

Polarion Software Supplemental Terms

These Polarion Software Supplemental Terms (“Polarion Terms”) amend the End User License Agreement (“EULA”) between Customer and SISW solely with regard to the Products identified on the Order Form as POLAR (“Polarion Software”). These Polarion 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 Polarion Terms:
 - (a) “Authorized Agents” means Customer’s consultants, agents and contractors who require access to SISW Technology in support of Customer’s internal business.
 - (b) “Authorized Users” means Customer’s employees, Customer Affiliates’ employees and Authorized Agents.
 - (c) “Customer Affiliates” means companies that control, are controlled by, or are under common control with, the Customer. For purposes of this definition “control” is defined as the direct or indirect ownership of more than 50% of the voting securities of an affiliate.
 - (d) “Territory” means the country in which Customer initially acquires and installs the Polarion Software.
2. **LICENSE TYPES.** The following license types may be offered with respect to individual Polarion Software products. Additional license 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 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 the Software may be installed on one server at the site specified in the Order Form and that access to the Polarion 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 the Software may be installed on one server at the site specified in the Order Form and access to the Polarion Software is restricted to named Authorized Users. Customer may re-assign a Named User License once per calendar month.
 - 2.6 “Perpetual License” or “Extended Term License” means a license of the Software that extends indefinitely. Perpetual Licenses do not include Maintenance Services.
 - 2.7 “Per Server License” means that the use of the Polarion Software is restricted to a single, specified server.
 - 2.8 “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. **WORLDWIDE USE RIGHTS.** Polarion Software will only be installed on a server located in the Territory. However, any license for Polarion Software allows Authorized Users to access and use the Polarion Software world-wide.
4. **AUTHORIZED USE OF APIs.** Customer is authorized to use the Software Development Kit 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 use the APIs to develop software for use solely in conjunction with the Software. Customer may not use the APIs to enable unauthorized use of the Software and 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.