

Polarion Supplemental Terms

Siemens Digital Industries Software



These Polarion Supplemental Terms (“**Polarion Terms**”) amend the Universal Customer Agreement (“**UCA**”) or End User License Agreement (“**EULA**”) between Customer and SISW solely with regard to Offerings and Products which have been assigned the alphanumeric code POLAR on the Order (“**Polarion Offerings**”). These Polarion Terms, together with the UCA or EULA, as applicable, and other applicable Supplemental Terms, form the agreement between the parties (“**Agreement**”).

1. **DEFINITIONS.** Capitalized terms used herein have the meaning as defined elsewhere in the Agreement. The following additional definitions apply to these Polarion Terms:

“**Authorized Agent**” means an individual who requires access to Polarion Software in support of Customer’s internal business as Customer’s consultant, agent, or contractor.

“**Authorized User**” means a Customer employee, a Customer Subsidiary employee or an Authorized Agent. For licenses granted for a Territory that includes more than one country, this also includes employees and Authorized Agents of Customer Subsidiaries.

“**Customer Subsidiaries**” means entities that control, are controlled by, or are under common control with, the Customer. For purposes of this definition ‘control’ means the direct or indirect ownership of more than 50% of the voting securities of an affiliate. Where the parties have agreed to a different definition regarding which entities may use Polarion Offerings (other than Customer), “Customer Subsidiaries” will have the meaning ascribed to it in those different terms.

“**Polarion Software**” means the Software contained within a Polarion Offering.

“**Site**” means a single physical Customer location where the Polarion Software is permitted to be used by Authorized Users.

“**Territory**” means the Site(s) or geographic area specified on the Order where Customer is licensed to install and use the Polarion Software. If not specified on the Order nor elsewhere in the Agreement, the Territory shall be the country in which Customer is located as indicated on the Order.

2. **LICENSE TYPES.** The following license types may be offered with respect to Polarion Software. Additional license types may be specified with respect to certain Software as set forth in an Order. Each license may be used only by Authorized Users and for the term as specified in the Order. Separate installations must be maintained for SISW software licensed with different Territory specifications.

- 2.1 “**Backup**” license means a license granted solely to support redundancy on Customer’s backup or failsafe installations.
- 2.2 “**Floating**” or “**Concurrent User**” license means that the Polarion Software may be installed on one server at the site specified in the Order and that access to the Polarion Software at any given moment is limited to the number of Authorized Users for whom Polarion Software licenses have been acquired as per the Order. Unless specified otherwise in the Order, it may be used only by a single Authorized User.
- 2.3 “**Named User**” license means that the Polarion Software may be installed on one server at the site specified in the Order and access to the Polarion Software is restricted to one specific Authorized User identified by name per standalone server instance or, for cluster and multi-instance deployments per single specified coordinator server instance and the Polarion servers and clusters under its control. A Named User license may not be used by multiple individuals. Customer may re-assign a Named User license to a different individual once per calendar month.
- 2.4 “**Per Server**” license means that the use of the Polarion Software is restricted to a single standalone server instance or, for cluster and multi-instance deployments, to a single specified coordinator server instance and the Polarion servers and clusters under its control.
- 2.5 “**Perpetual**” or “**Extended**” license means a license of the Polarion Software that extends indefinitely. Perpetual licenses do not include Maintenance Services.
- 2.6 “**Rental**” license means a license for a limited term of less than one year as identified in the Order. Maintenance Services for a Rental license are included in the Rental license fee.
- 2.7 “**Subscription**” license means a license for a limited term as identified in an Order. Maintenance Services are included in the Subscription license fee. For multiple-year Subscription terms, SISW may require new license keys to be issued during the term.
- 2.8 “**Test/QA**” license means a license granted solely for the support of ongoing installation customization, support and testing, and may not be used in a production environment or for any other purpose.

3. **WORLDWIDE USE RIGHTS.** Polarion Software will only be installed on a server located in the Territory. However, any license for Polarion Software allows Authorized Users to access and use the Polarion Software world-wide.

4. **INDIRECT USE.** Indirect use of Polarion Offerings via hardware or software used by Customer does not reduce the number of Authorized User entitlements that Customer needs to acquire.

5. **HOST IDENTIFIER; THIRD PARTY HOSTING.** Customer will provide SISW with sufficient information, including the host identifier for each workstation or server upon which the license management portion of Software will be installed, for SISW to generate a license file enabling Software access per the scope of the licenses granted under each Order. Customer may only engage a third party to host Software with SISW's prior written consent. SISW may require a separate written agreement as a condition to such consent.
6. **AUTHORIZED USE OF APIs.** Customer is authorized to use the Software Development Kit or any Application Programming Interface that is identified as published in the Documentation (collectively the "APIs") as part of the Polarion Software licensed for Customer's internal business purposes only. Customer may use the APIs to develop software for use solely in conjunction with the Polarion Software. Customer may not use the APIs to enable unauthorized use of the Polarion Software and Customer may not otherwise modify, adapt, or merge the Polarion Software. SISW has no obligations or liability for software developed by Customer using the APIs. Customer is prohibited from using unpublished APIs under any circumstances.
7. **MAINTENANCE SERVICES FOR POLARION SOFTWARE.** Maintenance, enhancement, and technical support services for Polarion Software ("Maintenance Services") are governed by the terms found at <https://www.siemens.com/sw-terms/mes>, which are incorporated herein by reference.
8. **ADDITIONAL TERMS APPLICABLE TO XaaS OFFERINGS.**
 - 8.1 **Entitlements.** Cloud Services contained within a Polarion Offering may be used (i) by the number of Authorized Users set forth in the Order with respect to such Cloud Services, subject to Customer's obligations in the Agreement regarding compliance with export controls, and (ii) solely in conjunction with the Polarion Software contained within such Polarion Offering. For purposes of such Cloud Services, an Authorized Agent may also occasionally access and use Cloud Services from locations other than Customer's premises. Where Cloud Services allow Customer to provide access to additional users in a 'guest' (guest) capacity, such guest user access may be provided to any individual who requires access to such Cloud Services in support of Customer's internal business as Customer's employee, customer, client, supplier, consultant, agent, contractor or other business partner. Guest users shall be considered Authorized Users under this Agreement, but will not count towards the limited number of Authorized Users set forth in the Order for that subscription. In any case, each user must be a specific Authorized User identified by name. Customer may re-assign each entitlement to access and use Cloud Services from one Authorized User to another Authorized User within the same entitlement category once per calendar month. Additional use limitations may apply to Customer's use of Cloud Services, which may be technically enforced via Cloud Services settings.
 - 8.2 **Support and SLAs.** SISW's technical support for these Cloud Services and the applicable service levels are governed by the Cloud Support and Service Level Framework found at <https://www.siemens.com/sw-terms/sla>, which is incorporated herein by reference. Technical support and service levels are not applicable to Cloud Services used in conjunction with Software for which Maintenance Services are no longer provided.