

Camstar Enterprise 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”). These terms and conditions (the “Camstar Amendment”) are specific to Camstar Enterprise software (“Camstar Enterprise 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 Camstar Enterprise Software.

The additional Camstar Enterprise Software terms and conditions are as follows:

1. **Definitions.** Capitalized terms used in this Amendment shall have the same meaning as defined in the Agreement unless they are otherwise defined in this Amendment. For Purposes of Active User licenses of the Camstar Enterprise Software the terms “Territory” and “Authorized Users”, as defined in the Agreement, shall not apply. The following definitions are specific to Camstar Software and not to any other Software provided under the Agreement:
 - 1.1. “Active User” licenses shall have the meaning defined in Section 2 below.
 - 1.2. “Camstar Enterprise Software” means all software sold by SISW under the generic name Camstar, or any successor name that may be chosen by SISW, except for software licenses that are sold as software as a service (“SaaS”), which shall be sold under a separate agreement.
 - 1.3. “Customer Affiliates” means those companies that control, are controlled by, or under common control with, the Customer. For purposes of this definition “control” is defined as the direct or indirect ownership of more than 50% of the voting securities of an affiliate.
 - 1.4. “Location” means the Customer location listed in an LSDA at which specific Camstar Enterprise Software will be installed. A Customer may have multiple Locations and each Location will have a specific number of Active User licenses of the Camstar Enterprise Software associated with it. Each Active User license is limited to use by the Customer for the benefit of the Location associated with the Active User license. Notwithstanding anything to the contrary in the Agreement, Customer may not transfer Camstar Enterprise Software or Active User licenses to a different Location without SISW’s prior written consent.
 - 1.5. “Multiplexing” means the use of hardware or software to pool connections, reroute information, or reduce the number of users that directly access or use the Camstar Enterprise Software (sometimes referred to as “pooling”).
 - 1.6. “Users” means the employees of Customer, employees of Customer Affiliates, and employees of Customer’s consultants, agents, and contractors who are not competitors of SISW provided that the consultant, agent or contractor has agreed in writing to restrictions on the use of the Software and obligations of confidentiality and nondisclosure no less stringent than those set forth in the Agreement. The term Users also includes devices that are connected to the Camstar Enterprise Software including, but not limited to, Web-based user interfaces, browser connections, shop floor Terminals (PCs), shop floor devices Multiplexed through a single PC – including RF Devices, Data Collection Terminals, mobile devices, Windows CE terminals, and interface connections to or from the Camstar Enterprise Software installed at a specific Location.
2. **License Types.** Section 2.3 of the Agreement is hereby amended to add the following license type which is available with respect to Camstar Enterprise Software: “Active User” licenses means that access to the Camstar Enterprise Software will be limited to the maximum number of Users for which licenses have been validly acquired under the Agreement for a specific Location. Multiplexing shall not reduce the number of Active User licenses; each individual logged into, or device connected to, a Multiplexing device counts as one Active User license.”
3. **Support Services.** Section 3 of the Agreement shall not apply to the Camstar Enterprise Software. Support services for the Camstar Enterprise Software will be available to the Customer in accordance with the terms and conditions appended hereto as Schedule 1.

SCHEDULE 1

Camstar Enterprise Software Support Schedule

1. Support Services.

Subject to Customer's payment of applicable Support and/or Subscription Fees, SISW will use commercially reasonable efforts to provide support services in accordance with the terms of this Schedule 1 ("Support Services").

1.1 Bronze Support Service.

- (a) Online Support. Bronze Support Customers are authorized to create, manage and review incident requests online. Access to the Camstar Technical Support Website (<http://support.camstar.com>), including the Camstar Enterprise Platform knowledge base and documentation, is available twenty four hours per day/seven days per week ("24/7").
- (b) Telephone Support. Bronze Support Customers may contact the Camstar Technical Support Center with issues or questions during normal business hours for the Camstar Technical Support Center in closest proximity to the customer's site. Customer shall provide SISW with sufficient information about a suspected problem or error and the circumstances under which it occurred for SISW to recreate the problem on SISW's systems. SISW will target a response time of eight (8) business hours from the incident request.
- (c) Technical Contacts. Bronze Support Customers will designate two (2) Customer employees as named technical contacts who have received training from SISW on the Camstar Enterprise Software. These designated technical contacts will be the primary contacts at the Customer's premises who will contact SISW for Support Services. In addition, one Customer technical contact must be present at the time SISW provides any Support Services. Customer's initial designated technical contacts may be changed from time to time by providing advanced written notice to SISW.
- (d) Corrections and Updates. During the term of the Support Schedule, if SISW makes a correction or update to the version of Camstar Enterprise Software in use by Customer ("Update") and such Update is made generally available at no additional charge to SISW's Camstar Enterprise Software customers, SISW will provide Customer with one (1) copy of such Update of the Camstar Enterprise Software, along with any applicable documentation, instructions or data conversion utilities, on an exchange basis. Customer is authorized to replace each authorized copy of the Camstar Enterprise Software covered by this Support Schedule with the Update of the Camstar Enterprise Software. Customer's use of each Update of the Camstar Enterprise Software provided under this Support Schedule shall be subject to the same license terms and conditions as the original version of the Camstar Enterprise Software being replaced.
 - (i) Hardware Incompatibility. If a hardware or operating system modification or update is necessary for the use of an Update of the Camstar Enterprise Software, SISW will use reasonable efforts to provide Customer with advance notice of the Update requirements. Customer is solely responsible for the purchase, installation and support of any hardware or operating system that are required to correct problems in the performance of, or to operate Updates to, the Camstar Enterprise Software, at Customer's expense.
 - (ii) Compatibility with Unsupported Software. If it becomes necessary for Customer to update, upgrade or modify any software that is not covered by this Support Schedule (or another software Support Schedule between Customer and SISW) in order for such software to function with an Update of the Camstar Enterprise Software, Customer is solely responsible for the purchase or modification of such software at Customer's expense.
 - (iii) New Software Not Included. New versions or enhancements of the Camstar Enterprise Software that are generally not made available to SISW's customers without the payment of additional Support or Subscription Fees are not included under the scope of this Support Schedule, but may be available to Customer from time to time at an additional charge. In the event of a dispute as to whether a product is an Update, Upgrade, or new version, SISW's opinion will prevail provided that SISW treats Customer the same as it treats its other similarly situated customers.

1.2 Silver Support Service. Silver Support Customers will receive all of the benefits of Bronze Support plus the following additional benefits.

- (a) SISW will target a response time of four (4) business hours from the incident request.
- (b) One (1) additional Customer technical contact for a total of three (3) Customer technical contacts.
- (c) Emergency Support Service. Emergency telephone support will be available 24/7 solely to address situations in which Customer's Camstar Enterprise Software production installation ceases to function entirely or causes a severe disruption to the Customer's operations. The 24 hour support hotline should only be used outside of normal business hours; please call the Camstar Support Department directly during normal business hours.

- (d) Metadata Conversion Assistance. SISW will provide conversion assistance for the Metadata at no cost to Customer one time per year per Location. Any additional conversions will be subject to additional charges.
- 1.3 Gold Support Service. Gold Support Customers will receive all of the benefits of Silver Support plus the following additional benefits.
- (a) SISW will target a response time of two (2) business hours from the incident request.
 - (b) Two (2) additional Customer technical contacts for a total of five (5) Customer technical contacts.
 - (c) Global support to address incident requests outside of the local business hours.
 - (d) Access to the SISW GTAC Solution Center.
 - (e) Live remote diagnostics and trouble-shooting.
 - (f) Pre-arranged weekend support for implementation or upgrade go-live situations.
 - (g) Optional purchase of additional support offerings for Gold Support Customers only. These support offerings of up to two (2) weeks of pre-arranged services every six (6) months may include remote “How To” consultation and training, data purge and data archive assistance, and application and database tuning.
- 1.4 Prioritization of Service. SISW will use commercially reasonable efforts to provide prompt Support Services on a first come/first served basis. However, incident requests are automatically escalated to the appropriate resources within SISW based on severity and complexity.
- 1.5 Error Corrections. If the Camstar Enterprise Software itself does not perform in substantial accordance with the specifications set forth in the documentation provided by SISW or if there is an error in the documentation, SISW will either replace or correct the defective Camstar Enterprise Software or documentation. SISW shall exercise a level of effort commensurate with the severity of the error, provided that SISW shall have no obligation to correct all errors in the Camstar Enterprise Software. SISW will provide Customer with any known error avoidance or error bypass procedures as soon as possible after Customer notifies SISW of a reproducible error that causes the Camstar Enterprise Software to fail to conform to the specifications set forth in its documentation. In addition, SISW will use commercially reasonable efforts to correct any reproducible non-conformity within a reasonable time after SISW is able to verify and reproduce the reported error. This service may be provided by remote access to Customer’s computer or by the delivery of tangible media depending on the nature of the problem.
- 1.6 Operating Environment; No Modifications. This Support Schedule applies only to the operation of the Camstar Enterprise Software when used under the conditions and in the environment for which it was designed as described in the license and the Camstar Enterprise Software documentation. SISW is not required to provide Support Services if the Camstar Enterprise Software has been modified or altered by anyone other than SISW unless such alteration was made at SISW’s express direction. Supported configurations and hardware environments are documented in the Camstar Release Matrix found on the web site.
- 1.7 Inability to Correct. If SISW is unable to correct a material nonconformity between the Camstar Enterprise Software and its documentation within a reasonable time, SISW may offer Customer the choice of terminating the pro-rata portion of the annual Support or Subscription Fees as the Customer’s sole remedy.
- 1.8 Current Versions Only. SISW will support the then-current version and two (2) versions previous of the Camstar Enterprise Software, and shall have no obligation to provide Support Services to Customer if Customer fails to implement a new version of the Camstar Enterprise Software within two (2) years after it is delivered by SISW and if the difficulty giving rise to a support request is related to an unsupported version which would be cured by implementing a supported version. Additionally, Updates and other corrective software (e.g., hotfixes) that are released by SISW to Customer shall be applied by the Customer promptly after receipt. In the event an existing Update addresses a known problem for Customer’s respective release version, then said Update will be considered resolution. Specific Customer corrective fixes will not be supplied or supported unless an error is confirmed by SISW and is not addressed in a currently available Update or version upgrade. In the event a specific Customer corrective fix is generated by SISW, it will be the responsibility of SISW to incorporate it into an Update and the responsibility of the Customer to apply said Update.
- 1.9 Additional Services. Services outside the Customer’s support level or outside the scope of this Support Schedule may be available from time to time for an additional cost. For example, on-site services, consulting, installation and configuration on Customer’s systems, end user training, custom programming, and other services are not included hereunder but may be available on an additional cost basis under a separate agreement with SISW.
- 1.10 Third Party Software. SISW only certifies that Third Party Software will function in conjunction with the Camstar Enterprise Software in accordance with its related documentation. Any other use of Third Party Software by Customer, whether as a stand-alone product or in conjunction with the Camstar Enterprise Software, has not been tested and is not

certified by SISW. While SISW may assist Customer with the interoperability of Third Party Software with the Camstar Enterprise Software, SISW has no obligation to support Third Party Software.

2. Term.

- 2.1 Customer may purchase Support Services for an initial annual maintenance term. Thereafter, maintenance services will automatically renew for successive one (1) year terms unless terminated by either party by providing written notice of termination to the other party at least sixty (60) days prior to the expiration of the initial term or any renewal term. SISW may adjust the Software maintenance fees for a renewal term provided that SISW provides written notice to the Customer at least sixty (60) days prior to the end of the then-current term. If Customer purchases additional Software licenses during the term of this Agreement, SISW will pro-rate the annual maintenance fees for such additional Software to be coterminous with the initial maintenance term and billing cycle.
- 2.2 Purchase for maintenance services for a Customer Location is subject to purchase of services for all Camstar Enterprise Software modules licensed for use at that Location. In the event that Customer fails to renew or terminates maintenance, then later wishes to restart maintenance, Customer must pay an amount equal to all back maintenance fees plus twenty five percent (25%) of such fees in addition to any other fees necessary to bring the Camstar Enterprise Software up to the then-current release.

3. Customer's Obligations.

SISW shall have no obligation to provide Support Services unless the following conditions are met at all times this Support Schedule is in force:

- 3.1 Technical Contacts. Customer shall at all times have not less than two technically knowledgeable and trained employees as its designated technical contacts.
- 3.2 Access and Data. Customer shall provide SISW with secure remote access to Customer's computer systems that are running the Camstar Enterprise Software. The access protocols and passwords to be used for this access will be determined by each party's technical contacts from time to time. Customer shall provide SISW with copies of Customer data upon SISW's reasonable request in order to provide the Support Services.