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Definitions:

Add-ins shall mean those programs which are programmed in Visual Basic for Applications as hosted by and executed within OSIsoft's PI ProcessBook and PI DataLink software.

Anonymous Connection shall mean a connection between a Developed Application and a production PI server through the use of the SDK or AF SDK which is not identified by a Globally Unique Identification.

CTP shall mean Community Technology Previews which shall be subject solely to the Section 7 CTP Specific Licensing Terms.

Developed Applications shall mean Open Applications, Add-ins and SDK-based Applications, collectively. Developed Applications may contain Sample Code, but no other Software and no OSIsoft Confidential Information.

Licensee Affiliate shall mean any entity that controls, is controlled by, or is under common control with Licensee, where "control" of an entity means ownership of more than fifty percent (50%) of the voting equity or beneficial interest of an entity.

Named User shall mean an individual who is designated by Licensee to OSIsoft as the user of the Software.

Open Applications shall mean those software programs developed that interoperate with OSIsoft software products through open standard protocols.

Sample Code shall mean those items of sample source code provided by OSIsoft contained in the OSIsoft Accelerators and similar software.

SDK-based Applications shall mean those software programs developed using or referencing OSIsoft's PI SDK or AF SDK Software.

Software shall mean all software programs, development tools and related documentation delivered through the PI Developers Club.

Term: The term of this PI DevClub Agreement is one (1) year from completion of the application and payment of the fee as specified by OSISOFT during the PI Developers Club registration process.

1. **License**

1.1 **License Grant.** Subject to the terms and conditions of this PI Developers Club Agreement (this "***PI DevClub Agreement***"), OSISOFT grants to Licensee for the Term of this PI DevClub Agreement a nonexclusive license for the installation and use of the Software to design, develop, test and demonstrate Developed Applications. Except as otherwise expressly provided in Section 1.3, nothing in this PI DevClub Agreement permits Licensee to distribute any Software.

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(a) Ownership. Subject to the terms and conditions of this PI DevClub Agreement, as between OSISOFT and Licensee, Licensee shall own all rights, title and interest in and to the Developed Applications.

(b) Limitations on SDK-based Applications. All SDK-based Applications must meet OSISOFT's then-current technical standards and requirements applicable to Licensee's use and distribution of the SDK-based Applications. This PI DevClub Agreement does not grant any rights to SDK-based Applications developed prior to the Term or any SDK-based Application not subject to the appropriate license from OSISOFT.

(c) Application Registration. Subject to the terms and conditions of this PI DevClub Agreement, upon registration and acceptance by OSISOFT of a Developed Application with OSISOFT, Licensee shall be granted a GUID to be incorporated with the Developed Application. This GUID shall be added to the master GUID list to be recognized on all PI Servers whose license file is generated subsequent to the addition. The grant of a GUID is solely for identification purposes and does not grant any rights to distribution.

(d) Anonymous Connections. Anonymous connections to production PI Servers through the use of the OSISOFT SDK, AF SDK or OSISOFT API are unauthorized and can be disabled.

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