

Manufacturing Operations Management (MOM) Software Supplemental Terms

These Manufacturing Operations Management (MOM) Software Supplemental Terms (“MOM Terms”) amend the End User License Agreement (“EULA”) between Customer and SISW solely with regard to the Products identified on the Order Form as “MOM.” These MOM 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 MOM Terms:
 - (a) “Authorized Agents” means Customer’s consultants, agents and contractors who are working on Customer’s premises and require access to MOM Software in support of Customer’s internal business.
 - (b) “Authorized Users” means Customer’s employees and Authorized Agents.
 - (c) “Credits” refer to additional license rights which can be ordered from SISW for specific Simatic IT Software as part of the MOM Software to allow different configurations (e.g. for a defined number of users in the case of “concurrent user” licenses, for a defined number of configuration elements such as “Equipment”, or for a number of clients in the case of per product licenses).
 - (d) “Equipment” means any physical device which is configured inside MOM Software products, and that exchanges data with MOM Software products in an automated way.
 - (e) “MOM Software” means all software sold by SISW belonging to the PL Business Segment Manufacturing Operations Management (MOM) except Unicam and Automation Designer Software.
 - (f) “Location” where applicable, means the Customer location specified in an Order. A Customer may have multiple Locations and each Location will have a specific number of licenses of the MOM Software associated with it. Each license is limited to use by the Customer for the benefit of the Locations associated with the license. Notwithstanding anything to the contrary in the Agreement, Customer may not transfer MOM Software licenses to a different Location without SISW’s prior written consent.
 - (g) “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 MOM Software (sometimes referred to as “pooling”).
 - (h) “Territory” means the country in which Customer is licensed to install the MOM Software.
 - (i) “Users” means the employees of Customer, 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 MOM 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 MOM Software installed at a specific Location.

2. **LICENSE AND USE TYPES.** The following license and use types may be offered with respect to individual MOM 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 “Active User License” means that access to the MOM 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 will 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. For Active User licenses of MOM Software, the restrictions of “Territory” and “Authorized Users” do not apply.
 - 2.2 “Concurrent User License” means that access to the MOM Software at any given moment is limited to the maximum number of Authorized Users indicated on the Order Form.
 - 2.3 “Credits”. The scope of use for some products of MOM Software is generally defined by the number of Credits acquired. The Customer may use the respective Simatic IT Software for which Customer has acquired the corresponding number of Credits.
 - 2.4 “Rental License” means a license for a limited term License of less than one year as identified in the Order Form. Maintenance Services for a Rental License are included in the Rental License fee.
 - 2.5 “Backup License” means a license granted solely to support redundancy on Customer’s backup or failsafe installations.

- 2.6 “**Named User License**” means that access to the MOM Software is restricted to named Authorized Users. Customer may re-assign a Named User License once per calendar month.
- 2.7 “**Node-Locked License**” means that the use of the MOM Software is restricted to a single workstation specified by Customer, and may include a hardware lock device or dongle to manage this restriction.
- 2.8 “**Perpetual License**” or “**Extended Term License**” means a license of the Software that extends indefinitely. Perpetual Licenses do not include Maintenance Services.
- 2.9 “**Per Product License**” means that the use of the MOM Software is restricted to the number of third-party products to which the MOM Software is interfaced on a one-to-one basis.
- 2.10 “**Server License**” means that the use of the MOM Software is restricted to a single, specified server.
- 2.11 “**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.
- 2.12 “**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 any Application Programming Interface that is identified as published in the Documentation (“API”) 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 Preactor Software licenses 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.