

# Terms of Use

To ensure the smooth operation of the PI Square community (PI Square) and to ensure that your rights and the rights of OSIsoft LLC are protected, we have created a series of legal agreements that will provide the necessary protection.

The content on this Site is provided by OSIsoft LLC, (OSI) and its licensors and content providers. The "Site" refers to [pisphere.osisoft.com](https://pisphere.osisoft.com) and all other Web properties owned or operated by OSI now and in the future as PI Square community, OSIsoft Virtual Campus (or anything that replaces, supplements, or supersedes the Web as the site of PI Square community).

**TERMS OF USE:** The basic agreement is the Terms of Use ("TOU") which you are now reading. The TOU set out the legal terms by which OSI makes its web site and services available. When you visit PI Square community, you will automatically be bound by the TOU. By using the Site, you accept our then current TOU, as revised and updated.

**COMMITMENT TO BUSINESS ETHICS:** We take pride in conducting our business with integrity at all times and our 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 which 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 PI Square community and 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):** If you contribute documents (in any form or media), you give us the rights necessary to edit and post and maintain your material (and the edited version), and to prevent unauthorized uses by End Users of material that we edit. End Users are given rights to read your material, but no rights to republish or otherwise distribute your material. PI Square community 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 End Users to be able to contact you, you should advise PI Square community 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 PI Square community. 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. 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.

**FOR USERS OF CODE:** End Users are advised that code is posted to PI Square community subject to the TOU, and that if you download code from PI Square community 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. PI Square community 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.

**FOR CONTRIBUTORS OF CODE:** From time to time End Users may collaborate within Users Group or in related source repositories. Any collaborative projects (a.k.a. Community Projects) shall be licensed subject to either the **Microsoft Public License (Ms-PL)** or **Apache V2 license** as defined by the project mediator(s). Any collaborative project using OSIsoft licensed interfaces (such as the SDKs) must NOT be distributed outside of PI Square community prior written consent from OSIsoft. Non-compliance will result in a forfeit of membership(s) and future access to Users Group in addition to any other legal remedies pursued.

**PRIVACY POLICY:** Finally, we also have a privacy policy that you should be aware of that can be found [here](#)

## 1. ACCEPTANCE OF TERMS

PI Square community provides its service to you, subject to the following TOU, which may be updated by us from time to time without notice to you. You can review the most current version of the TOU at any time at: <https://pisphere.osisoft.com/docs/DOC-1106> . In addition, when using particular PI Square community services,

you may be subject to guidelines or rules or additional terms (which may be posted from time to time) applicable to such services and which are incorporated by reference into the TOU. All such guidelines or rules are hereby incorporated by reference into the TOU. PI Square community may also offer other services that are governed by different Terms of Use.

## **2. DESCRIPTION OF SERVICE**

### **What is PI Square community?**

Through its network of Web properties, PI Square community provides you with access to a variety of services and resources:

- Code (tools and components, source code snippets, etc.);
- Documents (articles 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;
- News and information (more Documents);
- Specific product information (still more Documents); and
- A variety of other services

(collectively "Services"). All Services offered by PI Square community, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the TOU.

Our Site is for the software development community to share material and experiences. In order to enable PI Square community to host and operate the Site, and keep its use free to you, we need to impose legal terms on you that establish our basic rights and responsibilities between us, and restrict your ability to take actions against us that could increase our costs of operating the site, or impose onerous obligations on us.

## **3. USE OF SERVICES**

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

## **4. GENERAL RULE**

To protect our Contributors, our general rule is that unless expressly stated, all rights in any Code or Documents posted on PI Square community are reserved by the Contributor and/or OSI, and that our Services are for your company's internal use. 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**

All of our Services require you to register with PI Square community and registration to PI Square community requires an OSIssoft login (aka. Single Sign-On or SSO). For example, you may not post or read any Code or Documents if you have not registered with us. If you do register with us, we require that you keep close control over your PI Square community ID and any passwords, as we state in more detail below.

If you want to register with PI Square community, 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](#).

Upon registering, OSI will provide you with a password and a Site ID. You are responsible for maintaining the confidentiality of your password and Site ID. You are 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.

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

## **7. MINORS**

In cases where you have authorized a minor to use the PI Square community Site, a site owned by OSI 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 PI Square community Site, a site owned by OSI or any of the Services; and (iii) the consequences of any misuse by the minor. You acknowledge that some of the areas of PI Square community 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 TOU 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.

OSI DOES NOT MAKE ANY ASSURANCES WITH REGARD TO THE ACCURACY OF THE RESULTS OR OUTPUT THAT DERIVES FROM THE USE OF ANY CODE THAT MAY BE POSTED ON THE SITE. OSI will not be liable to you or any party on any legal theory for any damages whatsoever, including without limitation any direct, indirect, general, special, incidental, consequential, punitive, or exemplary damages (including costs and lawyers fees) arising in connection with any Code.

PLEASE RESPECT THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS WHEN USING CODE MADE AVAILABLE TO YOU. ALL RIGHTS NOT EXPRESSLY GRANTED, ARE RESERVED.

RESTRICTED RIGHTS LEGEND. Any Software of PI Square community which is Contributed to the site and which is downloaded from the Services for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is OSIsoft, 1600 Alvarado St. San Leandro, CA 94577, USA

## **9. CONTRIBUTION TO CONTENTS – TERMS AND CONDITIONS**

This article applies to submittal any post, article, source code, source code snippets, data or other contents ("Work") to PI Square community, for both our benefit and your benefit. By making any submission of Work to PI Square community, you understand that you have read and agreed to the above usage terms listed below. These terms will be strictly enforced.

## 1. Ownership.

- a. **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.
- b. **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.
- c. **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.
- d. **Rights in data disclosed as Work:** Any data you provide in Work does not contain or consist of any of the following: personal identifying information, protected health information, identifiable education records, any other personal, private, financial or proprietary information that may not be publicly disclosed, is not obtained from human subject research participants, even if de-identified, and is neither identified as, nor is known to be, export-controlled.
- e. **We have the right to identify you:** PI Square community can and shall publish your name and/or site ID in connection with your Work, and if you require end users to contact you for any reason in connection with licensing of your Work, The Code Project can and shall publish your contact information.
- f. **We don't want to breach other publisher's rights:** If the Work is a previously published work, Contributor must give PI Square community notice of the prior publication and provide the consent of all copyright holders to the Work being posted on PI Square community and made available to users of the Site.
- g. **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.

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, 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.

- **Submissions are Received Without Payment to You**

Your submissions and the rights and licenses you grant are provided without cost to OSI and to participants in PI Square community Site. You accept that you receive benefit sufficient to constitute any necessary good and valuable consideration for the rights and licenses granted herein.

- **Rights of PI Square community**

You grant OSI, its affiliated companies and necessary sub-licensees a worldwide, perpetual, royalty-free, irrevocable, non-exclusive, fully assignable and transferable right and license, to edit, adapt, translate, reformat your Work, to post your Work (e.g. publish, display, perform, digitally perform) 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 PI Square community subscribers under this TOU and the PI Square community [End-User License Agreement \(EULA\)](#).

OSI has no obligation to police compliance with any participant'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 participant in PI Square community Site.

- **Software Licenses.**

Software or Code downloaded or obtained through PI Square community is subject to the then-current PI Square community [End-User License Agreement \(EULA\)](#).

- **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 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 will not accept binary submissions that do not contain full source code, unless the submission is from a recognized company or institution.

## 10. NOTICE SPECIFIC TO POSTED DOCUMENTS

OSI and its Contributors grant limited permission to use Documents. All rights not expressly granted, are reserved. The following are conditions of use of Documents:

- **Copyright Notices.** You agree not to remove any copyright notices and you must include such notices in any use you make.
- **Use.** You may use Documents for your company's internal use only (for example, you can use an article or tutorial to learn how to construct an application or to extend an application, and then construct and distribute that application). You may not resell, republish, or contribute/post the article or tutorial to any other website or other publishing forum or media unless you are the copyright holder of the Document.
- **Schools.** Documents may be used by accredited educational institutions such as K-12, universities, private/public colleges, and provincial/state community colleges, for teaching, instructional or research purposes; in either case, free of charge. Distribution outside the classroom requires express written permission.
- **Limitation on Re-Use of Material.** You may NOT redistribute, sell, or repost for download any Documents found on the Site in its original form or as a compilation on any medium (CD-ROM, website, etc.) without the express written permission of the original author/owner and of OSI. Combining another author's work on the Site with your own work and posting this with PI Square community is acceptable as long as credit is given within the article text and all copyright notices in the original work remains intact. All uses specifically allowed must include a prominent link to the original article and reference PI Square community and its URL ([pisquare.osisoft.com](http://pisquare.osisoft.com)).

## 11. PI SQUARE COMMUNITY ELEMENTS

Permission to use Code or Documents does not include rights to copy or use the design or layout of PI Square community Web site or any other site owned, operated, licensed or controlled by OSI. Elements of PI Square community Web sites are protected by trade dress, trademark, unfair competition, and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from PI Square community Web site or any site owned by OSI may be copied or retransmitted unless expressly permitted by OSI.

## 12. COMMUNITY STANDARDS

All Code and Documents are the sole responsibility of the Contributors providing or posting such material. We do not guarantee a person's identity. Do not assume that people are who they say they are, know what they say they know, or are affiliated with whom they say they are affiliated. Content may include material that some persons will find offensive, indecent or objectionable. Always use caution when giving out any personally identifiable information in any Services.

Nothing submitted to PI Square community or to any Communications Services on our Site shall be deemed confidential, with the exception of the following:

- 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.

OSI does not control or endorse the content, messages or information found in any Services, and is not and cannot be responsible for content, messages or information, or the accuracy, integrity, or quality thereof. OSI will not be responsible for any reliance or decisions made based on such content, messages or information. OSI specifically disclaims any liability with regard to the Services and any Code or Documents, and any actions resulting from your participation in any Services and use of any Material. Managers, administrators and hosts may not be authorized spokespersons of OSI, and their views do not necessarily reflect those of OSI.

### **13. COMMUNICATIONS SERVICES**

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 PI Square community 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, indecent 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.
- "Stalk" or otherwise harass another.
- 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;
- 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 consent to do the same.
- Use any material or information which is made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- Modify, publish, transmit, settle, transfer or sell, reproduce, create derivative works from, distribute, perform, link, display or in any way exploit PI Square community database other than for the limited purposes for which material is licensed for your use.
- Use or exploit any part of the Site or any software deployed in connection with the Site as, or as the content of, a service offered or supplied to other persons or entities without the express written consent of PI Square community. For example, you will not create a site or maintain a site that links to our Site for the purpose of using, indexing, reformatting, or searching and retrieving, material from our site for the benefit of users of your site, without our knowledge and express consent; we want those users to come directly to our site to obtain material as we have spent considerable time, effort, and financial resources to build and maintain the Site and to attract submissions of Code and Documents, and to attract a wide base of users.
- Decompile, disassemble, modify, translate, adapt, reverse engineer, create derivative works from, or sublicense any software deployed in connection with PI Square community' delivery and operations. Your access to PI Square community is limited to your rights to use Services to which you are entitled to use, and only for the limited purposes of your licensed use of such Services.

- Upload, post, email, otherwise transmit, or post links to, any content that facilitates hacking or that promotes any illegal activity, including instructions for illegal activity.
- Upload files that contain viruses, worms, trojan horses, time bombs, trap doors, cancelbots, corrupted files, or any other similar software or programs or malicious code that may damage the operation of another's computer or property of another or are intended to interrupt, destroy or limit the functionality of PI Square community.
- Use automated means, including spiders, robots, crawlers, agents, or the like to download data from any database of PI Square community, or from the Site itself (for example, site or page scraping is prohibited).
- Exploit known or unknown weaknesses of the scripts or servers to disrupt or alter the Site's operation.
- Advertise or offer to sell or buy any goods or services for any business purpose unless such Communications Service specifically allows such messages.
- Download any file posted by another user of the Services that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- 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.
- Use, download or otherwise copy, or provide (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.
- 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 PI Square community, 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 PI Square community.
- 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 PI Square community or the spirit of these Terms of Use.
- Breach any posted limitations on usage, reproduction and/or dissemination; you are responsible for adhering to such limitations if you download the materials.

#### **14. RIGHTS AND OBLIGATIONS OF PI SQUARE COMMUNITY AND LIMITS ON OUR OBLIGATIONS**

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

OSI has no obligation to monitor its Services. However, PI Square community reserves the right and sole discretion to review, delete or modify Material, to publish, remove or block access to any Material that is available through PI Square community, 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 of the TOU or the spirit of PI Square community and this Site, OSI reserves the right to terminate your access to any or all of the Services at any time, without notice, for any reason whatsoever.

Those reading and posting messages and comments on any part of the Site agree that:

- The advice, instructions or content received through the Site is provided solely by the posting individual, and OSI is in no way liable or responsible for the use, or non-use of posted information by the reader.
- Any message containing hate crime, discrimination, pornography, or that violates a legal right of PI Square community or a third party is forbidden.
- They are of legal age (18+), and are knowledgeable software developers. As knowledgeable developers, 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 PI Square community.

- All advice provided to readers on the discussion boards is provided on an "as-is" basis by the developer community and should be independently verified for accuracy before being implemented.

All Contributors acknowledge that he/she may receive positive or negative comments on the submitted material, and that there is a chance those comments may significantly harm the Contributor's professional reputation. You release, indemnify and hold harmless OSI, its affiliates, employees, contractors, agents, and assigns from all liability for loss or damage howsoever occasioned resulting from any such comments. Neither OSI nor its suppliers will be liable for any of those types of damages known as direct, indirect, special, consequential, incidental, exemplary or punitive related to such comments, to the maximum extent the law permits, no matter what legal theory it's based on.

## **15. LIMITATION OF LIABILITY.**

OSI AND/OR ITS RESPECTIVE SUPPLIERS AND CONTRIBUTORS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED IN THE MATERIAL PUBLISHED AS PART OF THE SERVICES FOR ANY PURPOSE. ALL MATERIAL IS PROVIDED "AS IS", "WHERE IS", "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND. OSI AND/OR ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO ALL MATERIAL, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

THE MATERIAL PUBLISHED ON THE SERVICES COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. PI SQUARE COMMUNITY, VCAMPUS AND/OR ITS RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE PRODUCT(S) AND/OR THE PROGRAM(S) DESCRIBED HEREIN AT ANY TIME.

You release, indemnify and hold harmless OSI, its affiliates, employees, contractors, agents, and assigns from all liability for loss or damage howsoever occasioned resulting from your use, misuse, reliance upon, or inability to use anything found on PI Square community, and from OSI's use, misuse, or non-use of any Code or Documents submitted, and from any bugs, viruses or other malicious code, errors in, interruption, suspension, or termination of any Services.

IN NO EVENT SHALL OSI AND/OR ITS RESPECTIVE SUPPLIERS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM USE, LOSS OF USE, LOSS OF DATA OR LOSS OF PROFITS, OR OTHERWISE, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF MATERIAL AVAILABLE FROM THE SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR INFORMATION AVAILABLE FROM THE SERVICES. ABSENT GROSS NEGLIGENCE OR GROSS MISCONDUCT BY OSI, IN NO EVENT SHALL OSI BE LIABLE FOR ANY DAMAGES WHATSOEVER, UNDER ANY LEGAL THEORY.

## **16. LIMITATION OF ACTION**

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.

## **17. ADVERTISEMENTS AND LINKS TO OTHER SITES**

OSI does not endorse the owners of, or the content, products or services on any third-party Web sites. Linked sites are not under the control of OSI and OSI is not responsible for the contents of linked third-party sites, indexes or directories, sites framed within this Site, or third-party advertisements, or any changes or updates to such sites. OSI is not responsible for any form of transmission received from any linked site, and OSI does not make any representations regarding their content, accuracy or non-infringement. OSI does not endorse any product or service advertised on this Site. Your use of third-party Web sites is at your own risk and subject to the terms of use for such



sites. You should be aware that both the terms of use and the privacy policies of linked sites may differ from those of OSI.

## **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 and conditions, 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 server running PI Square community, 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 PI Square community 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.

## **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.

## **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 the Privacy Policy section of PI Square community for OSI's DMCA policy and to report copyright violations.

## **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 TOU or arising from material 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 the dialogue submitted through the Services.
- Investigate an allegation that a communication(s) do(es) not conform to these policies and/or the TOU and determine in its sole discretion to remove or request the removal of the communication(s).
- Delete, move or edit communications that are 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 policies and/or the TOU.
- Monitor, edit or disclose any communication posted in the Site.
- Edit or delete any communication posted in the Site, regardless of whether such communication 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, and all OSI's benefits in their absolute discretion and from time to time.

## **23. GOVERNING LAW.**

This Agreement 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. 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. 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 TOU or any other agreements between the parties.

## **24. RELATIONSHIP OF PARTIES.**

You and OSI are independent contractors. Nothing in this Agreement or any schedules or documents incorporated by reference herein or into which this Agreement is incorporated by reference into, 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 ("Submissions"). 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 Submissions. Consequently, we advise you that any Submission made to PI Square community will not be treated as proprietary information of you, and will be received by PI Square community 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, non-terminable, royalty-free, full assignable and transferable right and license in perpetuity to use and apply your Submissions for any purpose(s) OSI considers fit in its sole discretion. Third, OSI is under no obligation to use a Submission or pay anything for a Submission. Fourth, you confirm that you will own or otherwise control all of the rights to your Submission including, without limitation, all the rights necessary for you to provide, post, upload, input or submit, or for OSI to use your Submissions.

If you identify problems with the usability, operability, or interoperability of PI Square community 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, shall transfer to OSI at no cost to OSI as a royalty free right granted in perpetuity.

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 TOU 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 TOU, which shall remain in full force and effect. No waiver of any of these TOU shall be deemed a further or continuing waiver of such term or condition or any other term or condition. Your obligations to OSI contained in these TOU and in all applicable agreements between yourself and OSI shall survive termination.

## **28. COPYRIGHT NOTICE**

© Copyright 1995-2014  
OSIsoft, LLC  
1100 San Leandro Blvd. Suite 200  
San Leandro, CA 94577

All rights reserved. No part of this publication may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, mechanical, photocopying, recording, or otherwise, without the prior written permission of OSIsoft, LLC.

## **29. TRADEMARK NOTICE**

OSIsoft, the OSIsoft logo and logotype, PI ProcessBook, PI System, DataLink and ProcessPoint are registered trademarks of OSIsoft, LLC. Analysis Framework, MCN Health Monitor, PI ActiveView, PI ACE, PI AlarmView, PI BatchView, PI ControlMonitor, PI ManualLogger, PI ProfileView, PI Square, ProTRAQ, RtAnalytics, RtBaseline, RtPortal, RtPM, RtReports and RtWebParts are trademarks of OSIsoft, LLC.

All other trademarks or trade names used herein are the property of their respective owners. By using any of the material on PI Square community, or accessing the Site, you understand that you have read and agreed to the above TOU. These Terms of Use will be strictly enforced.