

# Product Lifecycle Management Supplemental Terms



## Siemens Digital Industries Software

These Product Lifecycle Management Supplemental Terms (“**PLM 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 any of the following alphanumeric codes on the Order: PLM, PLM-TC, PLM-NX, or PLM-TCO (“**PLM Offerings**”). These PLM 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 PLM Terms:

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

“**Authorized User**” means a Customer employee or 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 companies controlled by Customer, for as long as such control exists. For purposes of this definition “control” is the direct or indirect ownership of more than 50% of voting securities of an affiliate. Where the parties have agreed to a different definition regarding which entities may use PLM Offerings (other than Customer), “Customer Subsidiaries” will have the meaning ascribed to it in those different terms.

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

“**Site**” means a single physical Customer location where the PLM 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 PLM 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 AND USE TYPES.** The following license and use types may be offered with respect to PLM Software. Additional license and use types may be specified with respect to certain PLM Software as set forth in an Order. Each license may be used only by Authorized Users in the Territory 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 access to the PLM Software, at any given moment is limited to the number of Authorized Users for whom PLM licenses have been acquired as per the Order.
- 2.3 “**Named User**” license means that access to the PLM Software is restricted to one specific Authorized User identified by name. 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 “**Node-Locked**” license means that the use of the PLM Software is restricted to a single workstation specified by Customer, and may include a hardware lock device or dongle to manage this restriction. Hardware lock devices or dongles are freely transportable to another workstation within the Territory without issuing a new license file.
- 2.5 “**Per Product**” license means that use of the PLM Software is restricted to the number of SISW or third-party products to which the PLM Software is interfaced on a one-to-one basis.
- 2.6 “**Per Server**” license means that the use of the PLM Software is restricted to a single, specified server instance.
- 2.7 “**Perpetual**” or “**Extended**” license means a license of the PLM Software that extends indefinitely. Perpetual licenses do not include Maintenance Services.
- 2.8 “**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
- 2.9 “**Subscription**” 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.
- 2.10 “**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. **TERMS AND CONDITIONS FOR TOKENS.**

- 3.1 In combination with the license and use types specified above, Token license options may be offered with respect to certain PLM Software products. “**Token**” means a pre-paid unit which an Authorized User can temporarily convert into a license to access and use certain pre-defined

software functionalities, applications and/or modules of the related PLM Software product designated on the Order. The specific functionalities, applications and modules that can be accessed and the quantity of Tokens required are described in the Documentation. A Token may be reused during its term.

- 3.2 Unless explicitly provided otherwise in the Documentation of the PLM Software product to which the Tokens pertain, Customer shall only be entitled to use Tokens if Customer has purchased a separate base license for that particular PLM Software product.
- 3.3 If additions, changes, or deletions are made to a PLM Software product which would result in new or updated functionality or applications and modules eligible for Token access, Customer will only be able to use Tokens to access such new or updated functionality, or applications and modules if both the corresponding base license for the PLM Software product and the applicable Tokens are covered by a current active Maintenance Services Order.
4. **INDIRECT USE.** Indirect use of PLM 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. **USE OF APIS.** Customer is authorized to use the Knowledge Fusion product or any Application Programming Interface that is identified as published in the Documentation (collectively the "APIs") as part of the PLM Software licensed for Customer's internal business purposes only. Customer may not use the APIs to enable unauthorized use of the PLM Software. Customer may purchase a separate license to use certain published APIs to develop software for use solely in conjunction with the PLM Software. Customer is prohibited from reselling any software developed through the use of the APIs unless (a) Customer is separately authorized to do so as a member of an SISW solution partner program, or (b) Customer has purchased a license of Solid Edge or Femap which include APIs that Customer may use to develop software for Customer's internal use and for resale under terms and conditions at least as protective as this Agreement. Customer may not otherwise modify, adapt, or merge the PLM 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 PLM SOFTWARE.** Maintenance, enhancement, and technical support services for PLM 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 PLM Offering may be used (i) worldwide 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 PLM Software contained within such PLM 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.