

End User License Agreement

E-SPIR Supplier v8.60 / 18 June 2026

BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT DOWNLOAD, INSTALL, OR USE THE SOFTWARE.

1. Ownership and Intellectual Property

The Software is owned by Shell Global Solutions International B.V. (“Shell”), The Hague, Netherlands.

Shell retains all intellectual property rights in the Software and associated documentation.

This Agreement does not grant any rights to Shell trademarks or service marks.

2. Grant of License

Shell grants You a **non-exclusive, non-transferable, limited license** to:

- Use the Software solely for:
 - Creation and management of Spare Parts Information Records (SPIRs)
 - Supporting engineering and materials data handover to Shell, its affiliates, joint ventures, and authorized business partners
- Perform the following activities:
 - Download, install, store, and use the Software
 - Use the Software for **training, testing, evaluation, data migration, and support purposes**, provided such use is aligned with Shell business objectives
 - Upgrade to newer versions as made available

3. Restrictions

You may not:

- Copy, modify, distribute, republish, or sublicense the Software
- Reverse engineer, decompile, or disassemble the Software
- Rent, lease, lend, or provide access to unauthorized third parties
- Use the Software for any purpose outside this Agreement

4. Licensed Territory and Export Control

- The Software may be used globally, subject to applicable export control laws
- You must comply with all applicable export and re-export regulations
- Classification: E-SPIR Supplier product – ECCN ‘Diminimis US <10%’

The Software may include third-party components (e.g., Microsoft .NET, SQLite, Excel), which remain subject to their respective licenses and export classifications.

5. Support and Maintenance

- Shell will provide support via designated channels, targeting response within reasonable business timelines
- Support scope includes:
 - Functional clarification
 - Resolution of operational issues
- Support excludes:
 - Professional services (e.g., materials management consulting)
- Users may be required to upgrade to the latest version to receive support

6. Charges

- Use of the Software is free of charge unless otherwise agreed
- Standard product support is provided without charge unless specified otherwise

7. Warranty Disclaimer and Limited Assurance

- The Software is provided **“AS IS”**, without warranties of any kind
- However, Shell will make reasonable efforts to:
 - Ensure the Software performs substantially in line with its business purpose
 - Address reported defects through:
 - Workarounds
 - Fixes in future releases

These efforts are provided without creating any binding service level commitments.

8. Limitation of Liability

To the maximum extent permitted by law:

- Shell shall not be liable for:
 - Indirect, incidental, special, or consequential damages
 - Loss of data, profits, or business interruption
- Users are fully responsible for:
 - Data integrity and accuracy
 - Compliance with:
 - Intellectual property laws
 - Privacy regulations
 - Export control requirements

9. Termination

- This Agreement remains valid until terminated
- Shell may terminate this Agreement if You fail to comply with its terms

Upon termination:

- You must remove and destroy all copies of the Software
- Data files (e.g., SPIRs, reports) may be retained for business purposes

Transition Protection (Retained from old EULA):

- Where material changes are introduced to this Agreement, Users will be provided a **reasonable transition period (e.g., up to 3 months)** to comply or exit

10. Change of Terms

Shell reserves the right to modify this Agreement.

Updated terms will be communicated through appropriate channels.

11. Data and Compliance Responsibility

Users are responsible for:

- Ensuring all data entered into the Software:
 - Complies with applicable laws (privacy, IP, export control)
- Ensuring appropriate use based on:
 - Location of operations
 - Nationality of users

12. Governing Law and Dispute Resolution

- This Agreement shall be governed by the laws of The Netherlands
- Disputes may be resolved through:
 - Arbitration under the Netherlands Arbitration Institute
 - Location: The Hague
 - Language: English

13. Entire Agreement

This Agreement constitutes the entire agreement between You and Shell and supersedes all prior agreements or understandings related to the Software.

Shell Global Solutions International B.V.

The Hague, The Netherlands

18 June 2026