

# Manufacturing Operations Management Software

## Supplemental Terms

These Manufacturing Operations Management 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 as MOM (“**MOM Software**”). 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 elsewhere in the Agreement. The following additional definitions apply to these MOM Terms:
  - (a) “**Authorized Agents**” means individuals who are working on Customer’s premises and require access to MOM Software in support of Customer’s internal business as Customer’s consultants, agents, or contractors.
  - (b) “**Authorized Users**” means Customer’s employees or 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) “**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”).
  - (f) “**Site**” or “**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) “**Territory**” means the Site(s) or geographic area specified on the Order where Customer is licensed to install and use the MOM Software. If not specified on the Order nor elsewhere in the Agreement, the Territory shall be the country in which Customer has its principal place of business.
  - (h) “**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. Each license may be used only by Authorized Users in the Territory and for the term as specified in the Order. Separate installations must be maintained for SISW software licensed with different Territory specifications.
  - 2.1 “**Active User**” or “**Active**” 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 “**Backup**” license means a license granted solely to support redundancy on Customer’s backup or failsafe installations.
  - 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 “**Floating**” or “**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. Unless specified otherwise in the Order, it may be used only by a single Authorized User.
  - 2.5 “**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. Unless specified otherwise in the Order, it may be used only by a single Authorized User.

- 2.6 **“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. Hardware lock devices or dongles are freely transportable to another workstation within the Territory without issuing a new license file.
- 2.7 **“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.
- 2.8 **“Per Server”** license means that the use of the MOM Software is restricted to a single, specified server instance.
- 2.9 **“Perpetual”** or **“Extended”** license means a license of the Software that extends indefinitely. Perpetual licenses do not include Maintenance Services.
- 2.10 **“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.
- 2.11 **“Subscription”** 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.
- 2.12 **“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 MOM 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 MOM 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.