

XHQ Software Supplemental Terms

These XHQ Supplemental Terms (“XHQ Terms”) amend the End User License Agreement (“EULA”) between Customer and SISW solely with regard to the Products identified on the Order Form as XHQ (“XHQ Software”). These XHQ Terms together with the EULA 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 XHQ Terms:
 - (a) “Authorized Agents” means Customer’s consultants, agents and contractors who are working on Customer’s premises and require access to XHQ Software in support of Customer’s internal business.
 - (b) “Authorized Users” means Customer’s employees and Authorized Agents.
 - (c) “Documentation” has the meaning stated in the EULA. In addition, the XHQ Documentation is available in English, and may only be used in conjunction with the installation and use of the XHQ Software. It is provided in digital format with the XHQ Software.
 - (d) “Helper tools” are tools that automate or expedite tasks that would otherwise be labor intensive. Helper tools offer the same Warranty terms and conditions as outlined in the Agreement, but do not include maintenance, support and are not entitled to free upgrades to subsequent versions. Customer may hire XHQ Delivery Services to enhance or modify the Helper tools as Professional Services projects under an SOW.
 - (e) “Multiplexing”: means the use of hardware or software to pool connections or reroute information.
 - (f) “Quick Start Packs” are modules that complement the “XHQ Software”. Quick Start Packs are not “ready to use” and need to be customized before they can be used for any particular purpose. It is solely Customer’s responsibility to modify and complete Quick Start Packs to meet Customer’s specific needs. Quick Start Packs, when unchanged, offer the same Warranty terms and conditions as outlined in the Agreement, but are not covered by maintenance, support and are not entitled to free upgrades to subsequent versions. Customer may, at their discretion, hire XHQ Delivery Services to maintain, enhance or modify the Quick Start Packs as professional services projects on terms and pricing that is mutually acceptable to the parties. Modified Quick Start Packs are not covered by warranty.
 - (g) “Territory” means the country in which Customer is licensed to install the XHQ Software.
2. **LICENSE GRANT AND CONDITIONS.** In addition to the license grant and conditions set forth in the Agreement, the following conditions apply:
 - 2.1 The XHQ license permits the XHQ Software to be installed on either (a) one Intel-class server with a maximum of two physical CPU sockets, or (b) a cloud hosted virtual server that is approved in writing by SISW. The usage is limited to the number of licensed Named Users and is referred to as the “production” server.
 - 2.2 An XHQ license for a “non-production” server permits the XHQ Software to be installed on either (a) one Intel-class server with a maximum of two physical CPU sockets, or (b) a cloud hosted virtual server that is approved in writing by SISW. The installation may be used for solution development and solution testing only. The installation is limited to be accessed only by the number of Authorized Users as defined in the “non-production” product description, but otherwise has the same XHQ license options enabled as in the production server and is referred to as the “non-production” server.
 - 2.3 The “non-production” server may not be used under any circumstance as an additional production server nor to temporarily replace a production server which may be momentarily inoperable. The sole purpose of a “non-production” server is to allow solution development or solution testing without impacting the production server. XHQ solution content updates from the development server are typically transferred to the production server in regular intervals by the solution administrator. This is needed to make the XHQ content updates accessible to the end users.
 - 2.4 Customer may install XHQ Software on a virtual server only if the underlying hardware configuration of the underlying physical server, either alone or when used in a cluster, does not exceed the maximum capability of two physical Intel-class server CPU sockets.
 - 2.5 If Customer intends to transfer the license key of the XHQ Software to another server it shall notify SISW with a reasonable notice period prior to the intended transfer. In such cases, SISW shall allow such transfer to another server up to three (3) times per calendar year at no charge and will issue a new license key to the Customer.
 - 2.6 The two physical CPU socket usage restrictions noted in sections 2.1, 2.2, and 2.4 do not apply to ‘XHQ Base System’ Products.

3. **LICENSE TYPES.** The following license and use types may be offered with respect to individual XHQ 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 in the Territory and for the term as specified in the Order Form.
- 3.1 **“Backup License”** means a license granted solely to support redundancy on Customer’s backup or failsafe installations.
- 3.2 **“Concurrent User License”** means that the XHQ Software may be accessed at any moment by, at most, the maximum licensed number of "concurrent users".
- 3.3 **“Named User License”** means that the XHQ Software may be used by the licensed number of Named Users. Apart from Authorized Users, a Named User may also be a computer system as well as all instances of indirect access to the XHQ Software which can, for example, occur via computer system interconnections acting as Named Users of the XHQ Software and interfacing between the XHQ Software and other Customer systems. For example, multiplexing or redistributing data from the XHQ Software via an intermediary system does not avoid the need to license all individual users or computer systems that access the data from the intermediary system as Named Users. The use of the Multi-Site (Tiered Connector) delivered with XHQ does not count as indirect access for the purposes of this definition. Customer shall have the right to change Named User license assignments provided that no individual Named User license assignments may be changed more than once per calendar month.
- 3.4 **“Perpetual License”** or **“Extended Term License”** means a license of the Software that extends indefinitely. Perpetual Licenses do not include Maintenance Services.
- 3.5 **“Server License”** means that the use of the PLM Software is restricted to a single, specified server.
- 3.6 **“Subscription”** means a license for a limited term as identified in an Order Form. 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.
- 3.7 **“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.

4. **LIMITED WARRANTY AND DISCLAIMERS.** In addition to the disclaimers contained in the Agreement, the following shall apply:

No part of the XHQ Software is designed, manufactured or intended for use or resale as a part of online control equipment or in hazardous environments requiring fail-safe performance, such as online control of aircraft, air traffic, aircraft navigation or aircraft communications, or in the design, construction, operation or maintenance of any nuclear facility, direct life support machines, or weapons systems, in which the failure of the XHQ Software could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). LICENSOR AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES. Customer warrants that they will not use the XHQ Software for High Risk Activities.

5. **OTHER LICENSING TOPICS.**

- 5.1 **Updates.** Customer will update the XHQ Software in accordance with the installation rules specified in the documentation which is delivered with the XHQ Software. All notices in the Documentation, or provided separately by SISW, regarding discontinuance of Maintenance Services for older releases of the XHQ Software are binding on Customer.
- 5.2 **Database Software.** XHQ Software may include embedded database software ("Database Software"). Usage of the Database Software is exclusively restricted to its use with the XHQ Software. Customer is prohibited from, among other activities, any of the following:
- (a) timesharing, service bureau, subscription service, or rental use of the Database Software;
 - (b) title to or usage of the Database Software being passed to any other person;
 - (c) direct usage of the Database Software except as part of the solution using the Software;
 - (d) installation, usage, or running the Database Software on any computer system upon which the XHQ Software is not installed. The Database Software may be used only in conjunction with the XHQ Software; and
 - (e) distribution or other dissemination of the Database Software.
- 5.3 **Compliance with License Agreements for products not supplied by SISW.** Use of the XHQ Software may require modifications to certain existing Customer license agreements with other vendors. It is the sole responsibility of Customer to comply with such agreements. Customer is responsible for obtaining any supporting software required for use of the XHQ Software, including any operating system software, database software, or third party applications software and for the interoperability between the supporting software and the XHQ Software.

5.4 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 herein. 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.