

COMOS Supplemental Terms

Siemens Digital Industries Software



These COMOS Supplemental Terms (“**COMOS 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 COMOS on the Order (“**COMOS Offerings**”). These COMOS Terms together with the UCA or EULA, as applicable, and other applicable Supplemental Terms form the agreement between the parties (“**Agreement**”). These COMOS Terms also contain some provisions which apply exclusively to COMOS-Bentley Software, as identified in the respective Order.

1. **DEFINITIONS.** Capitalized terms used herein have the meaning as defined elsewhere in the Agreement. The following additional definitions apply to these COMOS Terms:

“**Authorized Agent**” mean an individual who is working on Customer’s premises or accessing the COMOS Software from anywhere in the Territory through a connection to the Customer’s private network and requires access to COMOS Software in support of Customer’s internal business as Customer’s consultant, agent, or contractor.

“**Authorized User**” means a Customer employee or Authorized Agent.

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

“**Site**” or “**Industrial Plant**” means a single physical Customer location where the COMOS 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 COMOS Software. If not specified on the Order nor elsewhere in the Agreement, the Territory shall be the country in which Customer has its principal place of business.

2. **LICENSE TYPES.** The following license and use types may be offered with respect to COMOS Software. Additional license and use types may be specified with respect to certain COMOS Software as set forth in an Order. Each license may be used only by Authorized Users for the term as specified in the Order. Unless otherwise specified, Customer may install the COMOS server Software within the Territory on one hardware device per license.

- 2.1 “**Backup**” license means a license granted solely to support redundancy on Customer’s backup or failsafe installations.
- 2.2 “**COMOS Platform**” license means the base license for the minimal functionality of the COMOS Software which a Customer must purchase for the usage of any COMOS Software. A COMOS Platform license is a prerequisite for the purchase of any additional licenses for COMOS Software, but, if specified on the Order, some defined COMOS Software packages may include such COMOS Platform license bundled together with licenses for other modules.
- 2.3 “**Floating**” or “**Concurrent User**” license means that access to the COMOS Software at any given moment is limited to the number of Authorized Users within the Territory and on the Customer’s network for whom COMOS Software licenses have been acquired as per the Order. Provided that an Authorized User’s official and customary place of work is a Site within the Territory, occasional use of the COMOS Software by such user from locations outside the licensed Territory (e.g. a Customer subsidiary office, an airport, a hotel, etc.) shall be regarded as use in compliance with the Territory restriction.
- 2.4 “**Named User**” license means that access to the COMOS Software license is restricted to named Authorized Users up to the maximum number of Authorized Users indicated on the Order Form. A Named User license may not be used by multiple individuals. The specified name of the Authorized User may be changed upon payment of an additional fee (“Rename Counter Fee”). Notwithstanding anything to the contrary in the Agreement, Named User licenses permit Authorized Users to access the COMOS Software from outside the Territory through a connection to the Customer’s network within the domain in which the COMOS server Software is located.
- 2.5 “**Node-Locked**” license means that the use of the COMOS Software is restricted to a single workstation specified by Customer, and may include a hardware lock device or dongle to manage this restriction. Such hardware lock devices or dongles are mobile, which means they are freely transportable to another workstation within the Territory without issuing a new license file.
- 2.6 “**Per Product**” license means that the use of the COMOS Software is restricted to the number of SISW or third-party products to which the COMOS Software is interfaced on a one-to-one basis.
- 2.7 “**Per Server**” license means that the use of the COMOS Software is restricted to a single, specified server instance.
- 2.8 “**Perpetual**” or “**Extended**” license means a license of the COMOS Software that extends indefinitely. Perpetual licenses do not include Maintenance Services.
- 2.9 “**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.
- 2.10 “**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.

- 2.11 **“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. **INDIRECT USE.** Indirect use of COMOS Offerings via hardware or software used by Customer does not reduce the number of Authorized User entitlements that Customer needs to acquire.
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 COMOS SOFTWARE.** Maintenance, enhancement, and technical support services for COMOS Software (**“Maintenance Services”**) are governed by the terms found at <https://www.siemens.com/sw-terms/mes> which are incorporated herein by reference.
6. **OTHER PROVISIONS.**
- 6.1. **Hardware.** Hardware delivered with the COMOS Software, such as a dongle, remains the property of SISW if not agreed otherwise in writing.
- 6.2. **Updates.** Customer will update the COMOS Software in accordance with the installation rules specified in the Documentation. All notices in the Documentation, or provided separately by SISW, regarding discontinuance of Maintenance Services for older versions of the COMOS Software are binding on Customer.
- 6.3. **Lost or Damaged Protection Devices.** New protection devices for existing licenses can only be delivered to the Customer upon return of the damaged protection device (e.g. a dongle). If the protection device is lost, new licenses must be purchased by the Customer unless otherwise specified by SISW. If the Customer subsequently recovers the lost device, the Customer will return it to SISW without undue delay.
- 6.4. **Authorized Use of APIs.** Customer is authorized to use any Application Programming Interface (**“API”**) that is identified as a published API in the Documentation to develop software for Customer’s internal use and for resale to others under terms and conditions at least as protective as those contained in the Agreement. 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. Customer is prohibited from using unpublished APIs under any circumstances.
- 6.5. **Additional Licensing Terms.** The following additional license restrictions apply to COMOS-Bentley Software:
- (a) The license compliance mechanism embedded in the COMOS-Bentley Software reports Customer usage data to determine unauthorized use of the license granted under the Agreement. Such data is accessible to SISW as well as to Bentley Systems Inc. and its affiliated companies.
 - (b) Customer is only permitted to use the number of licenses (**“Instances”**) of the COMOS-Bentley Software that SISW has licensed to Customer via an Order. Use of additional Instances requires an accepted Order for such Instances.