

COMOS Software Supplemental Terms

These COMOS Software Supplemental Terms (“COMOS Terms”) amend the End User License Agreement (“EULA”) between Customer and SISW solely with regard to the Products identified on the Order Form as COMOS (“COMOS Software”). These COMOS Terms together with the EULA form the agreement between the parties (“Agreement”). These COMOS Terms also contain some provisions which apply exclusively to COMOS-Bentley Software, as identified in the respective Order Form.

1. **DEFINITIONS.** Capitalized terms used herein have the meaning as defined in the Agreement. The following additional definitions apply to these COMOS Terms:
 - (a) “Authorized Agents” means Customer’s consultants, agents and contractors who are working on Customer’s premises and require access to COMOS Software in support of Customer’s internal business.
 - (b) “Authorized Users” means Customer’s employees and Authorized Agents.
 - (c) “Documentation” has the meaning set forth in the EULA. In addition, COMOS Documentation is provided in digital format with the COMOS Software. Documentation in paper format may be purchased separately.
 - (d) “Territory” means the country in which Customer is licensed to install the COMOS Software.
2. **LICENSE TYPES.** The following license and use types may be offered with respect to individual COMOS Software products. Additional license and use types may be specified with respect to certain products as set forth in an Order Form. Each license may be used only by Authorized Users for the term as specified in the Order Form. Unless otherwise specified, the Customer may install the COMOS licensed server Software on one (1) hardware device per license. A COMOS Platform license is a prerequisite for the usage of any required number and/or combination of additional modules, unless the Product is a defined COMOS package which includes the COMOS Platform and specified module functionalities.
 - 2.1 “Named User License” means a COMOS Software license that may only be used by one named Authorized User. The specified name of the Authorized User may be changed upon payment of an additional fee (“Rename Counter Fee”). The Named User License is not restricted by the Territory but can be used by the Authorized User in the Customer’s network and within the domain in which the license server is located, subject to compliance with applicable export laws and regulations.
 - 2.2 “Floating License” means that access to the COMOS Software at any given moment is limited to the maximum number of Authorized Users indicated on the Order Form. Any Authorized User of a COMOS Platform License for the COMOS Platform may use another COMOS module at the user’s workstation if this module is available on the license server. Once an Authorized User exits the COMOS Platform License, all module licenses that the Authorized User was using are released by the license server and available to other Authorized Users. The general restriction allowing Software use only on Customer’s premises does not apply to COMOS Software Floating Licenses. A Floating License consists of one of the following two types:
 - (a) “Country Floating License” is restricted to use of a Floating License in the country in which the software is initially installed as identified in an Order Form, in the Customer’s network and within the domain in which the license server is located.
 - (b) “Global Floating License” is a license granted under a Global Software License Agreement (GSLA) that can be floated across all time zones in Territories authorized under the GSLA, subject to compliance with applicable export laws and regulations.
 - 2.3 “Subscription” means a license for a limited term as identified in an Order Form. 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.
 - 2.4 “Rental License” means a license for a limited term License of less than one year as identified in the Order Form. Maintenance Services for a Rental License are included in the Rental License fee.
 - 2.5 “Backup License” means a license granted solely to support redundancy on Customer’s backup or failsafe installations.
 - 2.6 “Node-Locked License” means that the use of the COMOS Software is restricted to a single workstation specified by Customer, and may include a hardware lock device or dongle to manage this restriction.
 - 2.7 “Perpetual License” or “Extended Term License” means a license of the Software that extends indefinitely. Perpetual Licenses do not include Maintenance Services.
 - 2.8 “Per Product License” means that the use of the COMOS Software is restricted to the number of third-party products to which the COMOS Software is interfaced on a one-to-one basis.

- 2.9 **“Server License”** means that the use of the COMOS Software is restricted to a single, specified server.
- 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. OTHER PROVISIONS.

- 3.1 **Hardware.** Hardware delivered with the COMOS Software, such as a dongle, remains the property of SISW if not agreed otherwise in writing.
- 3.2 **Updates.** Customer will update the COMOS Software in accordance with the installation rules specified in the Documentation. All notices in the Documentation, or provided separately by SISW, regarding discontinuance of Maintenance Services for older versions of the COMOS Software are binding on Customer.
- 3.3 **Lost or Damaged Protection Devices.** New protection devices for existing licenses can only be delivered to the Customer upon return of the damaged protection device (e.g. a dongle). If the protection device is lost, new licenses must be purchased by the Customer unless otherwise specified by SISW. If the Customer subsequently recovers the lost device, the Customer will return it to SISW without undue delay.
- 3.4 **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 and for resale to others under terms and conditions at least as protective as those contained herein. 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.
- 3.5 **Additional Licensing Terms.** The following additional license restrictions apply to COMOS-Bentley Software:
- (a) The software security mechanism embedded in the COMOS-Bentley Software tracks Customer usage data to ensure compliance with the Agreement. Such usage data is accessible to SISW as well as to Bentley Systems Inc. and its affiliated companies.
 - (b) Customer is only permitted to use the number of licenses (“Instances”) of the COMOS-Bentley Software that SISW has licensed to Customer via an Order Form. Use of additional Instances requires an accepted Order Form for such Instances.