

Service Agreement

IMPORTANT - PLEASE READ CAREFULLY BEFORE USING:

This Service Agreement ("Agreement") is a legally binding contract between Customer and Yokogawa Electric Corporation ("Yokogawa") whereby Yokogawa hereby grants to the Customer on the terms and conditions set out herein a non-exclusive right to use Service on a subscription basis. The Customer has entered into an agreement with Yokogawa Affiliate or distributor for the Subscription of the Service by executing the Order Form. If you do not accept all the terms and conditions in this Service Agreement, you are not entitled to use the Service.

Article 1 (Components, Definition)

1.1 This Agreement includes the following Attachments, Exhibits and other Documents.

Attachments	Attachment 1 Specific License Terms Attachment 2 Terms and Conditions of Third Party Software and Platform Attachment 3 Terms and Conditions of Open Source Software
Exhibits	Exhibit 1 Data Processing Addendum Exhibit 2 Service Level Objective
Other Documents	General Specifications (GS) Instruction Manuals

Except as otherwise indicated in this Agreement, in case of any inconsistencies between the terms and conditions of this Agreement, the documents in the table, and Order Form, it shall prevail in the following order.

- (a) Order Form
- (b) Attachment 1
- (c) the body of this Agreement
- (d) other Attachments, Exhibits, and Other Documents (listed in the order of the precedence)

1.2 "Authorized User" means the employees, officers and/or directors and/or designees(excludes any competitors of Yokogawa) of Customer, who are allowed to use the Service based on the Subscription of the Service purchased by Customer subject to its terms and conditions during the term of this Agreement.

1.3 "Customer Data" means any information, data uploaded by Customer, Authorized User, or Yokogawa on Customer's behalf, for the purpose of using the Service or facilitating Customer's use of the Service. Customer Data does not include personal data.

1.4 "Order Form" means order form executed between Customer and Yokogawa or its sales representative or distributor of the Services.

1.5 "Cloud Services" means the online, Web-based platform service provided by Yokogawa.

1.6 "Service" means the services specified in the Order Form. Unless otherwise specified in the Order Form, Cloud Services would be included in the Service. Specific services such as set up, data migration, and data extraction services may be provided by Yokogawa as a separate service which shall be specified in the Order Form.

Article 2 (Term)

2.1 This Agreement shall be effective in full force during the Subscription Term specified in the Order Form unless otherwise terminated pursuant to Article 14 (Termination).

Article 3 (Grant of Use)

3.1 Subject to the terms and conditions of this Agreement and full payment by Customer of the Service fee, Yokogawa hereby grants to Customer a non-exclusive and non-transferable right to use the Service solely for the purpose of Customer's internal operations use within the scope of the Service purchased by the Customer. If any Usage Metric Restriction is specified in the Order Form or any Special Terms (specified in Attachment 1 if any), such restriction applies to the use.

3.2 Authorized User is allowed to use the Service only in the country where Cloud Service is provided and not restricted by the General Specifications ("Licensed Country"), unless otherwise specified in the Specific Notes section in the Order Form.

3.3 The following acts are strictly prohibited:

- (a) to license, sublicense, sell, resell, rent, lease, assign, transfer, distribute, make available via the network or otherwise convey the Service to a third party other than the Authorized User, unless expressly permitted under this Agreement;
- (b) to use the Service for acts that violate any applicable laws and regulations or terms and conditions of this Agreement;
- (c) to use the Service to transmit or store viruses, worms, time bombs, or Trojan horses, or other harmful and malicious code, files, scripts, agents, or programs;
- (d) to interfere with the provision of the Service by Yokogawa;
- (e) to access without Yokogawa's authorization any system or network related to the Service, or any attempt to gain such unauthorized access;
- (f) to reproduce, modify or make derivative work of the Service or any software component of Service;
- (g) to cause, permit or attempt to dump, disassemble, decompile, reverse-engineer, or otherwise translate or reproduce the Service or any software component thereof into source code or other human readable format, or to revise or translate the Service or any software component thereof into other language or otherwise change the Service or any software component thereof into other formats other than the formats provided by Yokogawa;
- (h) to remove any copyright notice, trademark notice, logo or other proprietary notices or identification shown in the materials provided in the Service;
- (i) connect any hardware, system, software, or cloud service to the Service not designated or not satisfying the requirements of Yokogawa (such requirements if any shall be specified in Other Documents);
- (j) infringe or perform acts that may infringe any intellectual property of a third party or Yokogawa;
- (k) make alterations to hardware, software, network, system or cloud service related to the Service without the prior written consent of Yokogawa;
- (l) to use the Service in the way prohibited by any Instruction Manual, guidelines, or instructions etc.; or
- (m) to save or upload any data or information, which is prohibited from so doing, under any applicable local, state, federal and foreign laws and regulations. This includes saving or uploading data or information that infringes third party rights.

3.4 Customer is obliged to ensure that Authorized Users abide by this Agreement and Customer shall take responsibility to Yokogawa for the activities of such Authorized Users.

3.5 The Service may contain services and/or products which Yokogawa is granted a right to sublicense or distribute by Third Party Suppliers. If Third Party Suppliers provide special terms and conditions for the services and/or products provided by Third Party Supplier which differ from this Agreement, the special terms and conditions stated in Attachment 2 shall take precedence over this Agreement in relation to the third party service and/or product only.

3.6 The Service may contain open source software ("OSS"), for which special terms and conditions stated in Attachment 3 shall take precedence over this Agreement in relation to the OSS only.

3.7 Yokogawa may appoint subcontractors (including Yokogawa Affiliates) to provide services on its behalf. Any such subcontractors will be permitted to obtain Customer Data and personal data only to deliver the services Yokogawa has retained them to provide and will be prohibited from using Customer Data and personal data for any other purpose. Yokogawa remains responsible for its subcontractors' compliance with Yokogawa's obligations under this Agreement. Customer consents to Yokogawa's transfer of Customer Data and personal data to subcontractors as described in this Agreement.

Article 4 (Customer's Responsibilities)

4.1 Customer shall be responsible for the issuance and management of its Authorized Users' ID, password in accordance with and corresponding to the use limitations (Usage Metrics specified in the Order Form, Licensed Country etc.) of the Service purchased by Customer. Prior to enter into an order governed by this Agreement, Customer is solely responsible for determining whether the Service meet Customer's technical, business or regulatory requirements. Yokogawa will cooperate with Customer's efforts to determine whether use of the standard Service is consistent with those requirements.

4.2 Customer shall;

- (a) provide Yokogawa with all reasonably necessary (i) cooperation in relation to the Parties' performance and compliance with this Agreement and (ii) access to information as may be required by Yokogawa for Yokogawa to provide the Service and related support to Customer;
- (b) shall comply with all applicable local, state, federal and foreign laws and regulations with respect to Customer's activities under this Agreement;
- (c) carry out all other responsibilities of Customer set out in this Agreement in a timely and efficient manner;
- (d) ensure that each Authorized User uses the Service in accordance with the terms and conditions of this Agreement, and be responsible for any Authorized User's breach of this Agreement;
- (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Service by a person other than Authorized Users, and shall promptly notify Yokogawa or its sales representative or distributor of any such unauthorized access or use;
- (f) obtain and maintain all necessary licenses, consents, and permissions necessary for Yokogawa and its sales representative or distributor to perform their obligations under this Agreement, with respect to the Service;
- (g) ensure that the Customer's hardware, software, network, systems and cloud services comply with the relevant specifications provided by Yokogawa from time to time (such requirements if any shall be specified in Other Documents);
- (h) be solely responsible for (i) procuring and maintaining the Customer's network connections and telecommunications links from/to the Customer's systems to/from Yokogawa's data centers, and (ii) addressing or resolving all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet;
- (i) be solely responsible for Authorized Users and/or Customer's acts and handling Customer Data (including the transfer, editing and deletion of Customer Data); and
- (j) be solely responsible for all activities occurring under Authorized User's Customer accounts.

4.3 Customer understands that the Service is provided through communication networks and facilities, and the communication speed and responses may vary, depending on the communication equipment, infrastructure and environment.

4.4 If Customer provides any suggestions or feedback to Yokogawa or its sales representative or distributor, Yokogawa will own all right, title, and interest in and to the suggestions or feedback, even if Customer has designated such suggestions or feedback as confidential. Yokogawa or its sales representative or distributor, will be entitled to use the suggestions or feedback without restriction or compensation.

Article 5 (Payment)

5.1 The Service fee and terms of payment shall be separately agreed upon between Yokogawa or its sales representative or distributor and Customer in the Order Form.

Article 6 (Changes)

6.1 Yokogawa may enhance or change the feature of the Service and/or Service Level Agreement at its sole discretion as long as Yokogawa does not materially reduce the core functionality of the Service or security features. Provided, however, Yokogawa will give two (2) months advanced notice to Customer, to the extent such enhancement or change shall materially reduce the core functionality of the Service or security features.

6.2 Except as provided elsewhere herein, all changes to this Agreement shall be in writing accepted by the Parties.

Article 7 (Intellectual Property Rights)

Yokogawa or its service providers and/or Third Party Suppliers shall reserve all intellectual property rights in or related to the Service.

Article 8 (Yokogawa's Responsibilities)

8.1 Provided that Customer uses the Service according to Other Documents provided by Yokogawa, Yokogawa shall make commercially reasonable efforts to ensure that the Service shall be provided according to the Service Levels in Exhibit 2. Except for the foregoing, the Service is

provided "AS IS". TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOKOGAWA DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD-PARTY RIGHTS. YOKOGAWA DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICE WILL MEET ANY REQUIREMENTS OR NEEDS CUSTOMER MAY HAVE, THAT THE SERVICE WILL OPERATE ERROR FREE, OR IN AN UNINTERRUPTED FASHION, THAT ANY DEFECTS OR ERRORS IN THE SERVICE WILL BE CORRECTED, THAT THE SERVICE HAS NO INCONSISTENCY OR INTERFERENCE WITH OTHER SOFTWARE, THAT THE SERVICE OR THE RESULTS ARISING THEREFROM IS OR ARE PRECISE, RELIABLE OR UP-TO-DATE, THAT THE SERVICE IS COMPATIBLE WITH ANY PARTICULAR SOFTWARE REQUIRED TO RUN THE SERVICE, OR THAT THE SERVICE IS FREE OF VULNERABILITY TO INTRUSION OR ATTACK. SOME JURISDICTIONS DO NOT ALLOW THE WAIVER OR EXCLUSION OF IMPLIED WARRANTIES SO THEY MAY NOT APPLY TO CUSTOMER. IN NO EVENT YOKOGAWA IS RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR ANY OTHER LOSS OR DAMAGE RESULTING FROM THE TRANSFER OF DATA OVER COMMUNICATIONS NETWORKS AND FACILITIES, INCLUDING THE INTERNET, AND CUSTOMER ACKNOWLEDGES THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS NETWORKS AND FACILITIES.

8.2 Yokogawa shall make commercially reasonable efforts to provide the Service, except for the following cases and nothing herein warrants that the Service will not be interrupted or stopped under any circumstances;

8.2.1 When the Service is stopped due to Yokogawa's periodic maintenance or urgent repair;

8.2.2 When a situation beyond the reasonable control of Yokogawa occurs (including, but not limited to, force majeure, such as an act of war, hostility, civil war, political act, flood, fire, earthquake, hurricane, riot, or terrorist act, requirements by law or a problem with the Internet service provider or a delay in the service, electrical, internet or telecommunication outage that is not caused by Yokogawa, compliance with any order, regulation or request of government);

8.2.3 Business suspension order by an administrative or judicial body;

8.2.4 Problem with the terminal equipment or connection service of Customer; or

8.2.5 Unauthorized operation by Customer or an attack from a third party.

8.3 If Yokogawa can predict that the Service will stop or confirmed that it stopped, Yokogawa shall make commercially reasonable efforts to notify Customer of the schedule on the stop and restart of the Service by appropriate means.

8.4 The Service is not intended, designed, produced or licensed for use in relation to medical or therapeutic equipment, aircraft operation or control, ship navigation, or ground facility or device for support of the aforesaid operation or control, nor for planning, construction, maintenance or operation of any nuclear related facility.

8.5 If the Service is used for the above mentioned purposes set forth in Article 8.4 and unless such use is not identified in the Special Notes in the Order Form, neither Yokogawa nor its service providers nor its supplier assumes liability for any claim or damage arising from the said use and Customer shall indemnify and hold Yokogawa, its service providers and/or suppliers, their affiliates, subcontractors, officers, directors, employees and agents harmless from any liability or damage whatsoever, including any court costs and attorney's fees, arising out of or related to the said use.

Article 9 (Customer Data and Privacy)

9.1 The Customer shall own all rights, titles and interests in and to all Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of Customer Data.

9.2 Yokogawa shall maintain administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer Data to the extent described in the Service Level Objective.

9.3 Yokogawa may access, use, change Customer Data to provide the Service to Customer including purposes compatible with providing the Service.

9.4 Yokogawa shall process personal data associated with this Service according to Exhibit 1.

Article 10 (Disclaimer)

10.1 EXCEPT TO THE EXTENT THAT LIABILITY MAY NOT LAWFULLY BE EXCLUDED OR

LIMITED BY THIS AGREEMENT, YOKOGAWA, YOKOGAWA AFFILIATES AND THEIR SERVICE PROVIDERS AND/OR SUPPLIERS SHALL NOT BE LIABLE TO ANY PERSON OR LEGAL ENTITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF MATERIALS OR PRODUCTS, LOSS OF PRODUCTION, LOSS OF CONTRACTS, LOSS OR DESTRUCTION OF DATA, LOSS OF AVAILABILITY AND THE LIKE, ARISING OUT OF OR IN RELATION TO THE SERVICE OR THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER BASED IN WARRANTY (EXPRESS OR IMPLIED), CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE GROUNDS. IN NO EVENT YOKOGAWA AND YOKOGAWA AFFILIATES' AGGREGATE LIABILITY FOR ANY CAUSE OF ACTION WHATSOEVER SHALL EXCEED THE AMOUNT THAT YOKOGAWA HAS RECEIVED FOR THE SERVICE UNDER THE ORDER FORM DIRECTLY OR INDIRECTLY FROM CUSTOMER IN THE MOST RECENT TWELVE (12) MONTHS FROM THE DATE OF OCCURRENCE OF THE CAUSE FOR THE DAMAGE. FOR AVOIDANCE OF DOUBT, THE AMOUNT DOES NOT INCLUDE ANY AMOUNT THAT MAY BE RECEIVED FROM CUSTOMER FOR ANY SERVICE OTHER THAN THE SERVICE AND PLATFORM PROVIDED BY YOKOGAWA UNDER THIS AGREEMENT, SUCH AS MAINTENANCE SUPPORT, ENGINEERING WORK AND/OR ANY OTHER WORK PERFORMED BY YOKOGAWA AFFILIATES, OR THEIR SUBCONTRACTORS.

Article 11 (Confidentiality)

11.1 The information provided by either Party ("Discloser") to the other Party ("Recipient") in relation to this Agreement and designated as confidential or proprietary at the time of disclosure ("Confidential Information") shall be kept in confidence and may be used only for the purpose of this Agreement or other services by Yokogawa for Customer ("Purpose"). The Customer's Confidential Information includes the Customer Data; Yokogawa's Confidential Information includes the Service; and Confidential Information of each Party includes their terms and conditions of this Agreement. Recipient shall not disclose or leak the Discloser's Confidential Information to any third party without prior written consent of the Discloser. Customer shall treat the technologies, algorithms, knowledge and processes included in or relating to the Service and any document provided by Yokogawa or through its sales representative or distributor as Yokogawa's Confidential Information, regardless of confidentiality marking, and shall not use them for any purpose other than using the Service. Customer shall cause the Authorized Users to be aware of and abide by the obligations set forth herein. Notwithstanding the foregoing, Yokogawa may disclose or provide Customer's Confidential Information to other Yokogawa affiliates, its sales representative or distributor and their subcontractors for the Purpose, provided that they shall be bound by the same secrecy obligations set forth in this Article.

11.2 Notwithstanding anything to the contrary contained in this Agreement, Customer grants Yokogawa, other Yokogawa group companies and their subcontractors, a worldwide, royalty-free, non-exclusive, perpetual and irrevocable license to use, copy, modify, process, analyze and otherwise exploit the data collected by Yokogawa during the course of the Service for the purpose of providing, improving or developing Yokogawa's or other Yokogawa affiliates' products and services, provided that (i) Customer Data shall be used anonymously and (ii) Customer Data shall not be disclosed to any third party unless in the manner that the Customer Data cannot be retrieved from statistical data.

11.3 Confidential Information does not include information which Recipient can show by written evidence: (i) is already known to Recipient or is publicly available at the time of disclosure; (ii) is legally disclosed to Recipient by a third party without an obligation of confidentiality; (iii) becomes publicly available after disclosure without any fault of Recipient; or (iv) is independently developed by Recipient without reliance or reference to Confidential Information of Discloser. If disclosure is required under applicable laws by the court or governmental order, Recipient may disclose Confidential Information only to the extent legally required. Recipient shall provide prompt notice to Discloser so that Discloser may obtain a protective order or other appropriate remedy to contest or limit the scope of such required disclosure.

11.4 When Yokogawa or Customer discloses the Confidential Information to a third party after obtaining prior written approval from the other Party, Yokogawa or Customer shall assure that the third party shall be bound by the same confidentiality obligation set forth herein. Provided, however, that Yokogawa shall not be liable for any breach of such obligations attributable to such third party.

11.5 In the event of any breach of this Article 11, Yokogawa or Customer shall promptly notify the other Party of such breach and shall take appropriate measures together with the other Party.

11.6 The obligations under this Article shall survive expiration or termination of this Agreement for a period of three (3) years from the date of the expiration or termination of this Agreement.

Article 12 (Infringement of the Intellectual Property Rights)

12.1 If Customer is warned or receives a claim by a third party that the Service in its original form infringes any third party's patent, trade mark, copyright or other intellectual property rights ("Claim") in the Licensed Country and if the infringement is solely attributable to Yokogawa, Yokogawa will defend Customer from the Claim at Yokogawa's expense and indemnify Customer from the damages finally granted by the court or otherwise settled by Yokogawa out of court. The foregoing obligation and indemnity of Yokogawa shall be subject to i) Customer promptly notifying Yokogawa of the Claim in writing upon receipt, ii) Customer granting to Yokogawa and its designees the full authority to control the defense and settlement of such Claim and iii) Customer giving every and all necessary information and assistance to Yokogawa upon Yokogawa's request.

12.2 If Yokogawa believes that a Claim may be made or threatened, Yokogawa may, at its option and its expense, either a) procure for Customer the right to continue using the Service, b) replace the Service with other software as a service to prevent infringement, c) modify the Service, in whole or in part, so that it becomes non-infringing, or d) if Yokogawa believes that a) through c) are not practicable, refund the value of the Service to Customer corresponding to the unconsumed contract months paid for the Service directly or indirectly by Customer and this Agreement may be terminated.

12.3 Notwithstanding the foregoing, Yokogawa shall have no obligation nor liability for, and Customer shall defend and indemnify Yokogawa, its service providers and/or suppliers, their affiliates, subcontractors, officers, directors, employees and agents harmless from, the Claim, if the infringement is arising from a) modification of the Service made by a person other than Yokogawa, b) combination of the Service with hardware or software not furnished by Yokogawa, c) design or instruction provided by or on behalf of Customer, d) not complying with Yokogawa's suggestion, or e) any other causes not attributable to Yokogawa.

12.4 This Article states the entire liability of Yokogawa and its sales representative or distributor and the sole remedy of Customer with respect to any claim of infringement of third party's intellectual property rights in relation to this Agreement. Further, notwithstanding anything to the contrary stated herein, with respect to the claims arising from or related to third party programs, platforms or OSS, the special terms and conditions separately provided for such third party programs, platforms or OSS, if any, shall prevail.

12.5 If Yokogawa is warned or receives a claim by a third party that the Customer Data infringes any third party's patent, trade mark, copyright or other intellectual property rights ("Claim") in the Licensed Country and if the infringement is solely attributable to Customer, Customer will defend Yokogawa from the Claim at Customer's expense and indemnify Yokogawa from the damages finally granted by the court or otherwise settled by Yokogawa out of court. The foregoing obligation and indemnity of Customer shall be subject to i) Yokogawa promptly notifying Customer of the Claim in writing upon receipt, ii) Yokogawa granting to Customer and its designees the full authority to control the defense and settlement of such Claim and iii) Yokogawa giving every and all necessary information and assistance to Customer upon Customer's request.

Article 13 (Termination)

13.1 Either party may terminate this Agreement for cause upon 30 days' advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30-day notice period.

13.2 Yokogawa may immediately terminate this Agreement without giving any notice or warning to Customer if the Customer falls under any of the followings:

(a) If Customer fails to perform any obligation under this Agreement or the Order Form and does not cure such failure within ten (10) calendar days following written notice by Yokogawa;

(b) If Customer becomes insolvent, or is generally unable to pay or fails to pay its debts as they become due;

(c) If Customer's encumbrance holder takes possession of, sells or otherwise initiates enforcement of lien, or a trustee, receiver or custodian for a substantial part of Customer's property or business is appointed or an order in relation to such appointment is made;

(d) If Customer enters or becomes subject to corporate rehabilitation procedures, liquidation,

dissolution, or bankruptcy proceedings, civil rehabilitation proceedings or other insolvency proceedings, makes composition with its creditors, seeks injunctive or other appropriate relief under similar laws for debtor's relief;

(e) If Customer merges with, acquires, or its assets or voting shares is acquired by, Yokogawa or Yokogawa affiliates' competitor or competing business;

(f) If Customer performs an act which may impair Yokogawa's reputation or undermine mutual trust with Yokogawa and fails to cure such act in good faith;

(g) If it is found that Customer intentionally misled or notified Yokogawa or its sales representative or distributor of incorrect information; Yokogawa may discontinue the Service and terminate this Agreement upon thirty (30) days prior notice.

13.3 If the Service is suspended or unavailable due to any of the circumstances set forth in Article 8.2 for sixty (60) days or more in aggregate, Yokogawa may terminate this Agreement by giving a notice to Customer.

13.4 Except for the termination due to the causes under Article 13.1 (where Yokogawa is the breaching party) or Article 13.3, Yokogawa shall not refund, or provide credit, or other compensation to Customer regardless of the termination and Customer shall pay remaining amount of payment for the Subscription period. In case of termination due to Articles 13.1 (where Yokogawa is the breaching party) and 13.3, Yokogawa shall refund the value of the Service to Customer corresponding to the terminated and unconsumed contract months for which its sales representative or distributor has been paid, as the sole and exclusive remedy for such termination.

13.5 Even after the Effective Date of the Order Form, should there be any substantial change in circumstances or environment of use which was not foreseen at such Effective Date and, in Yokogawa's reasonable opinion, it is inappropriate for Customer to continue using the Service, Yokogawa may suspend or withhold the Service provided hereunder without refund, liability or other compensation. In such case, no refund shall be applicable and, even if resumed, the suspension period shall not be subject to extension.

Article 14 (Effects of Termination)

14.1 When this Agreement is terminated or expires, Customer will lose all rights under this Agreement and shall cease all use of and access to the Service.

14.2 Upon written request of the Customer within ninety (90) days after the termination or expiration of this Agreement for Cloud Services, Yokogawa shall make necessary arrangements to allow Customer Data to be exported or downloaded. After ninety (90) days has passed since the termination or expiration of the term of this Agreement, Yokogawa shall not be obligated to maintain or provide Customer Data relevant to the Service, and, unless prohibited by law, Yokogawa may delete or destroy all copies of such Customer Data in Yokogawa's possession.

14.3 The provisions in Article 7 (Intellectual Property Rights), Article 8.1 (Provisions of Service), Article 9 (Customer Data), Article 10 (Disclaimer), Article 11 (Confidentiality), Article 12 (Infringement of the Intellectual Property Rights), Article 15 (Remedies), Article 16 (General Provisions), Article 17 (Governing Law and Dispute Resolution), and this Article will survive expiration or termination of this Agreement.

Article 15 (Remedies)

Customer agrees that any breach hereof may cause Yokogawa substantial and irreparable harm and therefore, in the event of any such breach or threatened breach, in addition to other remedies which may be available, Yokogawa shall be entitled to seek specific performance and other injunctive relief.

Article 16 (General Provisions)

16.1 (Export Compliance) The Service may be subject to local and extraterritorial export control laws and regulations. If such laws and regulations are applicable, the Customer shall comply with such laws and regulations governing use, export, re-export, and transfer of the Service and will obtain all required local and extraterritorial authorizations, permits or licenses.

16.2 (Entire Agreement) This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the subject matter hereof and thereof. Each Party acknowledges that, in entering into this Agreement, it does

not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

16.3 (No Assignment; Successors and Assigns) Neither Party may assign or grant a security interest in any of its rights or delegate any of its obligations under this Agreement to a third party without the prior written consent of the other Party. Any purported assignment grant of security interest or delegation made in violation of this provision shall be null and void. Notwithstanding the foregoing, either Party may assign all of its rights and delegate all of its obligations under this Agreement without the consent of the other Party in the case of a merger or the sale of substantially all of the assets or stock of the assigning Party; provided that the assignee assumes all of the assigning Party's obligations under this Agreement. No partial assignment or delegation shall be allowed in such a case. Subject to the restrictions on assignment contained herein, this Agreement shall inure to the benefit and be binding upon the Parties and their respective successors and assigns.

16.4 (Relationship of the Parties) The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

16.5 (Third-Party Beneficiaries) Except as specifically set forth herein, there are no other third-party beneficiaries under this Agreement.

16.6 (Waiver) No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right.

16.7 (Severability) If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect. Such null and void provision shall be modified by the Parties as appropriate to carry out as much of the intent of the Parties as possible, while being in compliance with applicable laws and regulations.

Article 17 (Governing Law and Dispute Resolution)

This Agreement shall be governed by and construed in accordance with the laws of Japan. If you are a Japanese resident or entity, all disputes, controversies or differences which may arise between the parties hereto, out of, in relation to or in connection with this Agreement ("Dispute") shall be brought exclusively in the Tokyo District Court (The Main Court) in Japan. If you are not a Japanese resident or entity, any Dispute shall be finally settled by arbitration in Tokyo, Japan in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association. All proceedings in arbitration shall be conducted in the English language, unless otherwise agreed. The award of arbitration shall be final and binding upon both parties, however, each party may make an application to any court having jurisdiction for judgment to be entered on the award and/or for enforcement of the award.

Specific License Terms for Cloud Equipment/Quality Predictive Detection Tool

1. Rights generated by the Customer Data etc.

Customer shall retain all rights, title and interest in Predictive Detection Model and Profile Trend generated by Customer Data through the Service, provided, however, that Customer shall only use the Predictive Detection Model and Profile Trend downloadable using the Service only for internal non commercial use in conjunction with SMARTDAC+ and subject to the Terms and Conditions of SMARTDAC+ and this Specific License Terms. Such Predictive Detection Model and Profile Trend is generated through Customer Data and includes functions such that would display Profile Trend and Health Score against the measured data in the SMARTDAC+.

2. Restrictions on the Predictive Detection Model, Profile Trend and Health Score

Predictive Detection Model and Profile Trend are dependent of the Customer Data used through the Service, so if there are changes in the system from when the Customer Data provided during the Service and when the Predictive Detection Model and Profile Trend are used in SMARTDAC+, the Predictive Detection Model and Profile Trend shall be created again using the Service. Due to the nature of the Predictive Detection Model, Profile Alarm and Health Score may not be accurate, and even though the measured data has no failure the Profile Alarm or Health Score may consider it as a failure and vice versa.

3. Standard Service

This Agreement shall not restrict Yokogawa and its Affiliates from providing same or similar service to third parties or to independently develop, use, sell, license other related products or services.

4. Prohibited Use

Customer shall only use this Service for generating the Profile Trend or Predictive Detection Model, and shall not use this Service for data storage purpose.

Customer shall not include any personal data using the functions which can be set freely strings mounted on SMARTDAC+.

Customer shall not use the Predictive Detection Model and Profile Trend in the SMARTDAC+ that was generated by Customer Data in a different system.

One license can be used only by one specified Authorized User and shall not be shared by multiple users at any time. Customer shall not allow any other person than the one specified Authorized User to use this Service at any time.

5. Documents described in the Service Agreement (Article1.1)

For this service, the "Attachment 2 Terms and Conditions of Third Party Software and Platform" does not exist.
Also, "Other Documents: Instruction Manual" is provided in the form of an online manual.

Data Processing Addendum

This Data Processing Addendum (“DPA”) forms agreement between Customer and Yokogawa, collectively the “**Parties**” and individually a “**Party**”, for the purchase of services from Yokogawa (“**Services**”) to reflect the parties’ agreement with regard to the Processing of Personal Data.

By signing the Order Form, Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws, in the name and on behalf of its Authorized Affiliates, if and to the extent Yokogawa as Processor processes Personal Data for which such Authorized Affiliates qualify as the “Controller”. For the purposes of this DPA only, and except where indicated otherwise, the term “Customer” shall include Customer and Authorized Affiliates. In the course of providing the Services to Customer pursuant to the Service Agreement, Yokogawa as the “Processor” may process Personal Data on behalf of Customer and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

Therefore, the Parties enter into DPA and agree as follows:

1 Definitions

- 1.1 “**EU Data Protection Legislation**” means any applicable law of the European Union or any of its Member States protecting Personal Data, including (i) until 24 May 2018, the Data Protection Directive (95/46/EC) and the relevant implementing national laws and (ii) as of 25 May 2018, the GDPR;
- 1.2 “**GDPR**” means Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;
- 1.3 “**Personal Data**” means any information related to an identified or identifiable natural person (a “**data subject**”), as provided by Controller to Processor under DPA;
- 1.4 “**Subprocessor**” means Yokogawa Electric Corporation and its affiliates (Yokogawa Group) other than Yokogawa, and third parties engaged by Yokogawa or Yokogawa Group to process Personal Data;
- 1.5 “**EEA**” means the European Economic Area;
- 1.6 “**Service Agreement**” means the Service Agreement, which determines the terms and conditions for providing Services to Customer.

2 Interpretation

2.1 In DPA:

- 2.1.1 references to DPA shall include any Schedules and Appendices to it;
- 2.1.2 references to a statute or statutory provision include:
 - (i) that statute or statutory provision as from time to time modified or consolidated whether before or after the date of DPA; and
 - (ii) any subordinate legislation made from time to time under that statute or statutory provision which is in force at the date of DPA;
- 2.1.3 the words “**include**” or “**including**” are to be construed without limitation to the generality of the preceding words;

- 2.1.4 references to a person include any company, partnership or unincorporated association (whether or not having separate legal personality).

3 Warranty

Controller represents and warrants that it has complied, and undertakes to continue to comply, with the requirements of the Data Protection Laws. In particular, Controller represents and warrants that the Personal Data to be processed by Processor has been collected and processed in compliance with the Data Protection Laws and that Controller has taken all steps and carried out all formalities (including informing and, where necessary, obtaining consent from all concerned data subjects) required under the EU Data Protection Legislation if it applies.

4 Scope of processing

Processor shall process the Personal Data solely on behalf of Controller in the framework of the Service Agreement as set out in Schedule 1 and for the duration of the Service Agreement. Nevertheless, Processor shall retain the Personal Data for 90 days after termination of the Service Agreement to allow Controller to access Customer Data for backup purpose if requested, and to confirm the Service Agreement terminated so that the deletion of Customer Data and Personal Data can be processed. Processor will not process the Personal Data for any other purposes, unless applicable law requires storage of Personal Data.

5 Obligations of Processor

Processor shall, when acting as processor (as defined by the EU Data Protection Legislation for Personal Data if subject to such Legislation) for Controller, as controller:

- 5.1** process or transfer the Personal Data on documented instructions of Controller, unless Processor is required to otherwise process or transfer the Personal Data under the applicable laws. If the law of European Union or one of its Member States applies and where such a requirement is placed on Processor, Processor shall provide prior notice to Controller, unless the law prohibits such notice on important grounds of public interest;
- 5.2** ensure that the persons acting under its authority who have access to the Personal Data (i) commit to confidentiality or are under an appropriate statutory obligation of confidentiality and (ii) do not process or transfer the Personal Data except on instructions from Controller (as they may come via Processor, as the case may be), unless required to otherwise process or transfer the Personal Data under the laws. If the law of European Union or one of its Member States applies, the laws shall be limited to laws of the European Union or one of its Member States;
- 5.3** implement appropriate technical and organizational measures to ensure a level of security appropriate to the risks that are presented by the processing of the Personal Data, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data transmitted, stored or otherwise processed, such technical and organizational measures implemented by Processor being described in more detail in Exhibit 2 of Service Agreement;
- 5.4** not engage another processor except under the conditions set out in Clause 7;
- 5.5** at the request of Controller, provide reasonable assistance to Controller to respond to requests from data subjects who are exercising their rights under the EU Data Protection Legislation or other applicable Data Protection Laws, and if Processor receives a request from Controller's Data Subject to exercise one or more of its rights under the GDPR or other Data Protection Laws, Yokogawa will redirect the Data Subject to make its request directly to Controller;

- 5.6** at the request of Controller and subject to reasonable fees, provide reasonable assistance to Controller to allow it, in accordance with its own obligations under the EU Data Protection Legislation, to (i) implement technical and organizational security measures to ensure the security of the processing, (ii) where applicable, notify any Personal Data related breaches to the supervisory authority and communicate such Personal Data breach to the data subjects (as further described in Clause 6) and (iii) conduct privacy impact assessments including, where applicable, the consultation of the supervisory authority;
- 5.7** upon termination of DPA and at the choice of Controller, either (i) delete or (ii) return to Controller all the Personal Data and delete existing copies, it being understood that in both cases Processor may retain a copy of such Personal Data to the extent it is required to store the Personal Data under the laws of the European Union or one of its Member States. Upon Controller's request, Processor shall certify in writing that it has complied with Controller's instructions under this Clause 5.7;
- 5.8** if the law of European Union or one of its Member States applies, at the request of Controller and subject to reasonable fees, provide all information necessary to demonstrate compliance with the obligations laid down in this Clause 5 and allow for and contribute to audits, including inspections, conducted by Controller or another auditor mandated by it; and
- 5.9** inform Controller if, in its opinion, an instruction received from Controller infringes the EU Data Protection Legislation or other applicable Data Protection Laws.

6 Data breach notification

- 6.1** Processor shall notify Controller as promptly as possible after becoming aware of a security breach affecting any Personal Data.
- 6.2** Such notification by the Processor shall take place in written or electronic form and contain at least the following (i) a description of the nature of the breach, including where possible the categories and approximate number of data subjects concerned and the categories and approximate number of Personal Data records concerned, (ii) the name and contact details of the data protection officer or another contact point where more information can be obtained, (iii) a description of the likely consequences of the breach and (iv) a description of the measures taken or proposed to be taken to address the breach including, where appropriate, measures to mitigate its possible adverse effects.

7 Subprocessing

Controller agrees that Yokogawa or Yokogawa Group may use Subprocessors to fulfil its contractual obligation under the Service Agreement. Yokogawa lists Subprocessors that are currently authorized by Yokogawa to process Personal Data at <https://yokogawa.blob.core.windows.net/legal/Yokogawa-Cloud-Sub-Processors.pdf> (such URL may be updated by Yokogawa from time to time). At least 30 days before Yokogawa authorizes and permits any new Subprocessor, Yokogawa will update the applicable website. Where EU Data Protection Legislation applies, Controller may object to new Subprocessor within 30 days from update by a written notice that includes an explanation of the grounds for objection, and the Parties will come together in good faith to discuss a resolution. If Controller has a legitimate reason to object, Controller is entitled to terminate the Service Agreement without penalty. Where Processor engages Subprocessor under this Clause 7, Processor shall ensure that the obligations set out in DPA are imposed on that Subprocessor by way of a written contract.

8 International Transfer

As for Subprocessors located in a country outside of EEA that does not ensure an adequate level of protection as determined by the European Commission, Processor shall execute Standard

Contractual Clauses with such Subprocessors on behalf of Controller, which hereby delegates to Processor the power to execute such Standard Contractual Clauses with such Subprocessors.

9 General Provisions

Nothing in this DPA or Service Agreement will be construed to prevail over any conflicting clause of the Transfer Agreement DC-DP. Should individual Clauses of DPA be held invalid, the validity of the other Clauses of DPA shall remain unaffected. The Parties shall replace the invalid Clause by a clause that comes closest to the intent of the Parties.

Inquires and requests regarding DPA may be reached at compliance@apps.yokogawa.com.

SCHEDULE 1 : SCOPE OF PROCESSING

Controller hereby instructs Processor to:

1 collect, access or process the following **types of Personal Data**:

Categories of data

Name

Email

Position

Employer

Contact Information (company, email, phone, physical business address)

Branch Name

Plant Name

Authorization data, usage data and access log data

Special categories of data (if appropriate)

None

2 about the following categories of **data subjects**:

Data subjects

Controller's employees and representatives

Authorized Users under the Service Agreement

3 for the **purposes** set out below:

Processing operations

The purpose of processing of the Personal Data by the data importer is the performance of the Services under the Service Agreement.

Exhibit 2

Service Level Objective

This Service Level Objective (“SLO”) is a policy governing the use of Yokogawa Cloud Service and applies separately to each account using Cloud Services.

1. Definitions

“**Availability**” means the amount of time the Cloud Service are accessible to authorized Users but excludes any Scheduled Downtime.

“**Unscheduled Downtime**” means the period in which Cloud Service are unavailable (measured in hours) due to the failure of Yokogawa to provide Cloud Service for such period, excluding Scheduled Downtime, including equipment malfunctions, emergency maintenance procedures and repairs. Unscheduled Downtime does not include causes beyond the reasonable control of Yokogawa, and not reasonably foreseeable or preventable despite applicable security measures employed by Yokogawa, such as interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures.

“**Scheduled Downtime**” means the period in which Cloud Service are unavailable (measured in hours) due to planned downtime for maintenance, systems repair or systems upgrades of Cloud Service.

“**Cloud Service**” means the infrastructure services to use of Service on cloud. Other services such as Edge computing is not included.

2. Service Level Requirements

2.1 Cloud Service Availability

Yokogawa shall use commercially reasonable efforts to make Cloud Service accessible and operational twenty-four (24) hours a day, seven (7) days a week throughout the Subscription Term.

Yokogawa shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Cloud Service during periods of Scheduled Downtime and Unscheduled Downtime.

2.2 Scheduled Downtime

Yokogawa shall use commercially reasonable efforts to schedule Scheduled Downtime for routine maintenance, systems repair and systems upgrades.

2.3 Exclusions

Yokogawa is not responsible for, failure to meet Service Level requirements if such failure results from:

(i) factors outside our reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to our data centers, including at Customer site or between Customer site and Yokogawa data center);

(ii) failure or deficient performance of power, equipment, services, or systems not provided by Yokogawa, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;

(iii) service interruptions, deficiencies, degradations or delays during periods in which authorized Users are unable to access the internet;

(iii) misconduct or delays caused by Customer;

(iv) that result from failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or use of the Cloud Service in a manner inconsistent with the features and functionality of the Cloud Service (for example, attempts to perform operations that are not supported) or inconsistent with General Specifications, Instruction Manuals or any other documents provided by Yokogawa;

- (v) that result from faulty input, instructions, or arguments (for example, requests to access files that do not exist); or
- (vi) that result from Customer attempts to perform operations that exceed the scope of license or that resulted from Yokogawa throttling of suspected abusive behavior.

3. Security

3.1 Security Policy

Yokogawa shall commit to support the protection of the security of Customer's information. Yokogawa has implemented and will maintain and follow appropriate technical and organizational measures intended to protect Customer Data against accidental, unauthorized or unlawful access, disclosure, alteration, loss, or destruction described below.

Technical Measures	<ul style="list-style-type: none">• Yokogawa implements security protection to the controlled ports(RDP,SSH).•Yokogawa applies updates to the system to enhance security.•Yokogawa rejects access from unauthorized networks.•Yokogawa encrypts Customer Data that is transmitted.
Organizational Measures	<ul style="list-style-type: none">• Yokogawa personnel with access to Customer Data are subject to confidentiality obligations.•Yokogawa informs its personnel about relevant security procedures and their respective roles.

3.2 Security Incident Notification

When Yokogawa is aware of any unlawful access to any Customer Data stored on Yokogawa's equipment or in Yokogawa's facilities, or unauthorized access to such equipment or facilities resulting in loss, disclosure, or alteration of Customer Data, Yokogawa shall promptly notify Customer of the security incident; investigate the security incident and provide Customer with detailed information about the security incident; and take reasonable steps to mitigate the effects and to minimize any damage resulting from the security incident.