

These Manufacturing Operations Management Supplemental Terms (“**MOM 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 MOM on the Order (“**MOM Offerings**”). These MOM 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 MOM Terms:

“**Authorized Agent**” means an individual who is working on Customer’s premises and requires access to MOM 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.

“**Credits**” refer to additional license rights which can be ordered from SISW for specific Simatic IT Software as part of the MOM Software to allow different configurations (e.g. for a defined number of users in the case of Concurrent User licenses, for a defined number of configuration elements such as Equipment, or for a number of clients in the case of Per Product licenses).

“**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 MOM Offerings (other than Customer), “Customer Subsidiaries” will have the meaning ascribed to it in those different terms.

“**Equipment**” means any physical device which is configured inside MOM Software products, and that exchanges data with MOM Software products in an automated way.

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

“**Multiplexing**” means the use of hardware or software to pool connections, reroute information, or reduce the number of users that directly access or use the MOM Software (sometimes referred to as “pooling”).

“**Site**” or “**Location**” where applicable, means the Customer location specified in an Order. A Customer may have multiple Locations and each Location will have a specific number of licenses of the MOM Software associated with it. Each license is limited to use by the Customer for the benefit of the Locations associated with the license. Notwithstanding anything to the contrary in the Agreement, Customer may not transfer MOM Software licenses to a different Location without SISW’s prior written consent.

“**Territory**” means the Site(s) or geographic area specified on the Order where Customer is licensed to install and use the MOM 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.

“**Users**” means the employees of Customer, and employees of Customer’s consultants, agents, and contractors who are not competitors of SISW provided that the consultant, agent or contractor has agreed in writing to restrictions on the use of the Software and obligations of confidentiality and nondisclosure no less stringent than those set forth in the Agreement. The term Users also includes devices that are connected to the MOM Software including, but not limited to, Web-based user interfaces, browser connections, shop floor Terminals (PCs), shop floor devices Multiplexed through a single PC – including RF Devices, Data Collection Terminals, mobile devices, Windows CE terminals, and interface connections to or from the MOM Software installed at a specific Location.

2. **LICENSE AND USE TYPES.** The following license and use types may be offered with respect to MOM Software. Additional license and use types may be specified with respect to certain MOM 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 “**Active User**” or “**Active**” license means that access to the MOM Software will be limited to the number of Users for which licenses have been validly acquired under the Agreement for a specific Location. Multiplexing will not reduce the number of Active User licenses; each individual logged into, or device connected to, a Multiplexing device counts as one Active User license. For Active User licenses of MOM Software, the restrictions of “Territory” and “Authorized Users” do not apply.

- 2.2 “**Backup**” license means a license granted solely to support redundancy on Customer’s backup or failsafe installations.

- 2.3 “**Credits**”. The scope of use for some products of MOM Software is generally defined by the number of Credits acquired. The Customer may use the respective Simatic IT Software for which Customer has acquired the corresponding number of Credits.

- 2.4 “**Floating**” or “**Concurrent User**” license means that access to the MOM Software at any given moment is limited to the number of Authorized Users for whom MOM Software licenses have been acquired as per the Order.

- 2.5 **“Named User”** license means that access to the MOM 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.
- 2.6 **“Node-Locked”** license means that the use of the MOM 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.
- 2.7 **“Per Product”** license means that the use of the MOM Software is restricted to the number of SISW or third-party products to which the MOM Software is interfaced on a one-to-one basis.
- 2.8 **“Per Server”** license means that the use of the MOM Software is restricted to a single, specified server instance.
- 2.9 **“Perpetual”** or **“Extended”** license means a license of the Software that extends indefinitely. Perpetual licenses do not include Maintenance Services.
- 2.10 **“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.
- 2.11 **“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.
- 2.12 **“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. **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.
4. **OTHER PROVISIONS.** Customer is authorized to use any Application Programming Interface that is identified as published in the Documentation (**“API”**) as part of the Software licensed for Customer’s internal business purposes only. Customer may not use the APIs to enable unauthorized use of the Software. Customer may purchase a separate license to use certain published APIs to develop software for use solely in conjunction with the MOM 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 Preactor Software licenses 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 MOM 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.
5. **MAINTENANCE SERVICES FOR MOM SOFTWARE.** Maintenance, enhancement, and technical support services for MOM Software (**“Maintenance Services”**) are governed by the terms found at <https://www.siemens.com/sw-terms/mes>, which are incorporated herein by reference.
6. **ADDITIONAL TERMS APPLICABLE TO XaaS OFFERINGS.**
- 6.1 **Entitlements.** Cloud Services contained within a MOM 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 MOM Software contained within such MOM 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.
- 6.2 **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.