Mentor Graphics System Products Supplemental Terms

SIEMENS

Siemens Digital Industries Software

These Mentor Graphics System Products Supplemental Terms ("**MGSP 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 MGSP on the Order ("**MGSP Offerings**"). These MGSP 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 MGSP Terms:

   "**Asset**" means any physical or virtual device or component of a device that is configured in or through the MGSP Software or otherwise identified in the MGSP Software to upload data to or exchange data with the Offering. A single machine can consist of several Assets.

   "**Authorized Agent**" means an individual who is working on Customer's premises and requires access to MGSP 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.

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

   "**MGSP Software**" means the Software contained within a MGSP Offering.

   "**Site**" means a single physical Customer location where the MGSP 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 MGSP 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.

2. **LICENSE AND USE TYPES.** The following license and use types may be offered with respect to MGSP Software. Additional license and use types may be specified with respect to certain MGSP 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**" **or** "**Concurrent User**" license means that access to the MGSP Software at any given moment is limited to the number of Authorized Users for whom MGSP Software licenses have been acquired as per the Order.

2.3 "**Node-Locked**"**,** "**Active**" **or** "**Active User**" license means that the use of the MGSP 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.

2.4 "**Per Asset**" license means that the use of the MGSP Software is restricted to the number of Assets for which connection rights have been acquired, which means that only that number of Assets can exchange data with the MGSP Software. A Per Asset license may be further restricted

   - to a maximum number of data points ("tags") per Asset, if a number of data points or tags is specified in the Order, and
   - to a maximum number of server instances ("Servers"), if a number of Servers is specified in the Order.
   - to a maximum number of instances of sensor software ("Sensors"), if a number of Sensors is specified in the Order.
   - to a maximum number of instances of agent software ("Agents"), if a number of Agents is specified in the Order.

   Per Asset licenses cannot be shared by or between multiple Assets.

2.5 "**Per Server**" license means that the use of the MGSP Software is restricted to a single, specified server instance.

2.6 "**Perpetual**" or "**Extended**" license means a license of the MGSP Software that extends indefinitely. Perpetual licenses do not include Maintenance Services.

2.7 "**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.

2.8 "**Subscription**" license 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.

2.9　"**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 MGSP Offerings via hardware or software used by Customer does not reduce the number of Authorized User or Per Asset 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.　**OTHER PROVISIONS.**

5.1　<u>**Additional Use Restrictions.**</u> Use of specific MGSP Software may be restricted to a certain compute power (e.g. number of cores used to process a job) and several licenses may be combined to utilize the compute power of each license for use by one or more Authorized User. These restrictions are specified in the Documentation.

5.2　<u>**Source Code.**</u> Customer will use MGSP Software provided in source code form only to modify or enhance the MGSP Software for the authorized use.

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

7.　**ADDITIONAL TERMS APPLICABLE TO XaaS OFFERINGS.**

7.1　<u>**Entitlements.**</u> Cloud Services contained within an MGSP 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 MGSP Software contained within such MGSP 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.

7.2　<u>**Support and SLAs.**</u> 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.