

## Product Supplement for On Demand SCADA

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## Introduction

On Demand SCADA is a multi-tenant SaaS software used to streamline oil and gas production workflows by remotely monitoring equipment and flow rates, automating field data capture, and alerting via configurable alarms. On Demand SCADA is a monitoring software that consists of the Standard Functionality and related optional Add-Ons as described below.

## Software License Options and Metrics

This document defines the Standard Functionality and Add-Ons together with applicable license metrics that are available for Customer's access under mutually agreed On Demand SCADA SaaS Subscription Order(s). Such Order(s) shall specify the selected Add-On(s) and authorized license metric quantity.

Vendor may update or revise this Product Supplement from time to time. Updates will be made available within this document including the date of change as well as the changes made. New versions will enter into force immediately, except for any ongoing annual or committed Subscription Term, for which the previous version will apply until the end of such ongoing term, subject to the terms of the Agreement and Order. Customer should review the Product Supplement prior to using the Software to stay informed about the applicable license metrics. Capitalized terms are defined herein, in the Order, or the Agreement for the purchase of the Subscription(s).

## Metric Definitions

- **Active Sites:** A Site is defined to include but not completely limited to the following:
  - A wellhead or injection site
    - One measurement point per product per site (gas, oil, water)
  - Informational meter location (check meter, sales meter)
    - One measurement point per product per site (gas, oil, water)
  - Individual specialty equipment (i.e. compressors, fuel meters, etc.)
    - One measurement point per product per site (gas, oil, water)
  - Liquid Collections Point (i.e. tank Batteries for multiple wellheads)
    - Up to twenty tanks per site
- Activating sites enable the object to be available for polling and reporting across the entire system. Inactivation of a device disables all reporting and polling functions from the system.

## Description of On Demand SCADA Standard Functionality & Add-Ons

### On Demand SCADA Standard Functionality

The On Demand SCADA Standard Functionality includes the following:

- **Real-Time Device Monitoring:** Functionality to monitor wells, tanks, and other equipment data on a scheduled poll interval.
- **Real Time Poll:** Functionality to manually poll a device at any time.
- **Alarming:** Functionality to send out alert texts, emails, and calls to configurable contacts.
- **Analytics Dashboards:** Functionality for out-of-the box dashboards to review and trend information to help you visualize your data and identify issues.
- **Scheduled Reporting:** Functionality to set any standard report to automatically send to individuals, distribution groups for your company and partners.
- **Device Management:** Functionality to configure and update communication information.

### General On Demand SCADA Licensing Terms

The On Demand SCADA Software is licensed separately for the Standard Functionality and each Add-On according to the licensing scheme described in the Agreement and the Order (including this Product Supplement). Unless otherwise stated, a pre-requisite for licensing and implementing Add-Ons is that the On Demand SCADA Standard Functionality is licensed and properly installed.

Subject to the terms of the Order, an On Demand SCADA Software Subscription entitles Customer to receive access to the Standard Functionality and selected On Demand SCADA Add-On(s) identified in the Order for the term of the Order in connection with and for the benefit of the Licensed Operation(s) operated by Customer as defined in the Order. The Standard Functionality and Add-Ons are licensed under a scheme where the Active Devices of the Customer's Licensed Operation(s) are used to determine the annual Subscription Fee.

The Standard Functionality, selected Add-On(s), Licensed Operation, and the applicable initial Active Devices are identified in the Order together with any special terms agreed between the Parties.

#### *Changes to Active Devices*

**Renewal Terms:** Prior to each renewal term, Vendor will review Customer's actual Active Devices in the Software for the previous twelve (12) calendar months ("Actual Active Devices") to determine the Fees for the next renewal term. If Customer's Actual Active Devices on each day in such period are less than the licensed Active Devices, the applicable annual price adjustment (in accordance with the terms of the Agreement and Order) will be applied for the renewal term. If Customer's Actual Active Devices on any day exceeds the licensed Active Devices, the applicable Fees for the renewal term shall be calculated based on the Actual Active Devices using the Vendor's then-current pricing formula.

**Exceeding Licensed Active Devices:** The Licensed Materials may be used to manage no more than the Active Devices level specified in the Order. Customer will be charged for additional Active Devices that exceeds the licensed quantity, at Vendor's then-current pricing in effect at the time the additional Active Devices are added.

**Increasing Active Devices During a Subscription Term:** Customer may increase the licensed Active Devices during an ongoing Subscription Term upon request and subject to (i) payment of an increase in Subscription Fees, calculated at Vendor's then-current rates at the time of the increase and (ii) execution of an amendment to the Order and/or new Order confirming the increased Active Devices level and agreed Fees. When increasing the licensed Active Devices level during an ongoing Subscription Term, additional Subscription Fees will apply as of the date set forth in the applicable amendment to the Order and remain in effect through the remainder of the ongoing Subscription Term and will be invoiced in full the month after setting the higher Active Devices level. Thereafter, the applicable Subscription Fee(s) will be invoiced annually with the other Subscription Fees.

**No Decreases to Active Devices During a Subscription Term:** Customer may not decrease the licensed Active Devices during any ongoing Subscription Term.

**Delivery of the Software:** The Software Subscription(s) will be delivered to the Customer on or before the License start date specified in the Order. Delivery shall be deemed to occur upon the Software being made available to the Customer, including but not limited to the physical delivery of media, provision of a download link, provision of login credentials, the issuance of license keys or any other means by which the Software is made available to the Customer. If access to the Software includes access to Module(s) or Add-On(s) of the product suite for which Customer has not procured a Subscription, Customer is not entitled to extend the use of the Software to such additional Module(s) or Add-On(s) without procurement of additional Subscription(s). Any hardware and software needed for the Customer to access the Software shall be at the Customer's responsibility to acquire, install, and maintain.

An Order for the relevant Software Subscription must be in place before starting any design, configuration, and/or implementation activities in the Software.

## Change Log

Date of Change	Details of changes
November 21, 2023	Initial Release
December 21, 2023	Product Management Reviewed
October 24, 2024	Software Delivery Update