

MC – CNC Shopfloor Management Supplemental Terms



Siemens Digital Industries Software

These MC – CNC Shopfloor Management Supplemental Terms (“**MC 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 “**MC**” on the Order (“**MC Offerings**”). These MC 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 in the Agreement. The following additional definitions apply to these MC Terms:

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

“**Authorized User**” means an employee of Customer or End Customer employee or an Authorized Agent of Customer or End Customer.

“**CoL**” means the Certificate of License, that contains information on the use rights of the Software provided. The CoL is delivered together with specific MC Software or the related Documentation.

“**End Customer**” means the third party to whom Customer transfers the MC Software under the Agreement and these MC Terms.

“**Instance**” means either an installation in a physical operating system environment or an installation in a virtual operating system environment.

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

“**Simulation Software**” means Customer’s simulation software, into which Customer has incorporated parts of VNCK Software.

“**VNCK Software**” refers to a software package with which the virtual core of the numerical control system designated as “**SINUMERIK**” (VNCK) can be integrated and executed in the Simulation Software via an interface. VNCK Software is licensed as RunMyVNCK ALM, Create MyVNCK ALM, RunMyVNCK ISV COL and Create MyVNCK Dongle.

“**Derivative Software**” refers to customized software for numeric controls designated as “**SINUMERIK**” that has been created by using either Create MyHMI/3GL, Create MyCC or Create MyCCI licenses or the information contained herein (such as the description of the interface), and which is based on the interfaces provided by SISW for this purpose in accordance with the Documentation. Separate runtime licenses are required for the execution of Derivative Software on the SINUMERIK. Depending on the interface required, Create MyCCI licenses also require the corresponding Compile Cycle software.

“**Application Software**” means computer programs which are created either by the customer or by other software suppliers, which do not use the communication interfaces of the SINUMERIK controller and which are integrated into the SINUMERIK user interface (HMI). These can either be integrated into the SINUMERIK controller or installed on the SINUMERIK controller without being integrated. The execution of Application Software on the SINUMERIK requires a separate license (Run MyHMI/3GL).

“**SINUMERIK Edge Device**” is a device (hardware) on which the SINUMERIK firmware is executed.

“**SINUMERIK Edge Asset**” is a SINUMERIK Edge Device that (i) has been connected to a MindAccess Account with a valid MindAccess IoT Value Plan and (ii) is listed in the MindSphere application “Manage MySINUMERIK Edge App Management” as an “Asset”.

“**SINUMERIK Edge Application**” means software that runs on a SINUMERIK Edge Asset and that is not firmware.

“**Hybrid SINUMERIK Edge Software**” means a SINUMERIK Edge Application connected to a MindSphere application that enables additional services for the SINUMERIK Edge Asset on which the SINUMERIK Edge Application is running.

2. **LICENSE AND USE TYPES.** The following license and use types may be offered with respect to individual MC Software products. Additional license and use types may be specified with respect to certain MC Software as set forth in an Order. Each license may be used only by Authorized Users for the term as specified in the Order Form.

- 2.1 “**Perpetual License**” or “**Extended Term License**” means a license of the Software that extends indefinitely. Perpetual Licenses do not include Maintenance Services.

- 2.2 “**Single License**” means a non-exclusive license of the MC Software that Customer or End Customer may install on one Instance and use in the manner specified in the Order Form.

- 2.3 “**Trial or Demo License**” means a non-exclusive and non-transferrable license, to install the MC Software on one Instance for testing purposes only as specified between the parties in writing. The term of the MC Software use is restricted to a period of ninety days and starts with the delivery of the MC Software. The parties may agree to a different term, for example in the case of VNCK Software.

- 2.4 “**Floating**” or “**Concurrent User License**” means that access to the MC Software at any given moment is limited to the number of Authorized Users for whom MC Software licenses have been acquired as per the Order. With regard to Concurrent User Licenses of VNCK Software only, the Customer is entitled to install the VNCK Software on up to ten (10) times as many Instances as licenses that were acquired. Example: in case Customer has acquired three (3) licenses, the VNCK Software may be installed on thirty (30) Customer Instances.

- 2.5 “**Node-Locked License**” means that the use of the MC Software is restricted to a single workstation specified by Customer, and may include a hardware lock device or dongle to manage this restriction.

3. **LICENSE GRANT.** In addition to the license grant in the EULA or UCA, the Customer is entitled to transfer the license rights to an End Customer provided that the Customer (i) enters into an agreement with the End Customer with terms that are at least as stringent as under these MC Terms and the EULA or UCA (as applicable), (ii) provides SISW with the contact data of the End Customer (not applicable for MC Software marked as “WLM”), and (iii) to the extent applicable provides the End Customer with an existing license key or comparable as well as with the respective license proof.

4. **SPECIAL CONDITIONS for VNCK-, Create MyHMI/3GL, Create MyCC and Create MyCCI SOFTWARE**

4.1 **Rights**

4.1.1 **VNCK Software.** SISW will grant Customer a non-exclusive, in accordance with the following provisions transferable right to install and use the VNCK Software in order to integrate and execute the virtual core of the numerical control designated as “SINUMERIK” (VNCK) into the Simulation Software via an interface. The integration and execution of the VNCK for creation and testing of the Simulation Software require either a Create MyVNCK Dongle license or a Create MyVNCK ALM license in conjunction with a Run MyVNCK ALM license. A Run MyVNCK ISV COL or a Run MyVNCK ALM license is required to run the VNCK that is already integrated in the Simulation Software. Customer is granted the right to transfer solely Create MyVNCK ALM and Run MyVNCK ALM licenses to third parties under the provisions of Section 3 of these MC Terms. The transfer of Run MyVNCK ISV COL and Create MyVNCK Dongle licenses is exclusively governed by the deviating Sections 4.2 and 4.3 of the present MC Terms. In addition, Customer may produce copies of the Simulation Software extended with the VNCK and transfer the same to third parties for their use or test use. Customer will solely be entitled to grant the third party the right to use any copy of the Simulation Software extended with the VNCK on one Instance.

Customer assumes full responsibility for the Simulation Software developed using the VNCK Software and indemnifies SISW from any liability in this respect.

4.1.2 **Create My HMI/3GL, Create MyCC and Create My CCI:** SISW grants Customer a non-exclusive, non-transferable right to install and use the software provided in order to create Derivative Software, to produce copies of the Derivative Software created in this way and to sell/transfer it in conjunction with the machine tool to third parties for their use or application. If the Derivative Software contains program components provided by SISW (in particular source code), a transfer of such Derivative Software requires the prior written consent of SISW. Customer assumes full responsibility for Derivative Software developed using the development environment and indemnifies SISW from any liability in this respect.

4.2 **Creating Derivative Software; Integration of VNCK in the Simulation Software on the basis of Create MyVNCK Dongle and Run MyVNCK ISV COL.** Customer is entitled to make the Software available to a third party if and to the extent that it is provided exclusively for the purpose of creating Derivative Software or integrating VNCK into the Simulation Software for Customer. This requires Customer to enter into an agreement with the third party with terms that are at least as stringent as the terms under the Agreement and these MC Terms. Customer is liable for the third party to be in compliance with such provisions and will indemnify SISW against any claims to compensation made by the third party.

4.3 **Further rights and obligations including development and trials based on Create My VNCK Dongle and Run MyVNCK ISV COL.** Customer will be entitled to use for itself a maximum number of three (3) copies of the VNCK Software provided by SISW for purposes of development and trials. Customer is obliged to number the copies of the VNCK Software created with license numbers provided by SISW. Customer is further obliged to keep records of the number of copies of the VNCK Software created and distributed and of those copies of VNCK Software he used by for integration into his Simulation Software and their license numbers. These records must show the data required to verify the propriety of the accounting procedure, including the addresses of the third parties to which copies of the VNCK Software have been provided, along with the corresponding license numbers and the number of copies. Customer will take steps to ensure that the VNCK Software is protected in such a way against copying (e.g. use of a dongle, identification of the hardware, etc.) that it has at least the same protection against unauthorized copying as its own Simulation Software.

4.4 **Consideration (only VNCK Software).** In addition to the license fee for the VNCK Software for creating and testing the Simulation Software, Customer pays a license fee for each copy of the Run MyVNCK ISV COL license or each copy of the Run MyVNCK ALM license that has been integrated into the Simulation Software and distributed or used by Customer as part of this Simulation Software in consideration for the rights granted. Customer does not have to pay for copies used for archiving and test and development purposes used as mentioned under these MC Terms.

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

6. **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.

7. **MAINTENANCE SERVICES FOR MC SOFTWARE.** Maintenance, enhancement, and technical support services for MC Software (“Maintenance Services”) are governed by the terms found at <https://www.siemens.com/sw-terms/mes>, which are incorporated herein by reference.