This Software Schedule (the “Software Schedule”) supplements and is incorporated into and made a part of that certain Transaction Document, by and between AVEVA and Customer, in which this Software Schedule is referenced.

1. APPLICABILITY

1.1 This Software Schedule governs the use of the Software licensed or purchased by Customer as specified in the Transaction Document.

1.2 Any terms in this Software Schedule apply solely to the Software listed above and prevail over any conflicting terms in the GTCs.

1.3 The Software Products can be ordered individually or collectively on a Transaction Document, and each Software Product is subject to the terms of the Transaction Document in which the Software Schedule is referenced.

2. ADDITIONAL DEFINITIONS

2.1 “Application Name Space” means a system of unique application objects (representing physical, logical, or graphical entities) that interact or are used with the Software.

2.2 “Authorized Applications” shall have the meaning set forth in Section 9.10(a)(ii)(b) or Section 9.11(b), as applicable.

2.3 “AVEVA Discrete Lean Management Line” means a software object configured with software information management and data collection functionality for utilization data. OEE or work order execution, in a single software database instance.

2.4 “AVEVA Discrete Lean Management Line Count” means the number of Line to be configured in Discrete Lean Management. This should be the biggest number among the number of utilization data object, OEE object and work order execution object.

2.5 “CAL” (Client Access License) means a usage license required for each Client that runs, accesses or utilizes, directly or indirectly, Software (or other specified services) running on a Server.

2.6 “Capacity” means a specific licensed size criteria as described on the License Certificate and may include, among other measurements, unit counts, the number of Data Sources, Equipment counts, I/O Counts, Platform Counts, Session Counts, Tag Counts and Site Counts.

2.7 “Client” means a device accessing or utilizing, directly or indirectly, Server Software.

2.8 “Client Connection” means a usage license required for a Client. For the avoidance of doubt, only one Client will receive the multiple Client Connections (in isolation, part of corresponding licenses) if the Client access, or utilizes, directly or indirectly, multiple instances of Software.

2.9 “Concurrent User Logins” means the number of concurrent user login connections to a designated system at a given time.

2.10 “Core” means one unit of a physical or virtual processor as detected by the operating system.

2.11 “Data Sources” means configurable data connectors used to connect to external data sources, which are being monitored, processed, or utilized by the Software.

2.12 “Device” means any physical or virtual environment, node, Server, computer, or other digital workstation, edge device, electronic, cellular or smartphone, handheld computer, tablet, PC, or computing equipment that runs, accesses, or utilizes the services of the Software.

2.13 “Documentation” means the user guides and manuals for the installation and use of the Software, whether provided in electronic, physical media, hard copy, or other form.

2.14 “Enterprise License” means a license model that permits use of specified Software for a number of Customer’s employees throughout Customer’s organization and sites. An Enterprise License enables Customer to standardize all Customer sites on the specified Software.

2.15 “Equipment” means any physical asset, subcomponent or group for use by Software for which a functional requirement has been established.

2.16 “Equipment Count” means the number of Equipment.

2.17 “Equipment/Segment/Device” means a document included with the Software that may provide, among other things, specific information regarding Capacity, name of specified license and location where the Software is licensed, use for Device identification and Named Device (if applicable).

2.18 “Facility” means the location(s) where the Software is installed.

2.19 “Fixed Intelligence Model” means the predefined Energy Performance Intelligence Model is not permitted to be modified.

2.20 “I/O Count” means the maximum number of unique external data points that are being monitored, processed, or utilized by the Software.

2.21 “Intelligence Model” means the collection of data sources, dimensions, and measures objects, which defined how source data will be transformed into Intelligence Data Store.

2.22 “License Certificate” means a document included with the Software that may provide, among other things, specific information regarding Capacity, name of specified license and location where the Software is licensed for use, Device identification and Named Device (if applicable).

2.23 “License File” means a component of the Software that enables one or more components of the Software (for example, authorization keys) and may also specify, as applicable, (a) the location of the designated Device(s), (b) the Named User(s), (c) the Intelligence Model, (d) the location for authorized use of the Software or of the users, and (e) the Customer. The License File may also specify the Capacity for the Software. Certain components of the Software may be licensed under the Agreement without a License File. If a License File is used, Customer’s license of the Software will be subject to the restrictions set forth in the License File.

2.24 “License Key” means the software key code or a hardware key that is provided with the software product.

2.25 “Megawatt Unit” means a unit of electrical power equal to one million watts.

2.26 “Named Device” means a specified, individual Device.

2.27 “Named User” means a specified, individual person and is unique to the individual. A Named User is not a particular logon name that is used by or is known to a company or organization, or any other non-person entity.

2.28 “Open Intelligence Model” means the predefined Energy Performance Intelligence Model and may be modified by a Customer for new, or different, or additional purposes.

2.29 “Per Core Use” means Server Software licensing wherein a separate license is required for each Core that resides on a single Server.

2.30 “Per Device Use”, also called “Per Seat Use” means Server Software licensing wherein a separate license is required for each Device that resides on a single Server.

2.31 “Per Named Device” means Server Software licensed wherein one Named Device is accessed or utilized the services of the Server Software on an unlimited number of servers running the Server Software.

2.32 “Per Named User” means Server Software licensed wherein one Named User using any Device is accessed or utilizes the services of the Server Software on an unlimited number of servers running the Server Software.

2.33 “Per Server Use”, also called “concurrent use”, means Software licensing wherein the Software may be installed on an unlimited number of Devices provided however that the number of Devices utilizing the services of the Software residing on a single Server is limited by the number of Per Server access licenses purchased as defined in the Transaction Document, License File, or License Certificate.

2.34 “Per Session Count Use” means Server Software licensing in a Remote Desktop Server Edition technology wherein the number of Devices accessing or utilizing the services of the Software residing on a single Server at a given point in time is limited by the number of Sessions specified in the license purchased as defined in the Transaction Document, License File, or License Certificate. Per Session Count Use is intended for very high density Remote Desktop Server Edition technology.

2.35 “Platform” means Software that is required in order for a Device to operate with Application Server Software.

2.36 “Platform Count” means the number of Devices which are licensed to host the “Platform”.

2.37 “Power Generation Unit” means a group of equipment converting mechanical or renewable energy into a rated capacity of electric energy (electricity) as per design standards.

2.38 “Replaced License” means a License File and/or License Certificate that has been replaced or superseded by another License File and/or License Certificate for the purpose of direct substitution.

2.39 “Reporting Point” means a report that manages how and when data are captured from Customer’s data sources. Client applications retrieve data from the reporting point based upon module selection and filter conditions.

2.40 “Repository” means a logical or physical database or means of grouping and/or storing workflows.

2.41 “Run Time Report” means a discrete report active in the Software.

2.42 “Seats” means the number of seats and/or users that a Software license has been allowed to host. This is usually described in Transaction Document with access to the RealTime Services, Historical Services and applications software installed on the servers forming part of the System.

2.43 “Server” means any device that hosts Server Software and can be run, accessed, or used by another Device.

2.44 “Software” means those components of, or programs in, the Software that provide services on a Device called a Server on which services may be run, accessed or used by another Device.

2.45 “Session Count” means the number of licensed AVEVA-based, Microsoft Remote Desktop Client (RDC) sessions.

2.46 “Site License” means a license model that permits use of specified Software for a number of Customer’s employees at a specific Customer site/physical location.

2.47 “Site(s)” means those locations at which the Software will run or be stored as backup as listed in the Transaction Document.

2.48 “Software Term” means the initial term and any subsequent renewal term(s) for the Software, as set forth in the applicable Transaction Document.

2.49 “Tag” means a representation of an internal or external data value or calculation result.

2.50 “Tag Count” means the number of internal or external data points or calculations resulting from the Tags that are being monitored, processed, or utilized by the Software.

2.51 “TopSight Software” means Software designated by AVEVA on the Transaction Document and/or License File as a “topsight” product software and which may include compiled computer code and portions of source code which may be used by Customer for development or enhancement purposes.

2.52 “Water Flow Rate” means the total water flow rate in cubic meters per hour in the scope of the Aquas Hydraulic model.

2.53 “Wind River Marketplace” shall have the meaning set forth in Section 9.9(b)(ii).

2.54 “Wind River” shall have the meaning set forth in Section 9.9(b)(ii).

3. ADDITIONAL RESTRICTIONS

3.1 Copying of License Files. Unless specifically authorized in writing by AVEVA, copying of a License File using virtualization technology is prohibited.

3.2 Installation Limits Desktop. The media upon which the Software resides may contain multiple copies of some of the components of the Software, each of which is compatible with different microprocessor architectures or different underlying operating systems.

3.3 License File restrictions. License Files and/or License Certificates may be replaced for various purposes as agreed to by AVEVA and Customer. A Replaced License File must be removed from a Device and all related Software, including CD, and/or License Certificate must be destroyed or archived and clearly marked as “inactivated” so that it cannot be used. The act of replacement includes but is not limited to:

(a) “Version Upgrade” – when an earlier or lower numbered version license is replaced by a newer or higher numbered version license. For example, a Product X license with version 6.0 is replaced with a Product X license with a version 6.5;

(b) Functional Upgrade – when a license with certain Capacity and functionality is replaced by a license with greater Capacity or different functionality. For example, an InTouch 3000 Tag Count license is replaced by an InTouch 6000 Tag Count license. The InTouch 3000 license was replaced by an AVEVA System Platform, formerly Wonderware license;

(c) “Lost/Stolen/Failed Key” – when a license key is provided and a lost/stolen/failed key is provided or a replacement license key is provided. If a lost/stolen key is found/recovered, it must be destroyed; or

(d) “Expired License” – when a license file is locked to a hardware key/dongle by a replaced license file only or visa-versa.

3.4 Gateway Software Restrictions. A Gateway Software is an application that acts as a communications protocol converter in a single computer. A Gateway Software may be licensed to Customer under the Agreement without a separate License File or
License Certificate to link AVEVA application software to clients and data sources that communicate using the following protocols: OPC (OLE for Process Control), SocketLink, DeltaV/FieldPAVE, as well as AVEVA System Platform CALs may be identified in the AVEVA application software products. Use of OI Gateway Software solely with non-AVEVA products is prohibited.

3.5. Application Program Interface License. If any Software contains or is provided with an application program interface and Customer is expressly permitted to utilize such application program interface with any other Software, application, or other interface pursuant to the Agreement (e.g., with AVEVA's prior written consent or if expressly permitted by the Documentation), then Customer's use of such application program interface with such other software, application or interface will be governed by the following: AVEVA retains all goodwill in and Customer has no rights in any trademark owned by AVEVA, whether registered or unregistered, including but not limited to the following: AVEVA's logo, Wonderware and InTouch. A list of AVEVA trademarks can be found at https://sw.aveva.com/legal/trademarks.

4. VERSION LIMITATIONS. The Software, and various components thereof, contain certain version numbers (such as version "5.6."). The Agreement permits Customer to install one copy of the Software, whereas (i) some Software may allow the same version number as the Software version number listed on the Transaction Document (or in an Update that is part of the Software licensed on the number of concurrent sessions of the Software, subject to the following: the maximum number of Devices that may access or utilize the services of the Software pursuant to the Agreement (e.g., with AVEVA's prior written consent or if expressly permitted by the Documentation), then Customer's use of such application program interface will be governed by the following: AVEVA retains all goodwill in and Customer has no rights in any trademark owned by AVEVA, whether registered or unregistered, including but not limited to the following: AVEVA's logo, Wonderware and InTouch. A list of AVEVA trademarks can be found at https://sw.aveva.com/legal/trademarks.

5. ADDITIONAL LICENSE PROVISIONS.

5.1. Per Server/Concurrent Use Basis. If the Software has been licensed on a Per Server/Concurrent Use basis, then the following additional terms and conditions shall apply: (a) If Customer has licensed the Software on a Per Server/Concurrent Use basis, then the Software may be installed on a single Server that will be designated the "Server." The maximum number of Devices that may access or utilize the services of the Server at any given point in time is limited by the number of concurrent sessions specified in the License File. The services of the Software are considered to be accessed or utilized when there is a direct or indirect connection between a Device and the Server Software running on the Server (regardless of whether the Server Software is accessed or utilized using the Device Software, Third-Party Products or an application developed by Customer). For the avoidance of doubt, one Device will require multiple concurrent sessions (and corresponding licenses) if the Device accesses or utilizes, directly or indirectly, concurrent sessions of the services of the Server Software.

5.2. Per Device Use Basis. If the Server Software has been licensed on a Per Device Use basis, then the following additional terms and conditions shall apply: (a) If the Server Software is licensed on a Per Device Use basis, then a separate CAL must be purchased for each specific Device that accesses or utilizes Server Software (which may access or utilize the services of the Server Software on any number of Devices running the Server Software) and each Per Device CAL must be dedicated to a single Device. For the avoidance of doubt, such a Device will require concurrent sessions of the Server Software, but will not require any such CALs if the Device accesses or utilizes, directly or indirectly, concurrent sessions of the services of the Server Software.

5.3. Per Named User Basis. If the Server Software has been licensed on a Per Named User basis, then the following additional terms and conditions shall apply: (a) If the Server Software is licensed on a Per Named User basis, then the allocation and identification of the individual Named User must be maintained by Customer on file at Customer’s location for a minimum of thirty (30) days before the allocation and identification of the individual Named User. The maximum number of Devices that may access or utilize the services of the Server Software at any given point in time is limited to the number of Named User CALs that have been purchased and designated for use for each Device with that Server. For the avoidance of doubt, one Device will require one concurrent session of the Server Software. CALs allow access or use of the specific Server Software associated with such CAL. If any Software contains or is provided with an application program interface with any other Software, application, or other interface pursuant to the Agreement (e.g., with AVEVA's prior written consent or if expressly permitted by the Documentation), then Customer's use of such application program interface will be governed by the following: AVEVA retains all goodwill in and Customer has no rights in any trademark owned by AVEVA, whether registered or unregistered, including but not limited to the following: AVEVA's logo, Wonderware and InTouch. A list of AVEVA trademarks can be found at https://sw.aveva.com/legal/trademarks.

5.4. Per Processor Use Basis. If the Server Software has been licensed on a Per Processor Use basis, then the following additional terms and conditions shall apply: (a) If the Server Software is licensed on a Per Processor Use basis, then for each processor residing on the Server, a separate Per Processor CAL must be purchased. A Per Processor license will allow an unlimited number of Devices to access the services of the Server Software as long as a Per Processor license has been purchased pursuant to the Transaction Document, License File, or License Certificate, for each processor running on the Server.

5.5. Per Session Count Use Basis. If the Software has been licensed on a Per Session Count Use basis, then the following additional terms and conditions shall apply: (a) If the Software is licensed on a Per Session Count Use basis, then the maximum number of Devices that may access or utilize the services of the Server Software at any given point in time is limited by the number of Device CALs that have been purchased and designated for use for each Device with that Server. For the avoidance of doubt, one Device will require one concurrent session of the Server Software. For the avoidance of doubt, the maximum number of Devices that may access or utilize the services of the Server Software at any given point in time is limited by the number of concurrent sessions specified in the License File. The services of the Software are considered to be accessed or utilized when there is a direct or indirect connection between a Device and the Server Software running on the Server (regardless of whether the Server Software is accessed or utilized using the Device Software, Third-Party Products or an application developed by Customer). For the avoidance of doubt, one Device will require multiple concurrent sessions (and corresponding licenses) if the Device accesses or utilizes, directly or indirectly, concurrent sessions of the services of the Server Software.

5.6. Per Processor Use Basis. If the Server Software has been licensed on a Per Processor Use basis, then the following additional terms and conditions shall apply: (a) If the Server Software is licensed on a Per Processor Use basis, then for each processor residing on the Server, a separate Per Processor CAL must be purchased. A Per Processor license will allow an unlimited number of Devices to access the services of the Server Software as long as a Per Processor license has been purchased pursuant to the Transaction Document, License File, or License Certificate, for each processor running on the Server.

5.7. Per Core Use Basis. If the Server Software has been licensed on a Per Core Use basis, then the following additional terms and conditions shall apply: (a) If the Software is licensed on a Per Core Use basis, then for each processor residing on the Server, a separate Per Core Use license must be purchased. A Per Core license will allow an unlimited number of Devices to access the services of the Server Software as long as a Per Core license has been purchased, pursuant to the Transaction Document, License File, or License Certificate, for each core running on the Server.

5.8. Runtime Report Basis. If the Software has been licensed on a Runtime Report basis, then the following additional terms and conditions shall apply: (a) If the Software is licensed on a Runtime Report basis, the maximum number of Runtime Reports utilized by Customer per Server is limited to the Runtime Report count for the Software as specified in the License File, Transaction Document or License Certificate.

5.9. Single Facility/Single Device Basis. If the Software has been licensed on a Single Facility/Single Device basis, then the following additional terms and conditions shall apply:

5.10. Enterprise License. If the Software has been licensed on an Enterprise License basis, then the following additional terms and conditions shall apply: (a) If the Software is licensed on an Enterprise License basis, the duration, scope and pricing of the Software will be determined on a per application basis. An Enterprise License is granted upon Customer’s receipt of a written authorization for such Enterprise License, which must be signed by AVEVA and also countersigned by Customer. Among other things, the signed written authorization will describe the duration, scope and license fees for the Enterprise License.

5.11. Site License. If the Software has been licensed on a Site License basis, then the following additional terms and conditions shall apply: (a) If the Software is licensed on a Site License basis, the duration, scope and pricing of such Site License will be determined on a case-by-case basis. A Site License is granted upon Customer’s receipt of a written authorization for such Site License, which must be signed by AVEVA and also countersigned by Customer. Among other things, the signed written authorization will describe the duration, scope and license fees for the Site License.

5.12. Facility License. If the Software has been licensed to a specified Facility, then the following additional terms and conditions shall apply: (a) If Customer’s license of the Software is restricted to a specified Facility, then the Software may only be installed at the Facility specified in the applicable Transaction Document and License Certificate.

5.13. Educational license. If Customer wishes to acquire the Software for educational purpose only, please contact AVEVA’s organization or its authorized reseller serving Customer country. In case the Software is identified as an academic or educational software, Customer must be a qualified educational user to be entitled to such Software: Customer is not a qualified educational user, Customer has no rights under this Agreement with respect to academic or educational software. To determine whether Customer is a qualified educational user, please contact AVEVA’s organization or its authorized reseller serving Customer country. Once licensed to use said academic or educational software, Customer may not sell or transfer any such Software or sub-License Customer license right to use the same except to another user who is qualified by AVEVA as a qualified educational user. Qualified educational user means a user who is fully authorized, qualified and eligible to use the Software without fear of, or risk to any software owner or related party and whose intended purpose is to use the Software for the purpose of testing said Software before it is commercialized by AVEVA and potentially identifying any errors, bugs or defects in said Software.

5.14. License for Field-test / Beta Version. If Customer has acquired a license for field-test / beta version purpose, Customer acknowledges and agrees that the Software licensed to Customer under such license is a pre-release or software beta version and the Software may not be fully functional and Customer assumes the entire risk as to the results and performance of the Software. Customer may install and use the Software licensed to Customer under such license for the sole purpose of testing said Software before it is commercialized by AVEVA.

6. TOOLKIT SOFTWARE.

6.1. Customer licenses or Toolkit Software, such Toolkit Software may include limited portions in source code (human-readable form) for which modifications are not supported by AVEVA.

7. TRANSFER OF SOFTWARE.

7.1. The Software is to be treated as a Single Party Product, tool or utility, as defined hereunder (i.e., no installation, no unregistered or unlicensed transfer, and no risk as to the results and performance of the Software). Project or Process Optimization and Unified Supply Chain—v4.6.14 July 2020 (JS)

Software Transfer. Customer may transfer the Software from one designated Device or Application Name Space to another for application development or for operation of the Software provided that: (i) the Software (including the License Files) is completely removed from the initial designated Device or Application Name Space prior to installing the Software on the second computer or Application Name Space, and (ii) the end-user identification information (including the identification and location of the designated Device) contained within the License File remains accurate. The Software may be used only on one Device or Application Name Space at a time, and the component parts of the Software may not be separated for use on more than one Device.

8. MULTIPLEXING AND POOLING.

The below terms and conditions shall apply to (i) AVEVA System Platform, formerly Wonderware, (ii) QI Analyst, (iii) AVEVA Enterprise Integration, (iv) AVEVA Recipe Management, (v) AVEVA Workload Management, (vi) AVEVA Batch Management, (vii) AVEVA BI Gateway, and (viii) AVEVA Manufacturing Execution System, formerly Wonderware:

Multiplexing and Pooling. Use of software or hardware that reduces the number of users or Seats directly or indirectly accessing or utilizing Server Software (sometimes called “multiplexing” or “pooling” software or hardware) does not reduce the number of CALs or Seats required. The required number of CALs or Seats would equal the number of distinct inputs to the multiplexing or pooling component part of the Software.

9. ADDITIONAL SOFTWARE SPECIFIC TERMS AND CONDITIONS.

The below terms and conditions shall apply to the below listed Software in addition to (and not in lieu of) any other terms and conditions set forth in the Agreement. If any terms in this Software Schedule that are not included in this Section is in conflict with the terms as contained in this Section 9, then the conflicting terms in this Section 9 shall govern.

9.1 AVEVA Workload Management:

(a) Restrictions.

(i) If Customer has licensed the Software on a Per Server/Core basis the Software may be installed on a single Server that will be the designated Device under the Agreement. The services of the Server Software are considered to be accessed or utilized when there is a direct or indirect connection between a Device and the Server Software running on the Server (regardless whether the Server Software is accessed or utilized using the Server Software, Third-Party Products or an application developed by Customer).

(ii) Alternatively, if access to the Server Software is licensed for use on a Client Connection basis, then each Client Connection can access a single instance of the services of the Server from any Device.

(b) Additional Use Restrictions.

(i) AVEVA Workload Management Developer Edition Software Use and Restrictions.

a. The AVEVA Workload Management Developer Edition license:

i. is limited to one (1) development seat;

ii. is limited to a specified number of Client Connections;

iii. is strictly limited to non-production purposes; and

iv. allows only a specific number of concurrent active workloads to be executed. The Software stops accepting more workloads if concurrency limits are exceeded - i.e. if more than the allowed number of workloads are either waiting or running.

(ii) AVEVA Workload Management Professional and Enterprise Software Use and Restrictions.

a. For Core Based Server Licenses:

i. an unlimited number of Client Connections can access the Server;

ii. use of the Software is limited by the number of Cores as defined in the authorization key, Transaction Document or License File or as identified in the operating system; and

iii. the Software must not be used as a hosting solution for third parties.

9.2 AVEVA InTouch HMI, formerly Wonderware.

(a) Software License.

(i) Equipment Count License Grant. Certain components of the Software are licensed according to the Equipment count. The maximum amount of Equipment that Customer may capture information about according to established functional requirements is limited to the number of Equipment specified for the Software licensed hereunder as specified in the License Schedule, Transaction Document or License Certificate.

(ii) License Restrictions.

Remote Desktop Server Edition Technology. If Customer uses Remote Desktop Server Edition or other technology to run two or more instances (copies) of the same Software on a single Server or Device then a separate license must be purchased for each instance (copy) of the Software being run.

(iii) Runtime Restriction. If the Software licensed under the Agreement is for “Runtime Use” then it may not be used either (a) to develop, and/or (b) in conjunction with, new applications, databases, or tables other than those contained in the specific application to which the “Runtime Use” license is granted. The license does not prohibit Customer from using a tool to run queries or reports from existing tables, or from using a separately licensed development environment to configure or extend such specific application.

9.3 AVEVA System Platform, formerly Wonderware.

(a) Software License.

(i) AVEVA System Platform, formerly Wonderware. An AVEVA System Platform license is limited by (i) the size of the Application Name Space, which is limited by the I/O Count, as defined in the License File, License Certificate or Transaction Document, and (ii) the number of separate Devices which the AVEVA System Platform, formerly Wonderware can be physically distributed across, which in turn is limited by the TS Session Count as defined in the License Certificate or Transaction Document. Additionally, (i) the AVEVA System Platform, formerly Wonderware license contains Software configured on multiple Servers and (ii) the Software contained in the license cannot be separated or upgraded separately from the AVEVA System Platform, formerly Wonderware license and (iii) license may not be used either (a) to develop, the Software or Application from one designated Device or Application Name Space to another for application development or for operation of the Software provided that: (i) the Software (including the License Files) is completely removed from the initial designated Device or Application Name Space prior to installing the Software on the second computer or Application Name Space.


9.4 AVEVA Development Studio, formerly Wonderware.

(a) Software Restrictions and Rights. A Toolkit Software license provides the ability to extend Software within the limits of the specific Toolkit License and as defined in the License Certificate. Subject to the then-current AVEVA licensing requirements, Customer may further distribute the application spaces from the Toolkit Software to other the non-commercial or non-commercial users of Software provided that Customer: (i) includes AVEVA’s copyright and other proprietary rights notices; (ii) indemnifies, holds harmless and defends AVEVA and AVEVA suppliers from and against any and all claims, including attorney’s fees, that arise or result from the use or distribution of the I/O servers, Extension Tools, SDK Tools or Customer’s products; (iii) agrees that all such items are provided “AS IS” without warranty of any kind, and (iv) otherwise comply with the terms and limitations of the Agreement.

(b) Remote Desktop Server Edition Technology. If Customer uses Remote Desktop Server Edition or other technology to run two or more instances (copies) of the same Software on a single Server or Device then a separate license must be purchased for each instance (copy) of the Software being run.

(c) Runtime Restriction. If the Software licensed hereunder is for “Runtime” use, then it may be used to run a specific application, and may not be used either (a) to develop, and/or (b) in conjunction with, new applications, databases, or tables other than those contained in the specific application to which the “Runtime Use” license is granted.

9.5 AVEVA Manufacturing Execution System, formerly Wonderware.

9.5.1 OPERATIONS.

(a) License Restrictions.

(i) In addition to any other license restrictions set forth in the Agreement for the Software, Customer’s license of the Software will be limited to the number of Concurrent User Logins and the specified Equipment/Segment set forth in the applicable Transaction Document.

9.5.2 PERFORMANCE.

(a) License Restrictions.

(i) In addition to any other license restrictions set forth in the Agreement for the Software, Customer’s license of the Software will be limited to the number of Concurrent User Logins and the specified Equipment/Segment set forth in the applicable Transaction Document.

9.5.3 QUALITY.

(a) License Restrictions.

(i) In addition to any other license restrictions set forth in the Agreement for the Software, Customer’s license of the Software will be limited to the number of Concurrent User Logins and the specified Equipment/Segment set forth in the applicable Transaction Document.

9.6 AVEVA BI Gateway.

(a) Software Restrictions.

(i) AVEVA BI Gateway Server. If the Software licensed by Customer hereunder includes a license for Software known as AVEVA BI Gateway Server, and/or OEM Version of Tableau Software, then it may only be used to run a specific application, and may not be used in a production environment except for AVEVA BI Gateway, formerly Wonderware, InTouch Runtime, AVEVA Historian Client and OEM Version of Tableau Software.

(ii) OEM Version of Tableau Software. AVEVA BI Gateway Clients allow connecting to a set of data sources as enabled in the AVEVA BI Gateway Analytics Client only if those data sources are configured in the AVEVA BI Gateway Analytics Client.

9.7 AVEVA Enterprise Integration.

(a) License Restrictions.

(i) Use Restrictions. Customer may transfer the Software from one designated Device to another for application development or for operation of the Software provided that: (i) the Software contained in the license cannot be separated or upgraded separately from the AVEVA System Platform, formerly Wonderware license and (ii) the end-user identification information including the identification and location of the designated Device contained within the License File remains accurate. AVEVA
Enterprise Integration Server is comprised of components in the form of services and DLLs. Those components may be distributed across more than one Device but only in their instance where they can be installed and active on a Device per AVEVA Enterprise Integration Server license.

9.8 AVEVA Edge

(a) Customer’s license allows Customer to install and use AVEVA Edge Software on a single Device.

9.9 AVEVA InduSoft Web Studio

(a) Customer’s license allows Customer to install and use AVEVA InduSoft Web Studio on a single Device.

(b) The following provisions apply if Customer obtained the Software from the Wind River Marketplace:

(i) ‘Wind River Marketplace’ means the Wind River Marketplace web application operated by or for Wind River Systems, Inc. (“Wind River”), where Wind River may post and distribute partner products to Wind River Marketplace partners.

(ii) Subject to Customer’s compliance with its obligations under the Agreement, AVEVA grants to Customer a royalty free, personal, non-transferable, non-exclusive, non-sublicensable, worldwide, limited royalty-free license to perform, display, and use the Software and any content contained in, accessed by, or transmitted through the Software for Customer’s internal business use, solely to evaluate the features, functionality and performance of the Software and solely with the Wind River product VxWorks 7.

(iii) The following disclaimers on behalf of AVEVA and Wind River are in addition to and not in lieu of any disclaimers set forth in the Agreement:

a. THE SOFTWARE IS PROVIDED AS IS WITHOUT WARRANTIES OF ANY KIND AND AVEVA, FOR ITSELF AND ON BEHALF OF WIND RIVER, HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY AVEVA, ITS DEALERS, DISTRIBUTORS, OR SOFTWARE EMPLOYED ON BE半 WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES GIVEN IN THE AGREEMENT, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.

b. AVEVA NOR WIND RIVER WARRANTS THAT THE SOFTWARE WILL MEET CUSTOMER’S REQUIREMENTS, THAT THE SOFTWARE WILL OPERATE COMBINED WITH OTHER THAN AS SPECIFIED IN THE DOCUMENTATION, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SOFTWARE WILL PROTECT AGAINST ALL POSSIBLE SECURITY THREATS, INTERNET THREATS, OR OTHER THREATS OR INTERRUPTIONS.

c. The following limitation of liability arising out of the Agreement:

i. NEITHER AVEVA NOR WIND RIVER SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INDUCED BY CUSTOMERS OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF AVEVA OR WIND RIVER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH IN THIS SCHEDULE (OR THE AGREEMENT) IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9.10 AVEVA Plant SCADA

(a) Software License

(i) License. For the purposes of the license of AVEVA Plant SCADA Software within Customer’s own product or a third-party product, provided that:

a. Customer includes Customer’s own valid copyright notice on all Customer’s Authorized Applications;

b. Customer does not remove or obscure any notice of copyright, trademark, patent or other industrial or intellectual property rights that appear on the Software Product as delivered to Customer or as may appear concerning the Software in the Authorized Applications or the anyone written documentation distributed with such copy of Customer’s Authorized Application.

c. Customer does not use AVEVA’s name, logo or trademarks to market or identify Customer’s Authorized Applications unless Customer is a separate party that has a separate agreement with AVEVA giving Customer such rights or AVEVA has given Customer its express prior written consent to do so.

d. Customer indemnifies, holds harmless, and defends AVEVA from and against any claims (including, based on warranty) or lawsuits, including attorneys’ fees, that arise out of or result from the use or distribution of Customer’s Authorized Applications, provided however that Customer’s contractual obligation of indemnification shall not extend to Customer if Customer’s or the User’s damages, injuries or the settlement amount attributable to AVEVA’s fault or to strict liability imposed upon AVEVA as a matter of law in any country (on either the federal or state level, when applicable) and further, theforegoing obligation of indemnification shall survive the expiry or termination of the Agreement.

e. Customer does not permit further redistribution of the Software (including Customer’s modifications there to) by third parties except as part of Customer’s Authorized Applications;

f. Customer concludes Customer’s own license agreement to grant the right to use Customer’s Authorized Applications to any third-party; and

g. Customer otherwise comply with the terms of the Agreement.

(ii) Embedding the Software. The Software may be embedded or otherwise integrated in the Software within Customer’s own product or a third-party product, provided that:

a. Customer has validly licensed the Software from AVEVA or its authorized resellers;

b. Customer performs such embedding or integration in a manner that complies with the terms of this Agreement;

c. Customer complies with respect to Customer’s own products and said party’s or third-party products, provided that each of such Embedding shall be performed in accordance with the Agreement.

(iii) Embedding the Software. Customer includes Customer’s own valid copyright notice on all Customer’s Authorized Applications unless Customer is a separate party that has a separate agreement with AVEVA giving Customer such rights or AVEVA has given Customer its express prior written consent to do so.

(iv) Where Software is embedded or otherwise integrated by Customer within Customer’s own product or a third-party product, Customer then ceases all use of the Software, whether direct, indirect, concurrent or otherwise.

9.11 AVEVA Production Management

(a) Software License

(i) License. For the purposes of the license of AVEVA Production Management Software all references to AVEVA will refer to Schneider Electric Software Australia Pty Limited ACN 113 112 744.

(ii) Client and Server License Grant. Server Software is licensed on a Per Server Concurrent Use basis, and may be installed on a single Server that will be the designated Device hereunder, and the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of concurrent sessions specified in the License Key. The services of the Server Software are considered to be accessed or utilized when there is a direct or indirect connection between a Device and the Server Software running on the Server (regardless whether the Server Software is accessed or utilized by the Device Software, Third-Party Products or an application developed by the Customer). One CAL is provided with a single Server license, which must be dedicated to a single Device. Additional CALs must be purchased for each specific Device that accesses or utilizes Server Software (which may access or utilize the services of the Server Software on any number of Servers running the Server Software) and each Per Device CAL must be dedicated to a single Device. Server Software is licensed on a Per Server Use basis. The maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is equal to the number of Device CALs that have been purchased and designated for use for each Device with that Server. CALs authorize access or use of only the specific Server Software instance with such Client license. If any Software is licensed on a Per Server Use basis, and accesses any database or data source, then Customer may be required to purchase the required access license for each database or data source accessed by Customer to purchase a required database or data source license is a material breach of the Agreement.

(iii) Software Update Utility. This Software includes a utility called the Schneider Electric Software Update (the “Utility”), which is located to AVEVA by Schneider Electric SA. The main function of this Utility is to notify the user when an update for the Software is available. Customer also allowed to and therefore also make it possible for Customer to participate in the AVEVA program to improve the user experience of its software. This improvement program means that the Utility informs AVEVA about: the hardware and software configuration of the user’s PC, which features and options of the software product and the Utility are using, access or utilize the services of the Server Software on any number of Servers running the Server Software.

(b) Authorized Application.

(i) For the purpose of the Agreement, ‘Authorized Application’s shall mean

- the segments of "in the form of services and DLLs. Those components may be distributed across more than one Device but only in their instance where they can be installed and active on a Device per AVEVA Enterprise Integration Server license."
- the following provisions apply if Customer obtained the Software from the Wind River Marketplace:
- the following disclaimers on behalf of AVEVA and Wind River are in addition to and not in lieu of any disclaimers set forth in the Agreement:
- the following limitation of liability arising out of the Agreement:
- the Software License:
- the Client and Server License Grant:
- the Software Update Utility:
- the Authorized Application:
those applications that Customer creates, develops or generates by using the Software (including its programming tool if any) or by loading in such applications, with or without modification, a library of the Software, provided that Customer has validly licensed said Software from AVEVA or its authorized resellers. Authorized Applications include, without this being limiting, applications written for the Software and applicable driver interface that Customer may provide to Customer’s own customers as part of or together with Customer’s Authorized Applications.

(ii) Notwithstanding the foregoing, any application precompiled with a Pre-Production Release or for demonstration, test or evaluation purposes, is not an Authorized Application.

(iii) Customer may distribute or otherwise make available Authorized Applications provided Customer complies with each of the requirements set forth below:

a. Customer includes Customer's own valid copyright notice on Customer’s Authorized Applications;

b. Customer does not remove or obscure any notice of copyright, trademark, patent or other intellectual or industrial property rights that appear on the Software Product as delivered to Customer or as may appear concerning the Software in the Authorized Application’s About Box and in any applicable written documentation distributed with each copy of Customer’s Authorized Applications;

c. Customer do not use AVEVA’s name, logo or trademarks to market or identify Customer’s Authorized Applications unless Customer is party to a separate agreement with AVEVA giving Customer such rights or AVEVA has given Customer its express prior written consent to do so;

d. Customer indemnifies, holds harmless, and defends AVEVA from and against any claims (including based on warranty) or lawsuits, including attorneys’ fees, that arise or result from the use or distribution of Customer’s Authorized Applications, provided however that Customer’s contractual obligation of indemnification shall not extend to the percentage of the claimant’s damages or injuries or the settlement amount attributable to AVEVA’s fault or to strict liability imposed upon AVEVA as a matter of law in any country (on either federal or state level, when applicable); the foregoing obligation of indemnification shall survive the expiry or termination of the Agreement;

e. Customer does not permit further redistribution of the Software (including Customer’s modifications thereto) by third parties except as part of Customer’s Authorized Applications;

f. Customer concludes Customer’s own license agreement to grant the right to use Customer’s Authorized Applications to any third party; and

g. Customer otherwise complies with the terms of the Agreement.


(a) Modification Restrictions

(i) In addition to any other license restrictions set forth in the Agreement for the Software, Customer may not modify the predefined AVEVA Energy Performance Intelligence Model unless the license for the Software is specified as an Open Intelligence Model in the applicable Transaction Document. If the license model for the Software is specified as an Open Intelligence Model, then any modification of the predefined AVEVA Energy Performance Intelligence Model will be limited to the addition of more dimensions and measures.

9.13 AVEVA Water Network Management.

(a) License Restrictions

(i) In addition to any other license restrictions set forth in the Agreement for the Software, Customer’s license of the Software will be limited to the number of concurrent users and the number of Tags that include Key Performance Indicators (“KPI”) and/or Key Operating Parameters (“KOP”) and/or Data Acquisition Points and set forth in the applicable Transaction Document, along with any limitations on the number of KPIs as defined in the KPI Manager, the number of cases defined in the decision manager, and/or the number of modeled applications that are unified in the operational data management model.

(ii) Customer agrees and acknowledges that any domain applications that are loaded with the Software will only be applied to one licensed AVEVA Performance Manager installation, either on a single server or in distributed environment.

9.15 AVEVA Line Performance.

(a) License Restrictions

(i) In addition to any other license restrictions set forth in the Agreement for the Software, Customer’s license of the Software will be limited to the number of Concurrent User Logins and the specified Equipment/Segment set forth in the applicable Transaction Document.

9.16 AVEVA Discrete Lean Management.

(a) Software License

(i) Line Count License Grant. The software is licensed according to the Line count. The maximum amount of Line that customer may capture information about according to established functional requirements is limited to the number of Line specified for the Software licensed under the Agreement as specified in the License File, Transaction Document or License Certificate.

(b) License Restrictions

(i) In addition to any other license restrictions set forth in the Agreement for the Software, Customer’s license of the Software will be limited to the Site set forth in the applicable Transaction Document.

9.17 AVEVA Telemetry Server Communication Drivers.

(a) Software License

(i) The set of AVEVA Telemetry Server Communication Drivers are a single node licensed software offering. A license is required for every node that the customer installs and runs an instance of Telemetry Server.

9.18 AVEVA Enterprise SCADA.

(a) Software License

(i) Customer’s license allows Customer to install and use AVEVA Enterprise SCADA Software solely on the System described in the Transaction Document for Customer’s ordinary internal business, under the terms and conditions herein.

(ii) In addition to any other license restrictions set forth in the Agreement for the Software, Customer’s license of the Software will be limited to the number of computers or workstations set forth in the applicable Transaction Document.

(b) License Restrictions

(i) Customer shall not copy the Software except to copy it onto the System and to make copies solely for backup purposes (with the inclusion of AVEVA’s copyright and/or proprietary notice). However, Customer may make copies of the documentation provided to Customer by AVEVA with the Software provided that such copies are for internal use only and include all of AVEVA’s copyright and/or proprietary notices. Customer shall keep accurate records of the number and location of each copy and shall ensure that no copies of the Software are removed to anywhere other than a Site.

(ii) Customer shall have the right to transfer, with AVEVA’s prior written consent (such consent not to be unreasonably withheld), use of the Software to a location other than a Site by sending prior written notice of the new location. Once transfer has been made, the new location shall become included in the definition of “Site(s)”.

(iii) Customer shall not use the Software without charge or prior consent at another location on a temporary basis if computer equipment at any Site becomes inoperative. Once the equipment at the original Site becomes operational, then Customer shall promptly return the Software to the original Site and shall discontinue use elsewhere.

(iv) Customer shall not use the Software for acquisition or processing of data on behalf of any Third Party outside permitted Customer’s ordinary internal business use without the consent of AVEVA.

9.19 AVEVA Commercial Advisor.

(a) Software License

(i) Customer’s license allows Customer and its Affiliates to use AVEVA Commercial Advisor Software solely on the System described in the Transaction Document for Customer’s ordinary internal business, under the terms and conditions herein.

(ii) In addition to any other license restrictions set forth in the Agreement for the Software, Customer’s license of the Software will be limited to the number of computers or work stations set forth in the applicable Transaction Document.

(b) License Restrictions

(i) Customer shall not copy the Software except to copy it onto the System and to make copies solely for backup purposes (with the inclusion of AVEVA’s copyright and/or proprietary notice). However, Customer may make copies of the documentation provided to Customer by AVEVA with the Software provided that such copies are for internal use only and include all of AVEVA’s copyright and/or proprietary notices. Customer shall keep accurate records of the number and location of each copy and shall ensure that no copies of the Software are removed to anywhere other than a Site.

(ii) Customer shall have the right to transfer, with AVEVA’s prior written consent (such consent not to be unreasonably withheld), use of the Software to a location other than a Site by sending prior written notice of the new location. Once transfer has been made, the new location shall become included in the definition of “Site(s)”.

(iii) Customer shall have the right to use the Software without charge or prior consent at another location on a temporary basis if computer equipment at any Site becomes inoperative. Once the equipment at the original Site becomes operational, then Customer shall promptly return the Software to the original Site and shall discontinue use elsewhere.

(iv) Customer shall not use the Software for acquisition or processing of data on behalf of any Third Party outside permitted Customer’s ordinary internal business use without the consent of AVEVA.