

Welcome to Shell LubePlanner

- We store your email address and name which is used for login authorization.
- Full terms and conditions are available below. If you accept the above use of your personal information and the below terms and conditions, please click accept.
- For more details on Shell Privacy refer to <https://www.shell.com/privacy.html>

Shell LubePlanner Terms and Conditions of Service

This agreement ("the Agreement") is made between you (as the "Customer") and Pennzoil-Quaker State Company, d/b/a SOPUS Products, 150 N Dairy Ashford Rd, Houston, TX 77079 ("Shell"), for the provision of Services for LubePlanner (the "Services").

In this Agreement the Customer and Shell may also be referred to individually as a "Party" or together as the "Parties".

PART 1: Services Terms

THE PARTIES AGREE as follows:

1 INTERPRETATION

- In this Agreement:
- **"Affiliate"** means a Party's ultimate parent company or a legal entity which the Party or the Party's ultimate parent company directly or indirectly, through one or more intermediaries, controls. For this purpose, control means the direct or indirect ownership of in aggregate fifty per cent or more of voting capital.
- **"Anti-Corruption Laws"** means the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act 2010, and all other Applicable Laws that prohibit tax evasion, money laundering, or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other Person.
- **"Applicable Laws"** means where applicable to a Person, property, or circumstance, and as amended from time to time: (a) statutes (including regulations enacted under those statutes); (b) national, regional, provincial, state, municipal, or local laws; (c) judgments and orders of courts of competent jurisdiction; (d) rules, regulations, and orders issued by government agencies, authorities, and other regulatory bodies; and (e) regulatory approvals, permits, licenses, approvals, and authorisations.

- **“Confidential Information”** means all technical, commercial, or other information or materials, and all documents and other tangible items that record information, whether on paper, in machine readable format, by sound or video, or otherwise, relating to a Person’s business, including Services provided to that Person, business plans, property, way of doing business, business results or prospects, the terms and negotiations of the Agreement, proprietary software, IP rights, and business records.
- **“Customer Group”** means Customer and: (a) its subcontractors, (b) any Affiliate of Customer or its subcontractors; and (c) any director, officer, employee, other Person employed by or acting for and on behalf of Customer, its subcontractors, or the Affiliates of Customer and its subcontractors.
- **“Effective Date”** means 01 December 2020.
- **“Order”** means an Order placed by a Customer in accordance with clause 2.4 below.
- **“Person”** means (a) a natural person; or (b) a legal person, including any individual, partnership, limited partnership, firm, trust, body corporate, government, governmental body, agency, or instrumentality, or unincorporated venture.
- **“Scope of Services”** means the Services that the Parties have agreed that Shell will provide to the Customer
- **“Services”** means the services provided by Shell to the Customer which includes but not limited to a detailed equipment survey and report issued by Shell and daily equipment maintenance routine.
- **“Services Fee”** means the fee Payable by the Customer to Shell
- **“Shell Group”** means Shell and: (a) its co-venturers and joint ventures; (b) any Affiliate of Shell, its joint ventures, or its co-venturers; and (c) any director, officer, employee, or other individual working under the direct control and supervision of COMPANY, its joint ventures, or co-venturers, or the Affiliates of Shell, its joint ventures, or co-venturers.
- **“Trade Control Laws”** means all Applicable Laws concerning the import, export, or re-export of goods, software, or technology, or their direct product, including: (a) applicable customs regulations, Council Regulation (EC) No. 428/2009; (b) any sanction regulations issued by the Council of the European Union; (c) the International Traffic in Arms Regulations ("ITAR"); (d) the Export Administration Regulations ("EAR"); and (e) the regulations and orders issued or administered by the US Department of the Treasury, Office of Foreign Assets Control in relation to export control, anti-boycott, and trade sanctions matters.
- In this Agreement, unless otherwise specified, a reference to:
- any other document referred to in this Agreement is a reference to that other document as amended, varied, supplemented or novated at any time;
- a "company" shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established and irrespective of the jurisdiction in or under the law of which it was incorporated or exists;

- a "person" shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted and shall include any subordinate legislation made from time to time under that provision;
- a "day" (including within the expression "Business Day") shall mean a period of 24 hours running from midnight to midnight;
- times are references to Greenwich Mean Time; and
- references in this Agreement to the Parties shall include their respective permitted successors in title and permitted
- All headings and titles used in this Agreement are for convenience. They are not to be used in the interpretation or construction of this Agreement.

2 PROVISION OF SERVICES

- Shell shall perform, or at its option arrange for an Affiliate or subcontractor to perform, the Services for the benefit of the Customer.
- For the avoidance of doubt, Shell shall not be obliged to provide any Services other than those described in this Agreement or otherwise agreed in writing between the Parties.
- Shell or its Affiliate or subcontractor shall provide the Services as an independent contractor and in an advisory. The Customer has the sole right and responsibility to decide whether or not to use the Services or any information provided as part of the Services.
- For a Customer to engage Shell for the provision of the Services, Customer shall place its request for Services (the "Order") by notice to the Shell services representative.
- Orders will only be accepted by Shell if they are made in the format prescribed above and if all relevant information requested by Shell is provided in order for Shell to carry out the Customer's Scope of Services. Shell may, at its sole discretion, reject an Order.
- Shell may request that the Customer provides further information, which information the Customer will provide without delay.
- An Order will only be processed once confirmed by Shell.
- Shell may at any time refuse to accept Orders or to provide the Services or Access to the Platform (defined herein) in its sole judgement by providing notice to the Customer.
- Shell shall provide the Services pursuant to the terms and conditions of this Agreement and in the absence of any other written agreement, this Agreement shall be the sole document governing the provision of the Services.

3 PAYMENT

In consideration of the provision of Services, the Customer shall pay Shell the Service Fees agreed upon between Shell and the Customer.

- All payments shall be made in accordance with the terms agreed between the Customer and Shell's authorized commercial representative or in terms of any other contractual agreement entered into between the Customer and Shell.
- Where a Customer issues an instruction to Shell to terminate or suspend the Services or part of a Scope of Services, it shall be liable for, and compensate Shell on receipt of a demand, for any costs incurred/caused by Shell as a result of the suspension or termination.
- All payments to Shell under this Agreement shall be made in full without any set off, restriction or condition and without any deduction for, or on any account of, any Taxes which at or before the Effective Date or any time thereafter Shell or Customer may be required to pay in respect of this Agreement (including without limitation in respect of the execution of the Agreement, or any amounts which the Customer may be required to withhold in respect of any amount due to Shell under this Agreement), shall be for the account of the Customer and the Customer shall promptly pay such a sum as to yield to Shell a net amount equal to the amount that, but for such Taxes, would have been received by Shell.
- Customer shall be liable for any costs, fees and expenses (legal or otherwise) incurred by Shell for the recovery of any money owed to Shell by the Customer. Shell reserves the right to refuse to undertake Services at any time based upon an unfavorable Customer credit report or history.
- Any bank charges in respect of payments made pursuant to this Agreement shall be payable by the Customer.

4 INTELLECTUAL PROPERTY

- The intellectual property rights and all other information and data developed or supplied by or on behalf of Shell in the course of rendering the Services, shall vest in Shell or its nominee.
- For the avoidance of doubt, the Customer shall be responsible for obtaining, and undertakes to obtain, at its own cost, any consents required from third parties in respect of use or display of any content or materials in whatever medium (other than materials provided by Shell) provided or uploaded by the Customer in connection with this Agreement or any Order.
- Customer will indemnify Shell for any violation by Customer of a third party's intellectual property.

5 FORCE MAJEURE

- For the purposes of this Agreement, "Force Majeure" means, in relation to either Party, a circumstance beyond the reasonable control of that Party (the "Claiming Party"), including without limitation lock-outs, fires, acts of God or the public enemy, riots, incendiaries, acts of terrorism, interference by civil or military authorities, changes in laws, or the orders or advice of any governmental authority.

- The Claiming Party will not be in breach of this Agreement or otherwise liable to the other Party (the "Non-claiming Party") for any delay in performance or any non-performance of any obligations under this Agreement (and the time for performance will be extended accordingly) if and to the extent that the delay or non-performance is owing to Force Majeure. This clause does not apply to any obligation to make payments of money, and only applies if:
- The Claiming Party could not have avoided the effect of the Force Majeure by taking precautions which, having regard to all matters known to it before the occurrence of the Force Majeure and all relevant factors, it ought reasonably to have taken but did not take; and
- The Claiming Party has used reasonable endeavors to mitigate the effect of the Force Majeure and to carry out its obligations under this Agreement in any other way that is reasonably necessary.
- The Claiming Party shall promptly notify the Non-claiming Party of the nature and extent of the circumstances giving rise to Force Majeure.
- If the Force Majeure in question prevails for a continuous period in excess of six (6) months after the date on which the Force Majeure begins, the Non-claiming Party shall be entitled to give notice to the Claiming Party to terminate this Agreement. The notice to terminate must specify the termination date, which must be not less than ten (10) days after the date on which the notice to terminate is given. Once a notice to terminate has been validly given, the Agreement will terminate on the termination date set out in the notice. Neither Party shall have any liability to the other in respect of termination of this Agreement due to Force Majeure.

7 WARRANTIES AND LIABILITY

- Shell warrants that the Services will be performed with reasonable skill and care and in accordance with good practice normally exercised by companies providing similar services in the relevant territory. Except as expressly set out in this clause 7, all warranties and representations, including but not limited to any warranty or representation for the completeness, utility or accuracy of any information or materials or fitness of the same for any purpose, expressed or implied by law or otherwise, in relation to the Information or the provision of the Services are expressly excluded so far as the same is permitted under the governing law of the Agreement.
- Subject to the limitation set out in the Agreement, if the Customer proves that (any part of) any Services are in breach of the warranty in this clause 7 howsoever arising and notifies Shell in writing within three (3) calendar months after completion of the relevant Services, Shell shall, at its option, either investigate and endeavor to re-perform, or arrange for an Affiliate or subcontractor to re-perform, those deficient Services or repay that part of the Service Fees attributable to the deficient Services, whereupon Shell will have no further obligations in respect of those Services.
- Shell's total aggregate liability to a Customer arising out of or in connection with the provision of the Services or Customer's use of the Platform, or otherwise in connection with this Agreement, howsoever the same may arise, including without limitation any liability arising from negligence, recklessness, breach of statutory duty or otherwise of Shell, its Affiliates, or

its sub-contractors, or of the directors, officers, employees or agents of the same, shall be limited to one hundred per cent (100%) of the amount of the Service Fees which is actually received by Shell pursuant to the relevant Order.

- In recognition of the advisory nature of the Services, and that the Customer has the sole responsibility for accepting or rejecting Shell's advice and recommendations, to the extent permitted by law, the Customer shall indemnify Shell, its Affiliates, and any director, employee and agent of Shell or its Affiliates, against any claim, including claims by any Third Party, arising out of or in connection with this Agreement or the Services or their use or misuse (including without limitation any claim arising out of any negligence by Shell or its Affiliates or sub-contractors, or any claim that any content provided or uploaded by or for the Customer pursuant to this Agreement or any Order infringes the rights of any third party).
- Shell shall not be liable under or in connection with this Agreement for loss of actual or anticipated profit, losses caused by business interruption, loss of goodwill or reputation, or any indirect, special or consequential damage, including without limitation any such loss or damage caused wholly or partly by the negligence, recklessness or breach of statutory duty of Shell or its sub-contractors, or of the directors, officers, employees or agents of any of Shell.
- Neither Party excludes or limits its liability for fraud or for death or personal injury arising from its negligence or for any liability, to the extent the same may not be excluded or limited as a matter of applicable law. This clause shall not affect the indemnities given in this Agreement.
- Directors, employees and agents of Shell or its Affiliates or subcontractors shall not have any personal liability in connection with this Agreement.

8 CONFIDENTIALITY

- Customer will not disclose or permit a disclosure to a third party of Shell's Confidential Information without the prior written consent of Shell and will use Confidential Information only in connection with performance of the Agreement.
- On Shell's request, Customer will return promptly any Confidential Information and delete it from electronic storage, and delete or destroy all extracts or analyses that reflect any Confidential Information.
- Except where the obligation is elsewhere expressly stated in the Agreement or through a separate agreement, Shell Group will not have an obligation of non-disclosure or non-use regarding information provided by Customer or any other member of Customer Group.
- This Agreement does not grant Customer Group any rights, title, or interest in or to Shell Group's IP rights.
- Customer must obtain written approval from Shell before proceeding with any external communications in connection with the Agreement, disclosure of business relationships, or use of Shell's trademarks.
- Ownership of analytical method, quality assessment/quality control protocols, software programs or equipment developed by Shell for performance of Services shall be the property of Shell, and Customer shall not disclose such information to any third party.

- Shell reserves the right to perform the Services in the manner Shell chooses. In addition, Shell reserves the right to subcontract Services to another provider, if, in Shell's sole judgment, it is reasonably necessary, appropriate or advisable to do so.
- Shell may dispose of or keep record of the Customer's data after the Customer terminates this Agreement with Shell.
- In the event that Shell is required to respond to any legal process concerning Services for the Customer, the Customer shall reimburse Shell for all costs and charges not limited to the cost of personnel involved in the response to such legal process, as well as all legal fees reasonably incurred in obtaining advice concerning Shell's response, travel and all reasonable expenses associated with such legal process.

9 TERM AND TERMINATION

- This Agreement shall come into effect on the Effective Date.
- Either Party may terminate this Agreement for convenience for any reason whatsoever by providing notice thereof.
- A Party (the "Terminating Party") may terminate this Agreement by giving notice to the other Party in accordance if:
 - another Party commits any material or persistent breach of any of the terms of this Agreement (whether or not such breach would otherwise qualify as a repudiatory breach at common law) which is either incapable of remedy, or, if capable of remedy is not remedied within thirty (30) days of notice by a Party not in breach requiring remedy; or
 - another Party stops or suspends or threatens to stop or suspend payment of all or a material part of its debts or is unable to pay its debts as they fall due; or
 - another Party ceases or threatens to cease to carry on all or a substantial part of its business; or
 - another Party begins negotiations for, takes any proceedings concerning, proposes or makes any agreement for the deferral, rescheduling or other readjustment, general assignment of or an arrangement or composition with or for the benefit of some or all of its creditors of all or substantially all of its debts, or for a moratorium in respect of or affecting all or substantially all of its debts; or
 - any step is taken by any person (including a Party) with a view to the administration, winding up or bankruptcy of another Party (and in the event such step is the presentation to a competent court or authority of a petition or similar document, provided such petition or similar document is not dismissed or withdrawn within five (5) Business Days); or
 - any step is taken to enforce security over or a distress, execution or other similar process is levied or served against all or substantially all of the assets or undertaking of another Party, including the appointment of a receiver, administrative receiver, trustee in bankruptcy, manager or similar.

12 CONSEQUENCES OF TERMINATION

- Upon termination of this Agreement:
- The rights and obligations of the Parties under this Agreement shall terminate and be of no further effect, except that clauses 3, 4, 7, 8, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23 and Part 2 “Platform Usage Terms” shall survive termination.
- The Customer shall return promptly to Shell (or, at Shell's option, destroy) at its own expense all Information and other information or other materials or resources supplied by Shell or an Affiliate (including all copies in whatever form of any such information) and shall not make any further use of that information or such materials for any purpose.
- The Customer shall within thirty (30) days of termination pay Shell all sums due under clause 3 of this Agreement accrued until the date of termination of this Agreement together with all accrued interest; and
- any rights or obligations to which either of the Parties may be entitled or be subject before such termination shall remain in full force and effect; and
- Shell shall discontinue the provision of, and shall have no further obligation to provide, Services (provided that to the extent it has already received Service Fees in respect of Services which have been agreed in an Order but have not been provided at the date of termination, it shall repay such fees to the Customer within thirty (30) days of termination).
- Termination of this Agreement shall not affect or prejudice any right to damages or other remedy which the Terminating Party may have in respect of the Termination Event which gave rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of this Agreement which existed at or before the date of Termination.

13 GENERAL RESTRICTIONS ON SERVICE PROVISION AND EXPORT CONTROLS

The provision of Services under this Agreement is subject to any legal restrictions binding upon Shell or its Affiliates, whether imposed by public law or by contract. The Customer is therefore put on notice that commodities, software or technical data provided to the Customer in connection with this Agreement may not be exported, re-exported or transmitted by the Customer except in full compliance with all relevant legal requirements. Customer represents that it is knowledgeable about, will keep up to date with, and will ensure that Customer Group complies with, all applicable Trade Control Laws.

14 COMPLIANCE WITH LAW, BUSINESS PRINCIPLES

Customer agrees to take notice of the Shell General Business Principles, available at www.shell.com/sgbp. Customer agrees that it and each member of Customer Group will adhere to the principles contained in the Shell General Business Principles (or where Customer has adopted equivalent principles, to those equivalent principles) in all its dealings with or on behalf of Shell, in connection with this Agreement and related matters. Customer, in the performance of the Agreement and the business resulting therefrom, shall comply, and ensure compliance by Customer Group, with the Applicable Laws.

Customer represents that: (i) in connection with this Agreement and related matters it is knowledgeable about Anti-Corruption and will comply with those laws; and (ii) Customer Group has not made, offered, authorised, or accepted, and will not make, offer, authorise, or accept, any payment, gift, promise, or other advantage, whether directly or through any other Person, to or for the use or benefit of any government official or any other Person where that payment, gift, promise, or other advantage would comprise a facilitation payment; or violate the relevant Anti-Corruption Laws. Customer will immediately notify Shell if Customer receives or becomes aware of any matter that is prohibited by these provisions. Customer will ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged.

Shell will have the right to audit the performance of any other of Customer's obligations under the Agreement, including compliance with Anti-Corruption Laws, where capable of being verified by audit.

Customer will keep books and records available for audit for the longer of the following periods: (i) five years following termination of the Agreement or any longer period as required by Applicable Laws; or (ii) two years after the period expires on any obligation of Customer under the Agreement.

Customer will keep books and records relating to compliance with Anti-Corruption Laws available for audit for the period prescribed in the Agreement for retention of such records.

15 NOTICES

- Any notice given under or in connection with this Agreement shall only be effective if given in writing in English by one of the methods specified in clause 14.
- A notice shall be:
 - personally delivered, in which case it shall be deemed to have been given upon delivery at the relevant address; or
 - if within the United States, sent by first class pre-paid post, in which case it shall be deemed to have been given two (2) Business Days after the date of posting; or
 - if from or to any place outside the United States, sent by express courier in which case it shall be deemed to have been given three (3) Business Days after delivery to the courier; or
 - sent by facsimile or email, in which case it shall be deemed to have been given when dispatched, but shall only be effective if its uninterrupted transmission can be confirmed by a transmission report of sender;

Any notice given or deemed to have been given after 17:00 on any Business Day or at any time on a day which is not a Business Day shall be deemed to have been given at 09:00 on the next Business Day.

- The addresses for notice to Shell is as follows:

For Shell: Shell

For the attention of: Micheal Blackmon

Address: Shell Woodcreek, 150 N Dairy Ashford Rd, Houston, TX 77079.

Email: micheal.blackmon@shell.com

- A Party may notify the other Party of a change to the address or any of the other details specified in clause 14. Such notification shall only be effective on the later of the date specified in such notice or five (5) Business Days after the notice is given.
- The provisions of this clause shall not apply in relation to the service of any document in connection with litigation proceedings, claims or suits.

15 ASSIGNMENT, SUBCONTRACTING AND SUBLICENSING

- The Customer shall not assign all or any of its rights or benefits under this Agreement without obtaining the prior written consent of Shell, nor shall it without obtaining the prior written consent of Shell (which may decide in its absolute discretion whether or not to grant such consent) sub-contract or enter into any arrangement whereby another person is to perform any or all of its obligations under this Agreement.
- Shell may at any time assign all or any part of the benefit of, and/or its rights or benefits under, and/or its obligations under this agreement. Shell may sub-contract or enter into any arrangement whereby another person is to perform any or all of its obligations under this Agreement, but Shell shall remain responsible towards the Customer for subcontracted Services.

16 EQUITABLE RELIEF

The Parties hereby agree and acknowledge that common law remedies may not be adequate or appropriate to remedy or compensate for a breach of any of their obligations under this Agreement and that consequently the Parties expressly contemplate and acknowledge that in the event of a breach of such obligations the non-breaching Party shall be entitled if it so requires in any particular case to seek injunctive relief (including specific performance and injunction) in addition to any other available remedy, including damages, from a Court of competent jurisdiction.

17 THIRD PARTY RIGHTS

Affiliates of Shell who are not a party to the Agreement, but who have benefits conferred on them by it, are entitled to enforce those benefits. Otherwise, no term of this Agreement will be enforceable by any Person who is not a party to the Agreement.

The parties may amend or terminate the Agreement without notice to or the consent of any Person not a party, but conferred benefits, even if rights to enforce a benefit conferred by the Agreement, may be varied or extinguished.

18 RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the Parties nor, except as expressly provided, shall it constitute, or be deemed to constitute, either Party the agent of the other Party for any purpose. The Customer is not granted any right or authority to, nor shall it hold itself out as being entitled to, or make any representation that it is entitled to, act for,

or to incur, assume or create any obligation, responsibility or liability, expressed or implied, in the name of or on behalf of Shell or to bind Shell in any manner whatsoever.

19 WAIVER

A provision of the Agreement is not waived unless made in writing by an authorized representative of the waiving Party. The delay or failure of a Party to enforce a provision under the Agreement does not constitute a waiver of that provision. The waiver of a right or the partial exercise of a remedy does not limit a Party's entitlement to later exercise that right or remedy.

20 INVALIDITY

If any provision of the Agreement is determined invalid or unenforceable in any respect, the provision will remain enforceable in all other respects, and all other provisions of the Agreement will be given full effect. The Parties agree to replace the provision with a valid provision that achieves to the greatest possible extent the purposes of the original provision.

21 AMENDMENTS & VARIATIONS

This Agreement may not be amended or modified orally and no amendment or modification shall be effective unless it is in writing and signed by the authorized representatives of each of the Parties.

22 ENTIRE AGREEMENT

The Agreement sets forth the entire agreement between the parties concerning its subject matter and supersedes any other agreements or statements pertaining to the same subject matter, except those agreements or statements expressly referenced in the Agreement as included.

23 JURISDICTION

The Agreement shall be governed by and be interpreted in accordance with the Laws of the State of Texas, without giving effect to principles of conflicts of law that would result in the application of the laws of another jurisdiction. Texas courts will have exclusive jurisdiction over any dispute arising in relation to this Agreement and waives any claims of forum non-conveniens. By Customer's acceptance of this Agreement, Customer agrees that any claims or disputes shall be brought only on an individual basis and not as a plaintiff or class member in any purported class. Customer also waives any right to a jury trial.

PART 2: Platform Usage Terms

Please read these Terms and Conditions of Use before accessing the Platform.

1. Authorized Use

ACCESS TO THE WEBSITE, <https://lubepanner.theagilehub.net>, (THE "Platform") IS LIMITED TO Shell B2B Customers authorized by Shell to utilize the Services (collectively, "User" or "Customer). If

you are not Customer, you must refrain from registering for, accessing, or using the Platform. Shell reserves all rights and remedies under applicable law arising from unauthorized use of the Platform.

2. No Warranty

USE OF THE PLATFORM IS VOLUNTARY. THE PLATFORM AND ALL INFORMATION PROVIDED AS PART OF IT (INCLUDING ANY GUIDANCE, SCHEDULING INFORMATION, DOCUMENTS, MATERIALS, OR OTHER CONTENT RELATED TO THE SERVICES (COLLECTIVELY, THE "Content")) IS PROVIDED, FOR INFORMATIONAL PURPOSES ONLY, AND ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEITHER THE PLATFORM NOR THE CONTENT ARE A SUBSTITUTE FOR CUSTOMER'S OWN PROFESSIONAL JUDGMENT OR CUSTOMER'S OWN ASSESSMENT OF THE RULES AND SPECIFIC NEEDS OF OR ISSUES OF CUSTOMER. RELIANCE ON THE CONTENT OR ANY INFORMATION PROVIDED ON THE PLATFORM IS SOLELY AT CUSTOMER'S OWN RISK.

NEITHER THE PLATFORM NOR THE CONTENT CAN BE CUSTOMIZED TO FULFILL THE NEEDS OF EACH AND EVERY USER. SHELL HEREBY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE PLATFORM OR CONTENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, FEATURES, LOSS OF DATA, QUALITY, NON-INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, SECURITY, OR ACCURACY. SHELL DOES NOT WARRANT THE CONTENT WILL BE ACCURATE, COMPLETE, CURRENT, ERROR-FREE, OR THAT USE OF THE PLATFORM OR CONTENT WILL HAVE ANY PARTICULAR RESULT.

3. Acceptance of the Terms of Use

These terms of use ("Terms") are required by Shell for any person accessing or using the Platform to the extent the Platform is accessed or used in relation to the Content. Where these Terms refer to a specific subset of persons using the Platform, those Terms are applicable only to the designated subset of persons. All Terms not specifically designated as applicable to a subset of persons will be applicable to all persons accessing or using the Platform.

Please read the Terms carefully before Customer starts to use the Platform. By clicking to accept or agree to these Terms, or by Customer's access to, use of, or interaction with (collectively, "Use") of the Platform, Customer accepts and agrees to be bound and to abide by these Terms and Shell's Privacy Policy, as described below. **If Customer does not agree to these Terms or the Privacy Policy, Customer must not access or Use the Platform or the Content.** Customer should print a copy of these Terms or save them to Customer's computer or mobile device for future reference.

4. Privacy Policy

By clicking to accept or agree to these Terms, or by Customer's Use of the Platform, Customer accepts and agrees to be bound and to abide by these Terms and Shell's Privacy Policy, found at <https://www.shell.us/privacy/b2b-notice.html>, which is incorporated into these Terms by this reference. Shell reserves the right to make changes to its Privacy Policies; any such changed policies will be posted at <https://www.shell.us/privacy.html>.

5. Changes to the Terms and Platform

Shell may revise and update these Terms from time to time and in its sole discretion. All changes are effective immediately and apply to all access to and Use of the Platform and Content thereafter.

Customer's continued Use of the Platform or interaction with the Content following the posting of revised Terms means that Customer accepts and agrees to the changes.

Shell or its third-party service provider ("Service Provider") may make changes impacting the format and Content of the Platform at any time. Shell or Service Provider may suspend the operation of the Platform for support or maintenance work, in order to update the Content or for any other reason.

6. Acknowledgments

By accepting these Terms, Customer acknowledges its understanding that:

- Shell will use the Platform to share Content that includes information about the Services and will make available to Customer Content regarding the same. From time to time, Shell may use the Platform to communicate regarding other issues related to our systems and programs but will not direct the manner or means in which Customer will accomplish Customer's operations, day-to-day tasks or activities.
- **NEITHER CUSTOMER NOR CUSTOMER'S EMPLOYEES ARE AN EMPLOYEE, AGENT, OR PARTNER OF SHELL, ITS AFFILIATES OR ITS PARENT COMPANY, AND NO EMPLOYMENT OR AGENCY RELATIONSHIP IS CREATED BY CUSTOMER'S USE OF THE PLATFORM OR THE CONTENT;**
- Shell does not control the manner or means by which Customer Uses the Platform or the Content;
- Shell will not be responsible for any costs, including but not limited to data charges or fees, associated with use of any personal mobile device to Use the Platform or its Content; and
- Shell, its parent company and various Affiliates are separate legal entities. When Customer Uses the Content, "Shell" is sometimes used for convenience where references are made to those entities individually or collectively. These references do not reflect the operational or corporate structure of, or the relationship between Shell, its parent company and its various Affiliates.

7. Ownership of the Platform

The Platform is owned and operated by Shell but may utilize other Service Provider software and platforms. As such, please be aware that Customer's Use of the Platform may also be subject to terms and conditions between Customer and Service Provider (collectively, the "Service Provider Policies"). It is recommended that Customer carefully review the Service Provider Policies in addition to these Terms of Use.

Access to the Platform is permitted on a temporary basis. Shell reserves the right to suspend, withdraw or amend any aspect of the Platform, including the availability of any features, information or Content, or to restrict access to all or part of the Platform without notice and without liability. Shell will not be liable if, for any reason, the Platform is unavailable at any time or for any period. Further, from time to time, Shell or another acting on Shell's behalf may audit Use of the Platform to identify fraudulent accounts, to measure key performance indicators, or for other purposes in its reasonable discretion. Customer acknowledges and agrees that Shell shall have the right, whether in connection with the findings of an audit, due to inactivity or otherwise, to freeze, suspend, modify or delete Customer's account.

8. Customer's Use of the Platform and Content

In connection with Customer's Use of the Platform and the Content,

Customer may:

- Access any part of the Platform in accordance with these Terms;
- Print off one copy of any or all of the pages of the Content for Customer's own personal reference, as Customer are expressly authorized to do so by Shell.

Customer May Not:

- copy (whether by printing off onto paper, storing on disk, downloading or in any other way), distribute (including distributing copies), broadcast, alter or tamper with in any way or otherwise Use any Content except as set out under "Customer may". These restrictions apply in relation to all or part of the material on the Platform;
- remove any copyright, trade mark or other intellectual property notices contained in the original Content from any Content copied or printed off from the Platform;
- link to the Platform without Shell's express written consent.
- Use the Platform (or any part of it) in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious codes, including viruses, or harmful data, into the Platform or any operating system;
- Use the Platform in a way which could damage, disable, overburden, impair or compromise Shell's systems or security or interfere with other users;
- collect or harvest any information or data from the Platform or our systems or attempt to decipher any transmissions to or from the servers running any part of the Platform;
- change or delete any ownership notices from materials downloaded or printed from the Platform;
- circumvent or modify any Platform security technology or software, without express written consent from Shell; or
- Use the Platform or any functionality thereof for any commercial purpose not described herein.

If Customer prints off, copies or downloads any part of the Content in breach of these Terms, Customer's right to Use the Platform will cease immediately and Customer must, at Shell's option, return or destroy any copies of the Content that Customer has made.

9. Compatibility of the Platform with Customer's Hardware and Software

Shell does not represent or warrant that the Use of this Platform, Content or of any file or program available for download and/or execution from or via this Platform will be compatible with all hardware and software that may be Used by Customer and excludes any liability in contract, tort (including negligence), breach of statutory duty, restitution or otherwise for any damage, indirect or consequential loss (including without limitation pure economic loss, loss of profit, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with the Use of this Platform, or the Use, accessing, downloading of any information, including without any limitation, as a result of any computer virus, error, defect or suchlike.

10. Security

Customer may receive a password to access certain areas of the Platform. Customer is responsible for maintaining the confidentiality of the password, and is fully responsible for all activities that occur under Customer's password. Customer must not disclose Customer's password to any third party, nor allow any unauthorized person to access the Platform under Customer's username and/or security password. Customer agrees to (a) immediately notify Shell of any unauthorized use of Customer's password or any other breach of security, and (b) ensure that Customer fully logs off from the Platform at the end of each session. The Platform does not require Customer to change Customer's password, however, Shell encourages Customer to periodically change Customer's password. Shell cannot and will not be liable for any loss or damage arising from Customer's failure to comply with this section.

In the event of a data privacy incident or other data security breach, CUSTOMER AGREES THAT SHELL MAY PROVIDE CUSTOMER WITH ANY NOTICES REQUIRED UNDER APPLICABLE LAW, IF ANY, VIA THE PLATFORM AND/OR THE E-MAIL PROVIDED IN CONNECTION WITH CUSTOMER'S ACCOUNT. Customer retains the sole responsibility for monitoring Customer's e-mail account and keeping Customer's e-mail address on file up-to-date.

11. Confidentiality

For Shell Content, Customer acknowledges and agrees that the Content and Information contained in or provided via the Platform are confidential to Shell. Customer agrees to maintain such Content and information and advice in strict confidence and not to disclose or provide access thereto to any unauthorised person or entity.

12. Intellectual Property Rights

The Platform and Content contain material which are protected by copyright and/or other intellectual property rights. All copyright and other intellectual property rights in this material are either owned by Shell or have been licensed to it by the owner(s) of those rights so that it can use this material as part of the Platform. All such rights are reserved.

The Platform may also contain trademarks, including the mark "Shell" and the Shell emblem. All trademarks included on this web Platform belong to Shell or have been licensed to it by the owner(s) of those trademarks for use on the Platform. No licence, immunity or other right under or in respect of any intellectual property (including without limitation patent rights, copyright, registered or unregistered trademarks, database rights and rights in designs), information or technology is granted to Customer under this Agreement.

Shell does not wish to receive confidential or proprietary information from any user through its Use of the Platform. If Customer is (or is employed or retained by) a competitor of Shell, Customer agrees not to submit any competitively sensitive information, including, but not limited to, information with respect to Customer's (or Customer's employer's) customer lists, supply, inventory, output, territories, markets, prices, and other sales arrangements for services and products that compete with services and products of Shell.

Should Customer respond with information such as feedback data, questions, comments, suggestions, or the like regarding the Platform or any products, services, promotions, programs or policies, such information shall be deemed to be nonconfidential and will become the property of Shell, and Shell shall have no obligation of any kind with respect to such information and shall be free to reproduce, use, disclose, publish, broadcast, and distribute the information to others without any limitation whatsoever.

13. User Generated Content

Customer may be permitted, in Shell's sole discretion, from time to time, to submit, upload, publish or otherwise make available to the Platform and its Users (collectively, a "Submission"), textual, audio, video or other content and information ("User Generated Content"). Customer represent and warrant that neither Customer's Submission nor Shell's use of User Generated Content will infringe, misappropriate or violate a third party's intellectual property rights, rights of privacy, rights of publicity or result in violation of any applicable law.

Any User Generated Content provided remains the property of Customer. However, by providing User Generated Content via the Platform, Customer grants Shell a worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, to use, to copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise use in any manner such User Generated Content in all formats and distribution channels now known or unknown without further notice to or consent from Customer and without the requirement of payment to Customer or any other person or entity.

The Submission of any User Generated Content that is defamatory, libelous, hateful, violent, obscene, unlawful, or otherwise offensive, as determined by Shell in its sole discretion violates these Terms of Use, and Customer agrees to refrain from such Submissions. Shell reserves its right, but does not assume an obligation, to review, monitor and remove User Generated Content in its sole discretion at any time without notice to Customer.

Shell has no obligation to prescreen, monitor, edit or remove User Generated Content and assumes no responsibility for User Generated Content, even where it chooses to carry out prescreening, monitoring, editing or removal of User Generated Content.

14. Limitation of Liability

SHELL HEREBY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY TO CUSTOMER ARISING OUT OF CUSTOMER'S ACCESS TO, OR USE OF, THE PLATFORM, THE CONTENT, OR ANY USER GENERATED CONTENT.

To the fullest extent permitted by law, Shell will under no circumstances whatsoever be liable to Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with either Customer's Use of the Platform and the Content, or for Customer's reliance on any other information or advice contained on it for: (a) actual damages or loss of actual or anticipated profit, sales, savings, use, business, business opportunity or revenue; (b) losses caused by business interruption; (c) loss of goodwill or reputation; (d) loss or corruption of data, information or software; or (e) any indirect, special or consequential cost, expense, loss or damage suffered by Customer in connection with Customer's Use of the Platform and the Content, and any other materials posted on it, even if such cost, expense, loss or damage was reasonably

foreseeable or might reasonably have been contemplated by Customer and/or Shell and whether arising from breach of contract, tort, negligence, breach of statutory duty or otherwise.

To the fullest extent permissible by applicable law, Customer shall indemnify, defend, and hold harmless Shell, from and against any and all claims, liabilities, costs, losses, damages and expenses (including, without limitation, legal fees and disbursements) of every kind and nature resulting from Customer's Use of the Platform and the Content, any User Generated Content, or for Customer's reliance on any other information or advice contained on it.

15. External Websites and Applications

The Platform may include links to external websites or applications. When Customer follow such links the external website or application may appear as a full screen (in which case Customer will need to use the device button to return to this Platform) or in some cases it may appear within the frame of this Platform (in which case Customer will be able to return to this Platform by using the navigation buttons within the frame of this Platform). These links are provided in order to help Customer find relevant websites, applications, services and/or products which may be of interest to Customer quickly and easily. It is Customer's responsibility to decide whether any services and/or products available through any of these websites or applications are suitable for Customer's purposes. Shell is not responsible for the owners or operators of these applications or websites or for any goods or services they supply or for the content of their websites or applications and does not give or enter into any conditions, warranties or other terms or representations in relation to any of these or accept any liability in relation to any of these (including any liability arising out of any claim that the content of any external website or application to which this Platform includes a link infringes the intellectual property rights of any third party).

16. Trade Controls

Access to the Platform and Content is restricted and controlled by Shell's policies, which govern activities that involve Generally Embargoed Countries and Highly Restricted Countries. By accepting these Terms, Customer agrees that Customer is not accessing, or will not access, the Platform from any of the listed Generally Embargoed Countries or Highly Restricted Countries. Countries classified by Shell or its Affiliates as Generally Embargoed or Highly Restricted are: Cuba, Iran, Sudan, Syria, North Korea and Belarus. Should Customer require access to the Platform from any of the listed countries, contact us prior to attempting access to the Platform, using the information under 'Contact Us' below. By using this Platform, Customer confirms that Customer is not listed on any U.S. government list of prohibited or restricted parties.

17. Additional Termination Rights

Shell reserves the right in its sole discretion to terminate Customer's account and/or access to the Platform or any functionalities thereof, delete Customer's profile and any of Customer's User Generated Content and/or restrict Customer's Use of all or any part of the Platform at any time, for any or no reason, without notice and without liability to Customer or anyone else. Shell also reserves the right to prevent access to the Platform or any of its functionalities or features.

After any line of action pursuant to the paragraph above, Customer is not allowed to create a new account to circumvent the termination, deletion or restriction.

Customer understands and agrees that some of Customer's User Generated Content may continue to appear on or through the Platform or may persist in backup copies even after Customer's account and/or access to the Platform is terminated.

These Terms remain in effect after Customer's account and/or access to the Platform is terminated.

18. Contact Us

If at any time Customer would like to contact us, Customer can do so by any of the following means:

- Send an email to the Platform moderator at: Micheal Blackmon at micheal.blackmon@shell.com