

## End-User Support Terms for Japan (“Terms”)

As used herein, "SISW" means Siemens Industry Software Inc. (successor in interest to Mentor Graphics Corporation) or the Siemens affiliated company that issued the corresponding quotation or, if no quotation was issued, the applicable local Siemens entity. This is a legal agreement concerning support services (as described below) between SISW and the company ordering support services (“Customer”).

SISW’s [End User License Agreement \(EULA\) together with the EDA Software Supplemental Terms](#) or a valid purchase and license agreement which is physically signed by Customer and SISW (in either case “Agreement”) applies to Customer’s use of SISW products, including software and any updates, modifications, revisions, copies, documentation, setup files, and design data (“Software”) and hardware acquired under the Agreement (collectively “Products”). If Customer licensed Embedded Software (as defined in the EULA), use is subject to the [End User License Agreement together with the Embedded Software Supplemental Terms](#) (collectively, the “Embedded EULA”).

If Customer orders support services, the following Terms shall also apply, unless the Agreement or the Embedded EULA contain terms specifically applicable to the support services ordered, in which case the Agreement or the Embedded EULA shall apply to the extent of any conflict. Support services vary depending on the service plan purchased. Specific support levels, hours of support availability, the number of eligible contacts, any response time options, and any technical support options and guidelines are described in SISW’s current published support documentation, which is subject to change without notice.

**1. Support.** Subject to these Terms and upon receipt of Customer’s payment or commitment to pay for support services for the applicable Products, SISW will provide the support services identified in the applicable quotation or, if no quotation was issued, identified in the applicable signed agreement (in either case “Order”).

**2. Technical Coordinators.** For each site covered, Customer will provide SISW with names, addresses, telephone, and e-mail contact information for a technical coordinator and alternate who have a working knowledge of the supported Products, and may submit service requests for the site. Customers will notify SISW of any changes to this information as soon as reasonably possible. Only Customer’s employees and on-site contractors, whose job performance requires access and are under obligations of confidentiality, who use the supported Products may contact SISW for support services. For the purposes of these Terms, “on-site contractors” means persons or entities, excluding SISW competitors, working solely in support of Customer’s internal business purposes at a Customer site where the supported Products are authorized for use. Support services are limited to the Products and the Customer site(s) identified in the Order and may not be shared across sites even if those groups routinely share internal support mechanisms such as Customer operated help desks or system administrators.

### **3. Software Support.**

- 3.1 If Software support services include technical support, and Customer has reported a problem to SISW’s support center, SISW shall use reasonable efforts to correct any Software errors or provide work-around solutions. SISW’s technical support will consist of providing Customer with technical advice or shipping replacement or modified Software to Customer.
- 3.2 To enable SISW to respond to certain Software problems, SISW may require that Customer furnish SISW with a test case and sufficient documentation to allow recreation of the Software problem.
- 3.3 If support services include Software updates, Customer shall be entitled to receive for each supported site one copy of each applicable Software update, if any, that SISW releases during the support term. SISW is not required

to alter or upgrade any third party software, including operating system software, to support Software updates. SISW may, at its sole discretion, substitute products with similar functionality and features for discontinued Software.

- 3.4 For the avoidance of doubt, if Customer provides any feedback or requests any change or enhancement to Software in the course of receiving support services, any inventions, product improvements, modifications or developments made by SISW (at SISW's sole discretion) will be the exclusive property of SISW.

#### **4. Hardware Support.**

- 4.1 Support services for hardware include providing technical advice to Customer by telephone or e-mail and using reasonable efforts to repair or replace malfunctioning hardware. SISW will provide parts and remedial support services to keep the hardware in good operating condition. A SISW engineer or service technician will commence appropriate action after Customer's technical coordinator notifies SISW's support center and describes the hardware malfunction in sufficient detail.
- 4.2 In order to perform testing and fault isolation with minimal system interruption, SISW may request, and Customer will not unreasonably withhold its permission to allow, remote log-in access for the purpose of running diagnostics to detect failures. To implement such support services, SISW may establish and test remote system log-in access to hardware during installation or when performing maintenance.
- 4.3 Replacement hardware may include either new or refurbished hardware at SISW's sole discretion. Replaced hardware or parts are the property of SISW. If Customer does not return replaced hardware or parts within 30 days from receipt of the replacement, SISW will invoice Customer and Customer shall pay the current list price. For some products or support options, Customer shall replace the malfunctioning part with the appropriate part included in the standard maintenance kit provided by SISW with the hardware, and Customer will return the malfunctioning part to SISW for replacement as noted above.
- 4.4 If Customer has purchased services that include installation or on-site support, or SISW, at its sole discretion, deems that on-site support is necessary, SISW may provide on-site services and shall have full and free access to and use of any hardware, at a time mutually agreed by Customer and SISW.

**5. Reports.** Any reports or recommendations that SISW provides to Customer (for example as part of any premium support offering such as on-site mentoring or model validation services) will be based on information that SISW obtains from Customer. Accordingly, SISW makes no representations as to the accuracy or completeness of such reports, and statements made in such reports regarding the results of implementation of any recommendations are provided as guidelines and estimates only, to be used at Customer's sole discretion.

#### **6. Limitations.**

- 6.1 SISW reserves the right to inspect Products and to set minimum configuration requirements for Products to be eligible for support. SISW reserves the right to decline to support any Product that: (a) has not been on continuous support; (b) has been modified or repaired by Customer or a third party without SISW's prior written consent; or (c) has exceeded its reasonable life expectancy. If SISW rejects a Product for support, Customer shall be responsible for all charges to restore that Product to a condition acceptable to SISW prior to commencement of support.
- 6.2 SISW's Software support obligations apply for a period of two years from the date of first general customer release, and only to the extent the Software is still generally available from and supported by SISW.
- 6.3 Support services do not include: (a) services connected with the installation, configuration, relocation, or reconfiguration of Products (except in the case of certain hardware support offerings, as may be specifically

agreed by SISW in the Order); (b) supplies, accessories, or media; (c) support of third party operating system software, other than that provided by SISW; (d) service resulting from (i) neglect, misuse, or accidental damage, (ii) modification of Products or the use of Products with computer hardware or materials that do not meet SISW's specifications, (iii) the failure of Customer to provide and maintain a suitable installation environment including but not limited to proper electrical power, air conditioning, or humidity control, (iv) the use of Products for other than the purpose for which they were designed, or (v) electrical work external to Products; or (e) the support of software developed by Customer, developed by SISW at Customer's request, or obtained from third parties, or the support of any other items which are not standard, generally supported products provided by SISW.

**7. Third Party Materials.** To the extent Customer provides to SISW any test case or other information or materials licensed to Customer by a third party, or in which a third party otherwise has intellectual property rights (collectively "Third Party Materials"), Customer shall ensure that SISW has the right to use the Third Party Materials on Customer's behalf. SISW shall limit its use of Third Party Materials to support services performed for Customer. Customer will indemnify SISW against any claim, expense, or liability of any kind arising out of SISW's use of Third Party Materials on Customer's behalf.

**8. Relocation.** Customer will provide SISW with advance written notice of the relocation of any Product covered by support services. The relocation will be subject to SISW's prior written approval and its current policies and charges regarding Product relocation and/or transfers.

**9. Cancellation.** Customer may cancel support services only at the time of its annual support contract renewal with 60 days prior written notice unless (a) otherwise specified in the Order, or (b) Customer has purchased non-cancelable premium support services. SISW may cancel support services if Customer fails to comply with these Terms or to pay for the services when due and such failure continues for a period of 30 days from the date of written notice from SISW. Customer may not cancel any purchase order once received by SISW.

**10. Use and Protection of Proprietary Files.** Customer shall take appropriate action to protect the confidentiality of Products and ensure that any person permitted access does not disclose or use Products except as permitted by the Agreement. Log files, data files, rule files, and script files generated by or for the Software (collectively "Files"), including without limitation files containing Standard Verification Rule Format ("SVRF") and Tcl Verification Format ("TVF") which are SISW's trade secret and proprietary languages for expressing process rules, constitute or include confidential information of SISW. Customer may share Files with third parties, excluding SISW competitors, provided that the confidentiality of such Files is protected by written agreement at least as well as Customer protects other information of a similar nature or importance, but in any case with at least reasonable care. Customer may use Files containing SVRF or TVF only with SISW products. Under no circumstances shall Customer: (a) use Products or Files or allow their use for (i) the purpose of developing, enhancing, or marketing any product that is in any way competitive with Products, or (ii) creating a derivative work of any portion of a Product unless expressly authorized in writing by SISW; or (b) disclose to any third party the results of, or information pertaining to, any benchmark. The provisions of this section shall survive the expiration or termination of these Terms.

**11. Confidentiality.** In addition to SISW's rights under these Terms and the Agreement or Embedded EULA with respect to Products, any other information disclosed by one party to the other in connection with these Terms which the disclosing party considers confidential information shall be disclosed and protected in accordance with the provisions below, or other mutually acceptable confidentiality agreement that the parties agree will apply to the subject matter disclosed. For the avoidance of doubt, Customer's obligations with respect to Products are in no way limited by this section.

- 11.1 Customer and SISW may disclose its confidential information to the other party for the purpose of receiving/providing support services. Confidential information which is disclosed in written or other tangible form shall be marked by the disclosing party as “Confidential” or by any other appropriate legend. Information that is to be confidential information under these Terms and which is disclosed in oral, visual or other intangible form (including electronic transfers) shall be identified as confidential at the time of disclosure.
- 11.2 Customer and SISW shall not disclose or use confidential information for any purpose other than receiving/providing support services, in the process of improving SISW Products (collectively “Purpose”). The receiving party shall not disclose confidential information to any third party without the prior written consent of the other party, except any entity which controls, is controlled by, or is under common control with SISW, where control means that the controlling entity directly or indirectly possesses more than a 50% ownership interest in the controlled entity.
- 11.3 Confidential information may be copied by the receiving party only as reasonably necessary for the Purpose under these Terms.
- 11.4 The receiving party agrees that no confidential information, or any part of it, will be exported or re-exported by the receiving party to any country in violation of the export laws and regulations of the European Union (“E.U.”), United States (“U.S.”) government or any local government.
- 11.5 Upon termination or expiration of these Terms, or the earlier request by the disclosing party, the receiving party shall promptly return or destroy all confidential information including electronic copies, notes, abstracts, analyses and materials derived from the confidential information. Upon request, the receiving party will certify such return or destruction. Notwithstanding the above, Customer acknowledges that: (a) although confidential information uploaded as an attachment to an online service request (“SR”) will be deleted upon Customer’s request, SISW may retain archival copies of such confidential information in computer system backup files for a period of time past such deletion request, and that such confidential information shall be deleted after a reasonable amount of time based on SISW’s standard computer system backup file deletion schedule; and (b) confidential information input into the electronic SR form as text, rather than as an attachment to an SR, may remain in the SR history in text format. The treatment and use of any retained confidential information shall remain subject to the terms of this Section 11.
- 11.6 The obligations of confidentiality under these Terms shall not apply to information which:
  - a. is or becomes public knowledge through no act of the receiving party;
  - b. is developed independently by the receiving party without use of the disclosing party’s confidential information;
  - c. is rightfully received by the receiving party, without an obligation of confidentiality, from a third party with the right to disclose such information;
  - d. was in the possession of or known by the receiving party free of any obligation of confidentiality at the time disclosed to the receiving party; or
  - e. is disclosed pursuant to judicial or governmental order, provided that the receiving party notifies the disclosing party so that an adequate opportunity is given to respond to such order.
- 11.7 The confidentiality of information disclosed under these Terms shall be protected by the receiving party for a period of three years after the information is received, which period shall survive any earlier expiration or termination of these Terms.

**12. Data Privacy.** To the extent any party or entity receiving support services is incorporated in the European Economic Area or Switzerland and such party’s personal data is processed in connection with those support services, Customer accepts the Data Protection Terms found at

<https://www.plm.automation.siemens.com/global/en/legal/online-terms/general-data-protection.html>, which are hereby incorporated by reference into these Terms.

**13. Export.** The Products, including for the avoidance of doubt any Software updates, modifications, revisions, patches, workarounds, and custom code which may be provided hereunder, are subject to regulation by local laws and E.U. and U.S. government agencies, which prohibit export, re-export or diversion of certain products, information about the products, and direct or indirect products thereof, to certain countries and certain persons. Customer agrees that it will not export or re-export Products in any manner without first obtaining all necessary approval from appropriate local, E.U., and U.S. government agencies. Customer will notify SISW personnel in advance of each instance of disclosure if Customer is disclosing to SISW any information that is (i) Covered Defense Information or Controlled Unclassified Information as defined in applicable U.S. Government regulations, or (ii) subject to export restrictions, including without limitation the U.S. International Traffic in Arms Regulations (ITAR), or information that is controlled under the U.S. Export Administration Regulations (EAR) for a "Reason for Control" other than "Anti-terrorism (AT)," as defined in the U.S. Commerce Control List.

**14. Assignment.** SISW may delegate, subcontract, or assign any of its duties to an affiliated company or third party, but no such delegation, subcontract, or assignment shall relieve SISW of its obligations hereunder. To the maximum extent permitted by applicable law, the rights and duties hereunder may not be sublicensed, assigned or otherwise transferred by Customer without SISW's prior written consent. Without limiting the foregoing, to the extent any resale of a supported Software license is found by a court of competent jurisdiction to be permissible under mandatory local law or directive, the resale purchaser shall have no right whatsoever to receive any support services, including without limitation subsequent updates, unless otherwise expressly agreed in writing by SISW.

**15. General; Miscellaneous.** The controlling law set forth in the Agreement shall apply. These Terms, the Agreement or the Embedded EULA, and the Order contain the parties' entire understanding relating to the subject matter and supersede all prior or contemporaneous agreements. Any additional or conflicting terms and conditions appearing on any purchase order or presented in any electronic portal or other automated order management system, whether or not required to be electronically accepted, will not be effective unless agreed in writing and physically signed by an authorized representative of SISW. These Terms may only be modified in writing, signed by an authorized representative of each party. Waiver of terms or excuse of breach must be in writing and shall not constitute subsequent consent, waiver or excuse.

Rev. 180724 (Japan)