

## OSIsoft Academic Hub Subscription Agreement\*

Last updated: May 2020

### Scope

This Academic Hub Subscription Agreement (“AHS”) is between the educational or research agency or institution (“you” or “your”) who, by and through your Education/Research Software License Agreement (the “ESLA”), or by your agreement directly to this AHS, contracts with OSIsoft, LLC (“OSIsoft”) for the AHS online services, for your use, and for the use of your students and other individuals and entities (“others”) who have agreed to the AHS. OSIsoft, you, your students, and others, are individually and collectively “**Academic Hub members.**”

This AHS expressly incorporates (1) the terms and conditions of the ESLA if applicable (which you shall make available to other Academic Hub Members on reasonable request), and (2) the [OSIsoft Privacy Policy for Student Personally Identifiable Information in the OSIsoft Academic Hub](#), the [OSIsoft Cloud Services Offering Agreement \(“OCSA”\)](#), and the [OSIsoft Cloud Services Privacy Statement](#), (collectively, “the **Incorporated Documents**”) available at [cloud.osisoft.com](http://cloud.osisoft.com). Capitalized terms in this AHS are defined in the Incorporated Documents. In the event of any conflict between the Incorporated Documents and this AHS, the order of precedence is this AHS, the OSIsoft Privacy Policy for Student Personally Identifiable Information in the OSIsoft Academic Hub, the OSIsoft Cloud Services Offering Agreement, the OSIsoft Cloud Services Privacy Statement, and the ESLA if applicable.

### Offer Details

This AHS provides the following Limited Offering: This is a non-exclusive license for the Fixed Subscription Term of three years\*\*, for (1) your educational coursework and non-commercial, academic research, from OSIsoft to you and your Students, to access and use OSIsoft PI System software hosted by OSIsoft, in connection with other OSIsoft software and your data, specifically, the data you and your Students provide, as well as (2) for all Academic Hub Members to access and use any data provided by other Academic Hub members within the OSIsoft Academic Hub only; that is or will be stored within, or transmitted to or from OSIsoft software or OSIsoft cloud services products (individually and collectively, “**Data**”).

### Data

Data may be used only for the following purposes: (1) Academic Hub members may use, collaborate, publish, and share with each other Data only within the OSIsoft Academic Hub and strictly for non-commercial, academic and research purposes, and (2) your Data may be used for your and your Students’ educational and instructional use in your coursework or non-commercial, academic research, for which your Students are registered to use the OSIsoft Academic Hub. Data may be used for no other purposes.

Specifically: (1) Academic Hub members will have a nonexclusive, worldwide, royalty free license to use, copy, modify, prepare derivative works of, and distribute Data, in whole or in part, with or without attribution as to its source, to each other only within the OSIsoft Academic Hub environment, and; (2) You and your Students may use your Data for your and your Students’ educational and instructional use in your coursework or research, in a manner fully consistent with the purpose and in accordance with this Agreement.

Each Academic Hub member warrants that it either owns the Data, or has all rights from the owner(s) of the Data needed to grant the rights and licenses for itself and other Academic Hub members to use the Data for the purposes set forth herein. Each Academic Hub member also warrants that it has no financial interest in OSIssoft, and that its Data does not and will not contain or consist of any of the following:

- o personal identifying information
- o protected health information
- o academic records that could be attributed to a specific person
- o any other personal, private, financial or proprietary information that you do not have the legal right to disclose publicly
- o data from human subject research participants, even if not attributable to identifiable subjects
- o data that is neither identified as, nor that you do or should know to be, controlled by any applicable export laws.

In all other respects, each Academic Hub member agrees it is providing the Data “as is” without warranties of any kind.

Each Academic Hub Member releases each other, its respective contractors, agents, employees, affiliates, board members, advisors, and independent contractors, from any claims relating to use of the Data so long as such use is in accordance with the covenants, terms and conditions of this AHS. OSIssoft shall have no obligation to use the Data in any manner, except that it shall treat Academic Hub Members’ Data (other than its own Data) as “Customer Data” as defined in the OSCA, as limited by this AHS.

If you are disclosing “Directory Information” to OSIssoft, as that term is defined by the Family Educational Rights and Privacy Act of 1974 (FERPA), you warrant and represent that you have publicly disclosed your policy for providing such information. See [OSIssoft Privacy Policy for Student Personally Identifiable Information in the OSIssoft Academic Hub](#) for further details.

**Limited Warranty.** Subject to your compliance with acceptable use of the AHS online service, and your responsibility to provide compatible computer hardware and appropriate network connectivity, OSIssoft will use reasonable commercial efforts to provide at least ninety percent (90%) availability of the AHS service and security to your Data in accordance with current industry standards.

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\* The then-current version of the AHS will be posted on <https://OSIssoft.com/legal-notices> , and published to your Students for their acceptance on registration to this subscription service. *All Academic Hub Members’ continued use of the Service is deemed to be on the then-current terms of this AHS, including its associated agreements posted by OSIssoft on [osissoft.com](https://OSIssoft.com), and on your ESLA if applicable.*

\*\*Your AHS service subscription term begins when you accept this AHS and continues through the full term unless we notify you that the service is no longer available, or is terminated for breach, or you direct us to cancel the remainder of your subscription. Notwithstanding termination, expiration or cancellation of your subscription, other Academic Hub members may continue to use your Data in the AHS service unless you notify us in writing to remove it.