

# Cloud Supplemental Terms For Teamcenter CALM Interop

These Teamcenter CALM Interop Supplemental Terms (“Teamcenter CALM Terms”) amend the Cloud Service Agreement (“Agreement”) between Customer and SISW and apply solely with regard to the Cloud Services identified in the Order as Teamcenter CALM Interop (“Teamcenter CALM Services”). In the event of a conflict between the Agreement and these Teamcenter CALM Terms, these Teamcenter CALM Terms prevail. In the event of a conflict between an Order and the Teamcenter CALM Terms or the Agreement, the Order prevails with respect to the Cloud Services ordered thereunder.

1. **DEFINITIONS.** Capitalized terms used herein have the meaning as defined in the Agreement. The following additional definitions apply to these Teamcenter CALM Terms:
  - (a) “Acceptable Use Policy” means the document located at the following URL, which is incorporated by reference into this Agreement as if fully set forth herein: <https://www.plm.automation.siemens.com/global/de/legal/online-terms/cloud/>.
  - (b) “Named User” means a single Authorized User that may use the Teamcenter CALM Services.
  - (c) “Software” means any downloadable tools, software development kits, or other such computer software made available by SISW for use as part of or in connection with the Teamcenter CALM Services, including updates thereto.
  
2. **ENTITLEMENT AND RIGHT TO ACCESS TEAMCENTER CALM SERVICES.** Customer is entitled to use Teamcenter CALM Services and Software during a limited term and according to the parameters of the Teamcenter CALM Services specified in the Order. For certain use cases of Teamcenter CALM Services, additional software may be required which must be acquired by Customer directly from a third party (e.g. Bentley Systems).
  - 2.1 **Usage Parameters.** Teamcenter CALM Services are offered on a Named User basis. Each Named User will be prompted to establish unique user log-in credentials prior to using the Teamcenter CALM Services. Access may be reassigned between uniquely identifiable Named Users over time, but not so frequently as to enable sharing of a single Named User account by multiple users. Customer may re-assign a Named User once per calendar month.
  - 2.2 **Restrictions on Use of the Teamcenter CALM Services.** When using Teamcenter CALM Services, Customer must comply with the terms of the Acceptable Use Policy.
  - 2.3 **Data Center Locations.** The current data centers for Teamcenter CALM Services are located in the United States and Western Europe. In case of changes to data center locations, SISW will notify Customer in due course.
  
3. **OTHER PROVISIONS.**
  - 3.1 **Changes to Teamcenter CALM Terms.** Any change to these Teamcenter CALM Terms will only apply from the beginning of a renewed term of a subscription, unless a change during a current term is required as a result of a change of laws or permitted in by the terms of the Order. Should a change during a term for a specific Order have a material adverse effect on Customer’s rights, obligations, or use of the Teamcenter CALM Services, Customer may terminate its use of the affected Teamcenter CALM Services within 30 days following SISW’s notice of such change by providing written notice to SISW. In case of such termination, SISW will refund any prepaid amounts for the relevant Teamcenter CALM Service on a pro-rata basis for the remaining term.
  - 3.2 **Provision of Software.** SISW may make Software available to Customer for use in connection with the Teamcenter CALM Services. SISW retains all intellectual property rights in the Software and grants to Customer a non-exclusive, non- sublicensable, non-transferable (except as expressly permitted by the Agreement), limited license for Authorized Users to use the Software during the applicable term of the Order, solely in connection with the Teamcenter CALM Services and for Customers internal business purposes. If Customer’s use of the Teamcenter CALM Services has been terminated, Customer shall also stop using and shall delete the Software.
  - 3.3 **Intellectual Property Infringement Indemnity for Software.**
    - a) **Infringement Claim Indemnity.** In the event a claim is made against Customer that its use of Software infringes any copyright, trade secret, patent, or other intellectual property right of a third party, subject to prompt written notice from Customer of such claim, SISW may, at its sole option and expense: (a) procure the right for Customer to continue using the Software; (b) modify the Software to make it non-infringing, provided such modification does not materially reduce its functionality; or, (c) replace the Software with a non-infringing, functionally equivalent alternative. If SISW in its sole discretion determines that none of these remedies are commercially reasonable, SISW may terminate the Order for the impacted Service and Software and provide a refund for the remaining term.
    - b) **Exclusions.** Notwithstanding anything to the contrary herein, SISW will not have any liability or indemnification obligation to Customer to the extent that an infringement claim arises out of: (i) use of a version of the Software to the extent that a current version is non-infringing, (ii) failure to use a correction, patch, or new version of the Software offered by SISW that performs substantially the same functions, (iii) use of the Teamcenter CALM Services and Software in combination with software, equipment, or products not provided by SISW, (iv) use of Services or Software

provided at no charge, (v) any change to the Software not made by SISW, (vi) compliance with specifications provided by Customer, or (vii) open source software.

(c) Sole and Exclusive Remedy. This Section 3.3 represents the sole and exclusive liability of SISW to Customer for infringement of third-party intellectual property rights by the Software.

**3.4 Third-Party and Open Source Software.** The Software made available as part of Teamcenter CALM Services or for use together with Teamcenter CALM Services may contain third-party technology, including open source software (“Third-Party Technology”), to which additional third-party license terms (“Third-Party Terms”) may apply. Please see the Documentation (including license files, “read me” files, header files, or source code) for details of those Third-Party Terms. If Third-Party Terms require SISW to furnish Third-Party Technology in source code form, SISW will provide it upon written request and payment of any shipping charges. In the event of a conflict between these Teamcenter CALM Terms and the Third-Party Terms, the Third-Party Terms will control solely with respect to the Third-Party Technology.

**3.5 Term and Termination.** For Orders of Teamcenter CALM Services, the term of an Order will automatically renew for successive renewal periods each equal in length to the initial term of the Order, unless Customer or SISW give written notice of termination for such Order at least 100 days prior to the end of the term. In the event Customer materially breaches these Teamcenter CALM Terms, SISW is entitled to terminate Customer’s Orders hereunder if Customer has not cured the breach within 30 days after SISW has notified Customer in writing about such breach. If SISW is unable to meet the Availability Commitment 3 times in a calendar year, Customer may terminate the relevant Order without penalty and without any further remedies by providing at least 100 days’ written notice.