

# Automation Software Supplemental Terms

## Siemens Digital Industries Software



These Automation Software Supplemental Terms (“**AS Terms**”) amend the Universal Customer Agreement (“**UCA**”) or End User License Agreement (“**EULA**”) between Customer and Siemens (also referred to as “**SISW**”) solely with regard to the Offerings and Products which have been identified on the order as “Automation Software” or have been assigned the alphanumeric code ‘AS’ on the Order (“**AS Offerings**”). These AS 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 AS Terms:
  - “**Affiliate**” means any entity that controls, is controlled by, or is under common control with Customer; in this context, “control” means ownership, directly or indirectly, of a majority of the outstanding equity of an entity.
  - “**Authorized Agent**” means an individual who requires access to the AS Offering in support of Customer’s or Customer’s Affiliates’ internal business as Customer’s consultant, agent, or contractor, or anyone who is otherwise expressly permitted in writing to access and use the AS Offering.
  - “**Authorized User**” means an employee of Customer, an employee of Customer’s Affiliates, or an Authorized Agent.
  - “**Instance**” means either an instance in a physical operating system environment or an instance in a virtual operating system environment specified by Customer.
  - “**Product Detail Page**” means the online page, accessible through the online marketplace provided by Siemens, describing the AS Offering and which may include a description and information about the AS Offering and the Entitlements applicable to it.
2. **LICENSE AND USE TYPES.** The following license and use types may be offered with respect to AS Offerings. Additional license and use types may be specified with respect to certain AS Offerings as set forth in the Product Detail Page or an Order. Each license may be used only by Authorized Users.
  - 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 AS Offering, at any given moment is limited to the number of Authorized Users or Customer’s devices for whom licenses have been acquired as per the Order. Customer is entitled to create ten (10) times the number of Instances of the AS Offering for which it has purchased Floating licenses. Example: In case Customer acquires a Floating License for three (3) Authorized Users or Customer’s devices, Customer is entitled to create thirty (30) Instances of the AS Offering but may never have more than three (3) Authorized Users or Customer’s devices using or running it at the same time.
  - 2.3 “**Named User**” license means that access to the AS Offering 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**” or “**Single**” license means that Customer is entitled to create one Instance of the AS Offering and use of the AS Offering. Node-Locked or Single licenses may include a hardware lock device or dongle to manage this restriction. Hardware lock devices or dongles are freely transportable to another workstation without issuing a new license file.
  - 2.5 “**Subscription**” or “**Rental**” means a license for a limited term as identified in an Order. Maintenance Services are included in the Subscription or Rental license fee. For multiple-year Subscriptions, Siemens may require new license keys to be issued during the term.
  - 2.6 “**Perpetual**” or “**Extended**” license means a license of the AS Offering that extends indefinitely. Perpetual or Extended licenses do not include Maintenance Services.
3. **TRIAL.** Subscriptions for any AS Offering identified and delivered as ‘trial’ constitutes a No-Charge Offering. For the avoidance of doubt, Customer is entitled to use the trial AS Offering for production or other commercial purposes. No-Charge Offerings are provided “AS IS” without warranty, indemnity, support, or other commitments. Customer acknowledges that Customer’s use of any trials is at its sole risk and discretion. Customer may terminate the trial subscription at any time during the trial no later than 14 days prior to the end of the trial. Termination of the trial will also result in termination of the correspondingly ordered paid Subscription. Upon expiration of the trial, the term for the correspondingly paid AS Offering will begin, unless terminated, and Customer will be invoiced accordingly.
4. **MAINTENANCE AND SUPPORT.** Maintenance, enhancement, and technical support services (“**Maintenance Services**”) are governed by the Maintenance Terms found at <https://www.siemens.com/sw-terms/mes> which are incorporated herein by reference. Customer should contact its designated Siemens expert in case it wishes to report an error or requires technical support in relation to the AS Offering. Maintenance Services will only cover the most current version of the AS Offering (current Major Release, also known as Main Release). Additional or deviating Maintenance Services may be specified with respect to certain AS Offerings on the Product Detail Page or the Order.
5. **THIRD-PARTY SOFTWARE COMPONENTS.** The AS Offering may contain software, technology and other materials from third-party providers, including open-source software licensed by third parties (“**Third-Party Technology**”) under separate terms (“**Third-Party Provider Terms**”). Siemens shall indicate the Third-Party Technology and Third-Party Provider Terms in the Documentation, in source code supplied (if any), in the additional supplementary terms and/or in the “Readme\_OSS” or similar files insofar as Siemens is required to do so. If the Third-Party

Provider Terms require that Siemens provide Third-Party Technologies in the form of source code, Siemens shall do so on request and on reimbursement of its reasonable expenses for so doing.

The Third-Party Technology may contain open-source software components ("**OSS Components**") and/or components that are not open-source software ("**Commercial Software**"). Siemens describes in the "Readme\_OSS" or similar files whether Third-Party Technology is OSS Components or Commercial Software.

Customer is entitled to use OSS Components in accordance with the respective applicable open-source software license conditions ("**OSS Conditions**"), which OSS Conditions shall prevail over the Order in respect of the OSS Components. These OSS Conditions shall have priority also in relation to the Software or parts thereof insofar as the OSS Conditions grant Customer certain rights of use on the basis of the connection of OSS Components with the Software.

If the AS Offering contains Commercial Software that is subject to Third-Party Provider Terms ("**Commercial Terms**"), these Commercial Terms shall apply to the liability of the third-party provider in relation to Customer.

These Commercial Terms shall govern the licensing relationship between the third-party provider and Customer entirely in respect of the Commercial Software insofar as the Commercial Terms specified are expressly identified in the Order as applying with exclusive effect.

If Commercial Terms are specified for the Commercial Software contained in the Software in a separate license sheet for the Software or in the "Pass-Through Information" section of the Readme\_OSS file with the addition "Separate Third-Party Licensor Terms", the Commercial Terms shall additionally apply between Siemens and the Customer. The Commercial Terms shall have priority over the Order in the event of contradictions.

In terms of the liability of Siemens to Customer, the Order shall apply in each case.