

Process Automation Supplemental Terms

Siemens Digital Industries Software



These Process Automation Supplemental Terms (“**PA Terms**”) amend the Universal Customer Agreement (“**UCA**”) or End User License Agreement (“**EULA**”) between Customer and SISW solely with regard to the Offerings and Products which have been assigned any of the following alphanumeric codes on the Order: “PSE” or “PA” (“**PA Offerings**”). These PA 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 PA Terms:
 - (a) “**Authorized Agent**” means an individual, excluding any PA Competitor personnel, who is working on Customer’s premises or accessing the PA Software from anywhere in the Territory through a connection to the Customer’s private or controlled network and requires access to PA’s Software in support of Customer’s internal business as Customer’s consultant, agent, or contractor.
 - (b) “**Authorized User**” means a Customer employee or Authorized Agent. For licenses granted for a Territory that includes more than one Site, this also includes employees and Authorized Agents of Customer Subsidiaries.
“**Customer Subsidiary**” means an entity, excluding any PA Competitor, controlled by Customer. For purposes of this definition ‘control’ means the direct or indirect ownership of more than 50% of the voting securities of an entity. Where the parties have agreed to a different definition regarding which entities may use PA Offerings (other than Customer), “Customer Subsidiaries” will have the meaning ascribed to it in those different terms.
 - (c) “**PA Competitor**” means any individual or entity that is in the business of developing, marketing, or providing advance process modeling solutions including but not limited to applications software, online automation solutions, intellectual property, or associated consulting or support services.
 - (d) “**Site**” means a single physical Customer location where the PA Software is permitted to be used by Authorized Users. Provided that an Authorized User’s official and customary place of work is a licensed Site, occasional use of the PA Software by such user from locations other than that Site (e.g., that user’s residence, an airport, a hotel, etc.) shall be regarded as use on the Site and in compliance with the Site restriction.
 - (e) “**Territory**” means the Site(s) or geographic area specified on the Order where Customer is licensed to install and use the PA Software. If not specified on the Order nor elsewhere in the Agreement, the Territory shall be the Site at which PA Software is installed.
2. **LICENSE AND USE TYPES.** The following license and use types may be offered with respect to PA Software. Additional license and use types may be specified with respect to PA 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**” license means that access to the PA Software, at any given moment is limited to the number of Authorized Users for whom PA Software licenses have been acquired as per the Order.
 - 2.3 “**Named User**” license means that access to the PA 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 PA 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 “**Perpetual**” license means a license of the PA Software that extends indefinitely. Perpetual licenses do not include Maintenance Services.
 - 2.6 “**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.
 - 2.7 “**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 “**Token**” means a pre-paid unit which an Authorized User can temporarily convert into a license to access and use components and executable functions of the PA Software. The specific functionalities, applications and modules that can be accessed and the quantity of Tokens required to access each component and executable function are described in the Documentation, unless specified otherwise in the Order. When Tokens are applied by an Authorized User, those Tokens will not be available for further use until the Authorized User ceases to use the functionalities, applications or modules which have been accessed with those Tokens.

- 3.2 **“Calendar Day”** means a single calendar day with the start and end time defined by the time zone of the location of the license server specified on the Order.
- 3.3 **“Token-Day”** means a consumable license which allows an Authorized User to apply Tokens from a pool of Tokens equal to the Token-Day/Upper Limit specified in the Order which is made available to Customer solely for the consumption of Token-Days. The highest number of Tokens used concurrently during a Calendar Day will be considered the consumption of Token-Days for that Calendar Day. In order to use Token-Days, Customer must (i) make daily backups of the Token usage log files of the PA Software, (ii) not alter these log files (except for anonymization purposes), and (iii) send these log files to SISW within 14 days after the end of each calendar quarter. There are two types of Token-Day licenses: (1) Pre-Paid Token-Days and (2) Pay-Per-Use Token-Days (or PPU Token-Days). The type of Token-Day licenses granted to Customer is indicated in the Order.
- 3.3.1 **“Pre-Paid Token-Days”** are Token-Days which Customer has pre-paid and can be used until Customer has no more Pre-Paid Token-Days remaining or until the end of the license term specified on the Order, whichever occurs sooner. If Customer’s usage of Token-Days exceeds the number of purchased Pre-Paid Token-Days, Customer will pay fees for excess use at the then-current list price for Pre-Paid Token-Days. Unless specified otherwise in the Order, any unused Pre-Paid Token-Days are forfeited at the end of the license term specified on the Order.
- 3.3.2 **“Pay-Per-Use Token-Days”** or **“PPU Token-Days”** are Token-Days which can be used until the end of the license term specified on the Order and invoiced to Customer quarterly in arrears at the unit price shown in the Order based on the actual consumption of Token-Days during that quarter.
- 3.4 Maintenance Services included in or related to any Tokens will be limited to just those PA Software products which can be accessed with that particular Token.
4. **OTHER PROVISIONS.**
- 4.1 **Publications.** Customer will acknowledge the use of the PA Software in any publications covering the applications in which it was applied, with full reference to the name of the PA Software product(s) used and copyright notices in the Software.
- 4.2 **Use of APIs.** If the PA Software includes any Application Programming Interfaces that are identified as published in the Documentation (collectively the “APIs”), Customer may use such APIs to develop software for Customer’s internal use. Customer may not use the APIs to enable unauthorized use of the Software. SISW has no obligations or liability for software developed by Customer using the APIs.
- 4.3 **Indirect Use.** Indirect use of PA Offerings via hardware or software used by Customer does not reduce the number of Authorized User entitlements that Customer needs to acquire.
- 4.4 **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.
5. **MAINTENANCE SERVICES FOR PA SOFTWARE.** Maintenance, enhancement, and technical support services for PA Software (“Maintenance Services”) are governed by the terms found at <https://www.siemens.com/sw-terms/mes>, which are incorporated herein by reference.