

POLARION SOFTWARE

Product Specific Terms

These Product Specific Terms (the “Polarion Amendment”) are an integral part of the Agreement between Customer and SISW. They apply solely to the software sold by SISW under the generic name Polarion, or any successor name that may be chosen by SISW (the “Polarion Software”). This Polarion Amendment does not apply to any software-as-a-service offering SISW may provide.

1. Polarion Software Product Specific Definitions.

- 1.1. “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.
- 1.2. “Authorized Agents” shall have the meaning defined in the Agreement but, for the use of Polarion Software only, the requirement for consultants, agents and contractors to work on Customer’s premises shall not apply.
- 1.3. “Authorized Users” shall have the meaning defined in the Agreement but shall include, for the use of Polarion Software only, employees of Customer Affiliates.
- 1.4. “Concurrent User” licenses means that the Software may be installed on one (1) server at the site specified in the LSDA and that access to the Software at any given moment will be limited to the maximum number of concurrent Authorized Users for whom licenses have been validly acquired for that site under this Agreement.
- 1.5. “Named User” licenses means that the Software may be installed on one (1) server at the site specified in the LSDA and that access to the Software will be restricted to those individuals within Customer’s organization that are named by Customer and for whom licenses have been validly acquired at that site under this Agreement. Customer shall have the right to change Named User licenses provided that no individual Named User license may be changed more than once per calendar month.

2. **Worldwide License Grant.** Subject to the provisions of the Agreement regarding compliance with applicable (re-)export and customs regulations, any license for Polarion Software granted by SISW shall allow Authorized Users to access and use the executable form of the Polarion Software anywhere in the world. Customer agrees to cause the Customer Affiliates to abide by the terms of this Agreement. Customer shall hold SISW harmless and shall indemnify SISW for any loss, cost, damage or expense (including reasonable attorney’s fees) incurred by SISW as a result of the failure by a Customer Affiliate to abide by the terms of this Agreement.

3. **Maintenance Services.** Notwithstanding the provisions of the Agreement regarding maintenance and support services, telephone support in connection with the Polarion Software is not included in Maintenance Services for Polarion Software, except as provided by the terms and conditions of this Polarion Amendment. Furthermore, in addition to the terms and conditions of the Agreement, the following terms and conditions shall apply with regard to Maintenance Services related to Polarion Software.

3.1. **Maintenance Service Levels.** Maintenance Services are available in three different packages: Bronze, Silver and Gold. Each Maintenance Service package grants a different level of service, as specified below.

3.1.1. Bronze Maintenance Service Level.

- (a) **Additional Included Services.** In addition to the Error correction and Software update services specified in the Agreement, SISW will also provide the following services to Bronze level Maintenance Services Customers:
 - Advice on installation, updating and configuration of the Polarion Software;
 - Advice on additional extensions;
 - Log analysis;
 - Access to SISW’s self-serve resources for Polarion Software on the GTAC web portal (<http://www.siemens.com/gtac>) (the “GTAC Web Portal”).
- (b) **Online Support.** Bronze level Maintenance Services Customers are authorized to create incident reports and support requests. Management and reviewing of the incident reports and support requests will be operated online. Access to the GTAC Web Portal is available twenty four hours per day/seven days per week (“24/7”). Customer shall provide SISW with sufficient information about a suspected problem or Error and the circumstances under which it occurred for SISW to recreate the problem on SISW’s systems.

- (c) **Technical Contacts.** Bronze level Maintenance Services Customers will designate one (1) Customer employee which has received training from SISW on the Polaron Software as named technical contact. This designated technical contact will be the primary contact at the Customer’s premises who will contact SISW for Maintenance Services. A Customer technical contact must be present at the time SISW provides any Maintenance Services. Customer’s initial designated technical contacts may be changed from time to time by providing advance written notice to SISW.
- (d) **Service Level Response and Coverage Times.** SISW will strive to provide a first response to any incident report or support request in accordance with the following table, which is based on the complexity and severity of an incident report:

Incident Report Classification Level	#1 – Critical	#2 – High	#3 – General And #4 – Low
Target Response Time	24 hours	36 hours	48 hours

Response times are identified in accordance with SISW’s GTAC Incident Report Classification Level, which can be found on the GTAC Web Portal.

- (e) **Business Hours.** Support services will be rendered by the support center that supports the specific Software product and covers the Territory where the Customer is located as listed on SISW’s GTAC Web Portal. Support will be available during normal business hours for the applicable support center that covers the Territory, except for holidays observed in such locations.

3.1.2. **Silver Maintenance Service Level.** Silver level Maintenance Services Customers will receive all of the benefits of Bronze level plus the following additional benefits.

- (a) **Additional technical contacts.** One (1) additional Customer technical contact for a total of two (2) Customer technical contacts.
- (b) **Telephone Support.** Customer shall have the right to receive telephone support for specific Polaron Software products by calling the number provided by SISW for the support center that supports the specific Software product as listed on the GTAC Web Portal. If Customer has licensed the Software through a channel partner authorized by SISW, Customer will have the right to receive first line telephone support from the authorized channel partner during normal business hours as established by the authorized SISW channel partner, except on holidays recognized by the authorized channel partner.
- (c) **Remote assistance.** SISW provides support services through remote connection upon request and in mutual agreement between the Customer and SISW.
- (d) **Eligibility for Polaron Hosting Services.** Hosting or managed software services are only provided by SISW to Customers for Polaron Software that is covered by a Maintenance Services package of Silver level or higher. Such hosting or managed software services are separate paid service engagements and are subject to a separate agreement concluded between SISW and Customer.
- (e) **Project-aligned Support.** Upon receiving a roadmap or plan of the ongoing and upcoming projects, the SISW support team will take this project-specific information into account when prioritizing and addressing issues and incident reports.
- (f) **Clustering Support.** Upon request, issue-specific advice on Cluster setup and tips for cluster fine-tuning according to best practices will be given.
- (g) **API Support.** SISW will provide advice and guidance on how to use the API’s delivered with the Polaron Software.
- (h) **Service Level Response and Coverage Times.** SISW will strive to provide a first response to any incident report or support request in accordance with the following table, which is based on the complexity and severity of an incident report:

Incident Report Classification Level	#1 – Critical	#2 – High	#3 – General And #4 – Low
Target Response Time	12 hours	24 hours	36 hours

Response times are identified in accordance with SISW’s GTAC Incident Report Classification Level, which can be found on the GTAC Web Portal.

- (i) **Business Hours.** Support services will be rendered by the support center that supports the specific Software product and covers the Territory where the Customer is located as listed on SISW’s GTAC Web Portal. Support will be available

during normal business hours for the applicable support center that covers the Territory, except for holidays observed in such locations.

3.1.3. Gold Maintenance Service Level. Gold level Maintenance Services Customers will receive all of the benefits of Silver level (which also includes the benefits of Bronze level) plus the following additional benefits.

- (a) Additional technical contacts. Three (3) additional Customer technical contacts for a total of five (5) Customer technical contacts.
- (b) Performance diagnostics. Upon receiving an incident report of degraded server performance, SISW will review the Customer’s server configuration, compare it to best practice and experience gathered from working with the customer base in general and advise the Customer which correction measures can be taken. Customer will have to implement these measures by itself and SISW will not perform any configuration on behalf of the Customer, unless a separate paid service engagement for such service is concluded between SISW and Customer.
- (c) Scheduled environment review. Upon request and in mutual agreement between the Customer and SISW, SISW will perform a periodic review (2 times per year) of the system environment on which the Polarion Software is installed and provide the Customer with a report containing advice on any corrective measures which can be taken (such as, upgrade of hardware or licenses, etc.).
- (d) Planned Weekend Support. Upon request of the Customer, but no more than twice per year, SISW will make a technical support engineer available during the weekend to render support services for any activities involving use of the Polarion Software by the Customer during that weekend, provided (i) such request is made in writing at least two weeks in advance of the start of the specified weekend, (ii) simultaneously with the request the technical details of the planned activity are sent to SISW, such as, without being limited to, the project plan, the timeline of the project, the contact details of the project staff, etc., and (iii) remote access to the Customer’s system environment for SISW’s technical support engineer is assured and confirmed in advance of the start of the weekend by Customer at its own cost and risk. Subject to availability and additional fees, SISW may at its discretion agree to additional weekend support requests from the customer and perform such support services as professional services governed by a separate agreement and statement of work.
- (e) Polarion Upgrade Support. SISW will provide advice and assistance with upgrading software to a newer version. However, Customer will have to perform the actual upgrade and SISW will not perform any configuration on behalf of the Customer, unless a separate paid service engagement for such service is concluded between SISW and Customer.
- (f) Assigned Technical Account Manager. SISW will appoint a key technical account manager to act as single point of contact for Customer to address support requests to and provide direct contact details for this Assigned Technical Account Representative.
- (g) Annual on-site visit by Assigned Technical Account Manager. Once a year, the Assigned Technical Account Manager will contact the Customer’s technical contacts to arrange a meeting at Customer’s site to discuss the status of the deployment of the Polarion Software and answer any questions the technical contacts might have.
- (h) Service Level Response and Coverage Times. SISW will strive to provide a first response to any incident report or support request in accordance with the following table, which is based on the complexity and severity of an incident report:

Incident Report Classification Level	#1 – Critical	#2 – High	#3 – General And #4 – Low
Target Response Time	1 hours	6 hours	12 hours

Incident reports or support requests with a severity classification “1- Critical” must be initiated by phone. Response times are identified in accordance with SISW’s GTAC Incident Report Classification Level, which can be found on the GTAC Web Portal.

- (i) Business Hours. Support services will be rendered by the applicable support center that supports the specific Software product and covers the Territory where the Customer is located as listed on SISW’s GTAC Web Portal. For Gold level Maintenance Services Customers support will be available any time of the day, from Monday to Friday, except for holidays observed in the country or region where the applicable support center is located.

3.2. Unsupported Operating Environment. Maintenance Services apply only to the operation of the Polarion Software when used under the conditions and in the environment for which it was designed as described in the license and the applicable Software documentation. SISW is not required to provide Maintenance Services if the Polarion Software is run on an unsupported platform or if it has been modified or altered by anyone other than SISW or any of its affiliates or subcontractors unless such alteration

was made at SISW's express direction. Supported configurations and hardware environments are documented in the Software documentation or found on SISW's website or the GTAC Web Portal.

- 3.3. Knowledge Pre-requisites. Polarion Software is intended for commercial or educational use by computer professionals. Administering Polarion Software products requires a baseline technical skill set, including, but not limited to, experience with installing and maintaining production web-based technologies. Customers are responsible for administering and upgrading their own installations. Upon purchase of Maintenance Services packages, SISW will provide expert guidance on how to do this, but SISW will not be able to provide step-by-step maintenance and installation assistance. If you require further assistance with this level of implementation, please consider the resources posted on SISW's website or the GTAC Web Portal.