CNC Shopfloor Management Software
Product Specific Terms

Siemens Product Lifecycle Management Software Inc., or one of its Siemens Industry Software affiliated companies (collectively referred to herein as "SISW"), has entered into a software license and services agreement with a customer for SISW software, which may have taken the form of a written agreement signed by both parties or a click-wrap or online agreement agreed to by the customer electronically (referred to herein as the "Agreement"). The terms and conditions of this amendment (the "CNC Amendment") are specific to CNC Shopfloor Management Software and not to any other software offered by SISW. These terms are additional to the terms in the Agreement and, to the extent that these terms are in conflict with the terms of the Agreement, these terms will take precedence and supersede the terms of the Agreement with respect to CNC Shopfloor Management Software.

The additional CNC Shopfloor Management Software terms and conditions are as follows:

1. **DEFINITIONS.** Capitalized terms used in this CNC Amendment shall have the same meaning as defined in the Agreement unless they are otherwise defined in this CNC Amendment. The following definitions are specific to CNC Shopfloor Management Software and not to any other Software provided under the Agreement:

    1.1 "Authorized Agents" means - in deviation from Section 2.1 (a) of the Agreement - Customer's or end customer's consultants, agents and contractors who are working on Customer's or end customer's premises and who require access to licensed Software and/or Documentation as part of their support of Customer's or end customer's internal business.

    1.2 "CNC Shopfloor Management Software" means all Software with the Product ID "MCS" sold by SISW.

    1.3 "CoL" means the Certificate of License, that contains information on the use rights of the Software provided. The CoL is delivered together with the Software or the delivery documentation.

    1.4 "Incident Report (IR)" shall mean a query of the Customer related to CNC Shopfloor Management Software which is dealt with within the scope of this CNC Amendment.

    1.5 "Instance" means either an instance in a physical operating system environment or an instance in a virtual operating system environment.

    1.6 Customer"ServicePack" is the release of the Sofware, in which errors have been corrected, that generally does not contain any changed functionality of the Software. ServicePacks may be copied in the same amount as the number of original licenses of the Software.

    1.7 "Simulation Software" is the Customer's simulation software, into which the Customer has incorporated the VNCK Software.

    1.8 "Software-Update" is a version of the Software that contains enhanced functionality, optimization etc. (Major and Point Releases).

    1.9 "Targeted Response Time" shall mean the targeted time between the receipt of the Incident Report via SISW Support Center in accordance with this CNC Amendment and the first communication of a member of the SISW Support Center with the customer by e-mail or phone taking into account the availability periods for the contracted support service level Bronze/Standard.

2. **SOFTWARE LICENSE TERMS AND CONDITIONS.**

    2.1 License types: The following license types are offered for CNC Shopfloor Management Software:

        2.1.1 "Single License" means a non-exclusive license of the Software that the Customer or end customer may install on one (1) Instance and use in the manner specified in the LSDA or CoL.

        2.1.2 "Trial- or Demo-License" means a non-exclusive and non-transferrable license, to install the CNC Shopfloor Management Software on one (1) Instance for testing purposes only as specified between the parties in writing. The term of the Software use is restricted to a period of sixty (60) days and starts with the delivery of the Software. The parties may agree to a different term for instance in the case of VNCK Software.

2.1.3 „Floating-License" has the same meaning as ˝Concurrent User˝ license under the Agreement. The Customer is entitled to install the software on up to ten (10) times as many Instances as licenses that were acquired. Example: in case the Customer has acquired three (3) licenses, the software may be installed on 30 (thirty) Customer Instances.

2.2 License grant. In addition to Section 2.2. (a) of the Agreement. The Customer is entitled to transfer the license rights to a third party, provided that the Customer:

- Enters into an agreement with the third party with terms that are at least as stringent as under the Agreement and this CNC Amendment.

- Provides SISW with the contact data of the third party.

- To the extent applicable provides the third party with an existing license key or similar as well as with the respective CoL.

2.3 Create MyCC and Create MyCCI: When ordering the software products Create MyCC and Create MyCCI Customer needs to enter in an individual agreement with Siemens AG.

3. **SOFTWARE MAINTENANCE AND SUPPORT TERMS AND CONDITONS** The following terms and conditions shall apply for maintenance and support services for CNC Shopfloor Management Software and will as such amend the respective provisions of the Agreement. The terms and conditions contained herein shall prevail over those of the Agreement.

3.1 Maintenance of damaged data media. In case of damaged data media SISW will provide the Customer with a new version of the CNC Shopfloor Management Software. The method of the provision is at the sole discretion of SISW.

3.2 Delivery of Software Updates and Service Packs. Software Maintenance Services consists of the provision of Software updates and ServicePacks of the CNC Shopfloor Management Software, to the extent that these services are made available by SISW with respect to the Software, or any portion of the Software, to its customer base in general. The installation of Software updates and ServicePacks is not part of the Software maintenance.

3.3 Telephone Support. The quality of the telephone support depends on the agreed Service Level. Currently only the service level Bronze/Standard Service is available.

3.4 Bronze/Standard Support Services

3.4.1 Telephone Support. Bronze/Standard Support customers may contact the SISW support center that supports the CNC Shopfloor Management Software as listed on the following SISW webpage: http://www.siemens.com/gtac with issues or questions. The experts are available from 0800-1700 hours during normal business hours (Monday to Friday) in Germany excluding national and local holidays. Customer shall provide the SISW Support Center with sufficient information about a suspected problem or error and the circumstances under which it occurred for SISW to recreate the problem on their systems. Telephone support is provided in German; other languages may be available at the sole discretion of SISW.

3.4.2 In deviation from Section 3.6 of the Agreement Customer will not be provided with the following services:

- Exchange information on the bulletin board,
- Download Software fixes and workarounds.

3.4.3 Access and Data. SISW is able to provide support services through remote connection upon request and in mutual agreement between the Customer and SISW. Customer shall provide SISW with secure remote access to the Customer's systems that are running the CNC Shopfloor Management Software.

3.5 Other general Maintenance Provisions

3.5.1 Information on end customer. If Customer is not the end customer of the maintenance services, Customer has to inform SISW of the identity of the end customer as soon as the Customer knows the end customer.

3.5.2 Prioritization of Support Services. SISW will use commercially reasonable efforts to provide prompt

Support Services on a first come/first serve basis. Incident Reports are automatically escalated to the appropriate resources within SISW based on severity and complexity. The Customer shall classify each Incident Reports according to the following priority classes and according to the impact(s) to its business. If a priority class is not defined by the Customer, it is by default considered to be "Low".

(a) Priority Classes:

- Critical

    The production system or deployment is currently inoperative. Continued usage of one or more critical functions of the product/deployment is impossible and prevents normal usage or deployment. Critical business operation and usage are severely affected on a production system or deployment process system. The problem is time-critical and causes a production or deployment stoppage. Targeted Response Time for Critical priority incidents is 4 hours for Bronze/Standard Support tiers.

- High

    A severe functionality loss of the production system or deployment, but the system remains operational. The problem is time-sensitive and may be causing an immediate functional stoppage. Targeted Response Time for High priority incidents is 8 hours for Bronze/Standard Support tiers.

- General

    A functionality issue has occurred but processing can continue, or a non-business critical function is not performing properly. Business operations are continuing and the impact is minor or a workaround exists. The problem can be time-sensitive but is not causing an immediate work stoppage and usage can continue in a restricted fashion. Targeted Response Time for General priority incidents is 2 days for Bronze/Standard Support tiers.

- Low

    A request or question for general support or information on a product. There is no work stoppage and operations can continue in an unrestricted manner. This includes requests for a new feature or functionality in the existing product or important to long-term functionality. Targeted Response Time for Low priority incidents is 5 days for Bronze/Standard Support tiers.

(b) Final incident classification shall be at the sole discretion of SISW.

3.5.3 <u>Registration of Maintenance</u>. SISW will provide Customer with a contract number as part of the LSDA. This number is required in order to register as a contact for maintenance services.

3.5.4 <u>Inability to Correct</u>. If SISW is unable to correct a material nonconformity between the CNC Shopfloor Management Software and its Documentation within a reasonable time, Customer may, as its sole remedy, terminate the Support Services and receive a refund of the remaining, unused balance of the fees for Support Services under the terms of the Agreement.

3.5.5 <u>Professional Services</u>. Customer is entitled to order Professional Services. Each order for Professional Services shall be set forth on an SoW. Professional Services are not part of this CNC Amendment.

4. **SPECIAL CONDITIONS FOR VNCK SOFTWARE**

   4.1 <u>Rights</u>

   4.1.1 SISW shall grant the Customer a non-exclusive, non-assignable right to install, and use, the Software provided on hardware in order to create Simulation Software, to produce copies of the Simulation Software created in this way and to transfer the same to third parties for their use. The Customer shall solely be entitled to grant the third party the right to use any copy of the Simulation Software on one Instance. The rights granted to Customer with regard to the Software shall also apply accordingly with respect to the documentation of such Software.

   4.1.2 The Customer shall be entitled to make up to three (3) archive copies of the Software. Said copy may be used only to replace the data medium provided where the latter has been destroyed or has become unusable for any other reason. Otherwise, it shall be permissible to copy the Software only as part of the process of copying the Simulation Software. In both cases the Customer must include alphanumerical identifications, trademarks and copyright references unchanged in the copy.

4.2   Furthermore, the Customer shall be 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 Simulation Software for the Customer. This requires that the Customer enters into an agreement with the third party with terms that are at least as stringent as the terms under the Agreement and this CNC Amendment. The Customer is liable for the third party to be in compliance with such provisions. The Customer shall indemnify SISW against any claims to compensation made by the third party.

4.3   <u>Consideration</u>

    4.3.1   In consideration of those rights granted the Customer shall pay a license fee in respect of every copy of the Simulation Software it sells or uses itself. The Customer shall be entitled to use for itself a maximum number of three (3) copies of the Software provided by SISW for purposes of development and trials without any license fee. The Customer is obliged to number the copies of the Simulation Software he has created with license numbers provided by SISW. The Customer is further obliged to keep records of the number of copies of the Simulation Software he has created and sold and of those used by itself 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 Simulation Software have been provided, along with the corresponding license numbers and the number of copies. The Customer shall take steps to ensure that the 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.

    4.3.2   Alternatively, SISW and the Customer may agree that the Customer is entitled to buy a license that allows the Customer to sell or use an unlimited number of copies.