Product Lifecycle Management Software
Supplemental Terms

These Product Lifecycle Management Software Supplemental Terms ("PLM Terms") amend the End User License Agreement ("EULA") between Customer and SISW solely with regard to the Products identified on the Order Form as PLM, PLM-TC, PLM-NX, or PLM-TCO ("PLM Software"). These PLM terms, together with the EULA and other applicable Supplemental Terms, 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 PLM Terms:
  (a) "Authorized Agents" means Customer's consultants, agents and contractors who are working on Customer's premises and require access to SISW Technology in support of Customer's internal business.
  (b) "Authorized Users" means Customer's employees and Authorized Agents.
  (c) "Territory" means the country in which Customer is licensed to install the PLM Software.

2.   LICENSE AND USE TYPES. The following license and use types may be offered with respect to individual PLM 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.

2.1   "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.

2.2   "Rental License" means a license for a limited term of less than one year as identified in the Order Form. Maintenance Services for a Rental License are included in the Rental License fee.

2.3   "Backup License" means a license granted solely to support redundancy on Customer's backup or failsafe installations.

2.4   "Concurrent User License" means that access to the PLM Software at any given moment is limited to the maximum number of Authorized Users indicated on the Order Form.

2.5   "Named User License" means that access to the PLM Software is restricted to named Authorized Users. Customer may re-assign a Named User License once per calendar month.

2.6   "Node-Locked License" means that the use of the PLM Software is restricted to a single workstation specified by Customer, and may include a hardware lock device or dongle to manage this restriction.

2.7   "Perpetual License" or **"Extended Term License"** means a license of the Software that extends indefinitely. Perpetual Licenses do not include Maintenance Services.

2.8   "Per Product License" means that the use of the PLM Software is restricted to the number of third-party products to which the PLM Software is interfaced on a one-to-one basis.

2.9   "Server License" means that the use of the PLM Software is restricted to a single, specified server.

2.10 "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.

3.   OTHER PROVISIONS. Customer is authorized to use the Knowledge Fusion Product or any Application Programming Interface that is identified as published in the Documentation (collectively the "APIs") as part of the Software licensed for Customer's internal business purposes only. Customer may not use the APIs to enable unauthorized use of the Software. Customer may purchase a separate license to use certain published APIs to develop software for use solely in conjunction with the Software. Customer is prohibited from reselling any software developed through the use of the APIs unless (a) Customer is separately authorized to do so as a member of an SISW solution partner program, or (b) Customer has purchased a license of Solid Edge or Femap which include APIs that Customer may use to develop software for Customer's internal use and for resale under terms and conditions at least as protective as this Agreement. Customer may not otherwise modify, adapt, or merge 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.