

Electronic Design Automation Supplemental Terms



Siemens Digital Industries Software

These Electronic Design Automation Supplemental Terms (“**EDA Terms**”) amend the Universal Customer Agreement (“**UCA**”) or End User License Agreement (“**EULA**”) between Customer and SISW solely with regard to electronic design automation Offerings and Products, including without limitation any Offerings and Products which have been assigned the alphanumeric code EDA on the Order (“**EDA Offerings**”). These EDA Terms together with the UCA or EULA, as applicable, and other applicable Supplemental Terms form the agreement between the parties (“**Agreement**”).

1. **DEFINITIONS.** Capitalized terms used herein have the meaning as defined in the UCA or EULA, as applicable. The following additional definitions apply to these EDA Terms:

“**Authorized Agent**” means an individual, excluding any EDA Competitor personnel, who is working on Customer’s premises and requires access to EDA Software in support of Customer’s internal business as a contractor.

“**Authorized User**” means a Customer employee or Authorized Agent. For licenses granted for a Territory that includes more than one Site, this also includes an employee or Authorized Agent of a Customer Subsidiary.

“**Customer Subsidiary**” means an entity, excluding any EDA Competitor, controlled by Customer. For purposes of this definition ‘control’ means the direct or indirect ownership of more than 50% of the voting securities of an entity.

“**EDA Competitor**” means any individual or entity that is in the business of developing, marketing, or providing electronic design automation solutions including but not limited to applications software, intellectual property and embedded products, or associated consulting or support services.

“**EDA Software**” means the Software contained within an EDA Offering.

“**Site**” means a single physical Customer location where EDA Software is permitted to be used by Authorized Users. Provided that an Authorized User’s official and customary place of work is a licensed Site, occasional use of EDA Software by such user from locations other than that Site (e.g. that user’s residence, an airport, a hotel, etc.) shall be regarded as use on the Site and in compliance with the Site restriction.

“**Territory**” means the Site(s) or geographic area specified in the Order where Customer is licensed to install and use EDA Software. If not specified in the Order nor elsewhere in the Agreement, the Territory shall be the Site at which EDA Software is installed.

2. **LICENSE TYPES.** The following license types may be offered with respect to EDA Software. Additional license types may be specified with respect to certain EDA Software as set forth in an Order. Each license may be used only by Authorized Users in the Territory and for the term specified in the Order. For the avoidance of doubt, each license is limited to a single session by a single Authorized User at a time unless otherwise specified in the Order. Separate installations must be maintained for EDA 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**” license means a license that at any given moment is limited to the number of Authorized Users for whom EDA Software licenses have been acquired as per the Order.
- 2.3 “**Node-Locked**” or “**Mobile Compute**” license means a license that is restricted to a single workstation at the Site authorized in the Order and limited to a single session by a single Authorized User at a time. Node-Locked licenses 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.
- 2.4 “**Perpetual**” or “**Extended**” license means a license that extends indefinitely. Perpetual licenses do not include Maintenance Services.
- 2.5 “**Subscription**” or “**Term**” license means a license for a limited term as identified in an Order. Unless provided otherwise in the Order, Maintenance Services are included in the Subscription license fee.
- 2.6 “**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. **INDIRECT USE.** Indirect use of EDA Offerings via hardware or software used by Customer does not reduce the number of Authorized User entitlements that Customer needs to acquire.

4. **HOST IDENTIFIER; THIRD PARTY HOSTING.** Customer will provide SISW with sufficient information, including the host identifier for each workstation or server upon which the license management portion of Software will be installed, for SISW to generate a license file enabling Software access per the scope of the licenses granted under each Order. Customer may only engage a third party to host Software with SISW’s prior written consent. SISW may require a separate written agreement as a condition to such consent.

5. **MAINTENANCE SERVICES FOR EDA SOFTWARE.** Maintenance, enhancement, and technical support services for EDA Software (“**Maintenance Services**”) are governed by the terms found at <https://www.siemens.com/sw-terms/mes>, which are incorporated herein by reference.

6. **ADDITIONAL TERMS APPLICABLE TO XaaS OFFERINGS.**

- 6.1 **Entitlements.** Cloud Services contained within an EDA Offering may be used (i) worldwide by the number of Authorized Users set forth in the Order with respect to such Cloud Services, subject to Customer's obligations in the Agreement regarding compliance with export controls, and (ii) solely in conjunction with the EDA Software contained within such EDA Offering. For purposes of such Cloud Services, an Authorized Agent may also occasionally access and use Cloud Services from locations other than Customer's premises. Where Cloud Services allow Customer to provide access to additional users in a 'guest' (guest) capacity, such guest user access may be provided to any individual who requires access to such Cloud Services in support of Customer's internal business as Customer's employee, customer, client, supplier, consultant, agent, contractor or other business partner. Guest users shall be considered Authorized Users under this Agreement, but will not count towards the limited number of Authorized Users set forth in the Order for that subscription. In any case, each user must be a specific Authorized User identified by name. Customer may re-assign each entitlement to access and use Cloud Services from one Authorized User to another Authorized User within the same entitlement category once per calendar month. Additional use limitations may apply to Customer's use of Cloud Services, which may be technically enforced via Cloud Services settings.
- 6.2 **Support and SLAs.** SISW's technical support for these Cloud Services and the applicable service levels are governed by the Cloud Support and Service Level Framework found at <https://www.siemens.com/sw-terms/sla>, which is incorporated herein by reference. Technical support and service levels are not applicable to Cloud Services used in conjunction with Software for which Maintenance Services are no longer provided.

7. **ADDITIONAL RIGHTS AND RESTRICTIONS.**

- 7.1 **Orders by Customer Subsidiaries and Third Party Payers; Responsibility for Payment.** Any Customer Subsidiary may enter into an Order under the Agreement for its own internal use provided the Agreement is referenced in the applicable Order. Customer agrees to fulfill the obligations of any such Customer Subsidiary in the event of default. If Customer appoints a third party to place purchase orders and/or make payments on Customer's behalf, Customer shall be liable for payment in the event of default by such third party.
- 7.2 **Taxes.** Notwithstanding anything to the contrary in the UCA or EULA, Customer will make all payments free and clear of, and without reduction for, any withholding or other taxes. Any such taxes imposed on payments hereunder will be Customer's sole responsibility.
- 7.3 **Additional Use Restrictions.** Use of licenses for specific EDA Software may be restricted to a certain compute power (e.g., number of cores used to process a job) and several licenses may be combined to utilize the compute power of each license for use by one or more Authorized User(s). These restrictions are specified in the Documentation.
- 7.4 **Beta Code.**
- 7.4.1 Portions or all of certain EDA Software may contain code for experimental testing and evaluation (which may be either alpha or beta, collectively "Beta Code"), which may not be used without SISW's explicit authorization. Upon SISW's authorization, SISW grants to Customer a temporary, nontransferable, nonexclusive license for experimental use to test and evaluate the Beta Code without charge for a limited period of time specified by SISW. SISW may choose, at its sole discretion, not to release the Beta Code commercially in any form.
- 7.4.2 If SISW authorizes Customer to use the Beta Code, Customer agrees to evaluate and test the Beta Code without compensation under normal conditions as directed by SISW and provide SISW with feedback.
- 7.4.3 Customer agrees to maintain Beta Code in confidence and shall restrict access to the Beta Code, including the methods and concepts utilized therein, solely to those employees and Customer location(s) authorized by SISW to perform beta testing. Customer agrees that any written evaluations and all inventions, product improvements, modifications, or developments that SISW conceived or made during or subsequent to Customer's evaluation of the Beta Code, including those based partly or wholly on Customer's feedback, will be the exclusive property of SISW. SISW will have exclusive rights, title, and interest in all such property. The provisions of this Section 7.4.3 shall survive termination of the Agreement.
- 7.5 **Use and Protection of Proprietary Files.** Log files, data files, rule files, and script files generated by or for EDA Software (collectively "Files"), including without limitation files containing Standard Verification Rule Format ("SVRF") and Tcl Verification Format ("TVF") which are SISW's trade secret and proprietary languages for expressing process rules, constitute or include confidential information of SISW. Customer may share Files with third parties, excluding EDA Competitors, provided that the confidentiality of such Files is protected by written agreement at least as well as Customer protects other information of a similar nature or importance, but in any case with at least reasonable care. Customer may use Files containing SVRF or TVF only with EDA Software. Under no circumstances shall Customer use EDA Software or Files or allow their use for the purpose of developing, enhancing or marketing any product that is in any way competitive with EDA Software. The provisions of this section shall survive the expiration or termination of the Agreement.
- 7.6 **Additional Limitations on Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, ALL LIMITATIONS OF LIABILITY SET FORTH THEREIN SHALL APPLY TO SISW'S INTELLECTUAL PROPERTY INFRINGEMENT INDEMNITY OBLIGATIONS UNDER THE AGREEMENT; HOWEVER, NOTHING IN THIS SECTION SHALL PREVENT SISW FROM CONTINUING THE DEFENSE OF ANY ACTION AT ITS SOLE DISCRETION AND EXPENSE. ALL WARRANTY DISCLAIMERS SET FORTH IN THE AGREEMENT SHALL ALSO APPLY WITH RESPECT TO SISW'S LICENSORS. SISW'S LICENSORS WILL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER UNDER THE AGREEMENT.
- 7.7 **Third Party Beneficiary.** Microsoft Corporation is a third party beneficiary of the Agreement as it relates to EDA Software licensed under these EDA Terms with the right to enforce the obligations set forth herein.