Onsite Corrective Assistance                        | NBD      | 24 hours | 4 hours |
| Discount on Technical Support Consulting Services                                       | 5%       | 10%      | 20%     |
| eLearning   | ✓        | ✓        | ✓       |
| Cloud Application Accessibility Support (24/7/365)                                      | ✓        | ✓        | ✓       |
| Emergency 24-Hour Technical Support (24/7/365)  |          | ✓        | ✓       |
| Customer FIRST Program Reviews (Per Year)   |          | 1        | 2       |
| Technical Support Priority Response Commitment  |          |          | ✓       |
| <b>Software Maintenance And Utilities</b>   |          |          |         |
| Software Version Upgrades and Revisions   | ✓        | ✓        | ✓       |
| Software Maintenance Releases, Service Packs, Patches, Updates and Hotfixes             | ✓        | ✓        | ✓       |
| Software Asset Manager (for formerly Wonderware, Citect, Ampla products)                | ✓        | ✓        | ✓       |
| License Assurance**   |          | ✓        | ✓       |
| Discount on Test and Offline Development System Licenses                                |          | ✓        | ✓       |
| AVEVA™ System Monitor   |          |          | ✓       |
| <b>Additional Benefits: Minimum Contract Spend Required</b>                             |          |          |         |
| Block of Technical Support Consulting Services  |          | 16 hrs   | 24 hrs  |
| Included Training for Your AVEVA Software Product (Classroom or Virtual Instructor-led) |          | 1 seat   | 2 seats |
| Complimentary Invitations to AVEVA Software Customer Events                             |          | 2        | 5       |
| Dedicated Customer Portal   |          | ✓        | ✓       |

\* Only available at Premium and Elite levels when purchased through AVEVA Partner

\*\* License Assurance included for all subscriptions/cloud-hosted software

<sup>1</sup> 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 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.

| Optional Services                    | Standard | Premium | Elite |
|--------------------------------------|----------|---------|-------|
| Flexible Funding for Services        | ✓        | ✓       | ✓     |
| Resident Engineer                    |          | ✓       | ✓     |
| Customer Success Management Packages |          | ✓       | ✓     |
| Success Accelerators                 |          | ✓       | ✓     |
| Success Points                       |          | ✓       | ✓     |
| Customer FIRST for Solutions         |          | ✓       | ✓     |

## 2. Pricing

The AVEVA Customer FIRST Program is an annual fee-based software maintenance and support program, included with your AVEVA software subscription or purchased separately. 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 Center 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: Standard, Premium, Elite**

AVEVA provides expert technical assistance during normal business hours via regional support centers 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 Standard level of the program who have purchased their agreement through a local AVEVA 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 AVEVA Distributor will also be entitled to contact AVEVA Global Customer Support directly during business hours (see *Level 2 - Direct Technical Support* 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 Center Website

**Included in the following support levels: 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 Center website. Your website access also allows you to leverage the knowledge of your peers using our Community forums.

The AVEVA website provides you with on-demand product downloads, as well as case management. You can submit online 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 online<sup>2</sup> by the submitter.

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

### 3.1.3. Customer FIRST Mobile Support App

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

The Customer FIRST App is a mobile application (smartphone or tablet application) designed to give you access to support when you're on the go and to help you understand your support and service entitlements. The Customer FIRST app:

1. 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. Is integrated with AVEVA's Knowledge and Support Center website, allowing you to submit and review your cases when you're on the move.

The Customer FIRST Mobile Support App is available for both iPhone and Android devices.

**Note:**

- Your login credentials for our Knowledge and Support Center website are also your username and password for the app.

---

<sup>2</sup> Cases opened with your local AVEVA Distributor CSP will not be visible on the AVEVA Knowledge and Support Center Website

### 3.1.4. Level 2 – Direct Technical Support

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

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

Note:

- \*This entitlement is only included at Premium and Elite levels when purchasing your Customer FIRST agreement through an AVEVA Distributor.

### 3.1.5. En Route Response Plan for Billable Onsite Corrective Assistance

**Included in the following support levels: 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. If our technical support engineers are unable to resolve your technical support case using remote 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 a stable, operational state. These activities may include system troubleshooting, and software restoration<sup>3</sup> or correction due to data corruption. While this type of support is typically time-sensitive in nature, en route response time commitment<sup>4</sup> is determined by your level of Customer FIRST support enrollment:

- Elite – 4 hours\*
- Premium – 24 hours\*
- Standard – 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.

---

<sup>3</sup> 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.

<sup>4</sup> \*This commitment is dependent upon availability of regional resources and arrival time is dependent on transportation contingencies beyond AVEVA's control. Your AVEVA salesperson will work with you to define the response commitment appropriate for your site.

### 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 delivered by the experts within our Global Customer Support team.

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.

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

Note:

- This discount provided under the Customer FIRST Program is applied to standard services pricing and cannot be combined with any other discount, including corporate/volume pricing discounts applicable to Consulting Services.
- This discount can be applied to Success Accelerators.

### 3.1.7. eLearning

**Included in the following support levels: 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 access to AVEVA eLearning includes a wide range of online classes, including a collection of feature specific recorded lectures and software demonstrations.

Notes:

- Qualified eLearning webinars are designated with a “Complimentary/FREE Offering” icon within our course catalogue.
- Availability of eLearning modules varies depending upon AVEVA product.

Learn more about our training options at <https://www.aveva.com/en/training/>.

### 3.1.8. Cloud Application Accessibility Support (24/7/365)

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

AVEVA provides you with 24-hour access to technical support for issues related to user access and connectivity for your cloud applications.

### 3.1.9. Emergency 24-Hour Technical Support (24/7/365)

**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.

Note:

- AVEVA provides after-hours support in the English language only.

### 3.1.10. Customer FIRST Program Reviews (Per Year)

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

AVEVA, in conjunction with your local distributor sales representative<sup>5</sup>, will review the Customer FIRST 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.

### 3.1.11. 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. Your Elite level enrollment ensures that you will have expedited access to our technical support engineers when opening your cases, leading to expedited resolution times<sup>6</sup>.

## 3.2. Software Maintenance and Utilities

### 3.2.1. 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 also provides you with on-demand access to product downloads via our Knowledge and Support Center website.

Notes:

- AVEVA makes no guarantee that version and revision releases will become available during such enrollment period.

---

<sup>5</sup> Where applicable.

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

- Customers using our software on our common cloud platform, AVEVA Connect, inherently get the latest software and applications in environments maintained and managed by AVEVA.
- Availability of version upgrades and revisions is subject to our Software Lifecycle Policy, which can be found on our Knowledge and Support Center website.
- 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 3<sup>rd</sup> party software (i.e. operating systems, anti-virus software etc.) upgrades are not included under this benefit.
- 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.

### **3.2.2. Software Maintenance Releases, Service Packs, Patches, Updates and Hotfixes**

#### **Included in the following support levels: 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 also provides you with on-demand access to product downloads via our Knowledge and Support Center website.

#### **Notes:**

- AVEVA makes no guarantee that maintenance releases will become available during the agreement period.
- Customers using our software on our common cloud platform, AVEVA Connect, inherently get the latest software and applications in environments maintained and managed by AVEVA.
- 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.



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

**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 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 transfer the original licenses to a new machine at no additional cost.

Note:

- License Assurance provides coverage for perpetual licenses (non-subscription). Subscription and cloud-hosted product availability is governed by your AVEVA Subscription and/or AVEVA Cloud Services Agreement.

### 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 of your 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. 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 and 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. AVEVA System Monitor

**Included in the following support levels: Elite**

The AVEVA System Monitor software application—installed at your plant—continuously monitors your 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. System Monitor 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 System Monitor 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.

Note:

- AVEVA System Monitor is currently available for formerly Wonderware products only.

### 3.3. Additional Benefits: Minimum Contract Spend Required

#### 3.3.1. Block of Technical Support Consulting Services

**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.
- Unused hours cannot be rolled forward into the next 12-month term or Agreement coverage period.

#### 3.3.2. Included Training for Your AVEVA Software Product (Classroom 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 or for one of our virtual instructor-led classes.

Qualified Customer FIRST members will receive:

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

Notes:

- \*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>.

### 3.3.3. Complimentary Invitations to AVEVA Software 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\*

Notes:

- \*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 Dedicated Customer Portal, embedded within our Knowledge and Support Center website, 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 following<sup>7</sup>:

- 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.

---

<sup>7</sup> Customer Portal functionality may vary by brand.

## 4. Optional Services

### 4.1. Success Services

AVEVA offers a variety of optional services – including Success Accelerators and Management Packages – that complement a Customer FIRST agreement. Our extensive portfolio of services are outcome-based and focused on accelerating adoption.

#### 4.1.1. Flexible Funding for Services

**Optional for the following support levels: 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 entitlements. 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.

#### 4.1.2. 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 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.

#### 4.1.3. Customer Success Management Packages

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

Customer Success Management provides personalized guidance and services to help you quickly and fully apply AVEVA solutions and ensure success. Technical experts extend your capabilities through best-practice leadership and hands-on expertise, helping you achieve rapid adoption and optimized production performance. Our objective is to simplify your journey towards success as you define it.

These packages are a bundle of strategic engagements and services – many available remotely – that provide personalized guidance from highly competent Customer Success Managers (CSMs) and other experienced technical resources. Each package provides a high level of engagement:

- **Advanced** – A strategic team is focused on your long-term success. Designated CSMs and technical resources extend your team’s capabilities through best-practice leadership and hands-on expertise to achieve rapid adoption and optimized production performance. CSMs at this level typically manage four to six accounts of medium to high complexity.
- **Enterprise** – A dedicated resource(s) drives coordinated success activities across geographic regions. Enterprise builds on the Advanced level with CSMs providing cohesive, global oversight to ensure best-practice standardization and optimized deployment of AVEVA technology. Enterprise-level CSMs are typically assigned to Global Accounts (or similar) and manage no more than two accounts.
- See [Appendix A](#) for more information on included engagements.

#### 4.1.4. Success Accelerators

##### **Optional for the following support levels: Premium, Elite**

AVEVA has an extensive and growing collection of optional Success Accelerators, delivered by our Global Customer Support experts. Success Accelerators are targeted, short-term services crafted to deliver specific and tangible outcomes. They provide access to advanced AVEVA product expertise to address both technical and operational challenges you may have across all lifecycle stages of your AVEVA software.

Find more information regarding available Success Accelerators on our website:

<https://www.aveva.com/en/support/success-accelerators/>.

#### 4.1.5. Success Points

##### **Optional for the following support levels: Premium, Elite**

Optional success-based services and resources are available through the AVEVA Customer FIRST Program to help you be successful with your software. Your needs will change as your business grows, as technology advances, and as new ideas, concepts and processes develop. Our Success Points model is a convenient way to pre-pay for these services with the flexibility to adjust as needed over the coming year. This also means that you won’t have to issue individual purchase orders; you can simply tap into your Success Points when you need a Success Accelerator performed.

You can pre-pay into your account annually with your Customer FIRST agreement and then add to it as your points are consumed (in increments of 20 or 50 points).

Refer to the [Success Points Policy](#) for additional usage information.

Note:

- Success Points can be used for Success Accelerator and Customer Success Management package services only and cannot be redeemed for other delivery services or for software purchases.

#### 4.1.6. 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 B](#).

## 5. 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 our Global Customer Support centers.

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 center 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 support 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.

### 5.1. 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 Channel                       | Program Level            | Support Provider                                 |
|-------------------------------------|--------------------------|--|
| <b>AVEVA Direct Salesperson</b>     | Standard, Premium, Elite | AVEVA Global Customer Support                    |
| <b>AVEVA-authorized Distributor</b> | Standard                 | Distributor CSP*                                 |
| <b>AVEVA-authorized Distributor</b> | 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) centers 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:

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

## 5.2. Contacting Technical Support

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

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

You can also email [custfirstsupport@aveva.com](mailto:custfirstsupport@aveva.com).

### 5.2.1. Accessing Cloud Support

Any issues related to AVEVA Connect, user accounts or user connectivity to AVEVA Cloud should be reported to the AVEVA Global 24x7 Cloud Support team via email: [cloud.support@aveva.com](mailto:cloud.support@aveva.com).

#### 5.2.1.1. Service Status

AVEVA maintains a real-time status dashboard, where you can get updates on the status and system health of our cloud offers via <https://status.connect.aveva.com/>.

We use this dashboard to publish notifications for scheduled maintenance updates to our solutions, and if there are any interruptions to service, we will provide an initial status along with regular updates until we return service to normal. You can also subscribe to relevant alerts to be notified of postings as they are made.

## 5.3. 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.*

### 5.3.1. Contact Information for Emergency Support

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 Center website.***

## 5.4. 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 centers.

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 to you accordingly.

All cases entered into the AVEVA case management system can be accessed by AVEVA support centers 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.

## 5.5. 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 the 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?

## 5.6. What Happens When You Request Support

When you contact AVEVA Global Customer Support or submit a question via our Knowledge and Support Center website, we will quickly process your request. Support enquiries 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.

### 5.7. Support Escalation Policy and Update Frequency

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:

| Case Priority Levels      |   |  |
|---------------------------|---|--|
| Priority Level            | Definition  | Action To Be Taken   |
| <b>P1 - Critical</b>      | 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. |
| <b>P2 - Serious</b>       | 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.  |
| <b>P3 - Moderate</b>      | 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.  |
| <b>P4 - Informational</b> | 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.  |



### 5.7.1. Initial Response Target

Depending upon your Customer FIRST program level enrollment and the priority level of your case, AVEVA Global Customer Support applies the initial response targets shown in the table below when handling your case. The initial response target is met when the first activity related to the case is:

- performed by our technical support engineer **AND**
- is communicated to you or is viewable as an activity under the case details in the case management area of our Knowledge and Support Center website **AND**
- is performed within the target amount of time shown in the chart

| Initial Response Target |            |          |          |
|-------------------------|------------|----------|----------|
| Priority Level          | Elite      | Premium  | Standard |
| P1 - Critical           | 30 minutes | 1 hour   | 2 hours  |
| P2 - Serious            | 1 hour     | 2 hours  | 4 hours  |
| P3 - Moderate           | 8 hours    | 12 hours | 16 hours |
| P4 - Informational      | 12 hours   | 16 hours | 24 hours |

*Note: The elapsed time for the purposes of determining whether Initial Response Target is met is the time elapsed during the normal business hours of the receiving AVEVA Customer Support regional center, except for P1 enquiries where the elapsed time includes both business hours and after-hours.*

In addition, AVEVA Global Customer Support will provide you with regular updates on your issue based on the priority level of the case and your Customer FIRST program level:

| Update Frequency   |              |              |              |
|--------------------|--------------|--------------|--------------|
| Priority Level     | Elite        | Premium      | Standard     |
| P1 - Critical      | 6 hours      | 12 hours     | Once per day |
| P2 - Serious       | Once per day | Once per day | 2 days       |
| P3 - Moderate      | 3 days       | 4 days       | 5 days       |
| P4 - Informational | 5 days       | 5 days       | 8 days       |

*Note: The update frequency schedule is based on the time elapsed during the normal business hours of the receiving AVEVA Customer Support regional center, except for P1 enquiries where the elapsed time includes both business hours and after-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.

### 5.7.2. Escalating Your Issue

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

## 5.8. 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 the AVEVA portfolio and product management group 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.

## 5.9. 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 Center.

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.

## 5.10. 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.

## 5.11. 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.

# 6. Warranty versus Support – What is the Difference?

## 6.1. 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.

## 6.2. Support and Service

AVEVA offers Customer FIRST support and service coverage for the entire product lifecycle, which includes the warranty timeframe. With Customer FIRST Program coverage, access to expert technical support and comprehensive services will help ensure successful initial operation and on-going system performance.

## 7. 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.

AVEVA provides consistent and predictable guidelines for product support, compatibility and availability for its customers, providing excellent visibility as to where products are in their lifecycles. AVEVA has established clear 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 and its lifecycle phase is posted on the AVEVA Knowledge and Support Center website, and we provide periodic notification of all product transitions from one lifecycle phase to the next.

Logon to the AVEVA Knowledge and Support Center website for product lifecycle information:

<https://softwaresupport.aveva.com/>.

## 8. Commercial Terms and Conditions

### 8.1. AVEVA Customer FIRST Program Terms and Conditions

#### 8.1.1. AVEVA General Terms and Conditions<sup>8</sup>

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 and shall comply with any and all 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. **Payment.** Upon credit approval, unless otherwise agreed in the applicable Transaction Document, Customer shall pay all fees specified in the applicable invoice for the Products and Support Services within thirty (30) days from the invoice date. Customer shall pay a late charge of 1.5% per month on all payments which are not paid when due.

3.2. **Taxes.** Fees and other charges described in the Agreement do not include taxes. Unless otherwise agreed in the applicable Transaction Document, Customer will pay any sales, value-added or other similar taxes imposed by applicable law based on the Products and Support 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.

3.3. Customer will provide proof of any exemption from sales taxes to AVEVA at least fifteen (15) Business Days before the due date for paying an invoice. If AVEVA does not collect the required sales taxes from Customer but is subsequently required to remit the sales taxes to any taxing authority, Customer will promptly reimburse AVEVA for the sales taxes, including any accrued penalty or interest charges if the failure to timely collect and remit was not due to the fault of AVEVA.

3.4. Each party is responsible for its own income taxes or taxes based on gross revenues or gross receipts.

3.5. **Non-Refundable Fees.** Customer acknowledges and agrees that orders placed by Customer for Products and Support 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 of 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

<sup>8</sup> AVEVA GTCs (US)-v2.5-9 July 2020 (JS)



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.

4.5. AVEVA Trademarks. Unless otherwise expressly stated in this Agreement, AVEVA retains all goodwill in and Customer has no rights in any trademark owned by AVEVA, whether registered or unregistered, including but not limited to the following: AVEVA, the AVEVA logo, Wonderware, Bocad, FabTrol and InTouch. A list of AVEVA trademarks can be found at <https://sw.aveva.com/legal/trademarks>

## 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 AND/OR ANY APPLICABLE ADDENDA), 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. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, 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. Notwithstanding anything to the contrary herein, 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. Termination will not relieve Customer of its obligations specified in Section 10.5 and will not entitle Customer to a refund of any license fees (or any applicable Software support fees) previously paid.

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. TRADE CONTROL.**

14.1. The Customer will not, directly or indirectly, export, re-export, transfer or otherwise make available, or use the Product to any person or in any manner, or be involved in any act, that could result in AVEVA or its Affiliates being in violation of, or being subject to negative consequences under, Trade Control Laws.

14.2. AVEVA shall have the right to suspend its obligations under, or terminate, this Agreement with immediate effect in the event that:

14.2.1. AVEVA determines that, in its reasonable opinion, the Customer has breached or is likely to breach Section 14.1; or

14.2.2. the Customer or the Product becomes subject to Trade Control Laws and, as a result, AVEVA determines that, in its reasonable opinion, the continued performance of its obligations under this Agreement could result in AVEVA or its Affiliates being in violation of, or being subject to negative consequences under, Trade Control Laws.

#### **15. MISCELLANEOUS.**

15.1. 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.

15.2. 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.

15.3. 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.

15.4. 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.

15.5. 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 15.5.

15.6. 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.

15.7. 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.

15.8. 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), 15 (Miscellaneous), and Exhibit A (Definitions).

15.9. 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 15.10 (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.

15.10. 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).

15.11. 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.

15.12. 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.

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

15.14. 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.

15.15. 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, or any clickwrap agreement covering the same subject matter. 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 Preamble.

**"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 Preamble.

**"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 Preamble.

**"Export Control Laws"** means any laws that control, restrict, or impose licensing requirements on export, re-export or transfer of goods, software, technology, or services, issued or adopted by any government, state or regulatory authority of any country in which obligations under this Agreement are to be performed, or in which AVEVA or any of its Affiliates are incorporated or operate, including without limitation the United States of America, the United Kingdom, and the European Union or of any of its Member States.

**"Force Majeure"** has the meaning set forth in Section 15.3 (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.

**"Order Form"** means the document issued by AVEVA or an authorized AVEVA distributor or authorized AVEVA reseller in hard or electronic copy which, among other things, may identify (i) the particular Software ordered by or for Customer, (ii) the location of the designated Device(s) or Named Users, (iii) the duration of term of the Software license granted to Customer, (iv) the

license fees and any applicable Software support fees owed by Customer and/or (v) the payment schedule.

**"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).

**"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"** means any economic, financial, trade or other, sanction, restriction, embargo, import or export ban, prohibition on transfer of funds or assets or on performing services, or equivalent measure imposed by any government, state or regulatory authority of any country in which obligations under this Agreement are to be performed, or in which AVEVA or any of its Affiliates are incorporated or operate, including without limitation the United States of America, the United Kingdom, and the European Union or of any of its Member States.

**"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 15.10 (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.

**"Trade Control Laws"** means Export Control Laws and Sanctions Laws.

**"Transaction Document"** or **"TD"** means any Statement of Work or Order Form entered into pursuant to this Agreement and any schedules or other attachments thereto.

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

## 8.1.2. Support Addendum<sup>9</sup>

This AVEVA 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

<sup>9</sup> AVEVA Support Addendum (US)-v2.5-9 July 2020 (JS)



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 of 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 performance 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:
  - Success Accelerators
  - Consulting services, including;
    - System and network configuration, performance optimization
    - Database configurations, expansion or resizing to meet new requirements, data recovery
    - Software deployments to production system environment
    - Additional software documentation, testing and validations
  - Onsite technical support
  - AVEVA training
- 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
- Software/product purchases

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.

## 8.3. Success Points Policy

### Definitions:

**“Success Points”** means the virtual points purchased by Customer which may be redeemed directly for Success Accelerators.

**“Success Accelerator”** means the predefined service listed in the AVEVA Success Accelerator catalogue, delivered by AVEVA Global Customer Support.

Success Points embedded within a Customer Success Management Package purchased by the Customer or purchased separately can be used for the following labor-based services:

- Success Accelerators
- Travel and living expenses related to onsite delivery of a Success Accelerator

Success Points cannot be used for:

- Ad-hoc Consulting Services outside the scope of predefined Success Accelerators
- Labor hours for any activities, products, software, programs and solutions not related to Success Accelerators
- Travel and living expenses not related to delivery of a Success Accelerator
- Software/product purchases

The following terms and conditions apply to Success Points:

1. Success Points may be allocated to the Customer with the purchase of a Customer Success Management Package or optionally provisioned by the customer for a value that will accrue during the coverage period of the Customer FIRST Agreement, in accordance with the terms of the Agreement. Optional provisioning of Success Points may differ each year within a multi-year Agreement.
2. Payments for Customer’s optional provisioning of Success Points 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. Success Points will be allotted to the Customer for use throughout the entire Term of the Customer FIRST agreement. Any unused Success Points remaining at the end of the Customer FIRST term may not be carried forward to an extension or any other term, except:
  - a. Customers who have renewed their Customer FIRST agreement will have a 90-day grace period to use any unused Success Points from the prior term. At the expiration of the 90-day grace period all remaining unused Success Points will also expire.
4. Top-Up Success Points. Top-Up Success Points are additional Points purchased by Customer during the course of the then-current year Customer FIRST Term in order to make up for an overage in Points usage or to supplement Point usage. Top-Up Points purchased by Customer for Success Accelerators will be coterminous with the Points allowance in the then-current year and may not be carried forward into any future year.
5. Non-Cancellable and Non-Refundable. The order placed by Customer for Success Points will be non-cancellable and the fees paid are non-refundable.
  - a. If the Agreement is terminated prior to its expiration date, a lump-sum invoice will be issued for Success Points usage above the accrued customer contribution.
6. Success Points designated for use at one specific Customer location may not be transferred or used at another Customer location without the express written permission of AVEVA.

7. 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.
8. As applicable Success Accelerators are provided, the selling price will be deducted from the Success Points balance. Once the Success Points balance has been fully used, no further services can be applied. If desired, Customer may replenish for use during the remainder of the coverage period.



# 9. Appendix A – Customer Success Management Packages

## 9.1. Included Services

This section includes brief descriptions of the entitlements under our Customer Success Management packages. An Offer Reference document which contains the detailed scope and expectations for each service will be provided to your team prior to delivery of any of the included success engagements.

### 9.1.1. Customer Success Management Package Onboarding

This strategic engagement will formally introduce you and your stakeholders to your AVEVA Customer Success Manager (CSM) and will provide a comprehensive and personalized overview of the entitlements and benefits of your Customer Success Management package. During the session, your CSM will provide details on roles and responsibilities, and guidance on how and when you can best leverage the features of the package to achieve your high-level business goals – resulting in mutually agreed upon timelines and expectations for the term of the service.

- Advanced – 1 Engagement
- Enterprise – Up to 3 Engagements

### 9.1.2. New Software Features and Offers Introduction

An AVEVA technical expert will conduct a tailored session(s) to introduce you to the latest software features and enhancements available for your licensed AVEVA products. This personalized experience focuses on helping you adopt new capabilities that are most relevant to your business based on AVEVA's knowledge and understanding of your operations and AVEVA software.

- Advanced – 1 Engagement
- Enterprise – Up to 3 Engagements

Note:

- Product training, product customization, data migration, support or customization of third-party software, and integration with third-party software are not in scope.

### 9.1.3. Adoption Workshop

As part of the AVEVA customer success engagement framework, our Software Adoption Workshop is designed to accelerate adoption and ensure that your team is effectively and efficiently using your AVEVA software solutions.

This workshop will focus on a set of mutually agreed upon areas of technology to benchmark current deployment of your solutions, levels of feature usage and adoption/consumption, highlight best practices to fully utilize AVEVA software, and identify gaps in usage that could uniquely increase value and productivity – and more directly, produce a positive impact in your operating performance.

- Advanced – 1 Engagement
- Enterprise – Up to 3 Engagements

Note:

- Additional needs for consulting, training, or services for new products identified during the workshop will require a separate, billable engagement and statement of work.

### 9.1.4. System Health and Performance Review

The System Health and Performance Review offering provides detailed information and data on your system, allowing you to review and identify any potential issues with the current environment. The included report provides a summarized and in-detail overview of the system's health state. Based on this information, system support administrators should be enabled to plan and execute actions preventing potential failure conditions or operational interruptions.

The offering captures and summarizes server performance over a defined sample period for current system arbitration states, performance counters, server disk utilization, SQL Server database utilization, physical memory, CPU and page file utilization.

- Advanced – 1 Engagement
- Enterprise – Up to 3 Engagements

### 9.1.5. Application Design and Architecture Consulting

AVEVA technical expert will review your business requirements, definitions, and high-level and detailed designs for your AVEVA software solution and supporting infrastructure and provide recommendations to ensure your solution is designed and engineered using best practices.

Whether you are developing your AVEVA solution in-house or using a third-party System Integrator, a thorough application design and architecture review can be instrumental, especially for large, complex and/or distributed environments. This service will identify potential configuration- or deployment-related issues early in the application lifecycle and prior to commissioning for a solution that supports your long-term business requirements.

- Advanced – 1 Engagement
- Enterprise – Up to 3 Engagements

### 9.1.6. Training Path Assessment

AVEVA's training curriculum includes hundreds of online and instructor-led courses and learning solutions to help you maximize the efficiency and effectiveness of your workforce. This offer provides an AVEVA training expert to work with you to determine the best training approach for your company.

- Advanced – 1 Engagement
- Enterprise – 1 Engagement

Note:

- Custom training courses are not included in this review.

### 9.1.7. Success Planning and Business Review

Success Planning and Business Reviews foster alignment across the extended team and help constitute a successful technology partnership with you and AVEVA. Key executives, champions and stakeholders within your company will present their short- and long-term strategic goals and expectations for the AVEVA software and services investment.

During the Success Planning session, your Customer Success Manager will develop and recommend a path to help achieve your objectives and help establish priorities and evaluation criteria. The information captured will be documented in a detailed Success Plan that identifies business outcomes and value drivers that will be used as the basis for conducting Business Reviews.

The Business Review is conducted quarterly and is intended to track progress towards achieving your business outcomes and to assess and improve on the effectiveness of activities defined in the Success Plan.

- Advanced – 1 Engagement
- Enterprise – Up to 3 Engagements

Note:

- Service engagements beyond what is provisioned in the Advanced or Enterprise levels will not be included within the scope of planning and review.

### 9.1.8. Pre-Commissioning Consulting

This comprehensive offering provides you with the confidence that your system is tuned and ready for a trouble-free commissioning and production system cutover. Pre-commissioning consulting is critical to the success of a smooth system cutover. The review takes place prior to the official commission of an AVEVA software upgrade. It helps confirm functional capabilities and identify any potential issues when integrated into your specific environment that may impair system performance or stability. Recommendations, including best practices, will be provided for improvement actions before the commissioning step.

- Advanced – 1 Engagement
- Enterprise – Up to 2 Engagements

Notes:

- Labor required to implement recommendations is not included.
- Project scope of work remains the responsibility of the system integrator or project services team.

### 9.1.9. Upgrade and/or Migration Planning

The Upgrade and/or Migration Planning offering leverages AVEVA expertise to aid in achieving quick and efficient migration to new releases and technology. An AVEVA expert will assess the current version of your installed software and provide high-level coordination, a roadmap and the sequence of events that will lead to a successful upgrade.

You will receive a review and analysis of existing AVEVA software product applications, identification of migration and upgrade paths and recommendations on utilizing new product features to solve challenges. The goal of this offering is to drive value utilizing specialized AVEVA resources to ensure your software upgrades are efficient, competent and compatible.

- Advanced – 1 Engagement
- Enterprise – Up to 2 Engagements

Notes:

- Application of software on environment and software issue resolution are not within scope.
- Quotations or costing of upgrade/migration will require a separate engagement outside of this service.

### 9.1.10. Patch and Maintenance Planning

Ensuring your AVEVA software solution is up-to-date is imperative for issue resolution, software enhancements and new functionality to maximize overall organizational productivity. The Patch and Maintenance Planning offering provides you with detailed planning documentation to optimize the efficiency of upgrading your software.

This offering includes a report for general maintenance items to be addressed to ensure your software is running optimally, as well as a comprehensive Change Management Checklist (CMC) detailing included patches, contact information, steps to deploy, risk mitigation, test steps and rollback procedures. Proper planning for implementation of new patches or software maintenance increases your likelihood of success by reducing unknowns and rework and maximizing operational stability during execution.

- Advanced – 1 Engagement
- Enterprise – Up to 2 Engagements

Notes:

- Labor and materials, travel and living expenses related to actual deployment 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.
- Resolution of logged service requests outside the current patch or maintenance plan will require a separate engagement.

### 9.1.11. Root Cause Analysis

The root cause analysis offering provides stakeholders with an in-depth and summarized overview in a report, of a problematic or critical system issue.

The offering complements a standard support engagement by enabling AVEVA expert-level personnel to investigate, analyze, and summarize timelines of events while providing resolution and recommendations. The report provides you with an expanded explanation suitable for senior-level management review. It also supplements your understanding and knowledge transfer to help prevent future occurrences and/or minimize future financial impacts while attempting to increase overall sustainability of operations.

- Advanced – On Demand/Unlimited
- Enterprise – On Demand/Unlimited

Notes:

- Labor and materials required for resolution of any items noted in the report 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.

### 9.1.12. System Performance Tools and Utilities

Your success management team will introduce you to a variety of helpful AVEVA and third-party tools and utilities that can help you improve the performance of your system.

- Advanced – On Demand
- Enterprise – On Demand

### 9.1.13. Success Points

Take advantage of inclusive points to obtain additional Success Accelerators or expand the scope of what is covered in your Customer Success Management package with added instances of any of the included engagements.

- Advanced – 300 points
- Enterprise – 500 points

Refer to the [Success Points Policy](#) for additional information.

Note:

- Success Points can be used for Success Accelerator and Customer Success Management package services only and cannot be redeemed for other delivery services or for software purchases.

## 10. Appendix B – 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 is available to be purchased in conjunction with your Customer FIRST program enrollment. Available 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.)



Copyright © 2019 AVEVA Group plc and its subsidiaries. All rights reserved.  
All product names mentioned are the trademarks of their respective holders.

 @avevagroup

 [linkedin.com/company/aveva](https://www.linkedin.com/company/aveva)

 [facebook.com/avevasolutions](https://www.facebook.com/avevasolutions)