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Software Reliance Program Terms

1. Services

1.1 Designated System Manager. As a condition to OSIsoft's performance of the Software Reliance Program, Licensee must designate one or more "System Manager(s)" as the individual(s) responsible for maintaining the integrity of the hardware and software of the system of which the OSIsoft Products are a part (the "*System*"). Licensee is responsible for maintaining individual(s) trained as System Manager(s). Licensee personnel may qualify as a System Manager by attending OSIsoft's annual User's Conference and the system management training sessions held in connection with the User's Conference.

1.2 Software Reliance Program Services.

(a) Technical Support. OSIsoft will provide the System Manager with the contact information for the designated OSIsoft Technical Support. The System Manager will be entitled to contact the OSIsoft Technical Support 7 days a week, 24 hours a day (except for ProcessPoint for which such support will be available on business days between 9am to 6pm Eastern Standard Time) to ask questions or seek advice regarding the use of the OSIsoft Products. OSIsoft will assist the System Manager in using the OSIsoft Products and in identifying and providing workarounds, if possible, for problems with the OSIsoft Products. Such assistance may include computer communications to Licensee's facilities. OSIsoft will use its best efforts to respond to all Technical Support queries within four (4) hours (for ProcessPoint response times only apply during support hours).

(b) Product Suggestions. Licensee may submit product suggestions to OSIsoft identifying desired improvements in the OSIsoft Products. OSIsoft retains the right to determine the final disposition of all such suggestions and Licensee recognizes that OSIsoft is free to use such suggestions in any manner. If OSIsoft decides in its sole judgment to incorporate any such suggestion, it will do so by providing Licensee with an Update, as described in subsection (d) below.

(c) Bug Fixes. OSIsoft will use reasonable efforts to provide Licensee with an avoidance procedure for and a correction of each material defect in the OSIsoft Products that cause the OSIsoft Products not to conform in all material respects with the OSIsoft Documentation (a "*Bug Fix*").

(d) Software Updates. As OSIsoft develops permanent solutions for known OSIsoft Products problems, OSIsoft will, from time to time, incorporate such solutions into planned updates to the OSIsoft Products, as applicable, ("*Updates*"). Such Updates may also include those minor enhancements and extensions or other changes to the OSIsoft Products as are determined by OSIsoft to be suitable to the uses made of the OSIsoft Products by OSIsoft's licensees and are made available by OSIsoft to its other licensees without additional charge. OSIsoft will provide Licensee's whose Software Reliance Program fees are current with such Updates as they are released. OSIsoft will provide Licensee with such instructions and/or documentation that OSIsoft considers reasonably necessary to assist in a smooth transition to use of such Updates. Use of some Updates may require Licensee's agreement to additional usage terms. In the event OSIsoft decides in its discretion to update the appropriate software reference manual or to issue release notes or other documentation corresponding to Updates, OSIsoft will provide one copy of the same to Licensee at no charge as they become available.

(e) Interface Exchanges. Licensee may exchange one standard interface for another if the only difference between the two interfaces is the operating system with which the interface is compatible. These exchanges will be processed free of any licensing fees. For example, Fisher Chip on VMS may be exchanged for Fisher Chip on NT, for no license fee. OSIsoft will have the right to charge any shipping, handling, tariffs or other OSIsoft costs related to delivering any replacement interface.

1.3 Remote Support Service. Remote Support Service for OSIsoft Products involves the use of remote data links from OSIsoft to Licensee's System to render the services to Licensee described in Section 1.2 above. OSIsoft will maintain compatible equipment or emulators to be able to remotely operate on Licensee's System. In order to receive Remote Support Service for OSIsoft Products, Licensee must meet the following prerequisites:

(a) Licensee must allow an OSIsoft approved 3rd Party remote control tool or another OSIsoft approved connection to the System, which, at a minimum, will accept reports, messages, and file transfers and a separate telephone line for simultaneous voice communication located with the System.

(b) Licensee's System must be available to OSIsoft when required, and OSIsoft must have a logon, password, and sufficient priority to access the System when needed.

1.4 On-Site Assistance.

(a) In the event that OSIsoft is unable to resolve a problem with the OSIsoft Products through telephone

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assistance pursuant to Section 1.2(a) above or through Remote Support Services pursuant to Section 1.3 above, the System Manager may request OSIsoft to provide on-site assistance. After verifying the need for on-site assistance, including without limitation that Licensee has complied with the terms of Section 1.3(a), OSIsoft will use its best efforts, subject to the reasonable availability of its personnel, to commence travel for such on-site assistance within one business day for travel of less than 1000 miles from OSIsoft's facilities, and within two business days otherwise. OSIsoft will render on-site assistance to Licensee until resolution of the problems identified or for so long as reasonable progress is, in OSIsoft's judgment, being made. OSIsoft may suspend the performance of on-site assistance as required to obtain additional resources, but will resume such assistance when such resources become available.

(b) OSIsoft's obligation with respect to on-site assistance is limited to isolating, identifying, and reporting problems associated with OSIsoft Products. If problems are isolated to OSIsoft Products, OSIsoft will provide Licensee with Bug Fixes, as available. As an interim solution, until a Bug Fix is available, OSIsoft will use reasonable efforts to assist Licensee in finding an avoidance procedure, if possible, which allows use of the System. Licensee has sole responsibility and liability for implementation of OSIsoft's recommended interim solution.

(c) OSIsoft will invoice and Licensee will pay OSIsoft's out of pocket expenses incurred in providing on-site assistance. If on-site assistance is necessary because Licensee has failed to allow OSIsoft to provide Remote Support Service, then OSIsoft will invoice and Licensee will pay for the time spent by OSIsoft personnel in connection with providing such on-site assistance, in accordance with OSIsoft's then-current custom software services rates. The origin of any problems associated with the OSIsoft Products will not affect any amounts invoiced for on-site services, even if such problems are caused by Nonqualified Products (as defined below).

1.5 Subscription Term

Unless otherwise agreed, each Software Reliance Program subscription shall be for a term of 12 months.

2. Conditions to the Software Reliance Program

All Software Reliance Program services to be rendered by OSIsoft hereunder are subject to the following conditions:

2.1 Nonqualified Products. OSIsoft shall have no obligations or responsibilities of any kind hereunder with respect to any hardware or software product other than the OSIsoft Products ("*Nonqualified Products*"). Nonqualified Products shall also include any custom application programs or other software developed by OSIsoft for Licensee. If the performance by OSIsoft of the Software Reliance Program is made more difficult or impaired because of Nonqualified Products, OSIsoft shall so notify Licensee, and Licensee will immediately remove the Nonqualified Product at its own risk and expense during any efforts to render services under this Agreement. Licensee shall be solely responsible for the compatibility and functioning of Nonqualified Products with the OSIsoft Products or the OSIsoft Remote Application.

2.2 System Versions. All Licensee System hardware and software must be maintained at the revision level deemed necessary by OSIsoft for proper operation of the OSIsoft Products.

2.3 Backup Procedures. Licensee is solely responsible for maintaining a procedure external to the OSIsoft Products for reconstruction of lost or altered files, data, or programs to the extent deemed necessary by Licensee and for actually reconstructing any lost or altered files, data or programs.

2.4 Operator Procedures. Licensee shall at all times follow routine operator procedures as specified in OSIsoft operating manuals or other operating manuals for the OSIsoft Products.

2.5 Licensee Representative. A designated representative of Licensee shall be present at all times OSIsoft is performing services on Licensee's premises or the premises of Licensee's Client. OSIsoft personnel will not enter or remain at Licensee's premises or the premises of Licensee's Client in the absence of such Licensee representative.

2.6 Isolation. Licensee is solely responsible for ensuring that the System is isolated from any process links or anything else that could cause harm before requesting or receiving Remote Support Service or on-site assistance.