

OSIsoft PI Cloud Services Offering Agreement

Last updated: December 2016

This OSIsoft PI Cloud Services Offering [Agreement](#) is between you or the entity you represent, or, if no such entity is designated by you in connection with a Subscription purchase or renewal, you individually (“you”) and OSIsoft, LLC (“OSIsoft”, “we”, “us”, or “our”) and consists of the below terms and conditions and the [Offer Details](#) for your Subscription, or renewal (together, the “Agreement”). It is effective on the date we provide you with confirmation of your Subscription or the date on which your Subscription is renewed as applicable. Key terms are defined in Section 10.

1. Use of the Offering.

- a. **Rights Granted.** We grant you the right to access and use the Offering and to install and use the Software included with your Subscription, as further described in this agreement.
- b. **Customer Solutions.** In addition to using the Offering in connection with your own business operations, you may also create and maintain a Customer Solution, which you may permit third parties to access and use, provided that the Customer Solution adds material functionality to the Offering and is not primarily a substitute for the Offering.
- c. **End Users.** You control access by End Users, and you are responsible for their use of the Offering in accordance with this [Agreement](#). For example, you will ensure End Users comply with the Acceptable Use section below.
- d. **Reservation of Rights.** We reserve all rights that have not been expressly granted in this [Agreement](#).
- e. **Acceptable Use.** You may use the Offering only in accordance with this [Agreement](#). In connection with use of the Offering, neither you nor those that access the Offering through you may:
 - i. reverse engineer, decompile, disassemble, or work around technical limitations in the Offering, except to the extent that applicable law permits it despite these limitations;
 - ii. disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters your use of the Offering;
 - iii. rent, lease, lend, resell, transfer, or sublicense the Offering or any portion thereof to or for third parties, except as permitted by this [Agreement](#) or another agreement executed by both Parties;
 - iv. violate any law, regulation, governmental order or decree;
 - v. violate the rights of others;
 - vi. try to gain unauthorized access to or disrupt any service, data, account or network by any means;
 - vii. falsify any protocol or email header information (e.g., “spoofing”);
 - viii. spam or distribute malware;
 - ix. harm the Offering or impair anyone else’s use of them;

- x. or for any high risk use (where failure or fault of the Offering could lead to death or serious bodily injury of any person, or to severe property or environmental damage).
- f. **Customer Data.** You are solely responsible for the content of all Customer Data. You will secure and maintain all rights in Customer Data necessary for us to provide the Offering to you without violating the rights of any third party or otherwise obligating OSISOFT to you or to any third party. OSISOFT does not and will not assume any obligations with respect to Customer Data or to your use of the Offering other than as expressly set forth in this [Agreement](#) or as required by applicable law.
- g. **Responsibility for Your Accounts.** You are also responsible for maintaining the confidentiality of any non-public authentication credentials associated with your use of the Offering. You must promptly notify our customer support team about any possible misuse of your accounts or authentication credentials or any security incident related to the Offering.
- h. **Updates.** We may make changes to the Offering from time to time. We will provide you with notice prior to any renewal of your subscription before removing any core functionality (excluding Previews), unless security, legal, or system performance considerations require an expedited removal.
- i. **Preview Releases.** We may make available Previews. PREVIEWS ARE PROVIDED "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE," AND ARE EXCLUDED FROM THE SLAS AND LIMITED WARRANTY. Previews may not be covered by customer support. Previews may be subject to reduced or different security, compliance, and privacy commitments. We may change or discontinue Previews at any time without notice. We also may choose not to release a Preview into "General Availability."

2. Security, Privacy and Data Protection.

- a. **Security.** We maintain appropriate technical and organizational measures, internal controls, and data security routines intended to protect Customer Data against accidental loss or change, unauthorized disclosure or access, or unlawful destruction. Additional information about security can be found in the security section of the [Offer Details](#). You are wholly responsible for configuring your Customer Solution to ensure adequate security, protection, and backup of Customer Data.
- b. **Privacy and Data Location.** We treat Customer Data in accordance with our [Privacy Statement](#). Subject to any restrictions set forth in the Privacy Statement, we may transfer to, store, or process Customer Data in any country where we or our Affiliates or subcontractors have facilities that provide or support the Offering. We are a data processor (or sub-processor) acting on your behalf, and you appoint us to do these things with Customer Data in order to provide the Offering to you. You will obtain any necessary consent from End Users or others whose personal information or other data you will access, publish, store, reproduce or host using the Offering.
- c. **Ownership of Customer Data.** Except for Software we license to you, as between the parties, you retain all right, title, and interest in and to Customer Data. We acquire no rights in Customer Data, other than the right to host Customer Data within the Offering, including the right to use and reproduce Customer Data solely as necessary to provide the Offering.
- d. **Third-party Requests.** We will not disclose Customer Data to a third party (including law enforcement, other government entity, or civil litigant; excluding our subcontractors) except as you direct or unless required by law. Should a third party contact us with a demand for Customer Data, we will attempt to redirect the third party to request that data directly from you. As part of this effort, we may provide your basic contact information to the third party. If legally compelled to disclose Customer Data to a third party,

we will promptly notify you and provide a copy of the demand, unless legally prohibited from doing so. You are responsible for responding to requests by third parties regarding your use of the Offering, such as requests to take down content under the Digital Millennium Copyright Act.

e. **Subcontractors.** We may hire other companies to provide limited services on our behalf, such as customer support. Any such subcontractors will be permitted to obtain Customer Data only to deliver the services we have retained them to provide, and they are prohibited from using Customer Data for any other purpose. We remain responsible for our subcontractors' compliance with the obligations set forth in this [Agreement](#).

f. **Compliance with Law.** We will comply with all laws applicable to our provision of the Offering, including applicable security breach notification laws, but not including any laws applicable to you or your industry that are not generally applicable to information technology services providers. You will comply with all laws applicable to your Customer Solution, Customer Data, and your use of the Offering, including any laws applicable to you or your industry.

3. Purchasing an Offering.

a. **Available Subscription Offers.** The Portal provides Offer Details for available Subscription offers, which generally can be categorized as one or a combination of the following:

i. **Commitment Offering.** You commit in advance to purchase a specific quantity for use during a Term and to pay upfront or on a periodic basis during the Term in advance of use. Additional or other usage (for example, usage beyond your commitment quantity) may be billed like a Consumption Offering.

ii. **Consumption Offering** (also known as Pay-As-You-Go). You pay based on actual usage in the preceding month with no upfront commitment. Payment is on a periodic basis in arrears.

iii. **Limited Offering.** You receive a limited quantity of Offering for a limited term without charge (for example, a free trial) or as part of another OSIssoft offering (for example, OSIssoft's Connected Services Agreement Program). Provisions in this [Agreement](#) with respect to pricing, cancellation fees, payment, and data retention may not apply.

b. **Ordering.** By ordering or renewing a subscription, you agree to the [Offer Details](#) for that Subscription offer. You may place orders for your Affiliates under this [Agreement](#) and grant your Affiliates administrative rights to manage subscriptions, but Affiliates may not place orders under this [Agreement](#) directly to us. If you grant any rights to Affiliates with respect to your subscription, such Affiliates shall be bound by this [Agreement](#) and you agree to be jointly and severally liable for any actions of such Affiliates related to their use of the Offering.

c. **Pricing and Payment.** Payments are due and must be made according to the [Offer Details](#) for your Subscription.

i. For Commitment Offerings, the price level may be based on the quantity of Offering you ordered. Some offers may permit you to modify the quantity of Offering ordered during the Term and your price level may be adjusted accordingly, but price level changes are not retroactive. During the Term of your Subscription, prices for Offering will not be increased, as to your Subscription, from those posted in the Portal at the time your commitment period

- commenced or renewed, except for Previews where prices are identified as temporary. All prices are subject to change at the beginning of any Subscription renewal.
- ii. For Consumption Offerings, pricing is subject to change at any time upon notice.
- d. **Renewal.** Upon renewal of your Subscription, this [Agreement](#) will terminate and your Subscription will thereafter be governed, by the terms and conditions set forth on the Portal on the date on which your Subscription is renewed (the "Renewal Terms"). If you do not agree to any Renewal Terms, you may decline to renew your Subscription.
- i. For Commitment Offerings, you may choose to have a Subscription automatically renew or terminate upon expiration of the Term. Automatic renewal is pre-selected. You can change your selection at any time during the Term. If the existing Term is longer than one calendar month, we will provide you with written notice of the automatic renewal before the expiration of the Term.
 - ii. For Consumption Offerings, the Subscription renews automatically at the end of every month until you terminate the Subscription.
 - iii. For Limited Offerings, renewal may not be permitted.
- e. **Taxes.** Prices are exclusive of any taxes. You shall pay any applicable value added, goods and services, sales, or like taxes that are owed with respect to any order placed under this [Agreement](#) and which we are permitted to collect from you under applicable law. You shall be responsible for any applicable stamp taxes and for all other taxes that you are legally obligated to pay including any taxes that arise on the provision of the Offering to your Affiliates. We shall be responsible for all taxes based on our net income or on our property ownership. If any taxes are required to be withheld on payments you make to us, you may deduct such taxes from the amount owed to us and pay them to the appropriate taxing authority, provided however that you promptly secure and deliver an official receipt for those withholdings and other documents we reasonably request to claim a foreign tax credit or refund. You will make certain that any taxes withheld are minimized to the extent possible under applicable law.

4. Term, Termination and Suspension.

- a. **Agreement Term and Termination.** This [Agreement](#) will remain in effect until the expiration, termination, or renewal of your Subscription, whichever is earliest.
- b. **Subscription Term and termination.** You may terminate this Subscription at any time during its Term; however, you must pay all amounts due and owing before the termination is effective, and no refunds will be provided.
 - i. One-month Subscription. A Subscription with a one-month Term may be terminated at any time without any cancellation fee.
 - ii. Subscriptions of more than one month. If you terminate a Subscription within 30 days of the date on which the Subscription became effective or was renewed, you must pay for the initial 30 days of the Subscription, but no payments will be due for the terminated portion of the Subscription. If you terminate a Subscription at any other time during the Term, you must pay for the terminated portion of the Subscription as set forth in the [Offer Details](#) for your Subscription.

- iii. **Limited Offering.** This [Agreement](#) will terminate if the agreement under which a Subscription was provided expires or is otherwise terminated.
- c. **Customer Data Return and Deletion.** When a Subscription expires or terminates, we will retain any Customer Data you have not deleted for at least 90 days so that you may extract it, except for free trials, where we may delete Customer Data immediately without any retention period. You remain responsible for all storage and other applicable charges during this retention period. Following the expiration of this retention period, we may delete all Customer Data, including any cached or back-up copies. Any retention period longer than 90 days will be noted in the [Offer Details](#). You agree that we have no additional obligation to continue to hold, export or return Customer Data and that we have no liability whatsoever for deletion of Customer Data pursuant to these terms.
- d. **Regulatory.** In any country where any current or future government regulation or requirement applies to us, but not generally to businesses operating there, presents a hardship to us operating the Offering without change, and/or causes us to believe this [Agreement](#) or the Offering may be in conflict with any such regulation or requirement, we may change the Offering or terminate this [Agreement](#). If we use this subsection 4(d) of the [Agreement](#) to change the Offering, then you may terminate this [Agreement](#).
- e. **Suspension.** We may suspend your use of the Offering if: (1) it is reasonably needed to prevent unauthorized access to Customer Data; (2) you fail to respond to a claim of alleged infringement under Section 6 within a reasonable time; (3) you do not pay amounts due under this [Agreement](#); or (4) you do not abide by the Acceptable Use Policy stated in paragraph 1(e) or you violate other terms of this [Agreement](#). If one or more of these conditions occurs, then:
 - i. For Limited Offerings, we may suspend your use of the Offering or terminate your Subscription and your account immediately without notice.
 - ii. For all other Subscriptions, a suspension will apply to the minimum necessary part of the Offering and will be in effect only while the condition or need exists. We will give notice before we suspend, except where we reasonably believe we need to suspend immediately. We will give at least 14 days' notice before suspending for non-payment. If you do not fully address the reasons for the suspension within 14 days after we suspend, we may terminate your Subscription and delete your Customer Data without any retention period. We may also terminate your account if your use of the Offering is suspended more than twice in any 12-months period.

5. Warranties.

- a. **Limited Warranty.** We warrant that the Offering will meet the terms of the Service Level Agreements (SLAs) specified in the [Offering Details](#) during the Term. Your only remedies for breach of this warranty are those in the SLAs.
- b. **Limited Warranty Exclusions.** This limited warranty is subject to the following limitations:
 - i. any implied warranties, guarantees, or conditions not able to be disclaimed as a matter of law will last one year from the start of the limited warranty;

- ii. this limited warranty does not cover problems caused by accident, abuse, or use of the Offering in a manner inconsistent with this [Agreement](#) or our published documentation or guidance, or resulting from events beyond our reasonable control;
- iii. this limited warranty does not apply to problems caused by any failure to meet minimum system requirements; and
- iv. this limited warranty does not apply to Previews or free offerings.

DISCLAIMER. Other than this warranty, we provide no warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability or fitness for a particular purpose. These disclaimers will apply except to the extent applicable law does not permit them.

6. Defense of Claims.

a. Defense.

- i. We will defend you against any claims made by an unaffiliated third party that the Offering infringes the third party's patent, copyright, or trademark or makes unlawful use of its trade secret.
- ii. You will defend us against any claims made by an unaffiliated third party that (1) any Customer Solution or Customer Data infringes the third party's patent, copyright, or trademark or makes unlawful use of its trade secret; (2) arise from violation of paragraph 1(e)—acceptable use.

b. **Limitations.** Our obligations in subsection 6(a) will not apply to a claim or award based on: (i) the Customer Solution, Customer Data, Non-OSIsoft Products, modifications you make to the Offering, or materials you provide or make available in the course of using the Offering; (ii) your combination of the Offering with, or damages based upon the value of, a Non-OSIsoft Product, data, or business process; (iii) your use of a OSIsoft trademark without our express written consent, or your use of the Offering after we notify you to stop due to a third-party claim; or (iv) your redistribution of the Offering to, or use for the benefit of, any unaffiliated third party.

c. **Remedies.** If we reasonably believe that a claim under subsection 6(a)(i) may bar your use of the Offering, we will seek to: (i) obtain the right for you to keep using it; or (ii) modify or replace it with a functional equivalent. If these options are not commercially reasonable, we may terminate your rights to use the Offering and then refund any advance payments for unused Subscription rights.

d. **Obligations.** Each party must notify the other promptly of a claim under this Section 6(i) The party seeking protection must (1) give the other sole control over the defense and settlement of the claim; and (2) give reasonable help in defending the claim. (ii)The party providing the protection will (1) reimburse the other for reasonable out-of-pocket expenses that it incurs in giving that help and (2) pay the amount of any resulting adverse final judgment (or settlement that the other consents to). The parties' respective rights to defense and payment of judgments or settlements under this Section are in lieu of any common law or statutory indemnification rights or analogous rights, and each party waives such common law rights.

7. Limitation of Liability.

- a. **Limitation.** The aggregate liability of each party under this agreement is limited to direct damages up to the amount paid under this [Agreement](#) for the Offering giving rise to that liability during the 12 months before the liability arose, or for the Offering provided free of charge, Five Thousand United States dollars (\$5,000.00 USD).
- b. **EXCLUSION.** Neither party will be liable for indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for lost profits, revenues, business interruption, or loss of business information, even if the party knew that such damages were possible.
- c. **Exceptions to Limitations.** The limits of liability in this Section apply to the fullest extent permitted by applicable law, but do not apply to: (1) the parties' obligations under Section 6 or subsection 9(m); or (2) violation of the other's intellectual property rights.

8. Software.

- a. **Software Provided for Use on Devices.** Software provided to you in connection with the Offering may only be used by you to access or use the Offering and not on a standalone basis. You may install such Software on as many devices as necessary to use the Offering.
- b. **Effect of Termination or Expiration on Software.** If this agreement or the related Subscription is terminated or expires, then you must delete all copies of Software and destroy any associated media.
- c. **Other Rights.** Your rights to access Software on any device do not give you any right to implement OSIssoft patents or other OSIssoft intellectual property in software or devices that access that device.

9. Miscellaneous.

- a. **Notices.** You must send notices by mail to the address below:

COPIES SHOULD BE SENT TO:

OSIssoft, LLC

Legal Department

1600 Alvarado Street

San Leandro, CA 94577 - USA

Via Facsimile: (510) 295.2444

You agree to receive electronic notices from us, which will be sent by email to the account administrator you specify in the Portal. Notices are effective on the date on the return receipt or, for email, when sent. You are responsible for ensuring that the account administrator email address that you specify in the Portal is accurate and current, and you agree that any email notice that we send to such email address will be effective when sent, whether or not you actually receive the email.

- b. **Assignment.** You may not assign this agreement either in whole or in part.

- c. **Severability.** If any part of this agreement is held unenforceable, the rest remains in full force and effect.
- d. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver.
- e. **No Agency.** You and OSIssoft are independent contractors. This agreement does not create an agency, partnership, or joint venture.
- f. **No Third-party Beneficiaries.** There are no third-party beneficiaries to this agreement.
- g. **Applicable Law.** This agreement is governed by State of California law, without regard to its conflict of laws principles, except that (i) if you are a U.S. Government entity, this agreement is governed by the laws of the United States, and (ii) if you are a state or local government entity in the United States, this agreement is governed by the laws of that state.
- h. **Dispute Resolution.** Any action to enforce this agreement must be brought in the State of California. This choice of jurisdiction does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to violation of intellectual property rights.
- i. **Entire Agreement.** This [Agreement](#) is the entire [Agreement](#) concerning its subject matter and supersedes any prior or concurrent communications.
- j. **Survival.** The following provisions will survive this agreement's termination or expiration: 1(c)–(f), 2(b)–(g), 3(e), 4(b)–(c), sections 5–7, 8(c), and sections 9–10.
- k. **U.S. Export Jurisdiction.** The Offering is subject to U.S. export jurisdiction. You must comply with all applicable laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use and destination restrictions issued by U.S. and other governments.
- l. **Force Majeure.** Neither party will be liable for any failure in performance due to causes beyond its reasonable control including, without limitation, acts of God and regulatory authorities.
- m. **Modifications.** We may modify this agreement at any time by posting a revised version on the legal information section of the Portal or an alternate site we identify or by notifying you in accordance with subsection 9(a). Modified terms that relate to changes or additions to the Offering or that are required by law will be effective immediately, and by continuing to use the Offering you will be bound by the modified terms. All other modified terms will be effective upon renewal (including automatic renewal) of an existing Subscription or order for a new Subscription.

10. Country-specific General Terms determined by location.

If you are located in any of the countries identified below, the following country-specific provisions replace or supplement the equivalent provisions above as noted:

Any country located in the continent of Africa or in the European Union.

Applicable Law. This Agreement will be governed by and construed in accordance with the laws of England. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.

When bringing an action to enforce this Agreement in any of the above-listed countries, (including any agreement incorporating these terms), the parties agree the action will finally be resolved by arbitration in accordance with the terms of this section. The decision of an arbitrator shall be final, binding, and incontestable and may be used as a basis for judgment thereon in the above-named countries or elsewhere. To the fullest extent permitted by applicable law, the parties waive their right to any form of appeal or other similar recourse to a court of law. These choices of venue do not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in London, England in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC), which rules are deemed to be incorporated by reference into this section. The arbitration shall be conducted by one arbitrator to be appointed by in accordance with ICC Rules. Arbitration proceedings shall be conducted in English.

Exclusions. In no event will either party be liable for loss of profits or loss of anticipated savings (in either case whether direct or indirect), indirect, incidental, special, punitive, or consequential damages, including loss of use, or interruption of business, however caused or on any theory of liability.

Liability for death or personal injury. Nothing in this Agreement shall exclude liability for death or personal injury caused by negligence or liability for fraudulent misrepresentation.

Australia, Bangladesh, India, Indonesia, Japan, Korea, New Zealand, the People's Republic of China, the Philippines, Sri Lanka, Thailand, and Vietnam.

Dispute resolution. When bringing an action to enforce this Agreement in any of the above-listed countries, (including any agreement incorporating these terms), the parties agree the action will finally be resolved by arbitration in accordance with the terms of this section. The decision of an arbitrator shall be final, binding, and incontestable and may be used as a basis for judgment thereon in the above-named countries or elsewhere. To the fullest extent permitted by applicable law, the parties waive their right to any form of appeal or other similar recourse to a court of law. These choices of venue do not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction. The language of arbitration shall be English. In addition, the following terms apply for the countries listed below.

Australia, Bangladesh, Indonesia, Japan, Korea, New Zealand, Sri Lanka, Thailand, and Vietnam. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC"), which rules are deemed to be incorporated by reference into this section. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of SIAC. Arbitration proceedings shall be conducted in English.

India. The arbitration shall be in accordance with the International Arbitration Rules of the Singapore International Arbitration Centre ("SIAC"), which rules are deemed to be incorporated by reference into this subsection. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of SIAC. The language of arbitration shall be English and the venue of arbitration shall be Singapore. The decision of the arbitrator shall be final and binding. The courts of New Delhi shall have exclusive jurisdiction to entertain any suits relating to enforcement of the award and/or for award of any interim protection.

The People's Republic of China ("PRC"). Any dispute arising out of or in connection with this agreement (including any Supplemental Agreement), including any question regarding its existence, validity or termination, will be submitted to binding arbitration at the China International Economic and Trade Arbitration Commission in Beijing ("CIETAC") in accordance with its rules in effect from time to time.

The Philippines. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC"), which rules are deemed to be incorporated by reference into this section. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of SIAC.

11. Definitions.

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under common ownership with a party. **"Ownership"** means, for purposes of this definition, control of more than a 50% interest in an entity.

"Consumption Offering", "Commitment Offering", or "Limited Offering" describe categories of Subscription offers and are defined in Section 3.

"Customer Data" means all data, including all text, sound, software, or image files that are provided to us by, or on behalf of, you or your Affiliates through your use of the Offering.

"Customer Solution" means any application you run in connection with the Offering.

Any reference in this agreement to **"day"** will be a calendar day.

"End User" means any user of a Customer Solution, or any person permitted by you to access Customer Data hosted in Offering or otherwise use the Offering.

"Non-OSIsoft Product" means any software, data, service, website or other product licensed, sold or otherwise provided to you by an entity other than us, whether you obtained it via our Offering or elsewhere.

"Offer Details" means the pricing and related terms applicable to a Subscription offer, as published in the Portal.

"Portal" means the online portal from which you sign up for an offering at www.picloudservices.com or at an alternate site that we identify.

"Previews" means preview, beta, or other pre-release versions of the Offering or Software offered by OSIsoft to obtain customer feedback.

"Privacy Statement" means the OSIsoft Cloud Services Privacy Statement, published at www.picloudservices.com or at an alternate site that we identify.

"Offering" means one or more of the OSIsoft Cloud services or features made available to you under this agreement by OSIsoft and identified on the Portal.

"SLAs" means the commitments we make regarding delivery or performance of the Offering, as published in the service level agreements specified in the applicable Offer Details or at an alternate site that we identify.

"Software" means OSIsoft software we provide to you as part of the Offering for use with the Offering.

"Subscription" means an enrollment for Offering for a defined Term as specified on the Portal. You may purchase multiple Subscriptions, which may be administered separately and which will be governed by the terms of a separate OSIssoft agreement.

"Term" means the duration of a Subscription (for example, 30 days or 12 months).

"We" and **"us"** means OSIssoft, LLC and its affiliates, as appropriate.

"You" and **"your"** means the entity entering into this agreement to use the Offering.