Product Usage Terms
October 2019

Contents

This document describes the license limits and usage metrics that are applicable to the software licenses you obtain from us, OSIsoft, according to your agreement.

Our Software

Data Collection

Data collection offerings facilitate data ingress and include products such as PI Interfaces, PI Connectors, and other products listed on https://techsupport.osisoft.com/Products/PI-Interfaces-and-PI-Connectors. Individual offerings may be licensed in one of the following ways:

1. Licensing by **node**
   a. A node refers to a host computer, either physical or virtual, on which you may install our software. In other words, a node refers to a single instance of an operating system.
   b. Included with a node license is the right to deploy multiple instances of software on the single node for performance or other architectural reasons.

2. Licensing by **connection**
   a. A connection refers to a link between one copy of our software and another copy of our software or a third party data source.

3. Included in each data collection offering license is the right to a failover deployment that only sends data if the primary interface or connector deployment fails, i.e., an active-passive arrangement.

4. In addition, the following requirements apply to specific offerings:
   a. PI to PI Interface:
      i. Each connection is treated as unidirectional.
      ii. For bi-directional data transfer, two licenses of PI to PI Interfaces are required.
   b. Certain PI Interfaces and PI Connectors are licensed via metrics specific or unique to the offering, e.g., number of phasor measurement units. Refer to the documentation with the product quote for a detailed description.

Storage

Storage offerings are used to store and contextualize data. Storage offerings include PI Server and supporting servers and add-ons. Individual offerings may be licensed in one of the following ways:

1. Licensing by **node and data streams**
   a. A node refers to a host computer, either physical or virtual, on which you may install our software. In other words, a node can be referred to a single instance of an operating system.
      i. If the number of nodes is not specified in the accompanying documentation, you may only operate the software on one node.
   b. Data streams are data tags or modules that are used by our software to set up, configure, or store data or data structures.

i. Data stream points are not transferrable within nor between products.

2. Licensing by **node and data streams of a primary PI Server**
   a. Supporting servers and PI Server add-ons are always associated with and configured to match a primary PI Server.
   b. Licensing is based on the node and the data stream points of the referenced primary PI Server.

3. In addition, the following requirements apply to specific offerings:
   a. **PI Test Server**
      i. Is used for testing or training purposes.
      ii. Cannot be used in a production environment and may be subject to a time-out or data access limitations.

   b. **Ancillary PI Server**
      i. Is used in a supporting role to a single licensed PI Server for validation or network architecture reasons, e.g., data diode requirement. An ancillary PI Server mirrors the configuration of the primary PI Server against which it is licensed.
      ii. If the configuration of an ancillary PI Server becomes distinct from the PI Server it is meant to support, it is no longer an ancillary PI Server. It is instead an independent PI Server.
      iii. Cannot be used as a roll-up server, e.g., central server pulling data from multiple servers.

   c. **High Availability (HA) PI Server**
      i. HA PI Servers are configured to form a collective with the primary PI Server.
      ii. Members of an HA collective cannot be separated to operate as independent PI Servers.

   d. **PI System Access (PSA)**
      i. PSA is a license to permit intermediary (non-OSIsoft) software programs or devices to access data stored in the PI Server or supporting servers.
      ii. A PSA license is required:
         1. When deploying a non-OSIsoft software program, application, or device that programmatically accesses data stored in the PI Server or supporting servers.
      iii. A PSA license is not required:
         1. When deploying our software such as client tools or integrators.

   e. **PI Collection Suite, PI Visualization Suite**
      i. Products licensed under PI Collection Suite can only be used to input data into the PI Server against which it is licensed.

ii. Products licensed under PI Visualization Suite can only be used to access data from the PI Server against which it is licensed.

Client Tools

Client tools are used to visualize and interact with data. Individual offerings may be licensed in one of the following ways:

1. Licensing by **individual user**
   a. An individual user license allows software to be installed in physical and/or virtualized environments.
   b. Software that is licensed by individual user may be installed on up to 2 personal computers; a primary computer and a single additional computer to facilitate home office or remote use.
      i. An installation from an individual user license cannot be used by multiple people at the same time.
   c. If you access individual user licensed software through a terminal program or remote installation, each computer from which you are accessing the terminal program consumes one license. In other words, the number of licenses required is the same regardless of whether a terminal program is used.

2. Licensing by **named user**
   a. A named user refers to one person in the organization and their associated login account.
   b. Software licensed by named user can be accessed from any device.
   c. You may reassign a named user account from one person to another provided that the reassignment occurs no sooner than 90 days since the last reassignment.

3. In addition, the following requirements apply to specific offerings:
   a. **PI Vision**
      i. "Named User – publisher" is a license for full display manipulation capabilities including creating, editing, and saving displays.
      ii. "Named User – explorer" is a license to view and interact with displays. Permissions exclude the saving of displays.

   b. **Bundles**
      i. The license limitation applies to the bundle as a whole.
      ii. You may not separate the products from the bundle and use them separately. For example, purchasing one individual user license for a Combo Pack means that PI ProcessBook and PI DataLink products included in the Combo Pack may only be installed on a single node together and not on two separate nodes.

      c. **RtReports**
- i. In using the RtReports Server, you may not exceed the number of connections with licensed PI Servers that you have purchased.
- ii. In using the RtReports Generator and Editor, you may not exceed the number of concurrent connections you have purchased. Concurrent connections refers to the maximum number of connections between the RtReports Generator or Editor and the RtReports Server you may make at any one time.

Integrators

Integrators are used for the purpose of integrating PI Server data with 3rd party tools such as Microsoft SQL, Apache Kafka, etc. Individual offerings are licensed as follows:

1. Licensing by **actively published data streams**
   a. Actively published data streams refers to PI Server data that has been published to a 3rd party software within the last 7 days.
   b. Each installation requires a license. Licensing is not based on the aggregate data streams across installations.
   c. The data streams may be from one or more licensed PI Servers.

Edge Data Store

The Edge Data Store facilitates collecting, storing, and exposing asset and sensor data streams.

a. Each instance requires a license. Licensing is based on the aggregated data streams across an instance up to the number of data streams listed in the corresponding quote.
b. The data streams may be aggregated from one or more data sources.

General Terms

The following terms are applicable to all of the software products above.

Licensing Models

1. Licenses for our software are either for a set term, perpetual, or subscription based.

2. When you buy a perpetual license for a product, subject to your agreement with us, we will grant you a perpetual, nonexclusive, nontransferable (except as specified in your relevant agreement) license to use the products as provided in these Product Usage Terms.
   a. Unless otherwise specified by us, your software purchase is for a perpetual license.

3. When you buy a set-term or subscription license for a product, we will grant you a nonexclusive, nontransferable (except as specified in your relevant agreement) license to use the products as provided in these Product Usage Terms only for the then current set-term or subscription.

a. Unless otherwise agreed upon in writing, subscription terms are one (1) year from the subscription start date provided in our quotation accepted by you through a corresponding order.
b. Upon expiration or other termination of the subscription term, use of OSIsoft software must end unless the term is renewed on mutually agreed terms. Any copies of software must be destroyed.

Copying

1. You are authorized to store a reasonable number of offline copies of our software and documentation solely for recovery of the system from events, including but not limited to hardware failure, operating system failure, or damage caused by malicious users or software.

2. Only data collection failover deployments may run in parallel with the primary data collection deployment without an explicit license.
   a. All other copies of software running in parallel with the primary deployment must be explicitly licensed.
   b. For example, software that is copied for backup purposes may not be used for training, testing, as a hot standby nor as a caching server. The software may only be used to recover from a failure.

Attributions and Use of OSIsoft Marks

1. You agree to follow our branding guidelines when using any trademarks, trade names, logos, and designation that we use for our software ("OSIsoft Marks"). There has been no payment for use of OSIsoft Marks. You agree to not:
   a. Claim any right, title or interest in any OSIsoft Mark;
   b. Register, seek to register, or cause to be registered any OSIsoft Mark, other than in our name and at our specific request;
   c. Adopt and use any trademark, trade name, logo or designation that might be confusingly similar to any OSIsoft Mark;
   d. Attach any other trademark, trade name, logo or designation to our software;
   e. Adapt or remove OSIsoft Marks from our software or collateral;
   f. Use any OSIsoft Mark in connection with products other than our software.

2. You will assist us, if requested and at our expense, to register our trademarks in our name. For example, the request may be for assistance to demonstrate that our trademark is used in commerce.

Limitations

1. Your rights in our software are limited to those expressly granted by us in your applicable agreement, and we reserve all other rights, title, interest and licenses in our software.

2. Unless otherwise authorized in a separate written license agreement or by applicable law, you agree to never:
    a. Modify, disassemble, decompile, or reverse engineer our software or permit a third party to do so;
    b. Make copies of our software, except as expressly permitted in this agreement;
    c. Use our software to provide service-bureau, software rental, or time-sharing with any third party that is not your affiliate or contractor.

Third Party Products

1. We may distribute software products to you that are subject to a license by third parties. These products are not subject to any agreement you may have with us.

2. Our software may contain third party software components. These components and the associated third party agreements are listed at [www.osisoft.com]. By using these software components, you are bound by the associated licensing agreements and agree to their terms and conditions.

Authorized Third Parties

Authorized third parties, e.g., contractors and consultants, may use the software you license from us but solely for your benefit. You agree that you will be responsible for their compliance with your agreement(s) with us.

Data Sharing

1. Data sharing refers to allowing access to data or transferring data via our software to third parties that are not your affiliate or authorized third party.
    a. You may share data for your non-commercial benefit with third parties using properly licensed software. You agree that you will be responsible for their compliance with your agreement(s) with us.
    b. Data sharing as part of a business model or commercial engagement requires a separate agreement with us. Some examples of business models based on data sharing include monitoring services and maintenance services.

U.S. Government

If you are a U.S. government entity or you provide our software to the U.S. government, this paragraph will apply. Our software was developed at private expense and is licensed as "commercial computer software" as defined under FAR 2.101 under the terms of this agreement as provided in FAR 52.277-19 and DFARS 227-7202 or their successors, as applicable.

Lawful Use of Our Software

1. For export purposes, our software is designated as EAR 99 by the U.S. government. You may obtain further details with respect to this export classification by referring to http://www.osisoft.com/legal-notices/.

2. You agree to comply with all applicable laws, regulations, rules and other requirements, now or hereafter in effect, of any applicable governmental authority, in the use of our software.

3. Without limiting the foregoing, you acknowledge that the distribution and use of our software, accompanying documentation, and related technical data (collectively "OSIsoft Technology") is subject to U.S. export laws and that these laws may restrict the export and re-export of software and technology of U.S. origin.

4. You will not export or re-export, directly or indirectly, any OSIsoft Technology, to any destination, individual or entity that is prohibited by U.S. export control laws or for any use restricted by U.S. export control laws, such as sensitive or unguarded nuclear activities or activities related to chemical or biological weapons or missiles, without obtaining all necessary approvals in advance.

5. You agree to furnish us any information and take any action requested by us to enable us to comply with applicable laws, orders and regulations related to our software license agreement. You may find current export classification information on our website to facilitate your compliance with U.S. law.

6. You may not use our software to operate or control any inherently dangerous application. Notwithstanding the preceding sentence, you may use our software in a commercial nuclear power facility so long as you do not use our software: (i) in any manner where failure of our software would affect the operability of your facility or affect your ability to safely cease all operations of the facility; (ii) to control any safety related system or in any safety related application; or (iii) in any manner that would violate applicable laws or regulations. You agree that we may terminate this agreement and that you will indemnify and hold us harmless from any and all claims, liability, costs, damages and losses arising out of or related use of our software or accompanying documentation in violation of this paragraph. We bear no responsibility to test, certify, validate or take any further action regarding our software or accompanying documentation with the Nuclear Regulatory Commission or any other government agency. Obtaining such approvals, if any, will be your sole responsibility.

Replacement Software

1. Some of the software we provide to you (e.g., under SRP services or under warranty) will replace an older version. You understand that the new software we provide to you does not increase your license limits, and that if you use the new software, you must stop using the old software.

2. You may keep one copy of the old software for archival purpose only. All other copies of old software must be deleted.