COMOS 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 "COMOS Amendment") are specific to COMOS software ("COMOS 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 COMOS Software. Sections and topics not mentioned in this COMOS Amendment shall apply as set forth in the Agreement.

1. **Definitions**. The following definitions are specific to COMOS Software and not to any other Software provided under the Agreement.

    a) "Documentation." The COMOS Documentation is provided in digital format with the COMOS Software. Documentation in paper format may be purchased separately.

2. **License Types.** The special License Types available for the COMOS Software are defined further in this Section. For avoidance of doubt, License types defined in the Agreement, but not explicitly mentioned in this Section, remain applicable. License Types may be offered with respect to individual COMOS Software products or product families. The License Type will be specified in a LSDA. Unless otherwise specified, the Customer may install the COMOS licensed server Software on one (1) hardware device per license. The COMOS Software consists of one or more COMOS Platform license as a prerequisite for the usage of any required number and/or combination of additional modules, except for defined COMOS packages which already includes Platform and specified module functionalities.

    a) "Named User License" means that the COMOS Software may only be used by one named user. This user shall always be an Authorized User as defined in the Agreement. The specified name of the Authorized User may be changed at additional cost ("Rename Counter Fee"). The Named User License is not restricted by the Territory but can be freely used by the user in the Customer's network and within the domain in which the license server is located, subject to compliance with applicable export laws and regulations. If the Customer wishes a different user to be entitled to use this Named User License, a Rename Counter Fee is to be paid to SISW.

    b) "Floating License" is a Concurrent User License as defined in the Agreement subject to the following additional rules. Any user of a COMOS Platform License for the COMOS Platform may use another COMOS module at the user's workstation if this module is available on the license server. As soon as a user exits the COMOS Platform License, all module licenses that the user has been using are released by the license server and the module licenses are then available to other users with a valid COMOS Platform License. The general restriction not to use the Software outside of the Customer's premises does not apply for COMOS Software Floating Licenses. A Floating License can consist of one of the following two types:

        (1) "Country Floating License" is restricted to use of a Floating License in the country in which the software is initially installed as identified in an LSDA, in the Customer's network and within the domain in which the license server is located.

        (2) "Global Floating License." This license requires the conclusion of a Global Software License Agreement (GSLA). This license can be freely floated across all Time Zones, covering all potential Territories, subject to compliance with applicable export laws and regulations.

3. **Other Licensing Issues**.

    a) Delivered hardware such as a dongle remains the property of SISW if not agreed otherwise in writing.

    b) The Customer shall update the COMOS Software in accordance with the installation rules specified in the documentation which is delivered with the COMOS Software. Notices contained in the Documentation, or provided separately by SISW, concerning discontinuance of support for older versions of the COMOS Software shall be binding on the Customer.

    c) Lost or Damaged Protection Devices. New protection devices for existing licenses can only be delivered to the Customer upon return of the damaged protection device (e.g. a dongle). In case the protection device is lost, new licenses must be purchased by the Customer. If the Customer provides adequate assurance in writing to SISW explaining why it should not be held accountable for the loss, SISW will have the option to charge the Customer only the value of the protection device. If the Customer subsequently recovers the lost dongle, the Customer shall return it to SISW without undue delay.

4. **Software Maintenance Terms and Conditions.**

   a) <u>Software Maintenance Services</u>. In addition to the Software maintenance services mentioned in the Agreement, the Maintenance Services for COMOS Software also comprises the replacement of hardware delivered by SISW, e.g. a dongle. Software maintenance services do not include services for customizations of the COMOS Software.

   b) <u>New Releases</u>. COMOS Software consists of major and minor versions, service packs, updates and patches. The first digit represents the number of the major version. The second digit (behind the point) represents the minor version. The third digit (behind the second point) represents the service pack. The fourth digit (behind the third point) represents the update. The fifth digit (behind the fourth point) represents the patch. (i.e. 10.1.3.2.0 in which 10 = the major version, 1 = the minor version, 3 = service pack, 2 = update and 0 = patch number). Major version, minor version and service packs may contain extended functionality and may contain bug fixes. Updates and patches may contain bug fixes.

   c) <u>Maintenance for Prior Versions</u>. With respect to COMOS Software, the most currently released version and the two preceding minor versions will be supported.

   d) <u>Error Correction</u>. Precondition for Error Correction as described in the Agreement is that the reported incompliance to the documentation is reproducible in a neutral COMOS system environment, meaning a pre-installed COMOS system environment including third party software as described in the Documentation.

   e) <u>Telephone Support</u>. In addition to the Telephone Support as described in the Agreement a Call Center is available 24 hours a day, 7 days a week for bug-reporting and registration purposes. Information about COMOS Software hotline support hours for different regional COMOS support hubs is provided under the following link:

   http://www.plm.automation.siemens.com/en_us/support/gtac/index.shtml.

   f) <u>Initial and Renewal Fees</u>. The maintenance fee for COMOS Software is payable in annual increments at the beginning of every calendar year in advance. For the year in which the license is purchased and maintenance services commence the maintenance fee will be pro-rated to cover the period of time from the commencement of the services until December 31st of that year.