SIEMENS

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 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 elsewhere in the Agreement. The following additional definitions apply to these Polarion Terms:

    (a) "**Authorized Agents**" means individuals who require access to Polarion Software in support of Customer's internal business as Customer's consultants, agents, or contractors.

    (b) "**Authorized Users**" means Customer's employees, Customer Affiliates' employees or Authorized Agents.

    (c) "**Customer Affiliates**" means entities that control, are controlled by, or are under common control with, the Customer. For purposes of this definition 'control' means the direct or indirect ownership of more than 50% of the voting securities of an affiliate.

    (d) "**Site**" means a single physical Customer location where the Polarion Software is permitted to be used by Authorized Users.

    (e) "**Territory**" means the Site(s) or geographic area specified on the Order where Customer is licensed to install and use the Polarion Software. If not specified on the Order nor elsewhere in the Agreement, the Territory shall the country in which Customer has its principal place of business.

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. Each license may be used only by Authorized Users and for the term as specified in the Order. Separate installations must be maintained for SISW software licensed with different Territory specifications.

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

2.2 "**Floating**" or "**Concurrent User**" license means that the Polarion Software may be installed on one server at the site specified in the Order and that access to the Polarion Software at any given moment is limited to the maximum number of Authorized Users indicated on the Order. Unless specified otherwise in the Order, it may be used only by a single Authorized User.

2.3 "**Named User**" license means that the Polarion Software may be installed on one server at the site specified in the Order and access to the Polarion Software is restricted to named Authorized Users per standalone server instance or, for cluster and multi-instance deployments per single specified coordinator server instance and the Polarion servers and clusters under its control. Customer may re-assign a Named User license once per calendar month. Unless specified otherwise in the Order, it may be used only by a single Authorized User.

2.4 "**Per Server**" license means that the use of the Polarion Software is restricted to a single standalone server instance or, for cluster and multi-instance deployments, to a single specified coordinator server instance and the Polarion servers and clusters under its control.

2.5 "**Perpetual**" or "**Extended**" license means a license of the Polarion Software that extends indefinitely. Perpetual licenses do not include Maintenance Services.

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

2.7 "**Subscription**" license means a license for a limited term as identified in an Order. 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.

2.8 "**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 Polarion Software licensed for Customer's internal business purposes only. Customer may use the APIs to develop software for use solely in conjunction with the Polarion Software. Customer may not use the APIs to enable unauthorized use of the Polarion Software and Customer may not otherwise modify, adapt, or merge the Polarion 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.