This AVEVA Software Schedule AVEVA™ PI System™ (the “Software Schedule”) 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 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:

- “AVEVA Software Schedule PI System-v1.3.1-July 2023 (KH)”
- “Customer” means any person or entity that orders the Software.
- “Order Form” means a written document in which the Software Schedule is referenced.
- “Software” means the Software Schedule.
- “Software Schedule” means the Software Schedule.
- “AVEVA” means AVEVA’s suite of On-premises PI System software.
- “AVEVA PI Data Infrastructure” means AVEVA’s suite of On-premises PI System software applications, including AVEVA PI Server, AVEVA Data Hub starter-sized subscription plan, and AVEVA Connect visualization services as indicated on the Order Form, and a standalone PI Test Server.
- “PI” 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 create a PI Asset Framework (AF) model for the Customer’s asset.
- “PSA” means AVEVA’s add-in software visualization tool to Microsoft® Excel, allowing for the import of Customer’s PI Server data to Excel spreadsheets.
- “Connectors” means AVEVA’s software applications that collect data from data sources provided by Customer, using specific device protocols, to the PI Server.
- “PI Test Server” means the intuitive web-client visualization tool with access to the PI Server data.
- “PI to Data Hub Agent” 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.

3. 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 Software by and between AVEVA and Customer, 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 V E V A  S W E R E D S C H E D U L E A V E V A ™ PI S Y S T E M ™

(1) 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.

(2) 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.
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.
(b) Actively published data streams refers to PI Server data that has been published to a 3rd party software within the last 7 days.
(c) Each installation requires a license. Licensing is not based on the aggregate data streams across installations.
(d) 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.

4. ADDITIONAL TERMS AND RESTRICTIONS.

(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 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.

DIAMONIC 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.

5.1 Dianomic Fledge, FogLAMP Application or FogLAMP Suite.

(a) 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 relevant 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/sa/aveva/documents/legal/policies/Dianomi c-Standard-License-Agreement.pdf, in order to subscribe to and gain access to the Dianomic Software.