SIEMENS

XHQ Software
Supplemental Terms

These XHQ Supplemental Terms ("**XHQ Terms**") amend the End User License Agreement ("**EULA**") between Customer and SISW solely with regard to the Products identified on the Order as XHQ ("**XHQ Software**"). These XHQ 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 XHQ Terms:

   (a) "**Authorized Agents**" means individuals who working on Customer's premises or accessing the XHQ Software from anywhere in the Territory through a connection to the Customer's private network and require access to XHQ 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) "**Data Source**" means a single back-end data system that has a connection to the XHQ Software.

   (d) "**Data Source Type**" is a specific grouping of related Data Sources into one of the following distinct categories: process historians, batch systems, relational databases, API/web services, Enterprise Resource Planning systems, Document Management Systems, Engineering Systems, Analytic Systems, or proprietary/other.

   (e) "**Helper Tools**" are Software tools that are identified on the Order as "Helper", excluding any Products identified as "Custom Data Entry". Maintenance Services are not provided for Helper Tools. Customer may order XHQ Delivery Services to maintain, enhance or modify Helper Tools as Professional Services projects on terms and pricing that is mutually acceptable to the parties.

   (f) "**Historian Tag**" means an elemental variable of analog, discrete, string, or complex type that is typically stored in a plant historian database. A Historian Tag typically refers to an instrument or device in a plant and typically stores the values or states over time from connected sensors (e.g. time series data). It may also refer to system variables, such as the system time. Historian Tags can include all measurement points and set points of a plant as well as non-electrical items which are not automated but require continuous manual observations.

   (g) "**Indirect Usage**" means usage of the XHQ Software through or by another computer system than the system on which the XHQ Software is installed, including all instances of indirect access which can, for example, occur via computer system interconnections and/or interfacing between the XHQ Software and other Customer systems or redistributing data from the XHQ Software via an intermediary system. The use of the Multi-Site Tiered Connector available with XHQ does not as Indirect Usage for the purposes of this definition. Any end-user that accesses the XHQ Software via Indirect Usage shall be counted against any user limitations defined in the Order.

   (h) "**Quick Start Packs**" are Software solution content packs that complement the XHQ Software. Quick Start Packs must be configured before they can be used for Customer's specific needs and any such configuration is not included and shall be Customer's responsibility. Quick Start Packs, when unchanged and unconfigured, offer the same warranty terms and conditions as outlined in the Agreement, but are not covered by Maintenance Services. Customer may order XHQ Delivery Services to maintain, enhance or modify the Quick Start Packs as Professional Services projects on terms and pricing that is mutually acceptable to the parties.

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

   (j) "**Territory**" means the Site(s) or geographic area specified on the Order where Customer is licensed to install and use the XHQ 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 TYPES.** The following license and use types may be offered with respect to individual XHQ 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.

   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 XHQ 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 XHQ Software may be used by the licensed number of Named Users as defined in the Order. 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 XHQ Software is restricted to a single, specified server instance.

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

2.6 "**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.

2.7 "**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. SOFTWARE LICENSE OPTIONS. In combination with the license and use types specified above, the following license options and features may be offered with respect to the XHQ Software products:

3.1 "**Base System**" option means a bundle (either Small, Medium, Large, Extra-Large) which (i) grants Customer a license to use the XHQ Software up to a maximum number of servers, Historian Tags, Data Sources and Data Source Types as specified on the Order, and (ii) supports up to a maximum number of Concurrent User or Named User licenses as specified on the Order. The servers licensed under a Base System option may be used either as a Production server or a Development server at Customer's discretion.

3.2 "**Development**" or "**Non-Production**" server license option means the XHQ Software may be installed on either (a) one Intel-class server with a maximum of two physical CPU sockets, or (b) a cloud hosted virtual server that is approved in writing by SISW, whereby the XHQ Software may be used only for solution development and testing by up to 10 concurrent Authorized Users without impacting an instance of the XHQ Software running under a Production Server license. XHQ Software licensed under a Development Server option must not be used in the course of Customer's commercial or production activities

3.3 "**Production**" server license option means that the XHQ Software may be installed on either (a) one Intel-class server with a maximum of two physical CPU sockets, or (b) a cloud hosted virtual server that is approved in writing by SISW, to run the end-user facing XHQ Software solution content which may be accessed directly or indirectly by licensed Authorized Users in support of Customer's commercial or production activities.

4. LICENSE GRANT AND CONDITIONS. In addition to the license grant and conditions set forth in the Agreement, the following conditions apply:

4.1 **Virtual Servers**. Except for Base System licenses, Customer may install XHQ Software on a virtual server only if the hardware configuration of the underlying physical server, either alone or as used in a cluster, does not exceed the maximum capability of two physical Intel-class server CPU sockets.

4.2 **Data Source and Data Source Type Restrictions**. The number of Data Sources and Data Source Types to be used with the XHQ Software are limited as specified in the Order.

4.3 **Server Transfers**. If Customer intends to transfer the license key of the XHQ Software to another server it shall provide SISW with reasonable advance notice prior to the intended transfer. In such cases, SISW shall allow transfer to another server up to three (3) times per calendar year at no charge and will issue a new license key to the Customer.

5. LIMITED WARRANTY AND DISCLAIMERS. In addition to the disclaimers contained in the Agreement, the following shall apply:

No part of the XHQ Software is designed, manufactured or intended for use or resale as a part of online control equipment or in hazardous environments requiring fail-safe performance, such as online control of aircraft, air traffic, aircraft navigation or aircraft communications, or in the design, construction, operation or maintenance of any nuclear facility, direct life support machines, or weapons systems, in which the failure of the XHQ Software could lead directly to death, personal injury, or severe physical or environmental damage ("**High Risk Activities**"). LICENSOR AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES. Customer warrants that they will not use the XHQ Software for High Risk Activities.

6. OTHER LICENSING TOPICS.

6.1 **Database Software**. XHQ Software may include embedded database software ("**Database Software**"). Usage of the Database Software is exclusively restricted to its use with the XHQ Software and only via published APIs or documented interfaces.

6.2 **Compliance with License Agreements for products not supplied by SISW**. Use of the XHQ Software may require Customer to revalidate compliance with certain existing license agreements related to indirect usage of vendor products that would be connected to the XHQ Software and SISW cannot be held responsible or liable for Customer's compliance with such agreements. Customer is responsible for obtaining any supporting software required for use of the XHQ Software, including any operating system software, database software, or third-party application software, as well as for the interoperability between such supporting software and the XHQ Software.

6.3 **Authorized Use of APIs**. Customer is authorized to use any Application Programming Interface ("**API**") that is identified as a published API in the Documentation to develop software for Customer's internal use. Customer may not use the APIs to enable unauthorized use of 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.