AVEVA SOFTWARE SCHEDULE AVEVA™ PI System™

This AVEVA Software Schedule AVEVA™ PI System™ (the "Software Schedule") supplements and is incorporated into and made a part of any Order Form (or equivalent binding transaction document), by and between AVEVA and Customer, in which this Software Schedule is referenced and/or such Order Form (or equivalent) is subject to governing terms between AVEVA and Customer ("GTCs") that refer to the application of Software Schedules found on https://www.aveva.com/en/legal/. Capitalized terms used in this Software Schedule without definition have the same meanings ascribed to them in the Order Form, 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 Any terms in this Software Schedule apply solely to the AVEVA™ PI System™ and prevail over any conflicting terms in the GTCs.

1.3 The Software can be ordered individually or collectively on an Order Form, and each Software Product is subject to the terms of the Order Form in which the Software Schedule is referenced.

2. ADDITIONAL DEFINITIONS. The following capitalized terms used in this Software Schedule shall have the respective meanings specified below:

2.1 "**HA PI Servers**" means the high availability PI Server.

2.2 "**AVEVA Adapters**" means AVEVA's software applications which, similar to PI Interfaces and PI Connectors, collect data from sensors and send it to the PI Server, up to CONNECT data services, or through Edge Data Store (defined in Section 3.6). AVEVA Adapters are supported on both Linux and Windows operating systems and can be deployed on rugged devices to monitor remote assets.

2.3 "**AVEVA PI System Connectivity Pack**" means AVEVA's suite of data collection technologies that serve the AVEVA PI Data Infrastructure.

2.4 "**PI Data Archive**" means that component of PI Server that stores and archives time-series data and serves it throughout the PI System and Customer's information infrastructure.

2.5 "**PI Collection Suite**" means AVEVA's suite of data collection technologies that serve the PI System.

2.6 "**PI Connectors**" means AVEVA's software applications which, similar to PI Interfaces, collect data from sensors and control systems, collecting data streams (see Section 3.3(a)), and automatically creating a PI Asset Framework (AF) model for the Customer's asset.

2.7 "**AVEVA PI Data Infrastructure"** means AVEVA's suite of technologies that include AVEVA PI System Connectivity pack, AVEVA PI Server, CONNECT data services starter-sized subscription plan, and CONNECT visualization as indicated on the Order Form, and a standalone PI Test Server.

2.8 "**On-premises PI System**" (formerly PI Core) means AVEVA's locally-installed, on-premises PI System software suite of tools, including data collection, storage, visualization, and integration tools (see section 3.5) to interface with third party applications and cloud platforms.

2.9 "**AVEVA PI DataLink**" means AVEVA's add-in software visualization tool to Microsoft® Excel®, allowing for the import of Customer's PI Server data to Excel spreadsheets.

2.10 "**PI Interfaces**" means AVEVA's software applications that collect data from data sources provided by Customer, using specific device protocols, to the PI Server.

2.11 "**AVEVA PI Server"** means the real-time data storage, normalization, analytics, and notification engine at the heart of On-premises PI System.

2.12 "**AVEVA PI Vision**" means the intuitive web-client visualization tool with access to the PI Server data.

2.13 "**PI Visualization Suite**" means AVEVA's suite of On-premises PI System software applications for visualization, including AVEVA PI Vision and AVEVA PI DataLink, and may also include certain other legacy software applications.

2.14 "**AVEVA PI Client Pack**" means AVEVA's suite of On-premises PI System software applications for visualization, including AVEVA PI Vision and AVEVA PI DataLink

2.15 "**AVEVA PI Audit Reporter**" means AVEVA's add-on to PI System that provides the ability to consume and report on logs of PI Server activities for audit needs.

2.16 "**Power Production Capacity**" means the rated maximum power generation capacity, in megawatts, of the power production assets to be monitored that are contributing to the respective power production.

2.17 **"PSA"** is defined in Section 3.3(b)(iv).

2.18 "**RtReports Generator and RtReports Editor**" mean .NET Windows applications within RtReports used to generate or used to create and modify report specifications.

2.19 "**RtReports Server**" means the reporting product in addition to the PI System that manages and generates electronic batch reports, provides secure access to Customer process data and manages and audits any changes to Customer reporting rules.

2.20 "**PI to CONNECT (formerly PI to Data Hub) Agent**" means AVEVA's software that enables the transfer of data from on-premises PI Server to CONNECT data services.

2.21 **"PowerRunner Energy Platorm"** means PowerRunner's data governance and analytics application suite.

2.22 **"ForRunner"** means PowerRunner's forecasting, scheduling and prediction application.

2.23 **"RevRunner"** means PowerRunner's rate and revenue analytics application.

3. PI SOFTWARE.

3.1 Licensing Models.

(a) Licenses for the Software are either for a set term or subscription based.

(b) In consideration of full payment of the fees for the Software and subject to Customer's compliance with its obligations under the Agreement, AVEVA grants to Customer a personal, non-transferable, non-exclusive, non-sublicensable, limited license to Use the Software described in the Order Form for the Software Term and in accordance with the license model identified in such Order Form.

3.2 Data Collection.

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

(i) Licensing by node:

(1) A node refers to a host computer, either physical or virtual, on which Customer may install the Software. In other words, a node refers to a single instance of an operating system.

(2) Included with a node license is the right to deploy multiple instances of the Software on the single node for performance or other architectural reasons.

(ii) Licensing by connection. A connection refers to a link between one copy of the Software and another copy of the Software or a third-party data source.

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

(c) Additional Requirements. In addition, the following requirements apply to specific offerings:

(i) PI to PI Interface.

(1) Each connection is treated as unidirectional.

(2) For bi-directional data transfer, two licenses of PI to PI Interfaces are required.

(ii) PI to PI Interface and PI System Connector included with the AVEVA PI System Connectivity Pack can be used for any number of inbound and outbound data transfers of a PI Server licensed as part of AVEVA PI Data Infrastructure.

(iii) Certain PI Interfaces and PI Connectors are licensed via metrics specific or unique to the offering, e.g., number of phasor measurement units. Refer to the Documentation for a detailed description.

(iii) AVEVA Adapters are licensed by connection plus number of data streams, on an annual basis.

3.3 Storage.

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

(i) Licensing by node and data streams.

(1) A node refers to a host computer, either physical or virtual, on which you may install the Software. In other words, a node can be referred to a single instance of an operating system.

(2) If the number of nodes is not specified in the accompanying Documentation, you may only operate the Software on one node.

(3) Data streams are data tags or modules that are used by the Software to set up, configure, or store data or data structures.

(4) Data stream points are not transferrable within nor between products.

(ii) Licensing of supporting servers and add-ons.

(1) Supporting servers and PI Server add-ons are always associated with and configured to match a primary PI Server.

(2) Licensing is based on the node and the data stream points of the reference primary PI Server.

(iii) Aggregate Tag licensing model.

(1) AVEVA PI Data Infrastructure can be licensed according to the Aggregate Tag licensing model as one of the available licensing models.

(2) A requirement for the Aggregate Tag licensing model is for Customer to install and configure the PI to CONNECT (formerly PI to Data Hub) Agent with every installed PI Server that is included in the Aggregate Tag licensing model to report the daily tag count to CONNECT.

(3) For the Aggregate Tag licensing model, Customer shall commit to a minimum number of PI Server tags in a respective Aggregate Tag Tier as indicated in the relevant Order Form ("Aggregate Tag Tier Benchmark") for the Term, which can be deployed across Customer's entire deployment of PI Servers, irrespective of the amount of nodes or sites. This minimum aggregate tag count results in a monthly fixed charge as indicated in the Order Form for the Term. Customer may deploy any number of PI Servers that report their daily tag count to CONNECT using the PI to CONNECT (formerly PI to Data Hub) Agent.

(4) At any time, Customer's aggregate PI Server tag count may surpass the Aggregate Tag Tier Benchmark, and Customer shall be additionally charged Daily at the pre-set Overage Daily Rate for the relevant Aggregate Tag Tier as indicated in the Order Form.

(5) Under no circumstances may Customer decrease or downgrade the Aggregate Tag Tier Benchmark during the Term.

(6) The Aggregate Tag licensing model shall be subject to the specific Term as indicated in the Order Form.

(7) Customer's HA PI Server, Ancillary PI Server, Ancillary HA PI Server, or PI Test Server that are included with the Aggregate Tag licensing model do not count against the Aggregate Tag Tier Benchmark amount. These types of PI Servers are exempt from 3.3(a)(iii)(2) and are not required to report the tag count to CONNECT.

(8) AVEVA PI System Connectivity Pack included with the Aggregate Tag licensing model may only be used to input data into the AVEVA PI Data Infrastructure within the Aggregate Tag licensing model.

(9) PI to PI Interface and PI System Connector included with the AVEVA PI System Connectivity Pack can be used for any number of inbound and outbound data transfers of a PI Server within the Aggregate Tag licensing model.

(10) The PSA add-on included with the Aggregate Tag licensing model may only be used to access data of PI Servers within the Aggregate Tag licensing model.

(11) Ancillary PI Server, Ancillary HA PI Server, and Ancillary PSA included with the Aggregate Tag licensing model may only be used in support of the PI Servers within the Aggregate Tag licensing model.
(12) In the event that there is a disconnection of the PI to CONNECT (formerly PI to Data Hub) Agent to Customer PI Server(s), access to the AVEVA PI Data Infrastructure shall continue and both parties shall continue to comply with the terms of the Agreement, including Customer's fulfilment of its payment obligations; however, Customer shall promptly resolve the connection issues so that there is a connection between the PI to CONNECT (formerly PI to Data Hub) Agent and the relevant PI Server(s). Each disconnection between PI to CONNECT (formerly PI to Data Hub) Agent to a PI Server shall be provided with a maximum of a two (2) month period for the Customer to resolve the relevant disconnection between the PI to CONNECT (formerly PI to Data Hub) Agent and a PI Server.

(iv) Aggregate Tag, Capacity (Non-Reporting) licensing model.
(1) AVEVA PI Data Infrastructure can be licensed according to the Aggregate Tag, Capacity (Non-Reporting) licensing model as one of the available licensing models.
(2) Under the Aggregate Tag, Capacity (Non-Reporting) licensing model, each tag shall be accounted for per PI Server and per Customer site, and shall be bounded by tag counts in the Aggregate Tag, Capacity (Non-Reporting) Tier as agreed upon in the Order Form. This licensing model is tied to the sum of all fixed tag counts installed by the Customer, which shall not, at any time during the respective Term, exceed the respective Aggregate Tag Capacity (Non-Reporting) Tier, as agreed upon in the Order Form.
(3) The Aggregate Tag, Capacity (Non-Reporting) licensing model does not include a prerequisite of installing and configuring a PI to CONNECT (formerly PI to Data Hub) Agent for each PI Server to report daily tag usage to CONNECT.
(4) For the Aggregate Tag, Capacity (Non-Reporting) model, Customer shall commit to a maximum number of PI Server tags in a respective Aggregate Tag, Capacity (Non-Reporting) Tier as indicated in the relevant Order Form ("Aggregate Tag, Capacity (Non-Reporting) Tier") for the Term, which can be deployed across Customer's entire deployment of PI Servers, irrespective of the amount of nodes or sites. The Aggregate Tag, Capacity (Non-Reporting) Tier in the Order Form establishes the Customer's aggregate tag count and the resulting monthly fixed charge for the Term. Customer's aggregate PI Server tag count shall not exceed the Aggregate Tag, Capacity (Non-Reporting) Tier, as indicated in the Order Form, unless an amendment to the Order Form has been executed by the Customer and AVEVA.
(5) The Aggregate Tag, Capacity (Non-Reporting) licensing model does not allow for PI Servers with unlimited (uncapped) tag licenses. Only fixed capacity tag licenses for PI Servers are allowed.
(6) Under no circumstances may Customer decrease or downgrade the Aggregate Tag, Capacity (Non-Reporting) Tier during the Term.
(7) The Aggregate Tag, Capacity (Non-Reporting) model shall be subject to the specific Term as indicated in the Order Form.
(8) Customer's HA PI Server, Ancillary PI Server, Ancillary HA PI Server, or PI Test Server that are included with the Aggregate Tag, Capacity (Non-Reporting) licensing model are not accounted for in calculating the Customer's aggregate tag count against the Aggregate Tag, Capacity (Non-Reporting) Tier amount. These types of PI Servers are exempt from 3.3(a)(iv)(2) and (4).
(9) AVEVA PI System Connectivity Pack included with the Aggregate Tag, Capacity (Non-Reporting) licensing model may only be used to input data into the AVEVA PI Data Infrastructure within the Aggregate Tag, Capacity (Non-Reporting) licensing model.
(10) PI to PI Interface and PI System Connector included with the AVEVA PI System Connectivity Pack can be used for any number of inbound and outbound data transfers of a PI Server within the Aggregate Tag Capacity (Non-Reporting) licensing model.
(11) The PSA add-on included with the Aggregate Tag, Capacity (Non-Reporting) licensing model may only be used to access data of PI Servers within the Aggregate Tag, Capacity (Non-Reporting) licensing model.
(12) Ancillary PI Server, Ancillary HA PI Server, and Ancillary PSA included with the Aggregate Tag, Capacity (Non-Reporting) licensing model may only be used in support of the PI Servers within the Aggregate Tag, Capacity (Non-Reporting) licensing model.

(b) Additional Requirements. In addition, the following requirements apply to specific offerings:
(i) PI Test Server.
(1) Is a standalone server that matches the tag count of the purchased production PI Server of AVEVA PI Data Infrastructure (up to one million tags) and has a ninety (90) day data retrieval limit.
(2) Is used for testing or training purposes.
(3) Cannot be used in a production environment and is subject to a time-out or data access limitations.
(ii) Ancillary PI Server.
(1) Is used in a supporting role to a single licensed PI Server for validation or network architecture reasons, e.g., data diode requirement. An ancillary PI Server mirrors the configuration of the primary PI Server against which it is licensed.
(2) If the configuration of an ancillary PI Server becomes distinct from the PI Server it is meant to support, it is no longer an ancillary PI Server. It is instead an independent PI Server.
(3) Cannot be used as a roll-up server, e.g., central server pulling data from multiple servers.
(iii) High Availability (HA) PI Server.
(1) HA PI Servers are configured to form a collective with the primary PI Server.
(2) Members of an HA collective cannot be separated to operate as independent PI Servers.
(iv) PI System Access (PSA).
(1) PSA is a license to permit intermediary (non-AVEVA) software programs or devices to access data stored in the PI Server or supporting servers ("PSA").
(2) A PSA license is required:
• When deploying a non-AVEVA Software program, application, or device that programmatically accesses data stored in the PI Server or supporting servers.
(3) A PSA license is not required:
• When deploying the Software such as client tools or PI Integrators, AVEVA Adapters, and Edge Data Store.
(v) PI Collection Suite, PI Visualization Suite.
(1) Software licensed under PI Collection Suite can only be used to input data into the PI Server against which it is licensed.
(2) Software licensed under PI Visualization Suite can only be used to access data from the PI Server against which it is licensed.
(vi) AVEVA PI System Connectivity Pack, AVEVA PI Client Pack.
(1) Software licensed under AVEVA PI System Connectivity Pack can only be used to input data into the AVEVA PI Data Infrastructure against which it is licensed.

3.4 Client Tools.
(a) Offerings. Client tools are used to visualize and interact with data. Individual offerings may be licensed in one of the following ways:
(i) Licensing by Individual User. An individual user license allows the Software to be installed in physical and/or virtualized environments.
(1) The Software licensed by individual user may be installed on up to 2 personal computers; a primary computer and a single additional computer to facilitate home office or remote use.
(2) An installation from an individual user license cannot be used by multiple people at the same time.
(3) If Customer accesses individual user licensed Software through a terminal program or remote installation, each computer from which Customer is accessing the terminal program consumes one license. In other words, the number of licenses required is the same regardless of whether a terminal program is used.
(ii) Licensing by Named User.
(1) A named user refers to one person in the organization and their associated login account.
(2) The Software licensed by named user under this Software Schedule can be accessed from any device.
(3) Customer may reassign a named user account from one person to another provided that the reassignment occurs no sooner than 90 days since the last reassignment.
(b) Additional Requirements. In addition, the following requirements apply to specific offerings:
(i) PI Vision.
(1) "Named User – publisher" is a license for full display manipulation capabilities including creating, editing, and saving displays.
(2) "Named User – explorer" is a license to view and interact with displays. Permissions exclude the saving of displays.
(ii) Bundles.
(1) The license limitation applies to the bundle as a whole.
(2) Customer may not separate the products from the bundle and use them separately.
(c) RtReports.
(i) In using the RtReports Server, Customer may not exceed the number of connections with licensed PI Servers that Customer has purchased.
(ii) In using the RtReports Generator and Editor, Customer may not exceed the number of concurrent connections Customer has purchased. Concurrent connections refers to the maximum number of connections between the RtReports Generator or Editor and the RtReports Server Customer may make at any one time.

3.5 PI Integrators. PI Integrators are used for the purpose of integrating PI Server data with third-party tools such as Microsoft Power BI, Tableau, etc. Individual offerings are licensed as follows:
(a) Licensing by actively published data streams.
(i) Actively published data streams refers to PI Server data that has been published to a 3rd party software within the last 7 days.
(ii) Each installation requires a license. Licensing is not based on the aggregate data streams across installations.
(iii) The data streams may be from one or more licensed PI Servers.

3.6 Edge Data Store. The Edge Data Store facilitates collection, storing, exposing asset and sensor data streams. Each instance requires a license. Licensing is based on the aggregated data streams across an instance up to the number of data streams listed in the corresponding quote. The data streams may be aggregated from one or more data sources.

3.7 AVEVA PI Audit Reporter. AVEVA PI Audit Reporter facilitates the ability to report on logs of PI Server activities for audit needs. Each site requires a license. In the event of a regionalized or centralized PI System architecture, each site serving data to the regional or central PI Server(s) must have a license.

4. ADDITIONAL TERMS AND RESTRICTIONS.

4.1 Copying.
(a) Customer is authorized to store a reasonable number of offline copies of the Software and Documentation solely for recovery of the system from events, including hardware failure, operating system failure, or damage caused by malicious users or software.

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

(c) Unless specifically authorized in writing by AVEVA or expressly set out in the Agreement, copying of a component of the Software that enables one or more components of the Software (for example, authorization keys) and may also specify, as applicable, using virtualization technology is prohibited.

(d) Unless specifically authorized in writing by AVEVA or as expressly set out in the Agreement, 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. 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 Order Form or other document).

5. ADDITIONAL SOFTWARE SPECIFIC TERMS AND CONDITIONS. The below terms and conditions will apply to the below-listed Software only, and is hereby incorporated into and made a part of the respective Order Form that references the specific Software referenced in this Section 5. The following Additional Software Specific Terms and Conditions shall apply solely to the below-listed Software, and shall prevail over any conflicting terms in the GTCs as it pertains to the below-listed Software only.

5.1 **DIANOMIC FLEDGE, FOGLAMP APPLICATION OR FOGLAMP SUITE**.

(a) ADDITIONAL DEFINITIONS. The following capitalized terms used in this Section 5 of the Software Schedule shall have the respective meanings specified below:
  (i) "Data Points" means the number of Data Points per Customer Enterprise or Customer site, per year of the Term for which the Customer has entered into a subscription to the Software and is paying a subscription fee for access to the Software, as indicated in the relevant Order Form.
  (ii) "Dianomic Agreement" means the Dianomic Systems, Inc. License and Support Agreement, as referenced in Section 5.1(b)(ii) below.
  (iii) "Software" means the Fledge, FogLAMP Suite and FogLAMP Application software.
  (iv) "Term" means the number of years purchased by Customer beginning on the Order Form Effective Date for access to Software in the Order Form.

(b) AVEVA is authorized to resell the license of the Dianomic Fledge, FOGLAMP Application or FOGLAMP Suite to Customer subject to the following:
  (i) Licensing Models. Licenses for the Software are for the Term, subject to the amount of Data Points purchased by Customer per Customer Enterprise or Customer site, for each year of the Term, as indicated in the Order Form and subject to Customer's execution of the Dianomic Agreement.
  (ii) Each Customer must agree to the terms of the Dianomic Systems, Inc. License and Support Agreement with Dianomic Systems, Inc., as located at https://www.aveva.com/content/dam/aveva/documents/legal/policies/Dianomic-Standard-License-Agreement.pdf, in order to subscribe to and gain access to the Dianomic Software.