

# Specific Supplemental Terms for on-premises Software of Infrastructure & Industry Business

These Specific Supplemental Terms for on-premises Software of Infrastructure & Industry Business (“Software Licensing Terms”) amend (i) the Base Terms and the General Software and Cloud Supplemental Terms (“General Software and Cloud Terms”) or (ii) the Universal Customer Agreement (UCA) between Customer and Tecosa solely with regard to on-premises Software of Infrastructure & Industry Business, as referenced in the Order. These Software Licensing Terms together with (i) the Base Terms and the General Software and Cloud Terms or (ii) the UCA, as applicable, and other conditions as referenced in the Order form the “Agreement”.

Capitalized terms are defined [at the end of the document](#) or in other parts of the Agreement.

## Commercial Terms

### 1. Subject matter

#### 1.1. Subject matter

Tecosa provides the Software specified in the Order to Customer and grants Customer rights to the Software based on the license type (see Section 2) and the applicable software type (see Section 3).

If the Software is supplied electronically or, if copying rights are granted for it, the rights and duties set out in the Agreement apply to the copies created by Customer with the approval of Tecosa.

#### 1.2. Scope of delivery

1.2.1. **Software delivery.** Tecosa delivers the Software as well as the respective CoL, if applicable, to Customer, according to the description of the Software.

1.2.2. **Documentation.** The Documentation is usually written in English. Insofar as it is evident from the description of the Software that access to the Documentation is subject to a separate charge, Customer

a. does not have any right to generate Documentation copies, and

b. will purchase the required number of Documentation copies separately.

1.2.3. **Technical activation.** If the Software requires, for technical activation purposes,

a. a license key, Tecosa delivers it to Customer; and

b. a Dongle: Customer must order it separately if it is not explicitly included in the scope of delivery.

If the parties agree that Customer is to purchase only the Software but not the rights of use for the Software for the time being, the Dongle, the license key and the CoL will not be included in the scope of delivery.

#### 1.3. Scope and quality of the Software and installation and configuration responsibilities

The scope and quality of the Software is exclusively defined in the description of the Software.

Customer will install and configure the Software itself, ensuring compliance with the associated Documentation.

# License and software type

## 2. License type

Tecosa grants Customer the rights of use in accordance with the agreed license type and the Entitlements, as indicated in the Order. If the license type is not specified in the Order, the agreed license type is a Single License as specified in Section 2.1.1.

### 2.1. License types

- 2.1.1. **"Single License"** means, Tecosa grants Customer a non-exclusive right to
- install the Software on 1 Instance; and
  - use the Software installed in the manner specified in the description of the Software and, if applicable, in the CoL, e.g. under "Type of Use".
- 2.1.2. **"Multiple License"** means, Tecosa grants Customer a non-exclusive right to
- install the Software on the number of Instances specified in the Order; and
  - use the Software simultaneously in the manner specified in the description of the Software and, if applicable, in the CoL, e.g. under "Type of Use".
- 2.1.3. **"Floating License"** means, Tecosa grants Customer a non-exclusive right to
- install the Software on up to 10 times as many Instances as it has purchased licenses for objects (e.g., users or devices) specified in the Order. Example: In case Customer purchases a Floating License for 3 objects, it is entitled to install the Software on 30 of its Instances but may never have more than 3 objects using the Software at the same time; and
  - use the Software simultaneously by the number of Customer's objects specified in the Order and, if applicable, in the CoL; and in the manner specified in the description of the Software, and, if applicable, in the CoL.
- 2.1.4. **"Concurrent License"** means, Tecosa grants Customer a non-exclusive right to
- install the Software on the necessary number of Customers' Instances to use the Software as specified in the description of the Software; and
  - use the Software simultaneously by the number of Customer's objects (e.g. users or devices) specified in the Order and, if applicable, in the CoL; and in the manner specified in the description of the Software, and, if applicable, in the CoL.

### 2.2. Term

- 2.2.1. **Perpetual use.** Tecosa grants the rights for all license types in accordance with Section 2.1 to Customer perpetually unless the Order provides that the Software has been licensed only for a Subscription Term as described in Section 2.2.2.
- 2.2.2. **Subscription Term.** If Tecosa grants the rights to use the Software for a limited period, there are the following licensing options:
- "Rental"** denotes the imposition of a time limit on a Single, Multiple, Floating or Concurrent License with a Subscription Term of up to 12 months in accordance with the details in the description of the Software;
  - "Subscription"** denotes the imposition of a time limit on a Single, Multiple, Floating or Concurrent License. The length of the Subscription Term is specified in the description of the Software; or
  - A **"Demo License"** or **"Trial License"** denotes a Single, Multiple, Floating or Concurrent License granted for a limited term and only for the purpose of validating the Software in accordance with the description of the Software.
- 2.2.3. **Calculation of Subscription Term.** The permitted period of use is specified in the description of the Software and, if applicable, in the CoL, e.g. under "Type of Use". If no period of use is specified, it will be 12 months.
- If the period of use for the Software is
- Calculated in hours, the Subscription Term begins when the Software is first run and ends when all the included hours are consumed. Users have the flexibility to stop and resume their usage until all the hours are used up;

- b. specified in days, weeks or months, the specified period applies regardless of actual usage and commences when the Software is first run; or
  - c. date-based, the license ends on the specified date irrespective of actual usage.
- 2.2.4. **Automatic renewal of limited-term licenses.** In case of automatic renewal as set forth in Section 18.1 of the General Software and Cloud Terms or Section 10.1 of the UCA as applicable, any renewed Subscription Term will be of the same length as the original agreed Subscription Term.
- 2.2.5. **Multiple-year Subscription.** For multiple-year Subscription Terms, Tecosa may issue new license keys during the Subscription Term.

### 3. Software type

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Customer may purchase from Tecosa both engineering software and/or other types of Software.

#### 3.1. Engineering software

If the description of the Software provides that Customer has purchased engineering software, the following applies:

If Customer uses the engineering software or parts of it to generate its own programs or data, it has the right, without having to pay any license fee, to copy those parts of the engineering software as a part of its own programs or data; and

- a. use those parts of the engineering software as a part of its own programs or data, or
- b. supply those parts of the engineering software as a part of its own programs or data to third parties for their use. In such case Customer must protect the engineering software contained therein in line with Section 5.

#### 3.2. Other software types

For any other software type, Customer purchases a license with respect to the Software in accordance with the relevant intended type of use before installing or otherwise duplicating the Software or parts of it.

#### 3.3. Extended rights to the Software

Any extended rights in respect of the Software or parts of it, if applicable, are detailed in the Readme file of the Software.

## Earlier Versions and further Customer rights and duties

### 4. Earlier versions

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#### 4.1. Expiry of the right of use on upgrading

If it is apparent from the description of the Software, e.g., through the additional identification of "Service Pack" in the product name of the Software, that the Software is to serve as an upgrade to an Earlier Version, the rights of use granted for an Earlier Version will cease upon upgrading. The rights of use in accordance with Section 4.3 will not be affected.

#### 4.2. Option

If Customer is already legitimately using a license corresponding to the Earlier Version, the Customer may, at its option, exercise the rights of use granted to the Software:

- a. either in relation to the Software itself; or
- b. – insofar as it is technically foreseen and acting at its risk – to the Earlier Version.

#### 4.3. Parallel use

- 4.3.1. **Alternative use.** Insofar as Earlier Versions are listed in the Readme file of the Software under the title "Parallel Use", Customer can alternatively exercise usage rights on the Earlier Versions listed therein.

- 4.3.2. **Additional use.** If in the description of the Software or in the CoL the named "Type of Use" is: "Installation" or "User", Customer may use the Earlier Versions listed in the Readme file in addition to the licensed Software and parallel to the Software on the number of Instances for which it is allowed to install or use the purchased Software.
- 4.3.3. **Transfer.** Any transfer of Earlier Versions to a third party is permissible only together with the transfer of the Software in accordance with Section 5.2.

## 5. Further rights and duties of Customer

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### 5.1. Presentation of the CoL

Upon request Customer will present the CoL to Tecosa:

- a. for the Software; and
- b. if the Software is a Service Pack or other new release of the Software also for the Earlier Version.

### 5.2. Transfer

- 5.2.1. **Right of transfer.** Customer is entitled to transfer any licenses it has purchased with an unlimited period of use to a third party. If Customer transfers such licenses, it will:

- a. cease to use the Software;
- b. remove the installed copies of the Software from its equipment and its Instances; and
- c. erase any copies located on other data media or, upon request, provide the same to Tecosa insofar as Customer is not required to retain the same for a longer period in accordance with applicable law. The use of any such retained copies is prohibited.

- 5.2.2. **Transfer of license key, Dongle, contract documents and content.** Customer will supply to the third party:

- a. the license key, if applicable;
- b. any Dongle if included in the scope of services for the Software;
- c. the order confirmation and the CoL, together with the Agreement; and
- d. the CoL of the Earlier Version if it transfers an upgraded version of the Software as described in Section 5.2;

and will conclude with the third party an agreement whose content corresponds to Sections 2, 3, and 5 of these Software Licensing Terms.

- 5.2.3. **Confirmation, transfer of duties.** Customer will:

- a. upon request, confirm in writing that it completed the measures set out in Section 5.2 or describe to Tecosa as necessary and as applicable any reasons for a longer retention; and
- b. make the third party expressly subject to the duties to observe the rights granted in accordance with Sections 2 and 3 and the duties in accordance with this Section 5 of these Software Licensing Terms and Section 6 of the General Software and Cloud Supplemental Terms or Section 3.3 of the UCA as applicable.

### 5.3. Validation

If Customer receives a data medium which, in addition to the Software, contains further programs which are released for use, it has the right to use these released software products:

- a. exclusively for validation purposes;
- b. for a maximum period of 14 days, commencing with the first start-up of the relevant software program, unless a different period is specified, e.g., in the Readme file of the relevant software product; and
- c. free of charge.

Software products supplied exclusively for validation purposes are governed by the Agreement.

Customer is not authorized to transfer these software products separately, i.e. without the Software, to a third party.

## Definitions

<b>CoL</b>	The Certificate of License, which contains information about the type of rights of use purchased for the Software. If there is a CoL for the Software, the CoL is appended to the Software or the delivery note.
<b>Dongle</b>	Special item of software or hardware (e.g., a USB dongle) to protect the licenses. The Dongle and the Software protected by the Dongle must be connected as described in the Documentation, otherwise use of the Software will be significantly restricted or impossible.
<b>Earlier Version</b>	Earlier release of the Software; normally identifiable from the change in the version number.
<b>Entitlements</b>	Entitlement is defined the UCA or the General Software and Cloud Terms as applicable, but may also be stipulated in the CoL.
<b>Instance</b>	Either an instance in a physical operating system environment or an instance in a virtual operating system environment.
<b>Service Pack</b>	Release of the Software in which defects and/or vulnerabilities are eliminated, but which generally does not involve any change in functionality. The term "Service Pack" also includes single bug fixes and/or vulnerability patches that do not amount to a full new software release. Service Packs are part of the Software.