

## Product-Specific Terms

The Product-Specific Terms for each of the Products below supplement the Emerson Software Product Agreement located at <http://www.emerson.com/software-license-agreement>. The section labeled “Shared Terms” below includes terms that may be referenced and incorporated into the Product-Specific Terms for a particular Product.

The following definitions apply when used in the Product-Specific Terms for any Product:

A “device” is a server, system, workstation, computer, end point, or other computing device, whether physical or virtual (i.e., a software emulation of such a device).

A “Flexible Subscription Unit” or “FSU” is a Product that functions as a medium of exchange to enable the use of another Product that is made available on an FSU basis as indicated in these Product-Specific Terms. FSUs are licensed on a term-limited, concurrent-use basis and may only be used for the site for which they were licensed. For the avoidance of doubt, the Usage Term of FSUs runs continuously regardless of whether the FSUs are used by Customer to enable the use of another Product.

## Products

AMSTM Device Manager	
Emerson:	Fisher-Rosemount Systems, Inc.
<b><u>Product-Specific Terms:</u></b>	
<b>1. Use Parameters</b>	
1.1. The Product is licensed based on the number of tags, and Customer may not configure or utilize more tags than the total number for which Customer has purchased a license to use the Product.	
1.2. The Product utilizes a Microsoft SQL Server database. Customer may only access and use the database through the Product and may not separately access the database for the purpose of ingressing or egressing data to or from the Product.	
1.3. The Client SC (Thick Client) is a separately licensable feature that enables remote access to the Product. The Client SC license is made available based on the number of stations on which the Client SC may be installed.	
1.4. The Device View (Thin Client) is a separately licensable feature that enables device status tracking through a browser-based interface. The Device View license is made available based on the number of named users that are permitted to remotely access the Product.	

AMSTM Device Manager Data Server	
Emerson:	Fisher-Rosemount Systems, Inc.
<b><u>Product-Specific Terms:</u></b>	
<b>1. Use Parameters</b>	
1.1. The Product is licensed based on the number of tags and Customer may not use the Product for more than that number of tags for which Customer has purchased a license to use the Product. The Product may only be used for the system for which it was purchased.	

AMS™ Machine Works	
Emerson:	Computational Systems, Incorporated
<b><u>Product-Specific Terms:</u></b>	
<b>1. Use Parameters</b>	
1.1. The Customer may make, install, and use a reasonable number of copies of the Product solely for the purpose of facilitating Customer’s use of the Product. In no case may Customer use the Product for control of plant processes.	

AMS™ Machine Works Connect									
Emerson:	Computational Systems, Incorporated								
<b><u>Product-Specific Terms:</u></b>									
<b>1. Use Parameters</b>									
1.1. The Product is made available based on: (a) the number of vibration tags; and (b) the number of named users that are permitted to access the Product.									
1.2. Customer: (a) may not use the Product for monitoring in excess of the number of vibration tags for which Customer has purchased a right to use the Product; and (b) may not permit access to the Product to any person other than a named user.									
<b>2. Service Level</b>									
2.1. Emerson will use reasonable efforts to make the Product available according to an Uptime that is greater than or equal to 99% (the “Service Level”), and, if Emerson is unable to make the Product available according to that Service Level, Customer may be entitled to a Service Credit according to the values specified in the table below.									
<table border="1"> <thead> <tr> <th>Uptime Range</th> <th>Service Credit Rate</th> </tr> </thead> <tbody> <tr> <td>99% &gt; Uptime ≥ 97%</td> <td>5%</td> </tr> <tr> <td>97% &gt; Uptime ≥ 94%</td> <td>10%</td> </tr> <tr> <td>Uptime &lt; 94%</td> <td>25%</td> </tr> </tbody> </table>		Uptime Range	Service Credit Rate	99% > Uptime ≥ 97%	5%	97% > Uptime ≥ 94%	10%	Uptime < 94%	25%
Uptime Range	Service Credit Rate								
99% > Uptime ≥ 97%	5%								
97% > Uptime ≥ 94%	10%								
Uptime < 94%	25%								
2.2. Customer’s rights, and Emerson’s liability, with respect to the Service Level are governed by the Service Level Terms, which are incorporated into these Product-Specific Terms by reference.									
<b>3. Data Backup</b>									
A full backup of each Product Environment is taken daily, and the daily backups are maintained for 30 days. In the event of any loss, destruction, damage, or corruption of Customer Data (“Data Loss”), Customer may issue a request to Emerson, as set forth in the Documentation, to restore the Product Environment to a state of the Product Environment that existed prior to the Data Loss. Emerson will, within five days of receiving Customer’s request and as Emerson’s sole obligation and liability and as Customer's sole remedy related to any Data Loss, use commercially reasonable efforts to restore the Product Environment to the most current state that is able to be recreated in accordance with the specified Data Backup process.									



#### **4. Data Access**

During the Usage Term Emerson is not obligated to provide any access to Customer Data in any format other than that which is provided through the Product interface. If Customer submits a request to Emerson within 30 days of the end of a non-renewed Usage Term, Emerson will provide Customer with a quotation for Emerson's performance of services to extract Customer Data that is retained as part of the normal operation of the Product and format such Customer Data to provide a useable electronic format. Emerson may permanently delete all Customer Data, including any backups of such Customer Data, (a) if Customer does not request a quotation for Emerson's services to extract data as specified above, after the end of the 30-day period following the termination of this Agreement or the expiration of a non-renewed Usage Term; or (b) if Customer does request a quotation for Emerson's services to extract data as specified above, after the day that is 15 days following Emerson's provision of such quote without Customer agreeing to purchase the quoted services.

#### **5. Equipment Lease**

This Section 5 only applies if the Offer Document specifies that the Product is provided with Leased Equipment.

- 5.1. The Leased Equipment is made available in conjunction with the Product, and all terms of the Agreement that apply to the Product, the use thereof, and the parties' rights and obligations relating to the Product also apply to the Leased Equipment, the use thereof, and the parties' rights and obligations relating to the Leased Equipment, unless such terms are expressly modified by the terms of this Section 5 or are, by their nature, inapplicable to the Leased Equipment.
- 5.2. Emerson leases the Leased Equipment to Customer and Customer leases the Leased Equipment from Emerson. The Leased Equipment is, and will remain, the sole and exclusive property of Emerson or its Affiliate, and Customer will have no right, title, or interest therein except as expressly set forth in this Section 5. Customer will keep the Leased Equipment free and clear of any liens or encumbrances. The Leased Equipment is personal property regardless of the manner in which it may be attached to any other property.
- 5.3. The rental cost for the Leased Equipment is included in the price of the Product. Customer is responsible for and will pay all applicable taxes, including any sales and/or use taxes, and registration fees associated with Customer's lease or use of the Leased Equipment.
- 5.4. The Equipment Lease begins on the date that Leased Equipment is delivered to Customer and expires upon the termination of the Agreement or the expiration of a non-renewed Usage Term.
- 5.5. Customer is responsible for the cost of shipping the Leased Equipment to the Equipment Use Site. Customer will inspect each item of Leased Equipment upon delivery and will notify Emerson of any defects in the item of Leased Equipment or any discrepancies between the item of Leased Equipment and the description of the Leased Equipment in the Offer Document. If Customer fails to provide notice of any such defects or discrepancies within 10 days of the delivery of an item of Leased Equipment, Customer accepts the item of Leased Equipment and waives any claims that the item of Leased Equipment was defective upon receipt. Customer will only use the Leased Equipment at the Equipment Use Site.
- 5.6. Customer will not make any modifications to the Leased Equipment without Emerson's prior, written consent.
- 5.7. Customer, at its own cost and expense, will keep the Leased Equipment in good repair, condition, and working order and will furnish all parts (including batteries), mechanisms, devices, and labor required to keep the Leased Equipment in good working order. Customer's use of the Leased Equipment must comply with all laws, ordinances, and regulations as well as all operating specifications relating to the use or maintenance of the Leased Equipment.
- 5.8. Customer assumes all risk of loss or damage to the Leased Equipment. If an item of Leased Equipment is damaged, Customer will deliver the damaged item of Leased Equipment at Customer's cost and expense to such place as Emerson may specify, and Emerson will, at its sole discretion, either repair and return the

damaged item of Leased Equipment or replace the damaged item of Leased Equipment with a like item of equipment, in either case at Customer's cost and expense. If an item of Leased Equipment is lost or damaged beyond repair, Customer will provide notice to Emerson and Emerson will replace the item of Leased Equipment with a like item of equipment at Customer's cost and expense. Any item of equipment that is provided as a replacement for an item of Leased Equipment is itself an item of Leased Equipment and subject to the terms of the Equipment Lease.

- 5.9. During the Equipment Lease, Emerson warrants that any item of Leased Equipment that is made by Emerson or its Affiliates will be free from defects in materials or workmanship. If Customer discovers a non-conformity with this warranty for an item of Leased Equipment, notifies Emerson in writing, and returns the item of Leased Equipment to such place as Emerson may specify, Emerson will repair or replace the item of Leased Equipment and provide the repaired or replacement item of Leased Equipment to the Equipment Use Site at Emerson's cost and expense. The warranty does not include, and Customer will pay the cost of all examinations, repairs, or replacements caused by: inadequate maintenance; unsuitable power sources or environmental conditions; improper handling, storage, installation, or operation; misuse or accident caused by anybody except Emerson; a modification or repair not approved by Emerson in writing; materials or workmanship made, provided, or specified by Customer; contamination; the use of unapproved parts, firmware, or software; Cyber Attack; or any other cause not the fault of Emerson. The limited warranty set out in this Section 5.9 is the only warranty made by Emerson with respect to the Leased Equipment. THE WARRANTIES AND REMEDIES IN THIS SECTION 5.9 ARE EXCLUSIVE.
- 5.10. Upon the expiration of the Equipment Lease, Customer will return the Leased Equipment to Emerson in good repair, condition, and working order, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering the Leased Equipment at Customer's cost and expense to such place as Emerson may specify. Customer's failure to return an item of Network Equipment within 10 days of the expiration of the Equipment Lease or an item of Vibration Monitoring Equipment within 90 days of the expiration of the Equipment Lease will be deemed as Customer's provision of notice that such item of Leased Equipment has been lost or damaged beyond repair, and Customer will be responsible for the cost of replacing such item of Leased Equipment as set forth in Section 5.8.
- 5.11. Liability arising from any use, operation, handling, or transporting of the Leased Equipment during the Equipment Lease is the obligation of Customer, and Customer hereby indemnifies and holds Emerson and its Affiliates harmless from all such liability.
- 5.12. If this Agreement is terminated by Emerson, Emerson may take possession of the Leased Equipment as permitted by law and may deduct the costs of recovery and repair and hold Customer responsible for any deficiency.
- 5.13. Customer acknowledges that certain updates to the Product may not be compatible with the Leased Equipment. Customer and Emerson agree to coordinate any updates to the Product to minimize any risk of non-compatibility with Leased Equipment.

## **6. Definitions**

- 6.1. "Downtime" means the period of time during which any named user is unable to access a Product Environment that such named user is authorized to access, excluding the Excluded Downtime. For purposes of calculating Uptime, Downtime is measured in user-minutes and is equal to the sum, across all named users and during a Service Level Period, of the length (in minutes) that each named user was unable to access a Product Environment that such named user was authorized to access, excluding the Excluded Downtime.
- 6.2. "Equipment Lease" means the agreement, as specified in this Agreement, between Emerson and Customer according to which Emerson permits Customer to use Leased Equipment.
- 6.3. "Equipment Use Site" means the location at which the Leased Equipment will be installed and used by the Customer.

- 6.4. “Leased Equipment” means Network Equipment or Vibration Monitoring Equipment that are identified in the Offer Document as being made available to Customer in conjunction with the Product and in accordance with the Equipment Lease.
- 6.5. “Network Equipment” means any networking equipment, such as a gateway, switch, or router, that is configurable to convey signals from vibration instrumentation for use in conjunction with the Product, including any related equipment, and that is identified in the Offer Document as being made available to Customer as Leased Equipment.
- 6.6. “Product Environment” means the combination of software and computing resources that are associated with a single instance of the Product that is accessible by the named users.
- 6.7. “Service Level Terms” means the contractual terms identified as Service Level Terms below.
- 6.8. “Service Level Period” means a calendar month during which Customer is permitted to use the Product.
- 6.9. “Uptime” is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

- 6.10. “User Minutes” means the period of time during which named users are permitted to access a Product Environment. For purposes of calculating Uptime, User Minutes is measured in user-minutes and is equal to the sum, across all named users and during a Service Level Period, of the length (in minutes) that each named user was permitted to access a Product Environment.
- 6.11. “Vibration Monitoring Equipment” means equipment that is usable to measure process data for use in conjunction with the Product, including any related components such as power supplies, CHARMS, etc., and that is identified in the Offer Document as being made available to Customer as Leased Equipment.

DeltaV™ Adapt	
Emerson:	Fisher-Rosemount Systems, Inc.
<p><b><u>Product-Specific Terms:</u></b></p> <p><b>1. Use Parameters</b></p> <p>1.1. The Product is licensed based on the number of PID function blocks for which the Product functionality is enabled, and Customer may not use the Product for more than that number of PID function blocks for which Customer has purchased a license to use the Product.</p> <p>1.2. The Product may only be used on a DeltaV system on which the DeltaV InSight Product is licensed on a system-wide basis. The DeltaV InSight Basic Product does not satisfy the DeltaV InSight Product license prerequisite for the use of the Product.</p> <p>1.3. Customer may only use the Product on a DeltaV system for which Customer has and maintains active product support.</p>	

DeltaV™ AgileOps																	
Emerson:	Fisher-Rosemount Systems, Inc.																
<b><u>Product-Specific Terms:</u></b>																	
<b>1. Use Parameters</b>																	
1.1. The Product is licensed on an FSU basis and each Product feature requires the number of FSUs that are indicated in the table below for the use of such feature.																	
<table border="1"> <thead> <tr> <th>Feature</th> <th>FSU Requirement</th> </tr> </thead> <tbody> <tr> <td>Database Devices</td> <td>2 FSU per 1000 Devices</td> </tr> <tr> <td>Dynamics Areas</td> <td>15 FSU per Area</td> </tr> <tr> <td>Alarm Shelving Areas</td> <td>9 FSU per Area</td> </tr> <tr> <td>Performance Analytics Bases</td> <td>10 FSU per Base</td> </tr> <tr> <td>Performance Analytics Connections</td> <td>5 FSU per Connection</td> </tr> <tr> <td>Safety Integrity Workspaces</td> <td>1 FSU per 5 Workspaces</td> </tr> <tr> <td>Operational Limits Items</td> <td>5 FSU per 100 Items</td> </tr> </tbody> </table>		Feature	FSU Requirement	Database Devices	2 FSU per 1000 Devices	Dynamics Areas	15 FSU per Area	Alarm Shelving Areas	9 FSU per Area	Performance Analytics Bases	10 FSU per Base	Performance Analytics Connections	5 FSU per Connection	Safety Integrity Workspaces	1 FSU per 5 Workspaces	Operational Limits Items	5 FSU per 100 Items
Feature	FSU Requirement																
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Performance Analytics Connections	5 FSU per Connection																
Safety Integrity Workspaces	1 FSU per 5 Workspaces																
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1.2. The AgileOps Dynamics, Alarm Shelving, Safety Integrity, and Operational Limits Features provide functionality related to devices that are configured within the AgileOps Database feature. In addition to any FSUs that must be deployed for Dynamics, Alarm Shelving, Safety Integrity, or Operational Limits functionality to support the desired number of configured areas, workspaces, or items, the relevant number of FSUs must be deployed to enable the Database feature for at least that number of devices for which Dynamics, Alarm Shelving, Safety Integrity, or Operational Limits functionality is configured.																	
1.3. The AgileOps Performance Analytics feature requires the deployment of the number of FSUs to enable the base functionality and at least one connection. In addition, the AgileOps Performance Analytics feature requires an active license to use the AgileOps Performance Analytics User (either Analyst or Reporter) functionality for each named user that will use the Performance Analytics report functionality.																	
1.4. The AgileOps Safety Integrity and Operational Limits features provide certain functionality via the Performance Analytics feature. In addition to any FSUs that must be deployed for Safety Integrity and Operational Limits functionality to support the desired number of configured workspaces or items, the AgileOps Safety Integrity and Operational Limits features require an active license to use the AgileOps Performance Analytics User (either Analyst or Reporter) functionality for each named user that will use the Safety Integrity or Operational Limits report functionality.																	
1.5. The Product may not be used for control purposes. Customer may not access or use the Product functionality unless Customer has purchased and has available a sufficient number of FSUs.																	

DeltaV™ Alarm Help	
Emerson:	Fisher-Rosemount Systems, Inc.
<b><u>Product-Specific Terms:</u></b>	
<b>1. Use Parameters</b>	
1.1. The Product is licensed based on the number of DeltaV devices on which it is enabled, and Customer may not use the Product on more than that number of DeltaV devices for which Customer has purchased a license to use the Product.	



- 1.2. The Product may only be enabled on a Professional Station on which the DeltaV Professional Station Product is installed and licensed, an Operator Station device on which the DeltaV Operator Station Product is installed and licensed, a Maintenance Station device on which the DeltaV Maintenance Station Product is installed and licensed, or a Base Station device on which the DeltaV Base Station Product is installed and licensed.
- 1.3. The Product may only be enabled on a device that is associated with the DeltaV system with which the Product is associated.
- 1.4. Customer may only use the Product on a DeltaV system for which Customer has and maintains active product support.

DeltaV™ Alarm Mosaic	
Emerson:	Fisher-Rosemount Systems, Inc.
<p><b><u>Product-Specific Terms:</u></b></p> <p><b>1. Use Parameters</b></p> <ul style="list-style-type: none"> <li>1.1. The Product is licensed based on the number of DeltaV devices on which it is enabled, and Customer may not use the Product on more than that number of DeltaV devices for which Customer has purchased a license to use the Product.</li> <li>1.2. The Product may only be enabled on a Professional Station on which the DeltaV Professional Station Product is installed and licensed, an Operator Station device on which the DeltaV Operator Station Product is installed and licensed, a Maintenance Station device on which the DeltaV Maintenance Station Product is installed and licensed, or a Base Station device on which the DeltaV Base Station Product is installed and licensed.</li> <li>1.3. The Product may only be enabled on a device that is associated with the DeltaV system with which the Product is associated.</li> <li>1.4. Customer may only use the Product on a DeltaV system for which Customer has and maintains active product support.</li> </ul>	

DeltaV™ Edge Environment	
Emerson:	Fisher-Rosemount Systems, Inc.
<p><b><u>Product-Specific Terms:</u></b></p> <p><b>1. Use Parameters</b></p> <ul style="list-style-type: none"> <li>1.1. The Product includes three components: the Data Provider component, the Edge Node component, and the Edge Orchestration Product.</li> <li>1.2. The Data Provider component is licensed based on: (a) the number of devices on which it may be installed; and (b) the number of data-items that may be configured for egress to the Edge Node component.</li> <li>1.3. Customer may only install the Data Provider component on a single Application Station device and such Application Station device must have the DeltaV Application Station Product installed and licensed thereon and must be associated with the DeltaV system with which the Product is associated. Customer may not configure the Data Provider component to egress more than that number of data-items than the number of data-items for which Customer has purchased a license to use the Product.</li> </ul>	



<p>1.4. The Edge Node component is licensed based on: (a) the number of devices on which it may be installed; (b) the number of data-items that may be configured for ingress to the Edge Node component; (c) the number of instances of the Data Provider component with which the Edge Node component may communicate; and (d) whether the Edge Node component is able to egress data via an OPC UA server interface.</p> <p>1.5. Customer may only install the Edge Node component on a single DeltaV Edge Environment Server device. Customer may not use the Edge Node component to ingress more than that number of data-items than the number of data-items for which Customer has purchased a license to use the Product. Customer may only configure the Edge Node component to communicate with a single instance of the Data Provider component and such Data Provider component must be installed on an Application Station device that is associated with the DeltaV system with which the Product is associated. Customer may not use the OPC UA server functionality of the Edge Node component without purchasing a license to use such functionality.</p> <p>1.6. The Edge Orchestration component is made available only during the Usage Term. The Edge Orchestration component is made available on a named-user basis, and each license to use the Product will permit Customer to designate one named user to use the Edge Orchestration component.</p> <p>1.7. Customer may not permit more than that number of named users for which Customer has purchased the right to use the Edge Orchestration component to use the Edge Orchestration component, and Customer may only use the Edge Orchestration component during the Usage Term.</p> <p><b>2. Additional Terms</b></p> <p>2.1. Customer should not make real time or time-critical operation decisions on the basis of the data from the Edge Node.</p>
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DeltaV™ Insight	
Emerson:	Fisher-Rosemount Systems, Inc.
<b><u>Product-Specific Terms:</u></b>	
<b>1. Use Parameters</b>	
<p>1.1. The Product is licensed based on the number of analog output device signal tags (AO DSTs) that are configured on the DeltaV system on which the Product is used, and Customer may not use the Product on a DeltaV system having more than that number of AO DSTs for which Customer has purchased a license to use the Product. The total number of AO DSTs configured on a DeltaV system is equal to the sum of perpetually-licensed AO DSTs and subscription FLEX DSTs that are configured as AO DSTs.</p> <p>1.2. Customer may only use the Product on a DeltaV system for which Customer has and maintains active product support.</p>	

DeltaV™ Integrated Patch Management	
Emerson:	Fisher-Rosemount Systems, Inc.
<b><u>Product-Specific Terms:</u></b>	
<b>1. Use Parameters</b>	
<p>1.1. The Product, which includes the Integrated Patch Management Clean-Up Utility, is licensed based on the number of devices (each an “Update-Receiving Device”) that are configured to receive any of Microsoft Windows operating system security updates, Trellix Endpoint Security for DeltaV Systems antivirus</p>	



updates, Broadcom/Symantec Endpoint Protection antivirus updates, or DeltaV DCS hotfixes (each an “Update”) through execution of the Product. Customer may install the Product only on each Update-Receiving Device on the DeltaV system to which Updates are to be distributed as well as on each Root Upstream Server, Relay Upstream Server, and Downstream Server that are utilized to distribute Updates to Update-Receiving Devices.

- 1.2. By configuring the Product to deploy Microsoft Windows operating system security updates to a device that was not supplied by Emerson, Customer represents that it is authorized to independently obtain, install, and use such Microsoft Windows operating system security updates on such device.

**DeltaV™ IO.Connect**

Emerson:	Fisher-Rosemount Systems, Inc.
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**Product-Specific Terms:**

**1. Use Parameters**

- 1.1. The Product is licensed based on the number of devices on which it may be installed, and Customer may not use the Product on more than that number of devices for which Customer has purchased a license to use the Product.
- 1.2. The Product may only be used on a DeltaV I/O Gateway device that is purchased from Emerson.
- 1.3. Customer may only use the Product on a DeltaV system for which Customer has and maintains active product support for both the DeltaV system as well as the IO.Connect system. If Customer fails to maintain active product support (including support for the total number of DSTs for DeltaV system support and support for the total number of I/O being communicated through DeltaV I/O Gateway devices for IO.Connect system support), the license to use the Product is terminated.

**DeltaV™ MES**

Emerson:	Fisher-Rosemount Systems, Inc.
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**Product-Specific Terms:**

**1. Use Parameters**

- 1.1. The Product is licensed on a named-user basis and may not be used by more than the number of named-user licenses purchased by Customer. Customer may install up to three instances of the Product at a single site provided that one instance may only be used for production and the other two may only be used for development, test, and validation.

DeltaV™ Mimic	
Emerson:	Fisher-Rosemount Systems, Inc.
<b><u>Product-Specific Term:</u></b>	
<b>1. Use Parameters</b>	
1.1. The Product is licensed on an FSU basis and each Product feature requires the number of FSUs that are indicated in the table below for the use of such feature.	
<b>Feature</b>	<b>FSU Requirement</b>
Mimic Foundation	16 FSU per Mimic Server Instance
SIO Tags	3 FSU per 1000 SIO Tags
SIO Driver Tier 1	4 FSU per SIO Driver Type
SIO Driver Tier 2	6 FSU per SIO Driver Type
SIO Driver Tier 3	18 FSU per SIO Driver Type
SIO Driver HYSYS Link	18 FSU per SIO Driver Type
HYSYS Link Tags	1 FSU per 1000 Link Tags
SIO Driver Aspen +	36 FSU per SIO Driver Type
SIO Driver Tricon	57 FSU per SIO Driver Type
Core Package	50 FSU per Mimic Server Instance
Separations Package	40 FSU per Mimic Server Instance
Power Package	20 FSU per Mimic Server Instance
Reactions Package	20 FSU per Mimic Server Instance
Solids Package	40 FSU per Mimic Server Instance
Bioreactor Package	20 FSU per Mimic Server Instance
Testbench	8 FSU per Mimic Server Instance
Synchronize	20 FSU per Mimic Server Instance
Train	36 FSU per Mimic Server Instance
Train Malfunctions	4 FSU per Mimic Server Instance
Train Playback	4 FSU per Mimic Server Instance
1.2. The Product may not be used for control purposes. Customer may not access or use the Product functionality unless Customer has purchased and has available a sufficient number of FSUs.	

DeltaV™ Mobile	
Emerson:	Fisher-Rosemount Systems, Inc.
<b><u>Product-Specific Terms:</u></b>	
<b>1. Use Parameters</b>	
1.1. The Product is subject to the license located at <a href="http://www.Emerson.com/Software-License-Agreement">www.Emerson.com/Software-License-Agreement</a> and not the license provided with the Product. Notwithstanding anything to the contrary in any agreement between the parties (including the license agreement provided with the Product), the Usage Term for the Product is non-cancelable and fees paid are non-refundable.	

- 1.2. For each DeltaV Mobile Product license purchased, Customer may install one instance each of DeltaV Mobile Server, DeltaV Portal, and DeltaV Communicator. With the base license, Customer may only connect to a single DeltaV system. For each additional system connection license purchased, Customer may install an additional instance of the DeltaV Communicator Product. Customer may not connect additional OPC data sources without purchasing a data connection license for each data source. The DeltaV Mobile Product is licensed on a named-user basis and may not be used by more than the number of named user licenses purchased. Each named user may install the mobile application on up to three devices, which may only be used by the named user. DeltaV Mobile Web View is licensed on a concurrent use basis and may not be used concurrently by more users than the number of concurrent use licenses purchased. If Customer purchased Off Premise Access then Customer may only use the Off Premise Access for the GBs of data purchased. Unused GBs from annual subscription plans will expire at the end of the year, but unused GBs from additional usage purchases will flow over to the next year.

**DeltaV™ Neural**

Emerson:	Fisher-Rosemount Systems, Inc.
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**Product-Specific Terms:**

**1. Use Parameters**

- 1.1. The Product is licensed based on the number of Neural Network function blocks that may be assigned (as part of a control module) for run-time execution (such as on a DeltaV controller, Application Station, or ProfessionalPLUS Station), and Customer may not assign, for run-time execution, control modules having more than that number of Neural Network function blocks for which Customer has purchased a license to use the Product.
- 1.2. Customer may only use the Product on a DeltaV system for which Customer has and maintains active product support.

**DeltaV™ PK Flex Controller**

Emerson:	Fisher-Rosemount Systems, Inc.
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**Product-Specific Terms:**

**1. Use Parameters**

- 1.1. The Product enables execution of a control configuration that is assigned to the PK Flex Controller on which the Product is installed. The assignment of such control configuration for execution by an instance of the Product requires the allocation, to the instance of the Product, of the number of Flex DSTs and physical Ethernet device connections (Flex PDTs) that are demanded by the control configuration. Flex DSTs and Flex PDTs are licensed on a DeltaV system-wide basis and the number of available Flex DSTs and Flex PDTs are decreased as they are allocated to instances of the Product executing on PK Flex controllers on the DeltaV system (through the assignment of control configurations for execution by such instances of the Product). The Product may communicate with connected physical Ethernet devices using a communication protocol only if such communication protocol is enabled for the instance of the Product.
- 1.2. The Product is licensed based on: (a) the number of Flex DSTs that are required by the control configuration that is assigned to an instance of the Product; (b) the number of Flex PDTs that are required by the control configuration that is assigned to an instance of the Product; and (c) the protocols according to which the Product may communicate with connected physical Ethernet devices (collectively the “Flex Licensing Metrics”).

- 1.3. Customer may not use the Product: (a) to execute a control configuration that demands more than that number of Flex DSTs for which Customer has purchased a license to use the Product; (b) to execute a control configuration that demands more than that number of Flex PDTs for which Customer has purchased a license to use the Product; or (c) to execute a control configuration that demands a communication protocol for which Customer has not purchased a license to use the Product.
- 1.4. If Customer has purchased a license to use the Product on redundant PK Flex controllers, a control configuration that is assigned for execution by the instances of Product executing on each PK Flex controller in a redundant pair will only demand the number of Flex DSTs, Flex PDTs, and communication protocols as would be demanded if the control configuration was assigned for execution by a single instance of the Product executing on a simplex PK Flex controller.
- 1.5. Customer may only use the Product on a DeltaV system for which Customer has and maintains active product support.
- 1.6. In the event Customer purchases a right to use the Product as part of a transition from traditional DST, PDT, communication protocol, or controller redundancy-based licensing (the “Traditional License Metrics”), the Offer Document will identify the quantities of Traditional License Metrics that are replaced by Flex Licensing Metrics. Customer acknowledges that, as of the commencement of the Usage Term for the Product, any rights to use DeltaV system software based on such identified Traditional License Metrics are terminated.

DeltaV™ Predict and PredictPro

Emerson:

Fisher-Rosemount Systems, Inc.

**Product-Specific Terms:**

**1. Use Parameters**

- 1.1. The Product is licensed based on the number of manipulated variables that may be connected to MPC, MPCPlus, or MPCPro function blocks (“MPC function blocks”) that are assigned (as part of a control module) for run-time execution (such as on a DeltaV controller, Application Station, or ProfessionalPLUS Station), and Customer may not assign, for run-time execution, control modules that include MPC function blocks having more than that total number of connected manipulated variables for which Customer has purchased a license to use the Product.
- 1.2. For purposes of calculating the total number of manipulated variables that are connected to MPC function blocks that are assigned for run-time execution, manipulated variables for MPC function blocks having a single connected manipulated variable will not be counted.
- 1.3. Customer may only use the Product on a DeltaV system for which Customer has and maintains active product support.

DeltaV™ Predictive Maintenance	
Emerson:	Fisher-Rosemount Systems, Inc.
<p><b><u>Product-Specific Terms:</u></b></p> <p><b>1. Use Parameters</b></p> <p>1.1. The Product is licensed based on the number of assets to be monitored as identified by the system registration utility at the time of developing the applicable Emerson offer, and Customer may not use the Product for more than that number of assets.</p> <p>1.2. Customer may only use the Product on a DeltaV system for which Customer has and maintains active product support.</p> <p>1.3. Emerson requires certain information from Customer to issue the license key. If Customer does not provide the required information within thirty days of request then the Usage Term will begin on the next day.</p>	

DeltaV™ Process Knowledge Management	
Emerson:	Fisher-Rosemount Systems, Inc.
<p><b><u>Product-Specific Terms:</u></b></p> <p><b>1. Use Parameters</b></p> <p>1.1. The Product is licensed on a named-user basis and may not be used by more than the number of named-user licenses purchased by Customer. Customer may install up to three instances of the Product at a single site provided that one instance may only be used for development, one instance may only be used for test, and one instance may only be used for production.</p>	

DeltaV™ SaaS SCADA	
Emerson:	If Customer is domiciled in Canada at the time the rights to use the Product under this Agreement are acquired, Emerson Electric Canada Limited; or if Customer is domiciled other than in Canada at the time the rights to use the Product under this Agreement are acquired, Bristol, Inc.
<p><b><u>Product-Specific Terms:</u></b></p> <p><b>1. Use Parameters</b></p> <p>1.1. The Product is made available based on: (a) the number of Nodes; and (b) the number of monthly Sensor Communications per Node.</p> <p>1.2. Customer may not use the Product for monitoring in excess of the number of Nodes for which Customer has purchased a right to use the Product (except that Customer may additionally use the Product to monitor any Shared Nodes to which Customer has been given access). If Customer's use of the Product results in the number of monthly Sensor Communications from any particular Node exceeding the number of monthly Sensor Communications for which Customer has purchased a right to use the Product for such Node, Emerson may, within 30 days of the end of such month, provide a Notice of Excess Usage to Customer, and Customer will be responsible for the additional cost for the excess usage of the Product as set forth in the Notice of Excess Usage. If Customer's average number of monthly Sensor Communications for any particular Node over a three-month period exceeds the number of monthly Sensor</p>	

Communications for which Customer has purchased a right to use the Product for such Node, Emerson may, within 30 days of the end of such three-month period, specify, in a Notice of Excess Usage, an increased number of monthly Sensor Communications for which Customer may use the Product for such Node, and Customer will be responsible for the additional cost for the increased usage of the Product as set forth in such Notice for the remainder of the Usage Term.

## **2. Additional Features**

- 2.1. Customer may elect to enable one or more of the below Additional Features for the Product. When an Additional Feature is enabled, Customer may not disable the Additional Feature, nor reduce the usage of the Additional Feature (e.g., reduce the number of Named Users or Nodes for which the Additional Feature is enabled) during the Usage Term. In addition to fees for usage of an Additional Feature, certain commissioning fees may be required for the initial setup and for any change to the configuration of an Additional Feature, and such commissioning fees will be identified in the relevant Offer Document.
  - 2.1.1. Batched Data Exchange – Batched Data Exchange is made available based on the number of Nodes for which Batched Data Exchange is enabled, and Customer may not use Batched Data Exchange for transmitting Customer Data from a number of Nodes that exceeds the number of Nodes for which Customer purchased the right to use Batched Data Exchange.
  - 2.1.2. Enhanced Analytics – Enhanced Analytics is a data visualization feature that is made available based on: (a) the number of Named Users that have access to Enhanced Analytics; and (b) each Named User’s Analytics Usage Rights. Customer may not use Enhanced Analytics: (a) other than by the specified Named Users; and (b) with each Named User only using Enhanced Analytics in accordance with their allowed Analytics Usage Rights.
  - 2.1.3. Emerson Dashboards – Emerson Dashboards are made available based on: (a) the number of Emerson Dashboards; and (b) the number of Nodes with which each Emerson Dashboard is associated. Customer may only: (a) use those Emerson Dashboards that it has purchased a right to use; and (b) in conjunction with the Nodes for which Customer purchased the right to use such Emerson Dashboards. Emerson Dashboards will only be visible to Named Users that have access to Enhanced Analytics.
  - 2.1.4. Anomaly Detection Analytics – Anomaly Detection Analytics packages are made available based on the number of Nodes with which each Anomaly Detection Analytics package is associated. Customer may only use the Anomaly Detection Analytics packages that it has purchased a right to use and only in conjunction with the Nodes for which Customer purchased the right to use such Anomaly Detection Analytics package. Anomaly Detection Analytics will only be visible to Named Users that have access to Enhanced Analytics.

## **3. Additional Terms**

- 3.1. Communication of Sensor Values to and from the Product is accomplished through Data Communication Services or VPN Services.
- 3.2. Customer may purchase Data Communication Services through Emerson. Fees for Data Communication Services are dependent upon the selected Data Communication Services Provider and include activation fees and recurring fees based on the monthly volume of data communicated. Emerson will estimate the volume of data that will be utilized by each Gateway and will identify the monthly data allowance and corresponding recurring fees for the Data Communication Services in the Offer Document. Fees for Data Communication Services will be invoiced by Emerson in advance based on the monthly data allowance identified in the Offer Document (or as updated based on Customer’s usage as specified below) and on the same invoice schedule as the Product. If Customer’s use of the Data Communication Services for any Gateway exceeds the monthly data allowance for such Gateway in any month, Emerson may, within 30 days of the end of such month, provide a Notice of Excess Usage to Customer, and Customer will be responsible for the additional cost for the excess usage of the Data Communication Services as set forth in the Notice of Excess Usage. If Customer’s average monthly data usage over a three-month period for

a particular Gateway exceeds the monthly data allowance for such Gateway, Emerson may, within 30 days of the end of such three-month period, specify, in a Notice of Excess Usage, an increased data allowance, and Customer will be responsible for the additional cost for the increased usage of the Data Communication Services as set forth in such Notice for the remainder of the Usage Term.

- 3.3. As an alternative to Data Communication Services, Customer may engage an Emerson-approved VPN Services Provider to enable Emerson to establish a connection to Customer's network. Fees for VPN Services will be invoiced directly by the VPN Services Provider. Emerson will additionally charge a recurring VPN Connection Fee as indicated in the Offer Document.
- 3.4. Customer may request that one or more of Customer's Nodes be made visible in a Third-Party Customer's instance of the Product as Shared Nodes. Upon granting such access, all Customer Data associated with the Shared Nodes will be visible to the Third-Party Customer just as if the Shared Nodes were Third-Party Customer's Nodes, and Third-Party Customer may make such Shared Nodes visible to its Authorized Users. Any Emerson Dashboards and Anomaly Detection Analytics will only be visible to Third-Party Customer's Named Users that have access to Enhanced Analytics. Customer remains responsible for all fees for use of the Product and any Data Communication Services and VPN Services associated with Shared Nodes.

#### **4. Data Access**

During the Usage Term, Emerson is not obligated to provide any access to Customer Data in any format other than that which is provided through the Product interface. If Customer submits a request to Emerson during the Usage Term or within 30 days of the end of a non-renewed Usage Term, Emerson will provide Customer with a quotation for Emerson's performance of services to extract archived Customer Data from the Product and format such archived Customer Data to provide a useable electronic format. Emerson may permanently delete all Customer Data, including any backups of such Customer Data, (a) during the Usage Term, in accordance with Emerson's Product data retention policies, which may be updated from time-to-time; (b) following the termination of this Agreement or the expiration of a non-renewed Usage Term, (i) if Customer does not request a quotation for Emerson's services to extract data as specified above, after the end of the 30-day period following the termination of this Agreement or the expiration of a non-renewed Usage Term; or (ii) if Customer does request a quotation for Emerson's services to extract data as specified above, after the day that is 15 days following Emerson's provision of such quote without Customer agreeing to purchase the quoted services.

#### **5. Definitions**

- 5.1. "Additional Feature" means a functionality of the Product that is additional to the standard functionality, including Batched Data Exchange, Enhanced Analytics, Emerson Dashboard, and Anomaly Detection Analytics.
- 5.2. "Analytics Usage Rights" means the level of entitlement of a Named User to use Enhanced Analytics to either (a) view Enhanced Analytics content; or (b) create Enhanced Analytics content.
- 5.3. "Anomaly Detection Analytics" means analytics functionality that is configured to identify operational anomalies based on Customer Data.
- 5.4. "Batched Data Exchange" means functionality that automates the transmission of specified Customer Data from the Product to a Customer data repository.
- 5.5. "Data Communication Services" means satellite or cellular services associated with the communication of data to or from the Product.
- 5.6. "Data Communication Services Provider" means a provider of Data Communication Services. Only Emerson-approved Data Communication Services Providers may be used to provide Data Communication Services.

- 5.7. “Emerson Dashboard” means a standard or custom data visualization interface that is created by Emerson and made available for use by Customer.
- 5.8. “Enhanced Analytics” means data visualization functionality that may be made available to Customer in association with the Product.
- 5.9. “Gateway” means a physical device used in Data Communication Services for the communication of data to and from the Product. A Gateway may be associated with one or more Nodes.
- 5.10. “Invoice Period” means the time period for which use of the Product and/or Data Communication Services is invoiced.
- 5.11. “Named User” means a specific individual that is authorized to access and use the Product as an Authorized User. Each Named User will have unique Access Credentials and may not use another Authorized User’s Access Credentials.
- 5.12. “Node” means a grouping of one or more Sensors. Each Node that is configured in the Product has a separate identifier.
- 5.13. “Notice of Excess Usage” means a notice provided to Customer to identify an excess usage of the Product or Data Communication Services. A Notice of Excess Usage will typically function as an invoice for the amount to be paid by Customer for the prior excess usage, and, if an adjustment to the number of monthly Sensor Communications (for excess usage of the Product) or data allowance (for excess usage of the Data Communication Services) is being made, the adjustment details and the amount to be paid by Customer for the increased cost of the Product or Data Communication Services for the remainder of the current Invoice Period.
- 5.14. “Sensor” means a device that is configured to measure and/or calculate one or more Sensor Values. A Sensor may additionally function as a Gateway.
- 5.15. “Sensor Value” means a parameter, whether digital or analog and regardless of form or precision, and whether measured or calculated, that is associated with a Sensor and that is periodically communicated to or from the Product.
- 5.16. “Sensor Communication” means the communication, whether read or written by the Product, of a Sensor Value at a point in time. A block of data that is communicated at one time may include numerous Sensor Communications.
- 5.17. “Shared Node” means a Node that Customer has made available for viewing within a Third-Party Customer’s instance of the Product or that a Third-Party Customer has made available for viewing within Customer’s instance of the Product.
- 5.18. “Third-Party Customer” means a third-party user (i.e., a user other than Customer or its Authorized Users) of the Product.
- 5.19. “VPN Connection Fee” means a recurring fee charged by Emerson in relation to Product communications via VPN Services.
- 5.20. “VPN Services” means services provided by a VPN Service Provider in relation to Product communications via a virtual private network.
- 5.21. “VPN Services Provider” means a provider of VPN Services. Only Emerson-approved VPN Services Providers may be used to provide Product communications via a virtual private network.

## DeltaV™ Simulate

Emerson:

Fisher-Rosemount Systems, Inc.

### **Product-Specific Terms:**

#### **1. Use Parameters**

- 1.1. The Product enables simulation of DeltaV™ Distributed Control System configurations for the purposes of software configuration development, system operation checkout, and operator training. The Product may be licensed for either a Standalone or Multi-node arrangement.
- 1.2. The Product is licensed based on the number of devices on which it may be installed (the "Simulate Device License"). In the Standalone arrangement, Customer is licensed to install and use the Product on a single device only, and that device will function as a ProfessionalPLUS Station node in an isolated, single-node environment without network connectivity to any other DeltaV device or controller. In the Multi-Node arrangement, Customer is licensed to install and use the Product on the number of devices for which Customer has purchased a Simulate Device License, and the functionality available on each licensed device will be determined by the DeltaV device type for which that device's license is purchased, which may include: (a) ProfessionalPLUS Networked (PPN) node functionality; (b) Professional Station Networked (PSN) node functionality; (c) Operator Station Networked (OSN) node functionality; and (d) Application Station Networked (ASN) node functionality.
- 1.3. Customer may not install the Product on more than the number of devices for which Customer has purchased a Simulate Device License, and Customer may not use a device on which the Product is installed to perform functionality beyond that which corresponds to the DeltaV device type for which that device's license is purchased.
- 1.4. Certain add-on capabilities of the Product are available only if Customer has purchased the applicable add-on license, as follows:
  - (a) Basic SIS Logic Solver Simulation (Standalone only).** Customer may access basic SIS Logic Solver simulation capabilities only if Customer has purchased a DeltaV Simulate Standalone with Basic SIS Logic Solver Simulation add-on license. This add-on enables simulation of up to 32 SLS1508 logic solvers assigned to the Standalone workstation but does not include support for the SIS Network OPC server.
  - (b) SIS Logic Solver SimulatePro (Standalone or Multi-Node).** Customer may access full SIS Logic Solver simulation capabilities only if Customer has purchased a DeltaV SIS Logic Solver SimulatePro Add-on license. This add-on may be used in conjunction with DeltaV Simulate Standalone or DeltaV Simulate Multi-node PPN or ASN licenses. For the avoidance of doubt, this add-on does not include DeltaV SimulatePro features (such as save, restore, speed-up, slow-down, and playback), which require a separate SimulatePro add-on license as described in clause (c) below. Neither this add-on nor the Basic SIS Logic Solver Simulation add-on supports simulation of CHARMS Smart Logic Solvers (CSLS); CSLS simulation is supported only through virtual machine simulation.
  - (c) SimulatePro (Standalone or Multi-Node).** Customer may access SimulatePro capabilities only if Customer has purchased a DeltaV SimulatePro Standalone license or a DeltaV SimulatePro Multi-Node Add-on license, as applicable. The SimulatePro Multi-Node Add-on may be assigned only in conjunction with a DeltaV Simulate PPN or DeltaV Simulate ASN license.
  - (d) Advanced Continuous Historian (Multi-Node only).** Beginning with DeltaV Simulate v16.LTS, use of ACH within the Simulate Multi-Node environment requires a separate ACH add-on license, and Customer may use the DeltaV Advanced Continuous Historian (ACH) capability within the Product for such systems only if Customer has purchased a separate ACH add-on license.
- 1.5. The Product may not be used in, or connected to, any system that controls or monitors an actual, physical process (i.e., a live process), including any system that interfaces with physical process equipment, instrumentation, or control hardware in an operational environment. The Product must be used solely for

software configuration development, process and control design, system operation checkout, and operator training in a strictly off-line environment that is isolated from any such actual, physical process.

- 1.6. If the Product is licensed on a subscription basis, Customer may access Product patches, hotfixes, and Microsoft security updates only if the installed version of the Product is within the applicable Conventional Software Support ("CSS") period. For the avoidance of doubt, a subscription license does not independently entitle Customer to patches, hotfixes, or Microsoft security updates for a Product version outside the CSS period. Notwithstanding the foregoing, a subscription license entitles Customer to version upgrades, and upon upgrading to a version within the CSS period, Customer will have access to patches, hotfixes, and Microsoft security updates applicable to such upgraded version.

**DeltaV™ Workflow Execution**

Emerson:

Fisher-Rosemount Systems, Inc.

**Product-Specific Terms:**

**1. Use Parameters**

- 1.1. The Product is made available based on: (a) the number of Product Environments; and (b) the number of named users that are permitted to access the Product.
- 1.2. Customer: (a) may only access the number of Product Environments for which it has purchased the rights to use the Product; and (b) may not permit access to the Product to any person other than a named user.

**2. Product Maintenance**

Customer may defer the Product maintenance activities that are to be performed during one Scheduled Maintenance window during the Usage Term by providing notice of Customer’s election to defer the Product Maintenance at least seven days prior to the Scheduled Maintenance window during which such activities are to be performed. If Customer chooses to exercise this right and defer Product Maintenance activities, such Product Maintenance Activities will be performed during the next Scheduled Maintenance window. Customer understands and agrees that by deferring any Product maintenance activities, Customer is electing to defer all benefits of such activities, including the installation of any security updates, patches, or the like, and that Customer will not have access to these benefits (and accepts any corresponding risks) until the following Scheduled Maintenance window. Customer may not defer Product maintenance activities: (a) for more than one Scheduled Maintenance window during the Usage Term; (b) for reasonable emergency maintenance or upgrades of the Product; or (c) if Customer is permitted to use the Product only for Trial Use.

**3. Service Level**

- 3.1. Emerson will use reasonable efforts to make the Product available according to an Uptime that is greater than or equal to 99% (the “Service Level”), and, if Emerson is unable to make the Product available according to that Service Level, Customer may be entitled to a Service Credit according to the values specified in the table below.

Uptime Range	Service Credit Rate
99% > Uptime ≥ 97%	5%
97% > Uptime ≥ 94%	10%
Uptime < 94%	25%

- 3.2. Customer’s rights, and Emerson’s liability, with respect to the Service Level are governed by the Service Level Terms, which are incorporated into these Product-Specific Terms by reference.

#### 4. Data Backup

A full backup of each Product Environment is taken daily, and the daily backups are maintained for 30 days. Incremental backups of each Product Environment are taken every four hours, and the incremental backups are maintained for two days. In the event of any loss, destruction, damage, or corruption of Customer Data (“Data Loss”), Customer may issue a request to Emerson, as set forth in the Documentation, to restore the Product Environment to a state of the Product Environment that existed prior to the Data Loss. Emerson will, within five days of receiving Customer’s request and as Emerson’s sole obligation and liability and as Customer’s sole remedy related to any Data Loss, use commercially reasonable efforts to restore the Product Environment to the most current state that is able to be recreated in accordance with the specified Data Backup process.

#### 5. Data Access

During the Usage Term: (a) Customer will have access to view and download batch reports (including steps, parameters, materials, and equipment) through the Product interface; and (b) Emerson is not obligated to provide any access to Customer Data in any format other than that which is provided through the Product interface. If Customer submits a request to Emerson within 30 days of the end of a non-renewed Usage Term, Emerson will provide Customer with a copy of the Customer Data that is retained as part of the normal operation of the Product (including all recipe data) in an electronic format that permits parsing of the Customer Data. Emerson may permanently delete all Customer Data, including any backups of such Customer Data, after the 30-day period following the end of a non-renewed Usage Term.

#### 6. Definitions

- 6.1. “Downtime” means the period of time during which any named user is unable to access a Product Environment that such named user is authorized to access. For purposes of calculating Uptime, Downtime is measured in user-minutes and is equal to the sum, across all named users and during a Service Level Period, of the length (in minutes) that each named user was unable to access a Product Environment that such named user was authorized to access, excluding the Excluded Downtime.
- 6.2. “Product Environment” means the combination of software and computing resources that are associated with a single instance of the Product that is accessible by the named users.
- 6.3. “Service Level Terms” means the contractual terms identified as Service Level Terms below.
- 6.4. “Service Level Period” means a calendar month during which Customer is permitted to use the Product.
- 6.5. “Uptime” is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

- 6.6. “User Minutes” means the period of time during which named users are permitted to access a Product Environment. For purposes of calculating Uptime, User Minutes is measured in user-minutes and is equal to the sum, across all named users and during a Service Level Period, of the length (in minutes) that each named user was permitted to access a Product Environment.

## DeltaV™ Workflow Studio

Emerson:

Fisher-Rosemount Systems, Inc.

### **Product-Specific Terms:**

#### **1. Use Parameters**

- 1.1. The Product is made available based on: (a) the number of Product Environments; and (b) the number of named users that are permitted to access the Product.
- 1.2. Customer: (a) may only access the number of Product Environments for which it has purchased the rights to use the Product; and (b) may not permit access to the Product to any person other than a named user.

#### **2. Service Level**

- 2.1. Emerson will use reasonable efforts to make the Product available according to an Uptime that is greater than or equal to 99% (the “Service Level”), and, if Emerson is unable to make the Product available according to that Service Level, Customer may be entitled to a Service Credit according to the values specified in the table below.

Uptime Range	Service Credit Rate
99% > Uptime ≥ 97%	5%
97% > Uptime ≥ 94%	10%
Uptime < 94%	25%

- 2.2. Customer’s rights, and Emerson’s liability, with respect to the Service Level are governed by the Service Level Terms, which are incorporated into these Product-Specific Terms by reference.

#### **3. Data Backup**

Changes to the Product database are continuously archived to enable point-in-time recovery of data stored therein. In the event of any loss, destruction, damage, or corruption of Customer Data (“Data Loss”), Customer may issue a request to Emerson, as set forth in the Documentation, to restore the Product Environment to a state of the Product Environment that existed prior to the Data Loss. Emerson will, within five days of receiving Customer’s request and as Emerson’s sole obligation and liability and as Customer’s sole remedy related to any Data Loss, use commercially reasonable efforts to restore the Product Environment to the most current state that is able to be recreated in accordance with the specified Data Backup process.

#### **4. Data Access**

During the Usage Term: (a) Customer will have access to view and download batch reports (including steps, parameters, materials, and equipment) through the Product interface; and (b) Emerson is not obligated to provide any access to Customer Data in any format other than that which is provided through the Product interface. If Customer submits a request to Emerson within 30 days of the end of a non-renewed Usage Term, Emerson will provide Customer with a copy of the Customer Data that is retained as part of the normal operation of the Product (including all recipe data) in an electronic format that permits parsing of the Customer Data. Emerson may permanently delete all Customer Data, including any backups of such Customer Data, after the 30-day period following the end of a non-renewed Usage Term.

#### **5. Definitions**

- 5.1. “Downtime” means the period of time during which any named user is unable to access a Product Environment that such named user is authorized to access. For purposes of calculating Uptime, Downtime is measured in user-minutes and is equal to the sum, across all named users and during a Service Level

Period, of the length (in minutes) that each named user was unable to access a Product Environment that such named user was authorized to access, excluding the Excluded Downtime.

- 5.2. "Product Environment" means the combination of software and computing resources that are associated with a single instance of the Product that is accessible by the named users.
- 5.3. "Service Level Terms" means the contractual terms identified as Service Level Terms below.
- 5.4. "Service Level Period" means a calendar month during which Customer is permitted to use the Product.
- 5.5. "Uptime" is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

- 5.6. "User Minutes" means the period of time during which named users are permitted to access a Product Environment. For purposes of calculating Uptime, User Minutes is measured in user-minutes and is equal to the sum, across all named users and during a Service Level Period, of the length (in minutes) that each named user was permitted to access a Product Environment.

Emerson Energy Monitor App, Emerson Compressed Air Manager App

Emerson:

Aventics GmbH

**Product-Specific Terms:**

**1. Use Parameters**

- 1.1. Customer may install and use a single licensed copy of the Product on a single industrial PC or Edge Gateway at a time, though Customer may access the Product from a hard disk or over a network.
- 1.2. This Product is licensed based on a number of Assets of a type for which the Product functionality is enabled and Customer may not use the Product to connect to more Assets than the number of Assets for which Customer has purchased a license to use the Product.
- 1.3. "Asset" means a physical asset that connects to and exchanges information with the Product, such as a sensor, machine, motor, or distributed electrical line, and may be connected to the Product directly or indirectly, such as via distributed energy meters, power meters, and/or power analyzers. An Asset may in some cases be referred to as an Endpoint.

**2. Usage Term**

- 2.1. Notwithstanding anything to the contrary in this Agreement, the Usage Term for the Product is perpetual unless otherwise stated in the Order Document.

**3. Updates / Entire Agreement**

- 3.1. Notwithstanding anything to the contrary in this Agreement, any use of an update to the Product shall be subject to all modifications to this Agreement that have been made pursuant to section 16.3 of the Agreement as of the date such update is released.

FBxEdge	
Emerson:	Bristol, Inc.
<p><b><u>Product-Specific Terms:</u></b></p> <p><b>1. Use Parameters</b></p> <p>1.1. The Product is made available based on the number of licensed instances. Customer shall ensure that only the licensed number of instances of the Product are installed and/or used.</p> <p>1.2. Applications available for use with FBxEdge are separate Products and are licensed separately on a per-instance basis.</p>	

FBxManager	
Emerson:	Bristol, Inc.
<p><b><u>Product-Specific Terms:</u></b></p> <p><b>1. Use Parameters</b></p> <p>1.1. The Product is made available based on the number of licensed instances and the maximum number of edge connections. Customer shall ensure that only the licensed number of instances of the Product are installed and that the Product is only used to connect to the licensed number of edge devices.</p>	

Gas Management Solutions (GMS), PipelineTransporter, TransactionManager	
Emerson:	Bristol, Inc.
<p><b><u>Product-Specific Terms:</u></b></p> <p><b>1. Use Parameters</b></p> <p>1.1. The Product is made available based on: (a) the named pipeline system identified in the Emerson order documents (the “Named Pipeline System”); (b) maximum rated daily throughput (volume) of the Named Pipeline System; and (c) the number of contracts in Customer’s instance of the Software.</p> <p>1.2. Customer may not use the Product in support of any facilities or other asset other than the Named Pipeline System and the maximum rated daily throughput of the Named Pipeline System may not exceed the maximum rated daily throughput indicated at the time of purchase. Customer may not use the Product in support of more contracts than purchased.</p>	

IntegrityManager™	
Emerson:	Bristol, Inc.
<p><b><u>Product-Specific Terms:</u></b></p> <p><b>1. Use Parameters</b></p> <p>1.1. The Product is made available based on: (a) the number of named users that are permitted to access the Product; and (b) the modules licensed within the Product (Gas HCA, Assessments, Modeler, Alignment Sheet Generator, and Reporting).</p> <p>1.2. Customer may not use modules that have not been licensed or allow more than the purchased number of named users to access or use the Product.</p>	

O2CManager™ for Liquids Pipelines (Distributed Software Product)	
Emerson:	Bristol, Inc.
<p><b><u>Product-Specific Terms:</u></b></p> <p><b>1. Use Parameters</b></p> <p>1.1. The Product is made available based on: (a) the named pipeline system identified in the Emerson order documents (the “Named Pipeline System”); (b) the modules licensed; (c) the total length of pipe in the Named Pipeline System; and (d) maximum rated daily throughput (volume) of the Named Pipeline System.</p> <p>1.2. Customer may not use the Product in support of any facilities or other asset other than the Named Pipeline System and the total length of pipe and the maximum rated daily throughput of the Named Pipeline System may not exceed the amounts indicated at the time of purchase.</p>	

O2CManager™ for Liquids Pipelines (Cloud Software Product)	
Emerson:	Bristol, Inc.
<p><b><u>Product-Specific Terms:</u></b></p> <p><b>1. Use Parameters</b></p> <p>1.1. The Product is made available based on: (a) the named pipeline system identified in the Emerson order documents (the “Named Pipeline System”); (b) the modules licensed; (c) the total length of pipe in the Named Pipeline System; and (d) maximum rated daily throughput (volume) of the Named Pipeline System.</p> <p>1.2. Customer may not use the Product in support of any facilities or other asset other than the Named Pipeline System and the total length of pipe and the maximum rated daily throughput of the Named Pipeline System may not exceed the amounts indicated at the time of purchase.</p> <p><b>2. Service Level</b></p> <p>2.1. Emerson will use reasonable efforts to make the Product available according to an Uptime that is greater than or equal to 99% (the “Service Level”), and, if Emerson is unable to make the Product available</p>	

according to the Service Level, Customer may be entitled to a Service Credit according to the values specified in the table below.

Uptime Range	Maximum Service Credit Rate
99% > Uptime >= 97%	5%
97% > Uptime >= 94%	10%
Uptime < 94%	15%

2.2. Customer’s rights, and Emerson’s liability, with respect to the Service Level are governed by the Service Level Terms, which are incorporated into these Product-Specific Terms by reference.

### 3. Definitions

3.1. “Product Environment” means the combination of software and computing resources that are associated with a single instance of the Product that is accessible by the named users, typically referred to as the “Production Environment”.

For systems with a backup/failover environment, only the availability of the primary environment will be included in Uptime calculations.

3.2. “Service Level Terms” means the contractual terms identified as Service Level Terms below.

3.3. “Service Level Period” means a calendar month during which Customer is permitted to use the Product.

3.4. “Downtime” means the period of time (in minutes) during which named users are unable to access the Product Environment that such Named Users are authorized to access (as measurable by Emerson built-in monitoring), excluding the Excluded Downtime (as defined in the Service Level Terms).

3.5. Emerson Built-in Monitoring

As part of the Product offering, Emerson has built-in monitoring infrastructure for the Product. Multiple parameters or sources of information (System Check Methods) are used to check system availability (ex. Server ping and simulated log in). However, a simultaneous identification of failure over a period of time will result in a single downtime.

In the following scenario, the total Downtime (for use in calculating Uptime) would be 22 minutes, barring other Excluded Downtime.

System Check Method	Action: Response	Time Stamp
1	Simulated Log in: FAILURE	09:00
2	Server Ping: NO RESPONSE	09:05
2	Server Ping: SUCCESS	09:20
1	Simulated Log in: SUCCESS	09:22

Specific details on the specific System Check Methods used for the Product can be provided on request. Note that Emerson reserves the right to update/modify the System Check Methods at any time (with the intention of making the checks more accurate or comprehensive).

3.6. “Uptime” is calculated using the following formula for a single named Emerson product:

$$\frac{\text{Total minutes in month} - \text{Downtime}}{\text{Total minutes in month}} \times 100$$

3.7. Uptime Reporting

Emerson will provide Customer with a monthly Uptime report for the Product.

**4. Data Backup**

4.1. Changes to the Product Production Environment database are regularly archived to enable point-in-time recovery of data stored therein. Specific details on the frequency of database backups and their retention periods are available upon request. In the event of any loss, destruction, damage, or corruption of Customer Data (“Data Loss”), Customer may issue a request to Emerson, as set forth in the Documentation, to restore the Product Environment to a state of the Product Environment that existed prior to the Data Loss. Emerson will, within five days of receiving Customer’s request and as Emerson’s sole obligation and liability and as Customer's sole remedy related to any Data Loss, use commercially reasonable efforts to restore the Product Environment to the most current state that is able to be recreated in accordance with the specified Data Backup process.

**5. Data Access**

5.1. During the Usage Term: (a) Customer will have access to view and retrieve data primarily via the Product interface; and (b) Emerson is not obligated to provide any access to Customer Data in any format other than that which is provided through the Product interface. If Customer submits a request to Emerson within 30 days of the end of a nonrenewed Usage Term, Emerson will provide Customer with a copy of the Customer Data that is retained as part of the normal operation of the Product in an electronic format that permits parsing of the Customer Data. Emerson may permanently delete all Customer Data, including any backups of such Customer Data, after the 30-day period following the end of a non-renewed Usage Term.

O2CManager™ for Liquids Terminals

Emerson:

Bristol, Inc.

**Product-Specific Terms:**

**1. Use Parameters**

- 1.1. The Product is made available based on: (a) the modules licensed; (b) the Named Terminal Facility identified in the Emerson order documents (the “Named Terminal Facility”); and (c) the maximum storage capacity for the Named Terminal Facility.
- 1.2. Customer may not use the Product in support of any facilities or other asset other than the Named Terminal Facility and the maximum storage capacity for the Named Terminal Facility may not exceed the maximum storage capacity indicated at the time of purchase. Customer may not use modules that have not been licensed.



OpenEnterprise SCADA	
Emerson:	Bristol, Inc.
<p><b><u>Product-Specific Terms:</u></b></p> <p><b>1. Use Parameters</b></p> <p>1.1. The Software primarily consists of SCADA Server software (each a “SCADA Server”) and Workstation software each a (“Workstation”).</p> <p>1.2. The Product is made available based on: (a) the number of SCADA Servers licensed; (b) the number of Workstations licensed; and (c) the number of Remote Terminal Units licensed. Customer may not use the Product for more SCADA Servers, Workstations, or Remote Terminal Units than licensed.</p> <p>1.3. In addition, Customer may license an OPC Server to connect the Product to other systems. Customer may not connect to a non-OpenEnterprise system without an OPC Server and must license at least one OPC Server for each non-OpenEnterprise system to which the Product is connected.</p>	

Ovation™ Communication Protocol for Ethernet Link Controller (ELC) and OC100 – Allen-Bradley EtherNet/IP Client	
Emerson:	Emerson Process Management Power & Water Solutions, Inc.
<p><b><u>Product-Specific Terms:</u></b></p> <p><b>1. Use Parameters</b></p> <p>1.1. The Product is licensed based on the number of Ethernet Link Controller (ELC) modules on which it may be executed, and Customer may not execute the Product on more than that number of ELC modules for which Customer has purchased a license to use the Product.</p>	

Ovation™ Control Builder	
Emerson:	Emerson Process Management Power & Water Solutions, Inc.
<p><b><u>Product-Specific Terms:</u></b></p> <p><b>1. Use Parameters</b></p> <p>1.1. The Product may only be installed on a device on which the Ovation Developer Studio Product has been installed (each an “Ovation Developer Studio device”), and the Product may only be used on an Ovation Developer Studio device that is part of the Ovation system for which the Product is licensed.</p> <p>1.2. The Product is licensed based on the number of users that may concurrently use the Product on Ovation Developer Studio devices, and Customer may not concurrently use the Product on more than that number of Ovation Developer Studio devices for which Customer has purchased a license to use the Product.</p> <p>1.3. The Product is run within the Ovation Developer Studio Product, so the use of an instance of the Product on an Ovation Developer Studio device requires the use of both the Ovation Developer Studio Product and the Product on that device.</p>	



Ovation™ Developer Studio	
Emerson:	Emerson Process Management Power & Water Solutions, Inc.
<p><b><u>Product-Specific Terms:</u></b></p> <p><b>1. Use Parameters</b></p> <p>1.1. The Product may only be installed on a device on which the Ovation System Database Server Product or the Ovation Workstation Product has been installed (each an “Ovation device”), and the Product may only be used on an Ovation device that is part of the Ovation system for which the Product is licensed.</p> <p>1.2. The Product is licensed based on the number of users that may concurrently use the Product on Ovation devices, and Customer may not concurrently use the Product on more than that number of Ovation devices for which Customer has purchased a license to use the Product.</p>	

Ovation™ Graphics Builder	
Emerson:	Emerson Process Management Power & Water Solutions, Inc.
<p><b><u>Product-Specific Terms:</u></b></p> <p><b>1. Use Parameters</b></p> <p>1.1. The Product may only be installed on a device on which the Ovation Developer Studio Product has been installed (each an “Ovation Developer Studio device”), and the Product may only be used on an Ovation Developer Studio device that is part of the Ovation system for which the Product is licensed.</p> <p>1.2. The Product is licensed based on the number of users that may concurrently use the Product on Ovation Developer Studio devices, and Customer may not concurrently use the Product on more than that number of Ovation Developer Studio devices for which Customer has purchased a license to use the Product.</p> <p>1.3. The Product is run within the Ovation Developer Studio Product, so the use of an instance of the Product on an Ovation Developer Studio device requires the use of both the Ovation Developer Studio Product and the Product on that device.</p>	

Ovation™ OCR1100/OCR3000 Controller	
Emerson:	Emerson Process Management Power & Water Solutions, Inc.
<p><b><u>Product-Specific Terms:</u></b></p> <p><b>1. Use Parameters</b></p> <p>1.1. The Product is licensed based on the number of Ovation OCR1100 or OCR3000 controllers (“Ovation controllers”) on which it may be installed, and Customer may not install the Product on more than that number of Ovation controllers for which Customer has purchased a license to use the Product.</p> <p>1.2. The Product is offered in simplex and redundant configurations. The simplex configuration of the Product may be installed and run on a single Ovation controller. The redundant configuration of the Product may be installed and run on each Ovation controller in a redundant controller pair arrangement.</p>	



Ovation™ OPC Client Mapper	
Emerson:	Emerson Process Management Power & Water Solutions, Inc.
<p><b><u>Product-Specific Terms:</u></b></p> <p><b>1. Use Parameters</b></p> <p>1.1. The Product is licensed based on the number of devices on which it may be installed, and Customer may not install the Product on more than that number of devices for which Customer has purchased a license to use the Product.</p> <p>1.2. The Product may only be installed on a device on which the Ovation System Database Server Product or the Ovation Workstation Product has been installed.</p> <p>1.3. Each instance of the Product will support connections to any number of supported OPC servers.</p>	

Ovation™ OPC Data Access Server	
Emerson:	Emerson Process Management Power & Water Solutions, Inc.
<p><b><u>Product-Specific Terms:</u></b></p> <p><b>1. Use Parameters</b></p> <p>1.1. The Product is licensed based on the number of devices on which it may be installed as well as the number of concurrent OPC client connections to the Product, and Customer may not install the Product on more than that number of devices nor configure more than that number of concurrent OPC client connections for which Customer has purchased a license to use the Product.</p> <p>1.2. The Product may only be installed on a device on which the Ovation System Database Server Product or the Ovation Workstation Product has been installed.</p> <p>1.3. Each license to use the Product permits installation and use on a single device and three concurrent OPC client connections to that instance of the Product. The right to concurrently connect an additional OPC client to a particular instance of the Product (i.e., beyond the standard three connections) requires the purchase of an additional OPC client connection license for each additional concurrent OPC client connection.</p>	

Ovation™ Protocol Analyzer for Communication Protocol Software (CPS)	
Emerson:	Emerson Process Management Power & Water Solutions, Inc.
<p><b><u>Product-Specific Terms:</u></b></p> <p><b>1. Use Parameters</b></p> <p>1.1. The Product is licensed based on the number of devices on which it may be installed, and Customer may not install the Product on more than that number of devices for which Customer has purchased a license to use the Product.</p>	



Ovation™ System Database Server	
Emerson:	Emerson Process Management Power & Water Solutions, Inc.
<b><u>Product-Specific Terms:</u></b>	
<b>1. Use Parameters</b>	
1.1. The Product is licensed based on the number of devices on which it may be installed, and Customer may not use the Product on more than that number of devices for which Customer has purchased a license to use the Product.	
1.2. Each Ovation system will include a single Ovation system database server device on which the Product may be installed and executed.	

Ovation™ Virtual Advisor	
Emerson:	Emerson Process Management Power & Water Solutions, Inc.
<b><u>Product-Specific Terms:</u></b>	
<b>1. Use Parameters</b>	
1.1. The Product may only be installed on an approved server device, and the Product’s functionality may only be accessed from the device on which the Product is installed or a device that is part of the Ovation system for which the Product is licensed and on which the Ovation System Database Server Product or the Ovation Workstation Product has been installed.	
1.2. The Product is licensed based on: (a) the number of users that may concurrently use the Product; and (b) the volume of data that may be uploaded for purposes of the customization functionality of the Product. Customer may not allow more concurrent users than the number authorized. Customer may not upload more data for customization of the Product than the volume authorized.	
1.3. Customer may only use the Product on an Ovation system for which Customer has and maintains active product support.	
1.4. The Product includes features powered by artificial intelligence technologies (“AI Features”), including but not limited to AI Features that are built with Meta Llama 3. These features may generate content, suggestions, or responses automatically based on user input and system training data, including customization training data provided by Customer.	
1.5. Customer acknowledges and agrees that: (a) content generated by the AI features is produced by a generative model and may contain inaccuracies, omissions, or other errors; (b) AI-generated content is intended to assist and augment human decision-making, not replace it; (c) Customer is solely responsible for reviewing, validating, and verifying any AI-generated content before relying on it for any purpose, including operational decisions; and (d) Customer shall not use the Product in any manner that could reasonably be interpreted as causing the Product or its outputs to constitute or be relied upon as a “safety component” of a product or system, as defined under applicable laws and regulations.	

Ovation™ Workstation	
Emerson:	Emerson Process Management Power & Water Solutions, Inc.
<p><b><u>Product-Specific Terms:</u></b></p> <p><b>1. Use Parameters</b></p> <p>1.1. The Product is licensed based on the number of devices on which it may be installed, and Customer may not use the Product on more than that number of devices for which Customer has purchased a license to use the Product.</p> <p>1.2. Each Ovation system device, whether physical or virtual, is a separate device, and Customer must obtain a license to use the Product for each Ovation system device (excluding the Ovation system database server for which a separate Product license applies).</p>	

PipelineManager™	
Emerson:	Bristol, Inc.
<p><b><u>Product-Specific Terms:</u></b></p> <p><b>1. Use Parameters</b></p> <p>1.1. The Product is made available based on: (a) the named pipeline system identified in the Emerson order documents (the “Named Pipeline System”); (b) the modules licensed; (c) the total length of pipe in the Named Pipeline System; and (d) the number of concurrent users. The Optimization module is made available based on maximum rated daily throughput (volume) of the Named Pipeline System.</p> <p>1.2. Customer may not use the Product in support of any facilities or other asset other than the Named Pipeline System and the Named Pipeline System may not exceed the number of miles or capacity indicated at the time of purchase. Customer may not use modules that have not been licensed or allow more than the purchased number of concurrent users to access or use the Product.</p>	

PipelineStudio™	
Emerson:	Bristol, Inc.
<p><b><u>Product-Specific Terms:</u></b></p> <p><b>1. Use Parameters</b></p> <p>1.1. The Product is made available based on: (a) the facility designated on the Emerson order documents (the “Designated Facility”); (b) the modules licensed; and (c) the number of concurrent users.</p> <p>1.2. Customer may not use the Product in support of any facilities or other asset other than the Designated Facility. Customer may not use modules that have not been licensed or allow more than the purchased number of concurrent users to access or use the Product.</p>	



Polaris™ PC HMI	
Emerson:	Branson Ultrasonics Corporation
<p><b><u>Product-Specific Terms:</u></b></p> <p><b>1. Use Parameters</b></p> <p>1.1. Customer may install and use the Product on any number of devices to access a single welder identified in the configuration key associated with the Customer’s license. The license is locked to the identified welder, and may only be reassigned to a different welder by Emerson at its sole discretion in the event that the original welder is returned or becomes inoperable.</p> <p><b>2. Usage Term</b></p> <p>2.1. Notwithstanding anything to the contrary in this Agreement, the Usage Term for the Product is perpetual unless otherwise stated in the Order Document.</p> <p><b>3. Updates / Entire Agreement</b></p> <p>3.1. Notwithstanding anything to the contrary in this Agreement, any use of an update to the Product shall be subject to all modifications to this Agreement that have been made pursuant to section 16.3 of the Agreement as of the date such update is released.</p>	

SchedulingManager™ for Pipelines	
Emerson:	Bristol, Inc.
<p><b><u>Product-Specific Terms:</u></b></p> <p><b>1. Use Parameters</b></p> <p>1.1. The Product is made available based on: (a) the Named Pipeline System identified in the Emerson order documents (the “Named Pipeline System”); (b) the modules licensed; and (c) the total length of pipe in the Named Pipeline System.</p> <p>1.2. Customer may not use the Product in support of any facilities or other asset other than the Named Pipeline System and the Named Pipeline System may not exceed the number of miles or capacity indicated at the time of purchase. Customer may not use modules that have not been licensed.</p>	



SchedulingManager™ for Pipelines with Network Management	
Emerson:	Bristol, Inc.
<p><b><u>Product-Specific Terms:</u></b></p> <p><b>1. Use Parameters</b></p> <p>1.1. The Product is made available based on: (a) pipeline network assets indicated by Licensee in the Emerson requirements document (the “Pipeline Network Requirements Documents”) that Licensee has completed and provided to Emerson; (b) the modules licensed; and (c) the total length of pipe of the named pipeline assets. Examples of pipeline network assets include pipelines, tanks, supply and delivery locations, and terminal facilities.</p> <p>1.2. Customer may not use the Product in support of pipeline network assets other than the pipeline network assets indicated in the Pipeline Network Requirements Document. If Customer wishes to change the Pipeline Assets they must first enter into a new Order Form or amendment with Emerson documenting the change.</p>	

SchedulingManager™ for Terminals	
Emerson:	Bristol, Inc.
<p><b><u>Product-Specific Terms:</u></b></p> <p><b>1. Use Parameters</b></p> <p>1.1. The Product is made available based on: (a) the Named Terminal Facility identified in the Emerson order documents (the “Named Terminal Facility”); (b) the modules purchased; (c) the tank count for the Named Terminal Facility; and (d) number of connections (i.e. pipelines, docks, etc.).</p> <p>1.2. Customer may not use the Product in support of any facilities or other asset other than the Named Terminal Facility and the Named Terminal Facility may not exceed the capacity or number of connections indicated at the time of purchase. Customer may not use modules that have not been licensed.</p>	

TerminalManager™	
Emerson:	Bristol, Inc.
<p><b><u>Product-Specific Terms:</u></b></p> <p><b>1. Use Parameters</b></p> <p>1.1. The Product is made available based on: (a) the named terminal facility identified in the Emerson order documents (the “Named Terminal Facility”); (b) the number of loading arms; (c) the number of concurrent users and (d) the number of non-production instances of the Product. The base license of the Product includes the right to use a single production instance and a single non-production instance of the Product.</p> <p>1.2. Customer may not use the Product in support of any facilities or other asset other than the Named Terminal Facility and the number of loading arms at the Named Terminal Facility may not exceed the number indicated at the time of purchase. Customer may not allow more than the purchased number of concurrent users to access or use more instances of the Product than licensed.</p>	

ValveLink™ Pro

Emerson:

Fisher Controls International LLC

**Product-Specific Terms:**

**1. Use Parameters**

- 1.1. Customer is specifically prohibited from using the Product and/or the output of the Product in support of Customer's actual, future, planned or proposed commercial sale or resale of a refurbished, rebuilt or reproduced valve or any portion of a valve.
- 1.2. If Customer is downloading this Product electronically, Customer may be asked to provide registration information in connection with the download. Failure to provide accurate registration information, such as, but not limited to, by providing false or misleading registration information, voids this agreement and any use, transfer, and/or copying by Customer of the Product is unlicensed and prohibited.

**2. Usage Term**

- 2.1. Notwithstanding anything to the contrary in this Agreement, the Usage Term for the Product is perpetual unless otherwise stated in the Order Document.

**3. Updates / Entire Agreement**

- 3.1. Notwithstanding anything to the contrary in this Agreement, any use of an update to the Product shall be subject to all modifications to this Agreement that have been made pursuant to section 16.3 of the Agreement as of the date such update is released.

## Shared Terms

### Service Level Terms

#### **1. Service Level**

- 1.1. These Service Level Terms govern the rights and obligations of Emerson and Customer with respect to any Service Level specified in the Product-Specific Terms for a Product.

#### **2. Service Credits**

- 2.1. To be eligible to receive a Service Credit, Customer must submit a claim to Emerson within 15 days of the end of the Service Level Period during which Customer asserts that Emerson did not make the Product available according to the specified Service Level. If Customer fails to submit a claim by the specified time, Customer waives all rights to receive a Service Credit for the relevant Service Level Period.
- 2.2. Emerson will evaluate Customer's claim and determine whether a Service Credit is due. Emerson's monitoring infrastructure for the Product is the sole source of truth for determining whether Emerson has met the Service Level.
- 2.3. If Emerson determines that a Service Credit is due, Emerson will apply the Service Credit against a future payment due from Customer for the relevant Product, provided that Customer's account is fully paid up, without any overdue payments or disputes. No refunds or cash value will be given for unused Service Credits. Service Credits may not be transferred or applied to any other Product. The aggregate maximum Service Credit applied to an invoice will not exceed 100% of the amount invoiced for the relevant Product.
- 2.4. If Service Credits are determined to be due in relation to a Product that Customer purchased from a Reseller, Emerson will issue any associated Service Credits to the Reseller (and not directly to Customer), and the Reseller will be solely responsible for issuing the appropriate amounts to Customer.

#### **3. Exclusions**

- 3.1. The Service Level does not include unavailability of the Product that results from: (a) Customer's use of the Product in a manner not authorized under the Agreement; (b) unforeseeable circumstances that are outside of Emerson's reasonable control, including internet access or related problems; or (c) Customer equipment, software, network connections or other infrastructure.
- 3.2. The Service Level does not apply to, and no Service Credit will be due in relation to, any Trial Use of a Product.

#### **4. Exclusive Remedies**

- 4.1. Service Credits are Customer's sole and exclusive remedy for any performance or availability issues for the Product under the Agreement.

#### **5. Definitions**

- 5.1. "Excluded Downtime" means any Scheduled Downtime, Emergency Downtime, periods of Downtime that result from a third-party cloud-computing service provider that Emerson uses to host the Product, or any periods of Downtime that result from any of the reasons set forth in Section 3.1 of these Service Level Terms.
- 5.2. "Reseller" means, solely for purposes of these Service Level Terms, an entity other than Emerson or an affiliate of Emerson that sells the right to use a Product to Customer.
- 5.3. "Service Credit" means the amount that may be credited against an invoice for Customer's use of the Product in accordance with these Service Level Terms and is equal to the Service Credit Rate multiplied by the Service Period Fees.

- 5.4. "Service Credit Rate" means the percentage of Service Period Fees that may be provided as a Service Credit. The Service Credit Rate is identified in the Product-Specific Terms for the Product's Service Level.
- 5.5. "Service Level" has the meaning set forth in the Product-Specific Terms for the Product.
- 5.6. "Service Level Period" has the meaning set forth in the Product-Specific Terms for the Product.
- 5.7. "Service Period Fees" means the fees paid to Emerson for Customer's use of the Product during the Service Level Period. If Emerson invoices for use of the Product based on a period of time that differs from the Service Level Period, the Service Period Fees will be prorated to determine the fees that are attributable to the Service Level Period.