

MC – CNC Shopfloor Management Supplemental Terms

These MC Terms (the “MC Terms”) amend the End User License Agreement (“EULA”) between Customer and SISW solely with regard to the Products identified on the Order Form as “MC” (“MC Software”). These MC Terms, together with the EULA and other applicable Supplemental Terms, form the agreement between the parties (“Agreement”).

1. **DEFINITIONS.** Capitalized terms used herein have the meaning as defined in the Agreement. The following additional definitions apply to these MC Terms:
 - (a) “Authorized Agents” means 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 MC Software and/or Documentation as part of their support of Customer’s or End Customer’s internal business.
 - (b) “Authorized Users” means Customer’s and End Customer’s employees and Authorized Agents.
 - (c) “CoL” means the Certificate of License, that contains information on the use rights of the Software provided. The CoL is delivered together with the MC Software or the Documentation.
 - (d) “End Customer” means the third party to whom Customer transfers the MC Software under the Agreement and these MC Terms.
 - (e) “Instance” means either an installation in a physical operating system environment or an installation in a virtual operating system environment.
 - (f) “Simulation Software” means Customer’s simulation software, into which Customer has incorporated parts of VNCK Software.
 - (g) “VNCK Software” means Software to create and to run Simulation Software with regard to the virtual CNC controller.
2. **LICENSE AND USE TYPES.** The following license and use types may be offered with respect to individual MC Software products. Additional license and use types may be specified with respect to certain products as set forth in an Order Form. Each license may be used only by Authorized Users for the term as specified in the Order Form.
 - 2.1 “Perpetual License” or “Extended Term License” means a license of the Software that extends indefinitely. Perpetual Licenses do not include Maintenance Services.
 - 2.2 “Single License” means a non-exclusive license of the MC Software that Customer or End Customer may install on one Instance and use in the manner specified in the Order Form.
 - 2.3 “Trial or Demo License” means a non-exclusive and non-transferrable license, to install the MC Software on one Instance for testing purposes only as specified between the parties in writing. The term of the MC Software use is restricted to a period of sixty days and starts with the delivery of the MC Software. The parties may agree to a different term, for example in the case of VNCK Software.
 - 2.4 “Floating-License” means a non-exclusive license of the MC Software that access to the MC Software at any given moment is limited to the maximum number of Authorized Users indicated on the Order Form. Customer is entitled to install the MC Software on up to ten times as many Instances as licenses that were acquired. Example: in case Customer has acquired three (3) licenses, the MC Software may be installed on thirty Customer Instances.
3. **LICENSE GRANT.** In addition to the license grant in the Agreement the Customer is entitled to transfer the license rights to an End Customer provided that the Customer (i) enters into an agreement with the End Customer with terms that are at least as stringent as under the Agreement and these MC Terms, (ii) provides SISW with the contact data of the End Customer, and (iii) to the extent applicable provides the End Customer with an existing license key or similar as well as with the respective CoL or Order Form.
4. **SPECIAL CONDITIONS FOR VNCK SOFTWARE.** The following terms apply with regard to VNCK Software.
 - 4.1 **Rights.** SISW will grant Customer a non-exclusive, non-assignable right to install and use the VNCK 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 or test use. Customer will solely be entitled to grant the third party the right to use any copy of the Simulation Software on one Instance.
 - 4.2 **Copies.** Customer will be entitled to make up to three (3) archive copies of the VNCK Software. Said copies 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 will be permissible to copy the VNCK Software only as part of the process of copying the Simulation Software. In both cases, Customer must include alphanumeric identifications, trademarks and copyright references unchanged in the copy.
 - 4.3 **Creating Simulation Software.** Customer is entitled to make the VNCK Software available to a third party if and to the extent that it is provided exclusively for the purpose of creating Simulation Software for Customer. This

requires Customer to enter into an agreement with the third party with terms that are at least as stringent as the terms under the Agreement and these MC Terms. Customer is liable for the third party to be in compliance with such provisions. Customer will indemnify SISW against any claims to compensation made by the third party.

- 4.4 Further rights and obligations including development and trials.** Customer will be entitled to use for itself a maximum number of three (3) copies of the VNCK Software provided by SISW for purposes of development and trials. Customer is obliged to number the copies of the Simulation Software created with license numbers provided by SISW. Customer is further obliged to keep records of the number of copies of the Simulation Software 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. Customer will take steps to ensure that the Simulation 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.
- 4.5 Consideration.** In consideration of those rights granted Customer will pay a license fee in respect of every copy of the Simulation Software it sells or uses itself. Customer does not have to pay for copies used for archiving and test and development purposes used as mentioned under these MC Terms. Alternatively, SISW and Customer may agree that Customer is entitled to buy a license that allows Customer to sell or use an unlimited number of copies.