This AVEVA Software Schedule P&O APM M&C (EXCLUDING PROCESS OPTIMIZATION AND UNIFIED SUPPLY CHAIN) supplements and is incorporated into and made a part of that certain Order Form, by and between AVEVA and Customer, in which this Software Schedule is referenced. Capitalized terms used in this Software Schedule without definition have the same meanings ascribed to them in the Order Form, the AVEVA General Terms and Conditions (the “GTCs”), or the Software and Support Addendum as applicable.

1. APPLICABILITY

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

1.2 This Software Schedule applies solely to the Software listed in the Order Form in which the Software is referenced and prevail over any conflicting terms in the GTCs.

1.3 The Software can be ordered individually or collectively on an Order Form, and the Software is subject to the terms of the Order Form 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” will have the meaning set forth in Section 9.10(a)(ix)(b) or Section 9.11(b), as applicable.

2.3 “AVEVA Discrete Lean Management Line” means the predefined “Energy Performance Intelligence Model” is open for modification to bring in more dimensions and measures.

2.4 “AVEVA Discrete Lean Management Line Count” means a number of Line to be configured in Discrete Lean Management. This should be the biggest number among the maximum number of utilization data points, OEE objectives, OEE object, or CAL objective.

2.5 “Client Access License” or “CAL” means a usage license required for each Client that runs, accesses or utilizes, directly or indirectly, Software (or other specified services) running or otherwise 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, one Client will require multiple Client Connections (including the corresponding license fee) if the Client accesses, utilizes, directly or indirectly, multiple instances of Software.

2.9 “Concurrent User Logins” means the number of concurrent user login connections to licensed or deployed application Software at any time.

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

2.11 “Data Sources” means configurable data connectors used to connect to external data stores that 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 any documentation provided by AVEVA for the Software, in machine-readable form, including the technical documentation, program specification, user instructions, and/or any similar documentation.

2.14 “Entitlement 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 Entitlement License enables Customer to standardize all Customer sites on the specified Software.

2.15 “Equipment” means any physical asset, subcomponent or grouping 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” means a software object configured with software information management and data collection functionality in a single software database instance.

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 open for modification to bring in more dimensions and measures.

2.20 “I/O Count” means the maximum number of unique external data points that the Software is licensed to monitor at any given time.

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 User (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 only under the Agreement.

2.24 “License Key” means a code required to activate the Software.

2.25 “License Unit” means a unit of measurement used to determine the number of Reporting Points purchased by Customer that will be used to collect information about its assets.

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

2.27 “Named Device” means an identified, individual Device (or a server) whose tag is included in the License File.

2.27a “Named Device” means a specified, individual person and is unique to the individual. A Named User is not a particular tagon name, a group, an organization, part of a company or organization, or any other non-person entity.

2.28 “Open Intelligence Model” means the predefined “Energy Performance Intelligence Model” is open for modification to bring in more dimensions and measures.

2.29 “Per Device Use” also called “Per Seat Use” means Device licensing as specified in the Order Form, License File, or License Certificate wherein a Device is licensed to access or utilizes the services of the Server Software on an unlimited number of Servers running the Server Software. Customer must purchase a Per Device (“Per Seat”) License for each Device licensed for Per Device Use. This type of license is installed locally on the Device.

2.30 “Per Named Device” means Server Software licensed wherein one Named Device is licensed to access or utilize the services of the Server Software on an unlimited number of Servers running the Server Software.

2.31 “Per Named User” means Server Software licensed wherein one Named User using any Device is licensed to access or utilizes the services of the Server Software on an unlimited number of Servers running the Server Software.

2.32 “Per Server Use” also called “concurrent use” means Server 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 Order Form, License File, or License Certificate.

2.33 “Per Session Count Use” means Server licensing used in a Remote Desktop Server Environment wherein the number of Devices accessing or utilizing the services of the Software on a single Server is limited by the number of Sessions specified in the license purchased as defined in the Order Form, License File, or License Certificate. Per Session Use applies to Remote Desktop Server Edition technology.

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

2.35 “Platform Count” means the number of Devices that are licensed to host the Platform.

2.36 “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.

2.37 “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.

2.38 “Reporting Point” means an item that manages how and when data is captured from Customer’s data sources. Client applications retrieve data from the reporting point based upon module selection and filter conditions.

2.39 “Repository” means a logical or physical database or means of grouping and/or storing workloads.

2.40 “Runtime Report” means a discrete report active in the Software.

2.41 “Seats” means the exzOS, ES stations and non-xOS computers (if any), described in the Order Form with access to the RealTime Services and Historical Services and applications software installed on the servers forming part of the System.

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

2.43 “Server 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.

2.44 “Session Count” means the number of licensed AVEVA-based, Microsoft Remote Desktop Client (RDC) Sessions that have been established.

2.45 “Site License” means a license model that permits use of specified Software for a number of Customer’s employees at a specified site.

2.46 “Site(s)” means those locations at which the Software will run or be stored as backup as listed in the Order Form.

2.47 “Software Term” means the initial term and any subsequent renewal term(s) for the Software, as set forth in the applicable Order Form.

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

2.49 “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.

2.50 “Toolkit Software” means Software designated by AVEVA on the Order Form and/or License File as a “toolkit” AVEVA software product and that may include compiled computer code and sources of code that may be used by Customer to extend the functionality of the Software.

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

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

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

3. ADDITIONAL TERMS AND RESTRICTIONS

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

3.2 Limitation of Use in India. 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. Customer may install the Software for use only with one architecture and one operating system at any given time, consistent with the restrictions in the Agreement (including any License File, License Certificate or Order Form).

3.3 Replacement of License Released. If License Released, you must destroy all copies of all versions of any AVEVA License Certificates may be replaced for various purposes as agreed to by AVEVA and Customer. A Replacement License must be removed from any Device and its original License File, license 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....
(a) Version Upgrades – when an earlier or lower numbered version license is replaced by a newer or higher numbered version license. For example, a Software license with version 6.0 is replaced with a Software X license with a version 6.5.

(b) Functional Upgrades – when a license with certain Capacity and functionality is replaced by a license with a higher Capacity and functionality. For example, an InTouch 3000 Tag Count license is replaced by an InTouch 60000 Tag Count license; or an AVEVA Historian license is replaced by an AVEVA System Platform, formerly Wonderware license.

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

(d) Keyed License to Keyless License – when a License File locked to a hardware key is replaced by a License File unlocked from a hardware key.

3.4 OI Gateway Software Restrictions. OI Gateway Software is an application that acts as a communications protocol converter. OI Gateway Software may be purchased from AVEVA or directly by Customer for a single Device. Customer shall be required to purchase a unique AVEVA Software License Key link to tie AVEVA application software to clients and data sources that communicate using the following protocols: OPC (OLE for Process Control), SuiteLink, DDS (SDDE), as well as AVEVA System Platform, formerly Wonderware software.

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 such other software, applications, or other interfaces will require Customer to obtain from AVEVA a separate license (e.g., the appropriate CAL or Client Connection) for such usage of the application program interface.

3.6 AVEVA Trademarks. AVEVA retains all goodwill in and Customer has no rights in any AVEVA trademarks can be found at https://www.aveva.com/en/legal/trademarks/

4. VERSION LIMITATIONS.

The Software, and various components thereof, contain certain version numbers (such as version ‘6.5’). The Agreement permits Customer to install one copy of the Software, where in some Software may only be allowed in the same version number listed on the Order Form (or in an Update that is part of the Software licensed). Customer may install and use a copy of that component of the Software having a ‘6.5’ version number, but not a ‘6.6’ version number, and (b) some Software may only allow the same or lower version number as the Software version number listed on the License File or Order Form (or in an Update that is part of the Software licensed) on the number of computers authorized under the Agreement (for example, if the version number listed in the License File is ‘6.5’, then Customer may install a copy of that component of the Software having a ‘6.5’ version number, but not a ‘6.6’ version number).

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 will apply:

(a) If Customer has purchased the Software on a Per Server/Concurrent Use basis, then the Software may be installed on a single server that will be the designated Device under the Agreement, 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 usage as specified in the License File. The services of the Server Software are considered to be accessed or utilized when there is a direct or indirect access to the Server Software running on the Server (regardless 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 Software has been licensed on a Per Device Use basis, then the following additional terms and conditions will apply:

(a) If the 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 named or non-named remote Device(s) and/or concurrently through a single Device). The services of the Server Software are considered to be accessed or utilized when there is a direct or indirect access to the Server Software running on the Server (regardless 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.

5.3 Per Named User Basis. If the Software has been licensed on a Per Named User basis, then the following additional terms and conditions will apply:

(a) If the 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 period of 30 days before the allocation and identification of the Named User can be moved or transferred to a different, separate and unique individual. The identified Named User may activate only one instance of the Software of a Server from any Device at any location at any given point in time with each Named User CAL purchased. Multiple simultaneous instance activations of the services of a Server by a Named User requires an equal number of Named User CALs.

(b) CALs authorize access or use of only the specific Server Software associated with each CAL.

5.4 Per Server Use Basis. If the Software is licensed on a Per Server Use basis, then 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 with each Device with that Server. For the avoidance of doubt, one Device will require multiple CALs if the Device accesses or utilizes directly or indirectly, concurrent sessions of the services of the Server Software or any application program interface with such other software, applications, or other interfaces will require Customer to obtain from AVEVA a separate license (e.g., the appropriate CAL or Client Connection) for such usage of the application program interface.

5.5 Per Processor Use Basis. If the Software is licensed on a Per Processor Use basis, then for each processor residing on the Server, a separate Per Processor use license 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 Order Form, License File, or License Certificate, for each processor running on the Server.

5.6 Per Session Count Use Basis. 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 a given point in time is limited by the number of Sessions specified in the License File. For the avoidance of doubt, one Device will require multiple sessions (and corresponding licenses) if the Device accesses or utilizes, directly or indirectly, concurrent sessions of the services of the Server Software.

5.7 Per Core Use Basis. 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 Order Form, License File, or License Certificate, for each processor running on the Server.

5.8 Runtime Report Basis. 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, Order Form or License Certificate.

5.9 Single Facility/Single Device Basis. If the Software is licensed on a Single Facility/Single Device use basis, then the Software may only be installed and used on a single Device, which Device must be located at the Facility specified in the applicable Order Form. The Single Facility/Single Device use license may be subject to further restrictions as set forth in the applicable Order Form.

5.10 Enterprise License. If the Software is licensed on an Enterprise License basis, the duration, scope and pricing of such Enterprise license will be determined on a case-by-case 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 acknowledged by Customer. The written authorization will describe the duration, scope and license fees for the Enterprise License and Customer’s software support commitments under the Enterprise License.

5.11 Site License. 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 acknowledged by Customer. Among other things, the signed written authorization will describe the duration, scope and license fees for the Site License and Customer’s software support commitments under the Site License.

5.12 Facility License. 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 Order Form.

5.13 Educational License. If Customer wishes to acquire the Software for educational purposes only, please contact AVEVA or its authorized reseller serving the Customer’s country. In the case such license is identified as an academic or educational software, Customer must be a qualified educational user to be entitled to the Software; otherwise, Customer is not a qualified educational user and has no rights under this Agreement with respect to said academic or educational software. To determine whether a Customer is a qualified educational user, please contact AVEVA or its authorized reseller serving the Customer’s country. Once licensed to use said academic or educational Software, Customer may not sell or transfer any such Software or sub-license Customer’s license right to use the same to anyone except to another person who is qualified by AVEVA as a qualified educational user. As used in this Agreement, the term ‘person’ will be broadly interpreted to include without limitation any individual, any corporation, company or other legal entity.

5.14 License for Field-test/ Beta Version. If Customer has acquired a license for field-test/beta version purpose, Customer may install and use the Software licensed to Customer under such license is a pre-release software only. As such, said 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 a field-test/beta version license on computers in Customer’s workplace for only the purpose of testing said Software before it is commercialized by AVEVA and provides Customer with said Software and/or other rights, bugs or defects of said Software, it also agrees to use reasonable efforts to provide feedback to AVEVA regarding Customer’s use of the Software, including providing AVEVA with a prompt report of errors, bugs or defects that the software might find. Therefore, notwithstanding the contrary, Customer may not distribute or transfer any applications Customer creates with the Software licensed to Customer under a field-test/beta version license. AVEVA will not update the Software licensed to Customer under a field-test-beta version license, nor will AVEVA provide support in relation thereto. The Software licensed to Customer under a field-test-beta version license may contain code that will, after a certain time period, deactivate the Software and render it unusable. Although said Software may attempt to warn Customer of the time frame in which it will be disabled, Customer acknowledges and agrees that said AVEVA or its authorized reseller serving the Customer’s country, governed by this Agreement on the final release of said Software; and if when available from AVEVA, by paying to AVEVA the applicable license fee (if any) and obtaining from AVEVA the relevant activation code(s).

6. TOOLKIT SOFTWARE.

6.1 Toolkit Software includes any 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.

Upon a sale or other disposition of Software to a third party, all of the Software, including the Software installation media in a tangible medium, if any, and all related Licensed Material and Documentation will be conveyed to the third party. Customer agrees that all Software, including all copies of the Software and media (e.g., diskettes, compact discs, and other media), and all copies of the Documentation (e.g., in hardcopy, electronic, or online form), are the property of AVEVA and that each third party shall acquire no title, copyright, or other ownership interest in or to any Software or Documentation. Customer grants to the third party the right to use, reproduce, modify, create derivative works of, and distribute copies of only the Software corresponding to the Software license conditions. Any Software transferred under this Agreement will be used only by the third party. It is understood that a third party receiving a transfer of Software will not distribute the Software or any copies of the Software to others in a manner that would constitute a violation of the terms of this Agreement. This Agreement will bind the third party and will inure to the benefit of AVEVA and its successors and assigns.
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 information associated with the Device) stored within the License File remains accurate. The Software may only be used 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 will apply to: (a) AVEVA System Platform, formerly Wonderware, (b) QI Analyst, (c) AVEVA Enterprise Integration, (d) AVEVA Recipe Management, (e) AVEVA Work Tasks, (f) AVEVA Batch Management, (g) AVEVA Bi Gateway, (h) AVEVA Manufacturing Execution System, formerly Wonderware and (i) AVEVA Historian.

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 reduced number of CALs or Seats would equal the number of distinct inputs to the multiplexing or pooling software or hardware “front end”.

9. ADDITIONAL SOFTWARE SPECIFIC TERMS AND CONDITIONS.

The below terms and conditions will 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 9 conflict with the terms contained in this Section 9, then the conflicting terms in this Section 9 will govern.

9.1 AVEVA Work Tasks.

(a) Software License.

(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 regardless of whether the Server Software is accessed or utilized using the 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 Work Tasks Developer Edition Software Use and Restrictions.

The AVEVA Work Tasks Developer Edition license:

A. is limited to one (1) development seat;
B. is limited to a specific number of Client Connections;
C. is strictly limited to non-production purposes; and
D. allows only a specific number of concurrent active workflows to be executed. If the maximum number of workflows is exceeded the AVEVA Work Tasks software stops accepting additional workflows.

(ii) AVEVA Work Tasks Professional and Enterprise Use Restrictions and Core Based Server Licenses.

A. An unlimited number of Client Connections can access the Software;
B. use of the Software is limited by the number of Cores as defined in the authorization key, Order Form or License File as identified in the operating system and:
C. the Software must not be used as a hosting solution for third parties.

9.2 AVEVA InTouch HMI, formerly Wonderware.

(a) Software License.

Certain components of the Software are licensed according to the following:

(i) The Software is licensed for a single Application Name Space at a time, and the component parts of the Software may not be separated for use on more than one Device.

(ii) The following provisions apply only if Customer obtained the Software from the AVEVA Gateway:

A. The Company reserves the right to terminate the License as defined in the License Certificate. Subject to the then-current Subscription License as defined in the License Certificate. Subject to the then-current Subscription License as defined in the License Certificate.
B. The software provided that: (i) Customer captures 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 File. License Certificate.
C. AVEVA reserves the right to terminate the License as defined in the License Certificate. Subject to the then-current Subscription License as defined in the License Certificate.

(b) License Restrictions.

(i) Remote Desktop Server Edition Technology. If Customer uses Remote Desktop Server Edition on a Device for Application Name Spaces and/or 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 used.

(ii) Runtime Restriction. If the Software licensed under the Agreement is for “Runtime” use, then it may only be used to run a specific application, and may not be used other than to run an application. It is not in conflict with the new applications, databases, or tables other than those contained in the specific application to which the “Runtime” license relates. This provision 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) License Restrictions.

(i) AVEVA System Platform, formerly Wonderware, An AVEVA System Platform, formerly Wonderware Software license is limited by (A) the size of the Application Name Space, which in turn is limited by the I/O Count, as defined in the License File, License Certificate or Order Form, and (B) the number of separate Devices which the AVEVA System Platform, formerly Wonderware can be physically distributed across, which in turn is limited by the Platform Count as defined in the License File, License Certificate or Order Form, and (C) the number of TS Sessions 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 Order Form. Additionally, (1) the AVEVA System Platform, formerly Wonderware software license, cannot be installed by a third party on more than one computer, (2) the software contained in the license cannot be separated or upgraded separately from the AVEVA System Platform, formerly Wonderware license and (3) the license must be used within a single Application Name Space.

(ii) Galaxy Repository (GR) Access. The use of the Galaxy Repository (GR) Access interface and associated DBs by a Non-AVEVA client application is restricted to the physical device where the AVEVA Development Studio
9.10 AVEVA Plant SCADA

(a) Software License

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

(ii) Device and Server Software Grant. Server Software is licensed on a Per Server/Concurrent Use basis, and may be installed on a single Server that is to be the designated Device hereunder. 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 each Device - with the exception of the Server Software running on the Server (regardless whether the Server Software is accessed or utilized using 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 Device Software may 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 associated 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. Failure of 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 Utility ("the Utility"), which is licensed 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, and, the Utility also allows the Customer to participate in the Utility Configuration process and improve the user experience of AVEVA's products. Participating in 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 and the Utility are used; and any error reports relating to the Software and the Utility. AVEVA uses this information to speed up improvements to the products and features customers use most often. Customer may elect to receive automatic notifications of updates to the Software by selecting the Schneider Electric Software Update utility as one of the Core Components at installation of the Software. Further, the Customer may opt out of the Utility at any time after it has been installed by revoking participation in the Utility settings. The technical documentation for the Software provides information about the presence of the Utility in the Software, and specifically, what information is being collected; this documentation is available to Customer upon request to AVEVA.

The personal data, if any, collected by Schneider Electric through the Utility is subject to Schneider Electric’s Privacy Policy (located here: https://www.se.com/en/en/about-us/legal/data-privacy.jsp); any personal data received by AVEVA through the Utility is subject to AVEVA’s Privacy Policy (locatedhere: https://www.aveva.com/en/legal/privacy-policy/).

(b) Authorized Applications

(i) For the purposes of the Agreement, “Authorized Applications” will mean 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 modifying the Software, provided that Customer has validly licensed said Software from AVEVA or its authorized resellers. Authorized Applications include, without this being a limiting, applicable runtime engines for the Software and applicable driver interface that Customer may provide to Customer’s own customers as part of the Customer’s Authorized Applications. Authorized Applications may be loaded into or onto a local file (not on the Internet) which is then provided by Customer to Customer’s own customers as part of the Customer’s Authorized Applications.

(ii) Notwithstanding the foregoing, any application created 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 industrial or intellectual property rights that appear on the Software as delivered to Customer or as may appear concerning the Software in the Authorized Applications (About Box and in any applicable written documentation distributed with each copy of Customer’s Authorized Applications);

C. Customer does 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 providing for Customer’s use of AVEVA’s name, logo or trademarks in connection with Customer’s Authorized Applications.

D. Customer indemnifies, holds harmless, and defends AVEVA from and against any and all claims (including but not limited to attorneys’ fees, that arise or result from the use or distribution of Customer’s Authorized Applications;
Customer’s Authorized Applications, provided however that Customer’s contractual obligation of indemnification will not extend to the percentage of hours that AVEVA’s license is not in effect for any reason 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 will survive the expiry or termination of the Agreement;
E. Customer does not permit further redistribution of the Software (including Customer’s modifications) to any third party 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, any
G. Customer otherwise complies with the terms of the Agreement.

9.12 AVEVA Energy Performance. 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 Order Form. If the license specified 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. In addition to any other license restrictions set forth in the Agreement for the Software, Customer’s license of the Software will be subject to the limitation on the Water Flow Rate as set forth in the applicable Order Form.

9.14 AVEVA Performance Manager. (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 Order Form.

9.15 AVEVA Line Performance. 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 Order Form.

9.16 AVEVA Discrete Lean Management. (a) Software License. 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, Order Form or License Certificate. (b) In 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 Order Form.

9.17 AVEVA Telemetry Server Communication Drivers. The set of AVEVA Telemetry Server Communication Drivers are a single node licensed software offering. A license is granted by AVEVA to Customer is a network license. AVEVA’s copyright and/or proprietary notices. Customer will keep accurate records of the number and location of each copy and will ensure that no copies of the Software are removed to anywhere other than a Site.

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 Order Form for Customer’s ordinary internal business use, under the terms and conditions herein.

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 Order Form for Customer’s ordinary internal business use, under the terms and conditions herein.

9.20 AVEVA Historian (formerly Wonderware). (a) Software License. (i) An AVEVA Historian license is limited to: (i) the maximum Tag Count, as defined in the License File, License Certificate or Order Form, (ii) the number of separate Devices which the AVEVA Historian can physically be installed as defined in the License File, License Certificate or Order Form, and (iii) the amount of time stored data can be accessed as defined in the License File, License Certificate or Order Form. The AVEVA Historian license contains Software which can be installed on multiple computers. The Software contained in the license cannot be separated or upgraded separately from the AVEVA Historian license.

9.21 AVEVA Enterprise SCADA Management of Change. (a) Software License. (i) Customer’s license allows Customer and its Affiliates to use AVEVA Enterprise SCADA Management of Change Software solely on the System described in the Order Form for Customer’s ordinary internal business use, under the terms and conditions herein.

9.22 AVEVA Operations OPC UA Server (OPC UA Server). (a) Software License. (i) Customer may license the OPC UA Server in one of two ways: A. Flex. Customer may license the OPC UA Server as part of Flex-licensed AVEVA InTouch, AVEVA System Platform, AVEVA Plant SCADA, and AVEVA Operations Control (any edition), for no additional cost.

9.23 AVEVA Unified Operations Content Library and Industry Templates. 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 Order Form.


9.25 AVEVA Development Studio/Integration Studio, AVEVA Teamwork and AVEVA Insight, shall be accessed in accordance with the AVEVA Cloud Services Addendum.