# Software License Details / End User License Agreement – Omega 5000

This Agreement is made on the date set out in Part 1 - FRAMEWORK – Efective Date and Duration hereto:-

**BETWEEN**

DIAMOND KEY INTERNATIONAL PTY LTD (ACN 082 814 168)
110 Henderson Road
Rowville, Victoria 3178, Australia

of the one part ("the Licensor")

**AND**

Companies given in Appendix 1-I Non Exhaustive List of Permitted Buyers (Part 1 Article 3.4) being the licensee of the items stated in Appendix 2B-I – Range of Goods, Services, Specifications, Technical Information  Omega 5000 of the other part ("the Licensee")

WHEREAS:

A.      The Licensor has developed and/or is the owner of the intellectual property for the creation of Software full details of which are set-out in Appendix 2B-I – Range of Goods, Services, Specifications, Technical Information – Omega 5000  ("the Software").

B.      The Licensee wishes to use the Software.

C.      The parties hereto have agreed upon the terms and conditions upon which the Licensee shall be entitled to use the Software which are set-out in this Agreement.

NOW    THIS   AGREEMENT   WITNESSES   that   the   parties   hereto   have   agreed   that:-

## 1. DEFINITIONS

The following definitions shall apply to this Agreement:

"Activation Key" means an electronic key provided by the Licensor to the Licensee for enabling the functionality of the Software for the duration of the Initial Term or any renewal Period.

"Agreement" means this agreement and includes the schedules and schedules and annexures to the Agreement.

"Additional Charge" means a charge in accordance with the Licensor's standard rates in effect from time to time.

"Agreement" means this Agreement and includes the schedules and annexures to the Agreement.

"Business Day" means Mondays to Fridays excluding government gazetted public holidays in the State of Victoria, and in the country in which the Goods are supplied to under Purchase Contracts issued pursuant to Framework Agreement DKI/DS13949 between Company and Contractor.;

"Confidential Information" means the confidential information of a Party which relates to the subject matter of this Agreement and includes information relating to:

(a) the design, specification and content of the Software;

(b) the personnel, policies or business strategies of the Licensor;

(c) the terms upon which the Software is being supplied and installed pursuant to this Agreement;

"Designated Equipment" means the computer equipment, designated in Appendix 2B-I – Range of Goods, Services, Specifications, technical Informatio– Omega 5000 upon which the Software may be used;

"Documentation" means operating manuals and other printed materials referred to in Schedule 1 including users' manuals, programming manuals, modification manuals, flow charts, drawings and software listings which are designed to assist or supplement the understanding or application of the Software;

"Framework Agreement" means Arrangement DKI/DS13949 between Company and Contractor.

"Intellectual Property Rights" means copyright, trade mark, design, patent semiconductor or circuit layout rights;

"Licensee" includes:

(i) When an individual, the Licensees legal personal representatives.

(ii) When several individuals, the licensees jointly and their respective legal personal representatives.

(iii) When a company or corporation, its successors and assigns.

"Licensee Software" means computer code, modules, programs, data files or rules, including related documentation, owned by or licensed to Licensee and linked, combined or otherwise operated in connection with Software.

"Licensor" includes:

(i) When an individual, the Licensor's legal personal representatives.

(ii) When several individuals, the Licensors jointly and their respective legal personal representatives.

(iii)    When a company or corporation, its successors and assigns.

"Major Release" means a Major Release, as defined in the SPRN

"Party" means either the Licensor or the Licensee as the context dictates.

"Software" shall also include in addition to those items referred to in Appendix 2B-I – Range of Goods, Services, Specifications, Technical Information - Omega 5000 all upgrades, modified versions or updates of the Software licensed.

"SPRN" means the Licensor document 'Software Products Release Numbering' (doc id/DOC-DSS-000016-01) and any amendments to or updates of this document made by Contractor from time to time. A copy of the current SPRN is available from DKI on request.

"Update" means any Patch Release, Minor Release or Intermediate Release as defined in the SPRN. For the avoidance of doubt a Major Release is not an Update. Updates are only in respect of functionality the subject of an Activation Key.

"Version includes all upgrades, modified versions or updates of the Software licensed.

"Vendors" are the vendors (if any) set out in this Agreement

Words expressed in the singular include the plural and vice versa.

Words expressed in one gender include the other genders, as is appropriate in the context.

The reference to "person" includes a corporation.

## 2.    ACKNOWLEDGEMENT

The Licensee acknowledges by installing the Software or by permitting the Software to be installed by a third party it accepts the terms and conditions of this Agreement.

## 3.    DELIVERY AND INSTALLATION

3.1    The Licensor shall deliver the Software to the Licensee. At the election of the Licensee the Licensor shall install and commission the Software in accordance with the terms of any order for such installation and commissioning services agreed between the parties and issued by the Licensee.

3.2    The Licensee shall give the Licensor such reasonable assistance, including the provision of personnel and facilities, as the Licensor reasonably considers necessary to ensure satisfactory installation of the Software. The Licensee shall ensure the Licensor is granted all reasonable access, including necessary security clearances, for the purposes of complying with sub-clause 3.1

## 4.     SOFTWARE LICENCE

4.1    The Licensor grants to the Licensee a non-exclusive, non-transferable licence to use the Software.

4.2    The Licensee shall seek written authorisation for Licensor to re-locate or transfer the Software:

4.2.1    Licensee shall request written authorisation at least 30 days in advance from the Licensor.

4.2.2    Licensee shall pay charges associated with Licensor assisting in Software re-location and making operational. (Licensor will provide a commercial quotation for this activity)

4.3    Subject to sub-clauses 4.1 the Licensor will provide an Activation Key to the Licensee. The Activation Key will permit the licensed Software to  function.

## 5 LICENCE CONDITIONS

5.1 The Licensee shall only be permitted by this Agreement to use the Software for the purposes and in accordance with the normal operating procedures specified by the Licensor in writing from time to time and no other.

5.2 The Software may only be used pursuant to this Agreement:

    a.     by the Licensee, and

    b.     at the Site, or

    c.     at alternate Company nominated Site subject to clause 4. Software License.

5.3 Unless specified to the contrary in Appendix 2B-I – Range of Goods, Services, Specifications, Technical Information the Software may not be used on equipment other than Designated Equipment save that at the sole risk of the Licensee.

5.4 For the purpose of using the Software on the Designated Equipment the Licensee may install the Software on a hard disk or other storage device or install and use the Software on a file server for use on a network for the purposes of:

    a. permanent installation onto hard disks or other storage devices, or

    b. use of the Software over such network

5.5 The Licensee shall not copy, alter, modify or reproduce the Software except to the extent otherwise authorized by this Agreement, the Framework Agreement, the Purchase Contracts or any Purchase Order.

5.6 Except to the extent specified to the contrary in this Agreement, the Framework Agreement, the Purchase Contracts or any Purchase Order, the Licensor is under no obligation under this Agreement to provide Updates or Major Releases or enhancements to the Software.

5.7 In addition to any other remedies available to the Licensor under this Agreement or otherwise, any unauthorized use, alteration, modification, reproduction, publication, or disclosure of the Software will entitle the Licensor to any available equitable remedy against the Licensee.

5.8 The level of support services to be provided by the Licensor is set out as per SECTION 2B – COMMERCIL TERMS – Support & Mainteance Services of the Framework Agreement.

5.9 Licensor uses third party software to enable operation of the Software License. Licensee agrees that Licensee Software is subject to third party warranties and if any, Licensee agrees to be bound by and will abide by all such license agreements.

## 6 SOFTWARE ACTIVITATION
The Software requires an Activation Key to function and operate.

6.2 The Licensor will provide an Activation Key to the Licensee in accordance with clauses 3.1 and 4.2 of this Agreement.

6.3 The Licensee must not copy, alter, modify, reproduce or attempt to produce an Activation Key.

6.4 The Activation Key enables use of the Software.

6.5 The Software will be rendered inoperable upon conditions noted in clause 6.3

## 7 DOCUMENTATION

7.1 The Documentation is licensed to the Licensee.

7.2 The Licensor shall provide the Licensee with such number of copies of the Documentation as are specified in The Licensee acknowledges that the Documentation contains sufficient information for the adequate use of the Software, except to the extent the Licensor has notified the Licensee of any omission or deficiency or of any variation which it considers necessary for the proper use of the Software.

## 8 INTELLECTUAL PROPERTY RIGHTS OWNERSHIP

8.1 In relation to the Software:

8.1.1 All intellectual property rights in the Software are owned by the Licensor and its structure, organization and code are the valuable trade secrets of the Licensor;

8.1.2 The Software also is protected by Australian Copyright Law and International Treaty provisions;

8.1.3 There is no transfer of title or ownership to the Licensee of the Software or the Documentation or any modifications, Updates or Major Releases of the Software.

8.1.4 This Agreement does not grant any intellectual property rights in the Software, including but not limited to any printed or other matter (electronically stored or otherwise) whatsoever, howsoever or at all.

8.2 All trademarks and patents of the Licensor are the exclusive property of the Licensor and are protected by Trademark Law and International Treaty provisions. This Agreement gives absolutely no rights to the Licensee to the trademarks and patents of the Licensor.

# 9 RESTRICTIONS

9.1 Copying

9.1.1 Subject to sub-clause 9.1 of this sub-clause, the Licensee shall not copy or reproduce the Software or Documentation by any means or in any form without the Licensor's prior written consent.

9.1.2 The Licensee may make one copy of the Software for the purpose of backup and security. The Licensee shall acknowledge such copy as the property of the Licensor. The terms of this Agreement, with the necessary modifications, apply to the said copy.

9.1.3 The Licensee shall ensure any copy of the Software made pursuant to this Agreement bears notice of the Licensor's ownership of copyright and a notice stipulating that the Software contains information confidential to the Licensor. The Licensee shall comply with any directions of the Licensor as to the form and content of such notices.

9.2 Modifications

9.2.1 The Licensee shall not modify or alter the Software or merge all or any part of the Software with any other software without the Licensor's written permission.

9.2.2 If the Software is modified or altered by the Licensor, or by the Licensee with the permission of the Licensor pursuant to sub-clause 9.2.1 of this sub-clause:

a) the costs associated with the modifications or alterations or the costs arising out of the investigation of the effects of proposed modifications or alterations will be borne solely by the Licensee, and

b) the Licensee will fully indemnify the Licensor against all liability which may be incurred by the Licensor if such modifications or alterations infringe any Intellectual Property Rights of a third person or otherwise cause the Licensor to suffer loss, damages or expense.

9.2.3 The Software remains the property of the Licensor in all respects.

9.2.4 This Agreement shall apply to the Software as modified or altered.

9.2.5 The Licensee shall execute such documents and perform such other acts as are necessary in order to give effect to sub-clause 9.2.3.

9.3 Reverse Engineering

9.3.1 The Licensee shall not reverse assemble or reverse compile or directly or indirectly allow a third party to reverse assemble or reverse compile the whole or any part of the Software.

# 10 LIMITATIONS

## 10.1 Standard and Non-Standard Applications.

Licensor Software is designed for the industrial process control and/or data capture, data transfer and information recording associated with bulk liquids (and in particular bulk hydrocarbon liquids) handling and/or custody transfer in terminal and similar facilities.

This use of the Software constitutes the standard application ("Standard Application") of the Software and any other application shall be deemed non-standard. Licensee will not use Software for non-standard applications without Licensor's prior consent, which will require additional contractual safeguards. If Licensee uses Software in a non-standard application, it will be solely liable for the use and will defend, indemnify and hold Licensor harmless from all loss, damage, expense or liability in connection with that use.

10.2    Deleted

**10.3    Damages. NEITHER PARTY WILL BE LIABLE, REGARDLESS OF THE FORM OF ACTION, FOR LOST REVENUES, PROFITS OR SAVINGS, OR FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES.**

10.4    **Time to Bring Claim. ANY ACTION AGAINST LICENSOR MUST BE BROUGHT WITHIN THE TIME ALLOWED UNDER THE RELEVANT STATUTE OF LIMITATIONS (where such STATUTE OF LIMITIATIONS exist) FOR EACH COUNTRY AND LOCATION TO WHICH THE SOFTWARE HAS BEEN SUPPLIED BY THE LICENSOR. IN CASE OF A COUNTRY WHERE STATUTE OF LIMITIATIONS DOES NOT EXIST THEN ANY ACTION AGAINST LICENSOR MUST BE BROUGHT WITHIN FIVE (5) YEARS AFTER THE CAUSE OF ACTION FIRST ARISES.**

## 11   INFRINGEMENT INDEMNITY

**11.1    Indemnification by Licensor.**

11.1.1    Licensor will defend Licensee against any claims, and indemnify Licensee against any judgments, directly or indirectly resulting from a claimed infringement or violation of copyright, patent or other intellectual property right with respect to the Software. Licensor will have no liability for any such claims or judgments based on (a) if actions of Licensee, its employees or agents causes (by itself or through a third party) the infringement of IP rights above (b) use of a version, modification or adaptation of Software, if the infringement would have been avoided by the use of a then-current unaltered release of Software which was made available to the Licensee, or (c) use of a combination of Software with any computer software or data not included in Software when delivered to Licensee by Licensor save where such combinations and interfaces with any other computer software or data is specifically stated in the Framework Agreement, the Purchase Contract or Purchase Order.

11.1.2    On receiving notice of a claimed infringement, Licensor may do one or a combination of the following:

(a) settle on terms that permit continued use of the Software, or

(b) discontinue distribution of the Software that is the cause of the claim, or

(c) modify the Software to be non-infringing, or

(d) if the foregoing remedies are not reasonably available, grant Licensee a credit for the depreciated value of the relevant portion of Software (based on a 60 month life) and accept its return.

11.1.3    Clauses 11.1.1 and 11.1.2 provide the Licensee's sole and exclusive remedy against Licensor for infringement of patents, copyrights or other intellectual property rights.

11.2    **Indemnification by Licensee.** Licensee will defend Licensor and its Vendors against any claims, and indemnify Licensor and its Vendors against any judgments, directly or indirectly resulting from any claimed infringement or violation of any copyright, patent or other intellectual property right with respect to Software to the extent that Licensee Software or any of the acts described in Clause 10.1.1 is the cause of the claimed infringement or violation.

11.3  **Cooperation by Indemnified Party.**  Notwithstanding the above, an indemnifying party is under no obligation to defend or indemnify another party unless:

    11.3.1  The indemnifying party has been promptly notified of the claim or suit and furnished with a copy of each pleading, communication, notice and other action relating to the claim or suit.

    11.3.2  The indemnified party permits the indemnifying party, at the indemnifying party's expense, to assume sole authority to conduct the trial or settlement of the claim or suit and any negotiations related to it.

    11.3.3  The indemnified party promptly provides information and assistance reasonably requested by the indemnifying party in connection with the claim or suit.

## 12  LICENCE FEE

12.1  The License Fee payable by the Licensee is set out in Appendix 2B-I – Range of Goods, Services, Specifications, Technical Information and Pricing of the Framework Agreement.

12.2  The Licensee shall pay the License Fee at the rate and in the manner described in Appendix 2B-I – Range of Goods, Services, Specifications, Technical Information and Pricing of the Framework Agreement

12.3  If the Licensee disputes the whole or any portion of the amount claimed in an invoice submitted by the Licensor, the Licensee shall pay the portion of the amount stated in the invoice which is not in dispute and shall notify the Licensor in writing (within seven (7) days of receipt of the invoice) of the reasons for disputing the remainder of the invoice.

12.4  The Licence Fees are exclusive of Goods and Services taxes, duties and charges (save for business taxes on Licensor's income and social security) imposed or levied in Australia or in the countries specified in Appendix 1-I Non-Exhaustive List of Permitted Buyers (Part1 Article 3.4)of the Framework Agreement in connection with the Licence. Goods and Services Tax levied in the Locations (as defined in the Framework Agreement) over the Licence and the installation thereof will be borne by the Licencee.

## 13  GOVERNING LAW & JURISDICTION

This Agreement shall be governed by the laws of England excluding its conflict of law provisions.

## 14  ENTIRE AGREEMENT

This is the whole of the Agreement between the parties and supersedes all prior communications and understandings and shall enure to the benefit of and be binding upon the parties and their successors.  This Agreement may only be altered or modified in writing signed by an authorized officer of each of the parties.

## 15  READING DOWN

If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

## 16  PROHIBITED CONDUCT

The parties shall not do any act matter or thing to breach either any term or condition of this Agreement or any laws of any country in which the party is domiciled and which apply to the Software.

## 17  TERMINATION

17.1  If the Licensee fails to make payment to the Licensor of all monies when due and payable pursuant to the terms of the Framework Agreement and/or the Purchase Contract entered pursuant thereto, Licensor may make a demand for the same from the Licensee forthwith. In the event that such amount remains unpaid after 30 days from the date of receipt by the Licensee of a written demand for the same from the Licensor, the issue will be resolved by ARTCLE 22 – DISPUTE RESOLUTION If the Licensee breaches any of the material provisions of this Agreement then the Licensor shall be immediately entitled to execute ARTCLE 22 – DISPUTE RESOLUTION

## 18 COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all said counterparts shall constitute but one and the same agreement, provided that this Agreement shall be of no force and effect until the counterparts are exchanged.

## 19 SERVICE OF NOTICES

19.1 Any notice, document or demand save for the service of legal process ("notice") under this Agreement may be served in accordance with this clause.

19.2 The notice shall be in writing, signed by the party giving it or by that party's solicitor.

19.3 The notice shall be served on the other party or on that party's solicitor

19.4 Particulars for the service of notices are upon the parties addresses as contained herein.

19.5 Either party may advise the other party of an additional or an altered address for the service of notices, in writing from time to time.

19.6 A notice may be served:

19.6.1 By delivering it to the party or to the party's solicitor and leaving it with the party, the solicitor or some other person accepting the notice on behalf of either of them.

19.6.2 By sending it by pre-paid post, correctly addressed, to the party's address.

19.6.3 By transmitting it on a Business day by facsimile to the party's solicitor's facsimile receiving facility.

19.7 Time of service

A notice is considered to have been served:

(a) At the time of delivery.

(b) On the third Business day after the day on which it is posted, the first Business day being the day of posting.

(c) On the Business day on which the notice is received by the recipient's facsimile receiving facility.

## 20 DETERMINATION OF DISPUTES

20.1 The parties agree that subject to Clause 21.5, they must attempt to settle any disputes in relation to this Agreement by negotiation before resorting to alternative dispute resolution as per sub-clauses 20.2, 20.3, and 20.4. Each party must bear its own costs in attempting to settle a dispute under this Clause 20.1.

20.2 If a dispute is not settled by the parties in accordance with Clause 20.1 within one (1) month after the date on which the dispute was notified by one party to the other, then either party may refer the dispute for final and exclusive settlement by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force which rules are deemed to be incorporated by reference into this clause. The arbitration shall be conducted in English by three arbitrators, one appointed by each party and the third appointed by the two arbitrators. Each of the parties hereby agrees that this arbitration agreement shall be irrevocable. The arbitration award shall be final, binding and enforceable by any court having jurisdiction for that purpose.

20.3 Notwithstanding the existence of any dispute, each party must continue to perform its obligations under this Agreement, subject always to its rights of termination under this Agreement.

20.4 A party may commence court proceedings in relation to any dispute arising under this Agreement at any time, where that party seeks urgent interlocutory relief.

## 21 CONFIDENTIALITY

21.1 A Party shall not, without the prior written approval of the other Party disclose the other Party's Confidential Information.

21.2 A Party shall not be in breach of sub-clause 1 of this clause in circumstances where it is legally compelled to disclose the other Party's Confidential Information.

21.3 Each Party shall take all reasonable steps to ensure that its employees and agents, and any sub-contractors engaged for the purposes of this Agreement, do not make public or disclose the other Party's Confidential Information.

21.4 Notwithstanding any other provision of this clause, both parties may disclose the terms of the Agreement (other than Confidential Information of a technical nature) to its related companies, solicitors, auditors, insurers or accountants.

21.5 This clause (Clause 21) shall survive the termination of this Agreement.

## 22 ASSIGNMENT AND NOVATION

This Agreement shall not be assigned by either party without written consent of the other party.

## 23 VARIATION

23.1 The provisions of this agreement shall not be varied except by agreement in writing signed by the parties.

23.2 If either Party wishes to vary the Agreement, the proposing Party shall submit a copy of the proposed variations to the other Party (the "Receiving Party"), specifying a reasonable period in which the Receiving Party is to provide written notice of acceptance or rejection of the proposal.

23.3 If the Receiving Party accepts the variations, the Agreement shall be deemed to be so amended from the date of the acceptance.

23.4 If the Receiving Party rejects the proposed variations, each Party shall perform the Agreement in accordance with the unvaried terms.

## 24 SEVERABILITY

If any provision of this Agreement is held invalid, unenforceable or illegal for any reason, the Agreement shall remain otherwise in full force apart from such provisions which shall be deemed deleted.

# SCHEDULE 1 – OMEGA 5000

**Operational Site Licenses**

| No. | Country | Site | Size | Omega 5000 Core Part No | No Of Bags | Installed Metering | Default Metering Points | Additional Metering Points SOF-OM5-000050 | Host Licenses | Multiple Operations Shell = SOF-OM5-000033 Mobil = SOF-OM5-000031 Caltex = SOF-OM5-000032 BP = SOF-OM5-000033 | Tank Gauging Interface SOF-OM5-000037 | SNA | Allocation SOF-OM5-000004 | Blending SOF-OM5-00005 | Load Plus SOF-OM5-00006 | PIN ID SOF-OM5-00007 | Reporting SOF-OM5-00008 | Unloading / Weighbridge SOF-OM5-000009 | Seal SOF-OM5-000010 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Australia | Cairns (CNS) | Small | SOF-OM5-000052 | 1 | 4 | 12 | N/R | 1 | Shell | Yes | No | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| 2 | Australia | Corio | Large | SOF-OM5-000054 | 6 | 24 | 36 | N/R | 1 | Shell | Yes | No | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| 3 | Australia | Devonport (DEV) | Small | SOF-OM5-000052 | 1 | 5 | 12 | N/R | 2 | Shell + Caltex | Yes | No | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| 4 | Australia | Lara (GLG-LAR) | Small | SOF-OM5-000052 | 1 | 4 (WB) | 12 | N/R | 0 | Shell (no SAP) | Yes | No | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| 5 | Australia | Mackay (MCK) | Small | SOF-OM5-000052 | 1 | 4 | 12 | N/R | 1 | Shell | Yes | No | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| 6 | Australia | Newcastle (NCL) - Mobil SNA | Medium | SOF-OM5-000053 | 3 | 16 | 24 | N/R | 2 | Shell + Mobil | Yes | Yes | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| 7 | Australia | Newport (NPT) | Large | SOF-OM5-000054 | 8 | 32 | 36 | N/R | 2 | Shell + BP | Yes | No | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| 8 | Australia | Parramatta (PTA) | Large | SOF-OM5-000054 | 7 | 45 | 36 | 9 | 2 | Shell + BP | Yes | No | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| 9 | Australia | Pinkenba (PBA) | Large | SOF-OM5-000054 | 4 | 28 | 36 | N/R | 1 | Shell | Yes | No | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| 10 | Australia | Port Lincoln Depot (SAD-LIN) - Mobil SNA | Small | SOF-OM5-000052 | 1 | 4 | 12 | N/R | 2 | Shell + Mobil | Yes | Yes | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| 11 | Australia | Esperance (WAD-ESP) | Small | SOF-OM5-000052 | 2 | 7 | 12 | N/R | 1 | Shell | Yes | No | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| 12 | Australia | Geraldton (WAD-GER) | Small | SOF-OM5-000052 | 1 | 6 | 12 | N/R | 1 | Shell | Yes | No | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| 13 | Australia | Townsville (TOW) | Medium | SOF-OM5-000053 | 3 | 22 | 24 | N/R | 2 | Shell + Caltex | Yes | No | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| 14 | Australia | King Bay | Small | SOF-OM5-000052 | 1 | 5 | 12 | N/R | 1 | Shell | No | No | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| 15 | Australia | Dampier | Small | SOF-OM5-000052 | 1 | | 12 | N/R | 1 | Shell | No | No | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| 16 | Australia | Kalgoorlie | Small | SOF-OM5-000052 | 1 | | 12 | N/R | 1 | Shell | No | No | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |

**Company Test Site Licenses**

To be defined on Purchase

# SOFTWARE SELECTION

1.  License Fee

    As per Appendix 2B-I Range of Goods, Services Specifications, Technical Information and Pricing of the Framework Agreement, the License fee for each site will be calculated based upon the selection and quantity of software components for that site. Fee vary depending on software components required

2. Vendors:

    <Nil / Vendors as per Software Selection for site>

3. Document Qty. and Listing:

    1 off Omega 5000 User Manual (DOC-MNU-000028-xx)