

OSIsoft Terms of Use

Last updated October 18, 2016

1. ACCEPTANCE OF TERMS.

These Terms of Use ("Terms") govern your access to and use of those OSIsoft websites that link to or reference these Terms, including but not limited to PI Square Community, PI Developers Club, OSIsoft Users Community, OSIsoft Partner Portal, OSIsoft Partner Directory, and OSIsoft Solution Search, and any and all content and other materials available on such websites (collectively and individually, the "Site"). When using particular OSI Services (defined in Article 2), you may be subject to guidelines or rules or additional terms (as posted from time to time) applicable to such Services. All such guidelines or rules or additional terms are hereby incorporated by reference into these Terms, and where in conflict with these Terms, the terms of such guidelines or rules or additional terms shall control. By accessing or using the Site, you are agreeing to these Terms and concluding a legally binding contract with OSIsoft, LLC ("OSI" or "us" or "we"). Do not access or use the Site if you are unwilling or unable to be bound by the Terms. OSI reserves the right to modify, update and amend these Terms at any time. When changes are made OSI will notify you by making the revised version available on this webpage, and will indicate at the top of this page the date that revisions were last made. Any such modification will be effective upon our posting of new Terms. You understand and agree that your continued access to or use of the Site after any posted modification to the Terms indicates your acceptance of the modification.

COMMITMENT TO BUSINESS ETHICS: We take pride in conducting our business with integrity at all times and in strict compliance with relevant local laws, regulations and international standards. We promote the rule of law and our high standards wherever we are in the world. Bribery, in all its forms, is prohibited. We do not promise, offer or accept bribes or anything that could be taken for one, either directly or indirectly. We only make payments for legitimate business services and at a rate that reflects their market value. By joining the OSIsoft community, you are indicating that you too share these values and will abide by these principles.

FOR CONTRIBUTORS OF DOCUMENTS (E.G., ARTICLES, REVIEWS, RATINGS): If you contribute Documents in any form or media (defined in Article 2), you give us the rights necessary to edit and post and maintain your material (and the edited version), and to prevent unauthorized uses of material that we edit. Users of the Site are given rights to read your material, but no rights to republish or otherwise distribute your material without your express written permission. OSI will retain your copyright notices, and can publish your name and site ID with your posting. If we edit your material, we will own the edited version, and you will own your original version. We cannot publish our edited version other than on the Site, without your consent. If you desire users of the Site to be able to contact you, you should advise OSI in conjunction with the submission so your contact information can be published. If your material has been previously published, that publisher may have rights, and if so, you must obtain all consents before posting on the Site. If your material contains

images, audio, or video, we require that you have obtained consents from all persons depicted, seen, or heard, the owners of any places depicted, and any other rights holders.

FOR USERS OF DOCUMENTS: We require that you respect our Contributors (defined in Article 2). In general, all rights, except the right to read/view/listen to posted Documents for your personal use are reserved to the Contributors, or to us. With respect to those Documents that are Reviews posted to the OSIsoft Partner Portal, the OSIsoft Partner Directory, the OSIsoft Solution Search or OSIsoft Users Community (defined in Article 2), the ratings, statements, and opinions expressed therein are those of the person or persons posting the Review only and are not representative of OSI's or any other OSI Contributor's opinion regarding the applicable products or services being reviewed.

FOR USERS OF CODE: Users of the Site are advised that code is posted to the Site subject to the Terms, and that if you download code from the Site for use in your own applications, you will also have to agree to abide by the terms of an End User License Agreement ("EULA") specified by the Contributor of that code. OSI is not a party to that EULA. Not all Contributors make their intellectual property available on the same license terms. Contributors are free to state their own terms of a EULA in their submission to us. Please ensure that you have carefully read the specific EULA agreement that applies to the code you wish to use.

PRIVACY POLICY: Finally, use of and access to the Site is subject to the terms of our privacy policy that can be found [here](#).

2. DESCRIPTION OF SERVICES

Through its network of Web properties, including but not limited to PI Square Community, PI Developers Club, OSIsoft Users Community, the OSIsoft Partner Portal, the OSIsoft Partner Directory and the OSIsoft Solution Search, OSI provides you with access to a variety of services and resources including:

- **"Code"** (tools and components, source code snippets, etc.);
- **"Documents"** (articles, reviews, ratings, and other informational material);
- Online, community-oriented contents and services, such as discussion boards, blogs, mail lists, webinars or other communication forms where you can find Code and Documents (including Contributors' ratings and reviews of products and services ("**Reviews**"));
- News and information (more Documents);
- Specific product information about OSI products and third party products (still more Documents); and
- A variety of other services (collectively and individually, "**Services**"). Content on the Site, including but not limited to Code, Documents and Reviews, may be provided by third party licensors, content providers and other contributors (including you) ("**Contributors**"). All Services offered by OSI via the Site, whether provided by OSI or by a Contributor, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to these Terms.

3. USE OF SERVICES

Your use of the Services is subject to your continued compliance with these Terms and any other agreements, guidelines or rules that OSI may post in respect of its Services. We can terminate your access to the Site without warning if you fail to comply with the Terms or any other applicable agreement, guidelines or rules published by OSI.

4. GENERAL RULE

To protect our Contributors, our general rule is that unless expressly stated, all rights in any Code or Documents posted on the Site are reserved by the Contributor and/or OSI, and that our Services are for your company's internal use only. Except as expressly authorized by OSI and/or its Contributors, you may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any Code or Documents obtained from our Site.

5. REGISTRATION WITH US

Access to and use of certain Services may require you to register with OSI and may require an OSIssoft login (aka Single Sign-On or SSO). For example, you may not post or read any Code or Documents in OSIssoft PI Square Community and PI Developers Club if you have not registered with us, nor may you submit Code or Documents to the OSIssoft Partner Portal, the OSIssoft Partner Directory, the OSIssoft Solution Search or OSIssoft Users Community. If you do register with us, we require that you keep close control over your OSIssoft ID and any passwords, as we state in more detail below.

If you want to register with OSI, you agree to complete our registration process and to provide us with current, complete and accurate personal and demographic information as prompted by the applicable registration form and to promptly update such information as necessary to ensure it is kept complete and accurate. Registration information becomes the non-exclusive property of OSI and may be used by OSI for market research, marketing, improvements to our Services, and for such purposes as may be set out in our [privacy statement](#). If you use the Site outside of the United States, you consent to having your personal data transferred to and processed in the United States.

Upon registering, OSI will provide you with a password and/or a Site ID. You are responsible for maintaining the confidentiality of your password and Site ID. You are solely responsible for activities that occur under your password or Site ID. You agree to notify OSI immediately of any unauthorized use of your password or Site ID or any other breach of security. OSI will not be responsible or liable, directly or indirectly, in any way for any loss or damage that you may incur as a result of or in connection with someone else using your password or Site ID, either with or without your knowledge. However, you could be held liable for losses incurred by OSI or another party due to someone else using your Site ID or password if you have been negligent or have willfully aided, abetted, assisted, or acquiesced in that misuse. You may not use anyone else's password or Site ID at any time, without the permission of the bona fide holder.

OSI uses credit card numbers submitted to us for payment purposes only, and not for marketing purposes. We utilize industry standard secure encryption technology to reasonably assure the privacy and security of the credit card numbers of anyone who places online orders with us.

6. PRIVACY

Our Privacy Policy tells you our policies relating to the collection and use of your information. This Privacy Policy is made a part of the Terms by reference. Please [click here](#) to read these provisions.

7. MINORS

In cases where you have authorized a minor to use the Site or any of the Services, you recognize that you are fully responsible for: (i) the online conduct of such minor; (ii) controlling the minor's access to and use of the Site or any of the Services; and (iii) the consequences of any misuse by the minor. You acknowledge that some of the areas of the Site (or affiliated sites) may contain material that is inappropriate for minors.

8. NOTICE SPECIFIC TO POSTED CODE

We remind you that use of any Code is subject to the applicable EULA. Not all Code is governed by the same EULA, please review the applicable EULA before using any Software downloaded. Any use of Software in contravention of these Terms or the EULA is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. Unless otherwise specified by the contributor, all Code posted to any OSIssoft PI Square Community and PI Developers Club shall be subject to the terms and conditions of the Microsoft Public License.

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videos, photographs, suggestions, feedback, or ideas ("Work") to the Site, for both our benefit and your benefit. By making any submission of Work to the Site, you understand that you have read and agreed to the terms listed below. These terms will be strictly enforced.

A. Ownership.

- i. **No Infringement:** To the best of your knowledge and belief, after reasonable inquiry, your Work does not knowingly infringe the rights of any third party, including but not limited to, rights in copyrights, patents, trade marks, service marks, trade secrets, privacy, personality, or other proprietary rights.
- ii. **You have necessary Rights to your Work:** You are the author of the Work and have not assigned your rights or had such rights vest in any third party by contract, operation of law or otherwise or if not the author, you have secured all necessary rights and licenses from the owner(s); and you have the right to grant the rights and licenses contained herein.
- iii. **No malicious code:** You have not included, and to the best of your knowledge and belief, after reasonable inquiry, your Work does not contain, any virus, Trojan horse, worm, spyware, adware, or other harmful or malicious code.
- iv. **Statements of fact are true:** You have not included in your Work any information that you know or believe to be incorrect or untrue, and to the best of your knowledge and belief, after reasonable inquiry, your Work does not contain any false statements of fact.
- v. **We have the right to identify you:** OSI may publish your name and/or site ID in connection with your Work, and if you require users to contact you for any reason in connection with licensing of your Work, OSI may publish your contact information.
- vi. **We don't want to breach other publishers' rights:** If the Work is a previously published work, Contributor must give OSI notice of the prior publication and provide the consent of all copyright holders to the Work being posted on the Site and made available to users of the Site.
- vii. **No further obligations:** You will not post any Work that is subject to a license that requires any user to license its software or documentation to third parties because they include your Work in their software.
- viii. **You are responsible for your Work:** Once published, Work cannot always be withdrawn. You assume all risks associated with your Work, including anyone's reliance on its quality, accuracy, or reliability.

You represent, warrant, and confirm that:

The Work is otherwise provided "as is", "where is", "as available", without warranty or guarantee of any kind. This means no express, implied or statutory warranty applies, including without limitation, warranties or conditions of merchantability or fitness for a particular purpose.

Nothing in this article restricts or limits your pre-existing rights to use, publish, perform, or distribute your Work.

B. Submissions are Received Without Payment to You

Your submissions of Work and the rights and licenses you grant are provided without cost to OSI and to users of the Site. You accept that you receive benefit sufficient to constitute any necessary good and valuable consideration for the rights and licenses granted herein.

C. Rights of OSIssoft

You grant OSI, its affiliated companies and sub-licensees a worldwide, perpetual, royalty-free, irrevocable, non-exclusive, fully assignable and transferable right and license, to edit, adapt, translate, reformat and prepare derivative works of your Work, to use and post your Work (e.g. publish, display, perform, digitally perform and distribute) anywhere on our Site, to do what OSI feels it needs to do to manage and update the Site, to make and maintain back-up and archival copies, use, share, commercialize and to make your Work available to other users of the Site under these Terms.

We encourage you to let us know if you believe another user has violated the Terms, and we reserve the right to investigate and take appropriate action at our sole discretion. OSI has no obligation to enforce the Terms on your behalf against another user or to police compliance with any user's use or misuse of any Work and the Contributor releases OSI from all liability arising from any use or misuse of the Work by a user of the Site.

D. Material Inducement

You expressly acknowledge that OSI has entered into these Terms, and has and will make its Site and Services available to you in reliance upon the limitations and exclusions of liability and the disclaimers set forth in this Agreement, and that the same form an essential basis of the bargain between you and OSI. You expressly agree that all such limitations and exclusions of liability and the disclaimers will survive, and continue to apply in the case of, a fundamental breach or breaches, the failure of essential purpose of contract, the failure of any exclusive remedy or termination of this agreement.

Note: As a consequence of the frequent virus infections across the internet, PI Square Community and PI Developers Club will not accept binary submissions that do not contain full source code, unless the submission is from a recognized company or institution. Shareware or time-limited submissions will not be accepted by PI Square Community and PI Developers Club. *The foregoing restrictions do not apply to the OSIssoft Users Community, and users of code or other files submitted to the OSIssoft Users Community should exercise caution accordingly.*

10. NOTICE SPECIFIC TO POSTED DOCUMENTS

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Nothing submitted to PI Square Community, PI Developers Club, OSIssoft Users Community, OSIssoft Partner Portal, the OSIssoft Partner Directory and the OSIssoft Solution Search or to any other Communications Services on our Site shall be deemed confidential, and you expressly waive any trade secret or other confidentiality rights with respect to all such submissions. The following are the only exceptions to the foregoing sentence:

- Information identified as confidential in the registration process;
- Information identified as confidential in a user's profile;
- Information contained in the Project Registry.

Do not reveal any private information, including but not limited to health, financial and personally identifiable information, if you do not wish this information to be published. You must not reveal the health or other private information of third parties without their knowledge and consent.

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The Services may contain e-mail services, forums, communities, blogs and/or other message or communication facilities designed to enable you to communicate with others (each a "Communication Service" and collectively "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using the Services, you will not:

- Use the Services in connection with surveys, contests, promotions, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Upload, post, email, otherwise transmit, or post links to the Site with respect to any raffle, contest or game requiring a fee by participants.
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, harmful, indecent, racially- or ethnically-objectionable or otherwise objectionable or unlawful topic, name, material or information.
- Upload, post, email, otherwise transmit, or post links that exploit the images of children under the age of 18, or that disclose personally identifying information belonging to children under 18 or harm minors in any other way or make any sexual request on behalf of a minor or make any sexual request of a minor.
- Use, download or otherwise copy, or make available (whether or not for a fee) to a person or entity: any directory of users of the Services or other user or usage information or any portion thereof.
- Harvest, collect, or store personal information or data of other users.
- Upload, download, use, or otherwise copy, or make available (whether or not for a fee) any file(s) that contain text, images, photographs, software or other material protected by trade secret, or any intellectual property laws, including, by way of example, and not as limitation, copyright or trademark or service mark or patent laws, or by rights of privacy or publicity, unless you own or control the rights thereto or have received all necessary consents to do the same.

- Use any material or information that is made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
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- Decompile, disassemble, modify, translate, adapt, reverse engineer, create derivative works from, or sublicense any software deployed in connection with OSI's delivery and operations. Your access to Services is limited to your rights to use those Services you are entitled to use, and only for the limited purposes of your licensed use of such Services.
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- Use automated means, including spiders, robots, crawlers, agents, or the like to download data from any database of OSI, or from the Site itself (for example, site or page scraping is prohibited).
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- Advertise or offer to sell or buy any goods or services for any business purpose unless the relevant Service expressly allows such messages.
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- Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Service.
- Harvest or otherwise collect or store information about others, including e-mail addresses.
- Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading others.
- Impersonate any person, including an employee, contractor, forum leader, guide or host of OSI, or falsely state or otherwise misrepresent your affiliation with a person or entity.

- Employ misleading email addresses or falsify information in the header, footer, return path, or any part of any communication, including emails, transmitted through the Site.
- Create multiple accounts with the purpose of altering polls or affecting voting.
- Upload, post, email, otherwise transmit, or post links to any material, or act in any manner, that is offensive to users of any OSI community or the spirit of these Terms.
- Breach any posted limitations on usage, reproduction and/or dissemination; you are responsible for adhering to such limitations if you download the materials.

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You agree that OSI has the right and sole discretion to edit, review, delete or modify any Work you provide to the Site, and to reject, publish, refuse to publish, remove or block access to any Work, for any reason whatsoever, at any time and from time to time. OSI does not, and does not warrant that it will, review or moderate any Work. The submission of Work in no way creates any obligation or duty on the part of OSI to post or use such Work.

OSI has no obligation to monitor its Services. However, OSI reserves the right and sole discretion to review, delete or modify Work, to publish, remove or block access to any Work that is available through the Site, for any reason whatsoever, at any time and from time to time. To give us capacity to act without repercussion to protect against people we believe are abusing the letter or the spirit of the Terms, OSI reserves the right to terminate your access to any or all of the Site and Services at any time, without notice, for any reason whatsoever.

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- Any message containing unlawful, harmful, vulgar, obscene, pornographic, hateful, or racially, ethnically or otherwise objectionable language or content, or that violates a legal right of OSI or a third party, is forbidden.
- They are of legal age (18+), and are knowledgeable software industry professionals. As knowledgeable professionals, they are aware of the legal risks of software patent infringement, copyright infringement and other legal issues surrounding intellectual property, and will independently verify their ability to legally use the code snippets, articles and advice provided on the Site.
- All advice provided to readers on the discussion boards and other Community Services is provided on an "as-is" basis by the OSISOFT community and should be independently verified for accuracy before being implemented.
- With respect to Reviews posted to the OSISOFT Partner Portal, the OSISOFT Partner Directory, the OSISOFT Solution Search or OSISOFT Users Community, the ratings, statements, and opinions expressed therein are those of the person or persons posting the Review only and are not representative of OSI's or any other OSI Contributor's opinion regarding the applicable products or services being reviewed.

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In the event that any action or other proceeding is sought to be brought against OSI for any purpose, you agree, notwithstanding any legislative statute of limitations to the contrary, that such proceeding must be brought within one year of the action or event giving rise to the cause of action, or such proceedings shall be forever barred as against OSI and any persons who in law or at equity could claim contribution or indemnity against OSI.

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18. NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these Terms, any specific requirements, procedures, policies or regulations of OSI, or any other agreement between you and OSI. You may not use the Services in any manner that could damage, disable, overburden, or impair any server of OSI's Site, or the network(s) connected to servers running OSI's Site, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any server of OSI or to any of the Services, through hacking, password mining or any other means. You may not access the Services after your account or access has been terminated by OSI. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

Your use of the Site and the Services shall be in compliance with U.S. and EU export control laws and executive orders. The information provided on and through the Site may be deemed in some cases to be controlled technology and subject to the export control restrictions of the United States and the European Union. IT IS YOUR OBLIGATION TO

VERIFY AND COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS OF THE UNITED STATES PERTAINING TO ANY POTENTIAL ACCESS, TRANSFER AND USE OF ANY INFORMATION HEREIN WHICH MAY BE DEEMED TO BE "CONTROLLED" AS DEFINED BY LAW. The Site may not be accessed or used by any national of certain countries or groups against which the United States and/or European Union have instituted sanctions (including Iran, Cuba, North Korea, Syria, and Sudan), Specially Designated Nationals, and other proscribed persons who are listed on the Denied Parties list. Further restrictions apply to any user who will utilize material provided on the Site in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, and sounding rockets, or unmanned air vehicle systems; or any end user who has been prohibited from participating in the US and/or EU export transactions by any agency of the US government or European Union.

19. DISCLOSURE

OSI reserves the right at all times to disclose any information as OSI deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to respond to claims that any Documents or Code violates the rights of third parties, or to enforce these Terms or to protect the rights of OSI or its users.

20. INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS – DMCA NOTICE

You agree that you will not upload or transmit any communications or content of any type that infringe or violate any rights of any party. It is the policy of OSI not to permit materials known by OSI to be infringing to remain on the Site. You should notify OSI promptly if you believe any materials on the Site, including advertisements, or materials available on or through links, frames, indexes and directories linked to this Site, infringe a third party copyright. Upon OSI receiving a proper notice of claimed infringement under the Digital Millennium Copyright Act and applicable laws of other jurisdictions (collectively the "DMCA"), OSI will respond expeditiously to remove, or disable access to, the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the content at issue.

Please refer to OSI's DMCA Policy to report copyright violations, [here](#).

21. PROTECTION AGAINST YOUR BREACH

You agree to indemnify, defend and hold harmless OSI, its affiliates, licensors and suppliers, and the directors, officers, employees, agents, licensees, representatives and independent contractors of the foregoing from any and all claims, liabilities, costs, damages or losses they may incur (including, without limitation, attorney's fees) arising out of a violation or alleged violation by you of these Terms, your alleged violation of the rights of any third party, or arising from your use of the Site or any Work posted by you or contributed by you on the Site. You agree to cooperate as fully as reasonably required in the defense of any such claim.

OSI reserves the right (but is not obligated) to do any or all of the following:

- Record any dialogue submitted through the Services.

- Investigate an allegation that any Work does not conform to these Terms and determine in its sole discretion to remove or request the removal of the Work.
- Delete, move or edit Work that is determined, in the sole discretion of OSI, to be abusive, defamatory, obscene, in violation of copyright, patent, or trademark laws, otherwise illegal, disruptive, or otherwise unacceptable for any reason.
- Terminate a user's access to any or all of the Services or the Site upon any breach of these Terms.
- Monitor, edit or disclose any material posted in the Site.
- Edit or delete any material posted in the Site, regardless of whether such material violates OSI's standards.

OSI reserves the right to take any action it deems necessary to protect the personal safety of our guests or the public. OSI has no liability or responsibility to users of this Site or the Services or any other person or entity for performance or nonperformance of the aforementioned activities.

22. ASSIGNABILITY.

OSI, its successors and assigns, shall have the right to assign or transfer this agreement, all other agreements between the parties referenced herein, and all OSI's benefits in their absolute discretion and from time to time.

23. GOVERNING LAW.

These Terms, and all other agreements between the parties, their interpretation and enforcement, are governed by the laws of the State of California and the laws of United States of America applicable therein. You also agree to comply with all laws from the country in which you reside that are applicable to the transmission of data on the Internet, including, but not limited to laws governing the transmission of data containing personally identifiable information.

All disputes are required to be brought before the courts in the State of California to the exclusion of the courts in any other jurisdiction. FOR ANY CLAIM BROUGHT BY EITHER PARTY, YOU AGREE TO SUBMIT AND CONSENT TO THE PERSONAL AND EXCLUSIVE JURISDICTION IN THE STATE AND FEDERAL COURTS LOCATED WITHIN THE STATE OF CALIFORNIA. The United Nations Convention on Contracts for the International Sale of Goods and applicable local laws incorporating or embodying its terms or intent does not apply to these Terms or any other agreements between the parties.

24. RELATIONSHIP OF PARTIES.

You and OSI are independent contractors. Nothing in these Terms or any terms or documents incorporated by reference herein or into which these Terms are incorporated by reference, create a partnership, joint venture, agency, or employment relationship between you and OSI or give you any rights or authority to bind OSI to any contractual or other obligations.

25. SUBMISSION OF IDEAS AND SUGGESTIONS.

OSI does not accept or consider unsolicited ideas, including new ideas and suggestions as to improvements to the Site, marketing, advertising, promotions, new product and service offerings, product and service names and marks ("Feedback"). Please do not send any original creative artwork, samples, demos, or other works for any such purposes. We wish to avoid confusion or misunderstanding or dispute when OSI's products, services or strategies might seem similar to Feedback. Consequently, we advise you that any Feedback made to OSI will not be treated as your proprietary information, and will be received by OSI without any obligations of confidence whatsoever. Second, you grant OSI, its affiliated companies and necessary sub-licensees permission to use and a grant of a worldwide, irrevocable, royalty-free, perpetual, fully assignable and transferable right and license in perpetuity to use, modify, publish, distribute, sublicense and apply your Feedback for any purpose(s) OSI considers fit in its sole discretion. Third, OSI is under no obligation to use Feedback or pay anything for Feedback. Fourth, you confirm that you own or otherwise control all of the rights to your Feedback including, without limitation, all the rights necessary for you to provide, post, upload, input or submit it, or for OSI to use your Feedback.

If you identify problems with the usability, operability, or interoperability of the Site or any Services, you may deliver or suggest amendments or "bug fixes" for OSI's consideration. OSI shall have the absolute right to incorporate all such amendments or "bug fixes" accepted by OSI into products and services provided by OSI for all purposes, without any payment or other compensation to you. All right, title and interest to any submitted amendments or "bug fixes", whether accepted or not, transfers to OSI at no cost to OSI as a royalty free right granted in perpetuity as of the date it is submitted to OSI.

If you wish to present a business proposition between yourself and OSI on a confidential basis, you should first enter into negotiations with OSI to sign a non-disclosure agreement, and only after such non-disclosure agreement is signed will any disclosure be deemed confidential, and only to the extent and for the purposes contained in that agreement.

26. MATERIAL INDUCEMENT.

You expressly acknowledge that OSI has entered into this agreement, and has and will make its Site and Services available to you in reliance upon the limitations and exclusions of liability and the disclaimers set forth herein, and that the same form an essential basis of the bargain between you and OSI. You expressly agree that the limitations and exclusions of liability and the disclaimers set forth herein will survive, and continue to apply in the case of, a fundamental breach or breaches, the failure of essential purpose of contract, the failure of any exclusive remedy, or termination of this agreement.

27. GENERAL

If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. The failure of OSI to exercise or enforce any of these Terms shall not be deemed a waiver of such term or condition or any other term or condition. Your obligations to OSI contained in these Terms and in all applicable agreements between yourself and OSI shall survive termination.

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