

Product Lifecycle Management Software Supplemental Terms

These Product Lifecycle Management Software Supplemental Terms (“**PLM Terms**”) amend the End User License Agreement (“**EULA**”) between Customer and SISW solely with regard to the Products identified on the Order as PLM, PLM-TC, PLM-NX, or PLM-TCO (“**PLM Software**”). These PLM 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 PLM Terms:
 - (a) “**Authorized Agents**” means individuals who are working on Customer’s premises and require access to PLM 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) “**Site**” means a single physical Customer location where the PLM Software is permitted to be used by Authorized Users.
 - (d) “**Territory**” means the Site(s) or geographic area specified on the Order where Customer is licensed to install and use the PLM 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.

2. **LICENSE AND USE TYPES.** The following license and use types may be offered with respect to individual PLM Software product items. 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 “**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 access to the PLM 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 access to the PLM 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.
 - 2.4 “**Node-Locked**” license means that the use of the PLM 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.
 - 2.5 “**Per Product**” license means that the use of the PLM Software is restricted to the number of third-party products to which the PLM Software is interfaced on a one-to-one basis.
 - 2.6 “**Per Server**” license means that the use of the PLM Software is restricted to a single, specified server instance.
 - 2.7 “**Perpetual**” or “**Extended**” license means a license of the PLM Software that extends indefinitely. Perpetual licenses do not include Maintenance Services.
 - 2.8 “**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.
 - 2.9 “**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.
 - 2.10 “**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. **TERMS AND CONDITIONS FOR TOKENS.**
 - 3.1 In combination with the license and use types specified above, Token license options may be offered with respect to certain PLM Software products. “**Token**” means a pre-paid credit unit which an Authorized User can temporarily convert into a license to access and use certain pre-defined software functionalities, applications and/or modules of the related PLM Software product designated on the Order. The specific functionalities, applications and modules that can be accessed and the quantity of Tokens required are described in the Documentation. A Token may be reused during its term.

- 3.2 Unless explicitly provided otherwise in the Documentation of the PLM Software product to which the Tokens pertain, Customer shall only be entitled to use Tokens if Customer has purchased a separate base license for that particular PLM Software product.
- 3.3 If additions, changes, or deletions are made to a PLM Software product which would result in new or updated functionality or applications and modules eligible for Token access, Customer will only be able to use Tokens to access such new or updated functionality, or applications and modules if both the corresponding base license for the PLM Software product and the applicable Tokens are covered by a current active Maintenance Services Order.
4. **OTHER PROVISIONS.** Customer is authorized to use the Knowledge Fusion Product or any Application Programming Interface that is identified as published in the Documentation (collectively the “**APIs**”) as part of the PLM Software licensed for Customer’s internal business purposes only. Customer may not use the APIs to enable unauthorized use of the PLM Software. Customer may purchase a separate license to use certain published APIs to develop software for use solely in conjunction with the PLM 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 a license of Solid Edge or Femap 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 PLM 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.