

## OEM License Agreement

Agreement Effective Date:	Date of Last Execution
Licensee:	Siemens Industry Software Inc., a Delaware corporation, with its principal place of business at 5800 Granite Parkway, Suite 600, Plano, TX 75024, USA ("SISW")
Licensor:	DRIMCo GmbH, a German limited liability company, with its principal place of business at Am Moosfeld 13, 81829 Munich, Germany ("Licensor")

### 1. Definitions

- 1.1 "Affiliated Company" means any entity which directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or common control of the party in question. For the purpose of the aforementioned sentence "control" shall mean the ownership of more than 50% of the voting power of an entity or the power to direct or cause the direction of the management and policies of such entity, whether by contract or otherwise.
- 1.2 "Confidential Information" means all information disclosed by one party to the other under this Agreement that is marked as confidential or where the confidential nature of the information disclosed is evident to a reasonable person, including the execution or the terms of this Agreement.
- 1.3 "Customer" means a third party who is offered or acquires a license to the Integrated Product, the Licensed Product or a service based on the Integrated Product or the Licensed Product through the Distribution Channel.
- 1.4 "Defect" shall mean any non-conformity of the Licensed Product with the terms of this Agreement or Licensor's documentation relating to the Licensed Product, a design flaw, malfunction or security vulnerability.
- 1.5 "Distribution Channel" means all sales and distribution channels used by SISW, including its direct channels such as sales offices as well as its Affiliated Companies and indirect channels such as resellers and distributors.
- 1.6 "Integrated Product" means a SISW product into which the Licensed Product is embedded or incorporated.
- 1.7 "Licensed Product" means Licensor's software products listed in **Schedule 1**, including related documentation, manuals and marketing materials (sales kits). Licensed Product includes the proprietary virtual image and all releases, upgrades, updates and other revisions that become available for the Licensed Product during the term of this Agreement, including successor products.
- 1.8 "Maintenance and Support" means the services provided by Licensor under Section 3 of this Agreement based on Schedule 1.
- 1.9 "OSS" or "Open Source Software" means software which may be or is classified or treated or considered free software, freeware, open source software, public domain software or other software distributed or

licensed under similar licensing or distribution models such as, but not limited to, the GNU General Public License (GPL), GNU Lesser Public License (LGPL), Mozilla Public License (MPL) and BSD licenses.

- 1.10 “OSS Source Code” means the source code of any and all OSS used directly or indirectly in the Licensed Product, including build scripts and other required information, e.g. regarding the build environment. All information to be available in the Licensor’s customer portal.
- 1.11 “Support Services” means an offering by SISW or the Distribution Channel to Customers who receive the Licensed Product or an Integrated Product. Support Services may include technical support, new releases, upgrades and updates, Defect fixes and workarounds as well as training based on Schedule 1.

## 2. Grant of Licenses and Delivery

- 2.1 Subject to SISW having paid all applicable fees in accordance with Schedule 2 and subject to Customers’, Affiliated Companies’ and Distribution Channels’, as applicable, compliance with Schedule 1, Licensor grants SISW and the Affiliated Companies of SISW a nonexclusive, worldwide license to use the Licensed Product stand alone or as an extension, as follows:
- 2.1.1 to use, reproduce, integrate, make available for download the Licensed Product as defined in Schedule 1, according to the product licensing mechanism;
- 2.1.2 the Distribution Channels to sublicense and distribute the Licensed Product to Customers, including the right to rent and/or lease through subject to licensing terms and contracting processes that SISW uses for its own products as defined in Schedule 1
- 2.1.3 to permit Customers (or their service provider on their behalf) to copy the Licensed Product for distribution within their global organizations in accordance with the respective license models (e.g. concurrent licenses) as agreed between Customer and SISW;
- 2.1.4 to make available the Licensed Product to Customers as part of a software-as-a-service offering, cloud or similar offering or as part of a broader service offering as defined in Schedule 1, in each case as a separate instance per Customer with no shared data;
- 2.1.5 to, copy and use the Licensed Product by SISW and to have it copied and used by Affiliated Companies and the Distribution Channel as well as their respective employees, consultants and contractors (i) internally, including without limitation for quality assurance tests; (ii) for demonstrations and benchmarks for potential sales; (iii) to provide Support Services to Customers; and (iv) for consulting. Licensor will reasonably support SISW (i) to (iv) activities when mutually agreed and scheduled;
- 2.1.6 to temporarily sublicense the current released version or a version released within the last twelve months of the Licensed Product to prospective Customers worldwide through the Distribution Channel for pre-release testing, evaluation, training or migration. as
- 2.1.7 to sublicense the Licensed Product to SISW’s third party marketing or development partners for purposes including, but not limited to, integration, interoperability, development of interfaces and joint marketing efforts.

- 2.2 SISW is authorized, but not obliged to use Licensor's name and trademarks and those of Licensor's third-party licensors whose products are included in the Licensed Product in connection with the exercise of the rights granted according to Section 2.1 above.
- 2.3 Licensor will deliver the Licensed Product to SISW as defined in Schedule 1 and Licensor shall deliver to SISW the virtual image of the complete Licensed Product. Licensor shall provide **Schedule 6** electronically (in machine-readable format) and include a complete list of incorporated third-party components (including OSS components (name, version)) as well as a full and accurate list of all licenses applicable to such components, and copyright statements and acknowledgements as required by the applicable OSS licenses. Licensor shall inform SISW of any telemetry functionality included in the Licensed Product including information on the type of data transmitted, the recipients and the reasons why such telemetry is in compliance with any applicable privacy laws.
- 2.4 No other license and no right of ownership to the Licensed Product, the Integrated Product or any other intellectual property is transferred between the parties and each party and their respective third party licensors retain full ownership to their respective intellectual property.
- 2.5 Nothing in this Agreement will prohibit either party from directly or indirectly independently developing, marketing, distributing, or licensing similar products or from establishing a business relationship with any third party with products similar to those of the other party. SISW or Licensor makes no representations as to the level of marketing and sales effort it will provide or the number of sales that will be made.
- 2.6 SISW will provide licenses of SISW Products to Licensor to enable Licensor to perform its obligations under this Agreement. Such licenses of SISW Products, if any, are identified in the Limited Use License Agreement ("LULA") of Schedule 9 to this Agreement. Licensor agrees to access and use such SISW Products only in accordance with and pursuant to the terms and conditions of the LULA.

### **3. Maintenance and Support**

- 3.1 During the term of this Agreement, Licensor shall provide Maintenance and Support as set forth in **Schedule 3**.
- 3.2 If Licensor provides a modified version of the Licensed Product as part of Licensor's obligations under this Section 3, Licensor shall provide release notes and any OSS changes as to **Schedule 6**. Licensed Product Defect fixes are always provided in the latest version. SISW is only permitted to distribute the current released version of the Licensed Product.
- 3.3 Licensor will notify SISW in writing at least 180 days prior to any discontinuance of any Licensed Product. The Licensed Product will not be considered to be discontinued by Licensor if a successor product is made available by Licensor that is substantially similar in functionality to the original Licensed Product. Such successor product shall be considered a Licensed Product under this Agreement. If the Licensed Product or is discontinued by Licensor, Licensor will make Maintenance and Support available for the discontinued product for a maximum period of 24 months following the discontinuation.
- 3.4 Licensor shall support each version of the Licensed Product as defined under Schedule 3 for a maximum period of 24 months from the date the Licensed Product is publicly released and provided to SISW or the general release of such version to Licensor's customer base, whichever is later. The current released version of the Licensed Product that fixes a Defect of a prior version shall be considered adequate support of such

prior version. Upon request of SISW, Licensor shall offer extended support for an additional twelve months at a mutually agreed cost.

- 3.5 Under no circumstances shall Licensor be granted access to any systems of SISW, Affiliated Companies, the Distribution Channel or Customer that contain personal data of such entity. In the event Licensor is provided access to any personal data, e.g. for the purpose of performing Maintenance and Support, such access will be granted in writing by an authorized representative of SISW and Licensor agrees to comply with the data protection terms and conditions set forth in **Schedule 4**.
- 3.6 Complete Failure of Licensor to provide any Maintenance and Support as documented in Schedule 3 will be a material breach of this Agreement. Licensor will use all available efforts to cure this breach as quickly as possible. If Licensor does not resume providing any Maintenance and Support as documented in Schedule 3 within 90 days of receipt of a respective notice, in addition to any other rights and remedies SISW may have and upon request by SISW, Licensor will provide access to the defined components of the source code of the Licensed Product, which are available to Licensor and which the Licensor is allowed to provide to SISW. The access to these components of the source code of the Licensed Product to SISW will be provided in a secure environment hosted by the Licensor. Licensor grants SISW a license to use the components of the Licensed Product source code, which are available to Licensor and which the Licensor is allowed to provide to SISW, to provide Support Services for so long as SISW is licensing the Licensed Product under this Agreement and no support fees shall be due to Licensor during any such period. Following a reasonable period during which Licensor has returned to fulfilling any Maintenance and Support obligations, Licensor may request that SISW certify the return or destruction of all copies of and access to any Licensed Product source code components. Licensed Product source code will be considered Confidential Information of Licensor. Licensor and SISW acknowledge and agree that SISW will suffer irreparable harm if release of the source code to SISW is delayed and that SISW may obtain injunctive relief to compel Licensor's performance under this Section. SISW acknowledges that it shall be responsible for securing access to the source code and any breach would constitute a breach of its obligations under the Confidentiality provisions of this Agreement.

#### **4. Other Licensor Obligations**

- 4.1 During the term of this Agreement, Licensor will regularly inform SISW of Licensor's product planning roadmap and strategic plans for the development of releases, upgrades and updates to the Licensed Product to enable SISW to plan Integrated Product functionality and releases accordingly. SISW, at its option, may provide input to the roadmaps and strategic plans which Licensor shall reasonably consider.
- 4.2 Licensor shall provide the marketing and training services set forth in **Schedule 5**.
- 4.3 Upon request of SISW, as defined in Schedule 1 and Schedule 3, Licensor shall reasonably support SISW in installing the Licensed Product at SISW's development sites and shall train SISW personnel in using the Licensed Product at no additional charge to SISW.
- 4.4 If Licensor receives an unsolicited offer by a third party to acquire all of the shares of Licensor or substantially all of the technology constituting Licensed Product, Licensor will notify SISW. If SISW notifies Licensor in writing within 30 days of receipt of notice that SISW is exceeding the third-party offer, Licensor will reasonably consider the offer. Licensor will notify SISW of its decision within 30 days of Licensor's receipt of the SISW offer.

## 5. Fees, Reports and Payment

- 5.1 SISW will pay to Licensor the fees described in **Schedule 2**.
- 5.2 All pre-determined fees, i.e. fees for services ordered by SISW from Licensor, shall be invoiced by Licensor at the end of each month as set forth in **Schedule 2**. Pre-determined fees are payable by SISW within 60 days after receipt of the respective invoice. Transactional fees (i.e. License Royalty Fees, Maintenance Royalty Fees, as identified in **Schedule 2**) shall be payable in quarterly installments within 60 days following the end of each calendar quarter. SISW will provide a statement showing the calculation of such fees with the payment.
- 5.3 If a Customer returns a Licensed Product or withholds payment for any reason, SISW may withhold the applicable payment due to Licensor until payment is received from the Customer or, if payment has already been made to Licensor, Licensor will provide SISW with a credit in an amount equal to the amount of such payment.
- 5.4 If any license fees depend on the number of users within the one production instance, only the number of permitted users shall be counted for purposes of calculating the royalty. If any license fees depend on the number of copies made, only the number of copies that can be used simultaneously shall be counted for purposes of calculating the royalty as defined in Schedule 1 and Schedule 2.
- 5.5 The fees in Schedule 2 shall be the complete remuneration for all rights granted and services provided by Licensor to SISW under this Agreement. Use of the Licensed Product by SISW and the Distribution Channel, as well as their respective employees, consultants and contractors, in support of their marketing, and Support Services efforts, including but not limited to demonstration, evaluation, beta testing, benchmark, instruction and training; use of the Licensed Product and the Integrated Product by the Customer for temporary evaluations and beta testing as will be identified and described in a new Schedule 5 which shall be added to this Agreement by an amendment; as well as use of the Licensed Product by SISW research partners and accredited education institutions and their students for non-commercial use will be free of any fees.
- 5.6 Income taxes assessed against Licensor are the responsibility of Licensor. If SISW is required by law to withhold taxes from fees due under this Agreement, payments to Licensor will be net of such tax withholdings. SISW will not reimburse Licensor for taxes withheld. If Licensor is exempt from tax or is eligible for a reduced rate of withholding tax pursuant to an income tax treaty, Licensor is responsible for completing and providing documentation (including W-9 or W-8BEN) to SISW. SISW will withhold income taxes at the maximum jurisdictional tax rate from all payments to Licensor until all necessary documentation is provided. SISW will provide Licensor with copies of tax filings remitted to taxing authorities. SISW will provide reasonable support to DRIMCo in obtaining any exemption from or reduction or reimbursement of such withholding taxes.
- 5.7 Licensor guarantees that fees payable by SISW under this Agreement are at least as favorable as Licensor's pricing to SISW Customers of the Licensed Product, to mutually agreed opportunities between Licensor and SISW or to SISW distribution channels under equivalent conditions and scope. Licensor will notify SISW if it intends or extends more favorable pricing to the channels set forth in this Section above, and the respective fees owed under this Agreement will be mutually agreed. To assure compliance with this Section, a reputable auditor mutually agreed by SISW and the Licensor and appointed by the Licensor may audit the

pricing sections in the Licensor's agreements with the channels set forth in this Section above, at SISW's discretion, but not more often than annually, at SISW' expense and with 30 days advance notice

## **6. Confidentiality**

- 6.1 The receiving party will (i) use Confidential Information only as required to exercise its rights or perform its obligations under this Agreement and (ii) protect Confidential Information from unauthorized use or disclosure. Neither party will disclose Confidential Information of the other to any third party without prior written consent of the other party, other than to Affiliated Parties, financial, tax and legal advisors and consultants, on a need to know basis and as required to perform the rights and obligations under this Agreement. Consent to a general press release will not be unreasonably withheld. Licensor shall be entitled to disclose the execution and the terms of this Agreement without the consent of SISW to potential investors and potential acquirers of Licensor, provided that the recipient is itself bound by a contractual obligation of confidentiality as least as protective as this section, whereas any references in this section to this Agreement shall be construed to be references to the relationship between Licensor and investors or acquirers, as applicable.
- 6.2 The foregoing confidentiality obligations will not apply to any Confidential Information that (i) is or becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement; (ii) becomes available to the receiving party from a source other than the disclosing party, provided that the receiving party has no reason to believe that such source is itself bound by a legal, contractual or fiduciary obligation of confidentiality; (iii) was in the receiving party's possession without an obligation of confidentiality prior to receipt from the disclosing party; (iv) is independently developed by the receiving party without the use of, or reference to, the disclosing party's Confidential Information; or (v) is required to be disclosed by a governmental agency or law, so long as the receiving party promptly provides the disclosing party with written notice of the required disclosure, to the extent such notice is permitted by law, and cooperates with the disclosing party to limit the scope of such disclosure.

## **7. Term and Termination**

- 7.1 This Agreement takes effect on the Effective Date and shall expire three years from the Effective Date unless extended by the parties and may be terminated by either party for any reason by providing twelve months prior written notice.
- 7.2 Either party may terminate this Agreement if the other party is in material breach of any provision of this Agreement and does not remedy such breach within 90 days after having received a written notification of such breach. SISW shall have the right to immediately terminate this Agreement in case of Licensor's insolvency or inability to pay debts as they become due, voluntary or involuntary bankruptcy proceedings by or against Licensor or the appointment of a receiver or assignee for the benefit of creditors. Licensor shall promptly inform SISW of any such circumstances.
- 7.3 The Distribution Channel shall be entitled to close any open opportunities for a period of six months from the termination date of this Agreement and any licenses granted to Customers in closing such opportunities shall survive the termination of this Agreement.
- 7.4 All licenses to the Licensed Product granted by the Distribution Channel under this Agreement will survive any termination of this Agreement for a maximum of 24 months from. SISW's rights under Section 2 will survive for the purpose of fulfilling SISW's contractual obligations to existing Customers as of six months

from the termination date of this Agreement, including, without limitation, SISW's right to provide authorization codes and Support Services to Customers that have a contractual right to use or obtain such products or Support Services.

- 7.5 Upon request of SISW after any termination, for a maximum of 24 months after the termination, Licensor will continue to provide support to the Distribution Channel and Customers as described in Section 3 and SISW shall continue to pay to Licensor the agreed royalty fees according to Schedule 2 and Section 5 and any fees for Maintenance and Support. Complete failure of Licensor to provide such support services will be subject to SISW's rights under Section 3.6.
- 7.6 The sections on Confidentiality, Representations and Warranties, Indemnification, Limitation of Liability and Insurance, Export Compliance and Miscellaneous will also survive any termination or expiration of this Agreement.

## 8. Representations and Warranties

- 8.1 Licensor represents and warrants that: (a) it has the right to enter into this Agreement and to grant the licenses described in Section 2 and to provide the services described in Sections 3 and 4; (b) the Licensed Product will meet, at a minimum, the performance and functional specifications set forth in Schedule 1 and future official documentation and is free from material Defect and malfunctions; and (c) Support and Maintenance and other services provided under this Agreement are provided with due care and at professional standards by personnel that are adequately skilled and trained for the provision of the respective services.
- 8.2 In the event of any Defect in a Licensed Product, Licensor will correct it in accordance with Section 3.4. and Schedule 3 to this Agreement.
- 8.3 Licensor represents and warrants that exploitation of the Licensed Product as contemplated by this Agreement will not infringe any patent or copyright and the Licensed Product does not contain any misappropriated trade secrets of any third party.
- 8.4 Licensor represents and warrants that all OSS included in the Licensed Product is comprehensively listed and marked as such in **Schedule 6**. Licensor represents and warrants that it complies with all applicable OSS license conditions. Licensor represents and warrants that the OSS as used in the Licensed Product will not require SISW to (a) grant licenses to the Integrated Product or the Licensed Product free of charge or (b) to disclose the source code of the Integrated Product.
- 8.5 Licensor represents and warrants as to the Licensed Product: (i) it was not developed under a U.S. Government contract; (ii) no U.S. public funds were employed to develop it; and (iii) if the Licensed Product or part of the Licensed Product has been developed with public funding, SISW will have no other obligations than those specified in this Agreement, in particular SISW shall not be obliged to pay any amount and/or grant any rights to the Integrated Product to the funding authority or to any other third party. A breach of this Section 8.4 by Licensor will be deemed a material breach of this Agreement entitling SISW to (i) terminate this Agreement under Section 7.2 above and, if applicable, (ii) claim reimbursement from Licensor for any amount due by SISW to any given funding authority.
- 8.5 Licensor represents and warrants it will comply with the IT security provisions set forth in **Schedule 7**.

## 9. Indemnification



- 9.1 Licensor shall, at its expense, defend, indemnify and hold harmless SISW from any third-party claims, not excluding for the avoidance of doubt third party claims regarding such third party's indirect, special, consequential, or incidental damages, where such damages are available under applicable laws, against SISW alleging the Licensed Product or use thereof, violates a third party's patents, copyrights, trade secrets, or trademark. Licensor's obligations under this Section are irrespective of any transfer or sublicense of the Licensed Product or the success of the claim. SISW agrees to (i) notify Licensor in writing within a reasonable time after SISW's receipt of written notice of such claim, action or allegation of infringement; (ii) use reasonable efforts to provide information known to SISW and assistance to settle or defend the action; and (iii) grant Licensor control of the defense or settlement of the action subject to SISW' reasonable approval.
- 9.2 In case a third party claim is raised in accordance with section 9.1 or if an injunction or order is obtained restricting SISW's, Customer's or the Distribution Channel's rights to the Licensed Product or if Licensor determines that the Licensed Product is likely to become the subject of a claim of infringement or violation of a patent or, copyright, trademark, or trade secret of a third party, Licensor will, at its option and expense: (a) procure the rights to the Licensed Product contemplated by this Agreement; or (b) replace or modify the Licensed Product so that it becomes non-infringing provided such modification or replacement does not adversely affect the specifications for or the use or operation of the Licensed Product. Only if neither (a) nor (b) is reasonably available, Licensor will refund all fees paid for such Licensed Product and secure a release of SISW from any further liability subject to Section 10 and SISW may pursue additional remedies available in law or equity.
- 9.3 Licensor shall have no obligation, and Section 9.1 and 9.2 shall not apply, to the extent any third party claim arises from: (a) Willful misconduct, gross negligence or fraud of SISW, a Customer or any third party acting on behalf of SISW; (b) Unauthorized modification of the Licensed Product by SISW, a Customer or any third party acting on behalf of SISW, provided the claim would not have occurred, but for such modifications; (c) Use of the Licensed Product not in accordance with this Agreement, provided that the third party claim occurs solely as a result of SISW's or Customer's misuse of the Licensed Product; or (d) Use of the Licensed Product in combination with other products, data or applications or otherwise in a manner not compliant with Section 2 of this Agreement or Schedule 1 and provided the claim would not have occurred but for such combination or use; (e) a violation of a third party's trade secret related to defects of the Licensed Product or privacy or IT security breaches, provided that such third party is a Customer and the claim arises from a breach of SISW's confidentiality obligations under the relevant Customer contract.
- 9.4 Sections 9.1 to 9.3 stipulate the sole rights and remedies of SISW, Customers and the Distribution Channel against Licensor in case of an infringement or violation of a third-party patent, copyright, trademark or trade secret in relation to the Licensed Product or use thereof.

## **10. Limitation of liability and Insurance**

- 10.1 The liability of both parties for any, and all, damages in aggregate resulting out of or in connection with this Agreement shall be limited to the higher of (a) 0.75 times the fees paid by SISW under this Agreement during the last twenty-four months prior to the first claim or (b) €1,000,000 EUR. This limitation of liability shall not apply to (i) cases of willful misconduct, (ii) indemnification obligations under Section 9.1 of this Agreement, subject to the limitation described in Section 9.3, or (iii) damage to the extent covered and paid by the insurance maintained by Licensor as required under Section 10.3 of this Agreement. Licensor cannot be held strictly liable for a defect in a Licensed Product which exists when this Agreement is entered into.



- 10.2 SISW SHALL NOT BE LIABLE FOR ANY CLAIMS AGAINST LICENSOR BY ANY OTHER PARTY. N EXCEPT FOR EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT AND LICENSOR'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9.1 (TO THE EXTENT THAT DAMAGES RESULTING FROM A THIRD PARTY CLAIM INCLUDE THEM AND SUBJECT TO THE LIMITATION DESCRIBED IN SECTION 9.3 (e)), NEITHER PARTY SHALL BE LIABLE FOR LOSS OF PROFITS, INTERRUPTION OF SERVICE, OR FOR ANY OTHER INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES.
- 10.3 During the term of this Agreement Licensor shall maintain all insurance required by German laws, and a professional liability insurance covering Licensor's errors and omissions (*Vermögensschaden-Haftpflichtversicherung*) with a limit of liability of 1,000,000 EUR each loss/aggregate. Licensor will, if requested by Licensee, provide Licensee with certificates of the foregoing insurance coverage.

## 11. Export Compliance

- 11.1 The Parties agree to provide mutual and reasonable cooperation, when necessary, in order to ensure that each party complies with all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations") and to obtain all necessary export licenses, unless any other party is required to apply for the export licenses pursuant to the applicable Foreign Trade Regulations.
- 11.2 For the provision of the services under this Agreement, Licensor shall only use employees who are not listed in the relevant German, European and US-American sanctions lists based on foreign trade legislation. These lists include, but are not limited to, the US Denied Persons List (DPL), the US Warning List, the US Entity List, the US Specially Designated Nationals List, the US Specially Designated Terrorists List, the US Foreign Terrorist Organizations List, the US Specially Designated Global Terrorists List and the EU's Terrorist List. SISW, where applicable, will reasonably support Licensor with this clause.
- 11.3 Licensor shall reasonably support SISW to comply with all Foreign Trade Regulations applicable in the countries of export and import as well as re-export in case of resale or use by any SISW entity worldwide. Licensor and SISW are jointly responsible to fulfill
- the "Export Control Classification Number" according to the U.S. Commerce Control List (ECCN.) if the Service is subject to the U.S. Export Administration Regulations; and
  - all applicable export list numbers; and
  - the country of origin (non-preferential origin), and upon request of SISW, documents to prove the non-preferential origin; and
  - the preferential country of origin, and, upon request of SISW, documents pursuant to the requirements of the applicable preferential law to prove the preferential origin (e.g. Licensor's declaration)
- ("Export Control and Foreign Trade Data").
- 11.4 In case of any alterations to origin and/or characteristics of the Licensed Product or services under this Agreement and/or to the applicable Foreign Trade Regulations, Licensor shall update the Export Control and Foreign Trade Data as early as possible but not later than two (2) weeks prior to delivery of the Licensed Product or the services date.

- 11.5 SISW's obligation to fulfill this Agreement is subject to the proviso that the fulfillment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos or other sanctions.
- 11.6 Subject to section 10, Licensor shall be liable for any expenses and/or damage incurred by SISW due to any breach of the obligations hereunder, unless Licensor is not responsible for such breach.

## **12. Corporate Responsibility in the Supply Chain**

- 12.1 Licensor shall comply with the principles and requirements of the 'Code of Conduct for Suppliers and Third Party Intermediaries' located at [www.siemens.com/code-of-conduct/managementsystems](http://www.siemens.com/code-of-conduct/managementsystems) (hereinafter referred to as the "Code of Conduct").
- 12.2 If requested by SISW, not more than once per calendar year, Licensor shall, at its option, either provide SISW with (i) a written self-assessment in the form provided by SISW or (ii) a written report approved by SISW describing the actions taken or to be taken by Licensor to assure compliance with the Code of Conduct.
- 12.3 SISW and its authorized agents and representatives, or a third party appointed by SISW and reasonably acceptable to Licensor, shall be entitled (but not obliged) to conduct inspections at Licensor's primary location in order to verify Licensor's compliance with the Code of Conduct.

Any inspection may only be conducted upon prior written notice of SISW, during regular business hours, in accordance with the applicable data protection law and shall neither unreasonably interfere with Licensor's business activities nor violate any of Licensor's confidentiality agreements with third parties. Licensor shall reasonably cooperate in any inspections conducted. Each party shall bear its expenses in connection with such inspection.

- 12.4 In addition to any other rights and remedies SISW may have, in the event of (i) Licensor's material or repeated failure to comply with the Code of Conduct or (ii) Licensor's denial of SISW' right of inspection as provided for in Section 12.3, after providing Licensor reasonable notice and a reasonable opportunity to remedy, SISW may terminate this Agreement and/or any purchase order issued hereunder without any liability whatsoever.

Material failures include, but are not limited to, incidents of child labor, corruption and bribery, and failure to comply with the Code of Conduct's environmental protection requirements. The notice and opportunity to remedy provision shall not apply to violations of requirements and principles regarding child labor as set out in the Code of Conduct or willful failures to comply with the Code of Conduct's environmental protection requirements.

## **13. Miscellaneous**

- 13.1 This document, including its schedule(s), contains the entire agreement of the parties and supersedes all prior or contemporaneous agreements, written or oral, between the parties relating to the subject matter. This Agreement may only be modified by a written document signed by an authorized representative of each party. The written form requirement also applies to Section 13.1.
- 13.2 In case of any conflict between any given Schedule and the main body of this Agreement, the provisions of the main body shall prevail unless the Schedule explicitly provides for a deviation to the main body.

- 13.3. This Agreement and the rights and responsibilities under it are not assignable by either party without the prior written consent of the other party. Notwithstanding the foregoing, SISW and the Licensor may assign this Agreement or the rights and responsibilities under it to an Affiliated Company or in connection with a sale, merger, corporate reorganization, or divestiture of the portion of its business that is utilizing the Licensed Product (in case of SISW) or the portion of its business to which this Agreement pertains (in case of the Licensor). This Agreement will inure to the benefit of and will be binding upon the respective successors and assigns.
- 13.4 All notices required by this Agreement, including requests for a press release or public statement, shall be given in writing to the contact information contained in **Schedule 8**, or to any updated information provided by one party to the other in writing.
- 13.5 The failure by either party at any time to enforce its rights under this Agreement will not be construed as a waiver of such rights and no waiver by either party will be valid unless it is contained in a signed writing.
- 13.6 This Agreement will be governed by the laws of Germany, excluding choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

**13.7 Dispute Resolution and Arbitration.**

**13.7.1 Settlement Negotiations Among The Parties.** If any dispute (“Dispute”) arises in connection with this Agreement, the responsible representatives of the parties shall attempt, in fair dealing and in good faith, to settle such Dispute. If a party provides written notification to the other party that such attempt has failed, then each party shall promptly appoint in writing a senior representative duly authorized to resolve such Dispute. Each party shall give notice of the appointment of such senior representative to the other party and such senior representatives shall try to reach an amicable settlement. If such senior representatives have not been appointed and/or are not able to reach an amicable settlement within a time period of 30 (thirty) days after the appointment of the first senior representative or such other time period as the parties may agree in writing, then either party may, by written notification to the other party, require that the Dispute be submitted for resolution by arbitration pursuant to Section 13.5.2 below. Nothing in this and the following Sections shall limit the right of the parties to seek relief intended to preserve the status quo or interim measures, such as preliminary injunctions, from any court of competent jurisdiction and/or an arbitral tribunal. If a claim in Dispute may become time barred due to an applicable statute of limitations, the parties shall agree upon a suspension of such statute of limitations during the settlement process set forth in this Section. The suspension shall be agreed and documented in a way to be effective under the applicable law. If the parties cannot reach an appropriate agreement on such suspension sufficiently in advance of the time bar becoming effective, the party whose claim may become time barred may initiate arbitration proceedings pursuant to Section 13.6.2 below irrespective of the prerequisites of this Section.

**13.7.2 Arbitration.**

**13.7.2.1** All Disputes arising out of or in connection with this Agreement, which are not settled pursuant to sub-Section 13.5.1 of this Section, including any question regarding the existence, validity or termination or any subsequent amendment of the Agreement, and all claims in connection with it in respect of which no Dispute exists but which require enforcement, shall be finally settled in accordance with the Rules of Arbitration (“Rules”) of the International Chamber of Commerce (“ICC”).

13.7.2.2 If the value of the total matter in dispute, including the value of any counterclaims, is €1 million (EUR) or above, the expedited procedure provisions of the Rules shall not apply, and the arbitral tribunal shall consist of three arbitrators. If the tribunal consists of three arbitrators, each party shall nominate one arbitrator for confirmation by the ICC. Both arbitrators shall agree on the third arbitrator within thirty (30) days after their appointment. Should the two arbitrators fail to reach agreement on the third arbitrator within the thirty-day period, the ICC shall select and appoint the third arbitrator.

13.7.2.3 The seat of arbitration shall be Munich, Germany.

13.7.2.4 The language to be used in the arbitration shall be English.

13.7.2.5 The IBA Rules on the Taking of Evidence in International Arbitration as current as on the Effective Date of this Agreement shall apply. The work product of an (outside or in-house) attorney and communication between an (outside or in-house) attorney and a client shall be subject to the privilege provided for in Article 9 section 2 of said IBA Rules and shall not be disclosed.

13.7.2.6 Consolidation of arbitration pending under the Rules into a single arbitration shall only be possible if all parties have agreed to consolidation.

13.7.2.7 Upon request of a party, the arbitral tribunal shall order any claiming or counterclaiming party to provide security for the legal and other costs of any other party related to that claim or counterclaim, by way of bank guarantee or in any other manner and upon such terms as the arbitral tribunal considers appropriate.

13.8 If any provision (or portion of a provision) of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions and provisions will not in any way be affected or impaired. The parties shall agree a valid provision to replace the invalid, illegal or unenforceable provision which reflects as closely as possible the original economic purpose, provided a supplementary interpretation of the Agreement does not have precedence or is not possible. The same applies in case of lacunas.

Licensor

Siemens Industry Software Inc.

By:

(Authorized Representative)

Name

Title

Date

By:

(Authorized Representative)

Name

Title

Date

By:

(Authorized Representative)

Name

Title

Date

By:

(Authorized Representative)

Name

Title

Date

By:

(Authorized Representative)

Name

Title

Date



## Schedule 1: Licensed Product and Start Package

### 1. Licensed Product

Product capabilities and functionalities are as at the date of the agreement. Future enhancements and updates will be stored at the online location

1.1 DRIM Enterprise Software is a one instance on premise system that provides a web based artificial intelligent requirements analysis application used to support the deep context understanding, due diligence process and the structured approach of complex documents.

1.2 DRIM operates standalone or with a certified integration with Siemens Polarion, Application Lifecycle Management (ALM) system. DRIM can be tailored to integrate other ALM / Product Lifecycle Management (PLM) and Requirements Management systems.

1.3 DRIM technology is designed to pro-actively assist the in-company specialists or experts in the deep analysis, evaluation and formation of accurate and reusable documented requirements. DRIM AI model is constantly learning from each interaction and it is not designed to remove specialist involvement, at any time.

1.4 DRIM utilizes several advanced information processing methods and algorithms, which may have technical or process limitations. The overall comprehensiveness, accuracy and quality of the final output remains the sole responsibility of the in-company specialists or experts. DRIM provides a single source location for optimal time sensitive collaboration and does not replace or remove any required colleagues' interactions.

1.5 DRIM gives several default functionalities as outlined below which can be tailored to be utilized across multiple domains or verticals with the appropriate customizations and configurations. Depending on the AI maturity for a vertical and the varying complexity of the uploaded documents, the DRIM process will show different results. Each domain or vertical will have unique approaches in exchanging or matching information contained within the documents. DRIM is able to include technical drawings or images but depending on the quality and complexity the DRIM functionalities maybe limited. The initial configuration and training of the DRIM AI model in the first phase of launch, is essential to achieve the optimal framework and benefits.

1.6 DRIM Software supports the direct upload of the following file format, excluding security related constraints applied:

Email -- .eml,

Microsoft Excel --.xls, .xlsx, .xlsm

Image -- .jpeg, .jpg, .png, .tif, .tiff, .ppm

PDF -- .pdf (editable, scanned,)

Plain Text -- .txt, .tsv, .csv

Microsoft PowerPoint --.ppt, .pptx

Web -- .html, .htm

Microsoft Word -- .doc, .docx

The list of accepted formats is displayed within the DRIM user interface. Any other file formats will not be accepted. Other files formats must be prepared by the users into one of the accepted formats or directly into PDF. All original files uploaded are stored in DRIM in the original format. In addition, DRIM will create an identical file in PDF format as the basis for the processing and store it within DRIM.

DRIM uses an embedded opensource pdf conversion utility but cannot guarantee optimal or complete conversions with files that contain macros, or similar unique attributes, into the PDF format. It is recommended to review the quality of the conversions and where necessary to convert the respective document(s) outside of DRIM into the pdf format before uploading to DRIM.

1.7 For Microsoft Excel workbooks files that contain more than one worksheet, each worksheet must be saved as a separate Excel file or saved directly as a PDF. Embedded files within the worksheets, except for images, must be saved separately. Large tables must be prepared in Excel and optimally printed to PDF. DRIM users can search into these files and create individual ROBs (Requirements or Review Objects) on the content contained within each Excel table. Users cannot write into the original Excel file from within DRIM.

1.8 All visible data, that is included in any form in the PDF, will be utilized in the analysing process. Any additional comments, cell content or embedded text that cannot be seen within the PDF will not be analysed. Users should prepare Excel files prior to uploading or use the import and synchronization process via Polarion, if applicable.

1.9 DRIM supports the import and synchronization of ROBs from Siemens Polarion Software. Requirements that have been imported as ROBs into Polarion can be synchronized in the DRIM analysis process.

1.10 DRIM has an embedded open-source Optical Character Recognition (OCR) feature included to transform scanned files or other image files into searchable pdf documents. DRIM analysis processing is highly dependent on the quality of the OCR results. The quality of the OCR results is dependent on the original structure of the files uploaded and on the capabilities of the built-in, open source OCR. Depending on the original source files quality and the complexity of the content being processed, then another third party OCR application may generate



increased accuracy. It is recommended to review the quality of the OCR results and where necessary to OCR the respective document(s) outside of DRIM using another third party OCR application before uploading to DRIM. DRIM can be integrated with any OCR service.

The OCR process is very RAM intensive. DRIM has a RAM limit configured by default for the OCR process can OCR any file up to a limit of 300 pages. Files larger than 300 pages must be OCR processed outside of the DRIM application and then can be uploaded into DRIM as standard.

1.11 Uploading files into the DRIM projects must be scanned for virus or malware within customers domain. DRIM is installed within the customer's environment/intranet and follows the same security protocols as other applications.

1.12 For technical or engineering image files that require OCR and an increased magnification for reading, DRIM reduces the size of large files which may impact the quality of the document when magnifying and reading.

1.13 Due to the varying complexity and uniqueness within files it cannot be guaranteed that all files will be successfully processed within DRIM. If the processing has failed, this is displayed in the DRIM GUI with a respective symbol. It is the responsibility of the user of DRIM to manage failed documents.

1.14 DRIM Auto-Segmentation automatically creates Requirements Objects (ROB) Candidates based on the text segments that may contain requirement(s), to support the structured analysis of requirements documents.

Auto-segmentation enriches each segmented requirement with company and user topics, criticality, compliance value, customer comment and custom fields based on the selected services and configurations.

Each DRIM AI proposal is marked by a yellow dot. It is the responsibility of the users to control the quality of the AI proposals and where necessary adjust them using the DRIM functionality.

Chapter headings, page headers/footers as well as tables are analyzed with the assistance of the DRIM AI. Areas analyzed by the DRIM AI to be chapter headings, page headers and footers are excluded from the Requirements Object candidates. Images are not included into the automated ROB candidates creation. Due to the initial and current technical limitations, it cannot be guaranteed that the Requirements Objects Candidates meet the expectations of the user or that all content of a file is correctly classified and captured.

1.15 DRIM will create two ROB's when a requirement continues over two PDF pages

1.16 DRIM analyses chapter headings from the uploaded files. Users can use the chapter headings to navigate across the files. Due to the large variety of possible chapter headings and due to technical limitations, the accuracy of the chapter headings analysis cannot always be accurate.

1.17 DRIM has the AI functionality to categorize ROBs with criticality levels from 1 (low) to 5 (high).

DRIM also has the functionality to automatically predict the criticality for ROBs. As the standard functionality criticality levels from level 3 to level 5 are predicted, criticality levels below 3 are not predicted.

The underlying algorithm is utilizing several historic interactions including business rules. The methodology, algorithms and technical capabilities are constantly learning so the accuracy and quality of the DRIM criticality predictions cannot always be precise. DRIM can strongly support to detect critical requirements but it cannot be guaranteed to detect all critical requirements.

1.18 DRIM has the functionality to assign one or multiple topics to a ROB and to analyse and predict semantic topics from ROB texts. The underlying algorithm is making use of various methods from optional keywords to AI topic learning. The algorithm is designed to continuously learn from the interaction by the users in DRIM. Potential inconsistencies in topic labels created by the users and due to constraints it cannot be guaranteed that the DRIM topic predictions are always accurate. The functionality can efficiently support the users in navigating in the content and also in the task of assigning requirements to domains responsible for evaluating them.

1.19 When requirements are uploaded to DRIM via files, they are segmented into 'shallow' ROBs and each such shallow ROB is analyzed for their semantic similarity versus all 'active' ROBs from historic projects in DRIM which have the 'teachAI' button configured to 'on'.

If the semantic similarity, analyzed by a respective DRIM AI, is high enough and the best matching historic ROB has entries in the customer communication field, these entries are automatically completed into the customer communication field of the newly created 'shallow' ROB.

A second mechanism for automatically pre-completing customer communications entries can be defined for topics. DRIM AI analyzes such topics in a ROB and will automatically complete the entries defined for a topic into the customer communication field of the newly created 'shallow' ROB.

When auto comments are from both mechanisms, DRIM's standard configuration is to use the auto comment from a topic.

1.20 When there are no semantically similar historic ROBs analyzed for newly created 'shallow ROBs' the customer communication field is not completed. The user has the ability to view all semantically similar historic 'active' ROBs with Customer Communication entries by triggering the respective functionality.

1.21 DRIM AI has the functionality to identify tables from files and to analyze the table structure with computer vision technologies to derive meaningful information.

1.22 The quality of the table in the file and the table structure is essential for DRIM accuracy. Information from tables can be captured with the regular DRIM ROB creation mechanisms including the capturing as image ROBs. DRIM does not analyze or detect tables without boundaries.

1.23 DRIM allows users to configure project and file level custom fields. This is not supported by AI learning and proposals by default.

1.24 Users can search across multiple documents within a project in a standard 'exact term search', by free text using 'fuzzy search' or 'AI search'. A fuzzy search is the process that within technical limits locates text that is likely to be relevant to the search argument even when the argument does not exactly correspond to the desired information. The users can summarize multiple search terms into one concept and search with a concept. An AI search automatically expands the query by similar words and thereby the search not only searches for the query but also for similar words to the query. The AI search is limited to a single word in the search query.

1.25 Tender Compare allows users to inherit ROB attributes from a ROB on a same or almost same text passage residing in a different project into the current project. If the current project is similar to an existing project a larger part of the necessary requirements evaluations can be copied from the similar project into the current, saving time, re-using expert knowledge and providing consistent commentings and categorizations to the end- customer.

A minimum information content is required to perform the matching and is only performed on ROBs with a minimum length. ROBs underneath this length threshold will not be matched. DRIM cannot guarantee that all expected matches are matched.

There can be non visible technical differences in the representation of a text paragraph across different files, where the same or similar paragraph is contained, which can lead to unexpected effects in matching. DRIM follows the approach of tracing text paragraphs independent of their context allowing maximum flexibility, but a user is required to check and confirm the reuse from a historic ROB into a new ROB. The context might be different and the historic ROB evaluations might not be appropriate.

1.26 Document or file update allows a user to upload a new file or document version onto an existing document or file and to match over ROBs with their attributes from the old file or document version to the new version. For each active ROB from the previous file or document version DRIM searches for a matching passage in the new document or file version. Best matching passages are listed, and the user has to confirm such matches in order to copy over the ROB from the old document or file version to the new. Changes in text are displayed to the user. Users of DRIM can systematically manage updates in and across files.

The matching is performed on textual information. Images cannot be matched and must be treated separately by the users.

Table structures are also not considered and tables are matched based on their textual content. DRIM cannot guarantee that all expected matches are matched.

There can be non visible technical differences in the representation of a text paragraph across different file or documents, where the same or similar paragraph is contained, which can lead to unexpected effects in matching.

DRIM has the approach of tracing text paragraphs independent of their context such as. their position in the document or their chapter, allowing maximum flexibility, but a user must check and confirm the reuse from a historic ROB into a new ROB. It might happen that a ROB match is shown in a different context in the new document version and the historic ROB evaluations might not be as expected.

1.27 Similar to the relocation of active ROBs functionality DRIM allows to compare two documents. DRIM allows to upload a new 'target' document (version) onto an existing 'source' document and to match all automatically segmented ROB candidates, called 'shallow' ROBs, from the 'source' document into the 'target'.

For each shallow ROB from the 'source' document DRIM searches for a matching passage in the 'target' document. Best matching passages are listed, and the user can confirm or discard such matches. Changes in text are displayed and can be managed by the user. DRIM users can systematically analyse changes between two documents or files.

1.28 ROBs together with their user input can be exported into Excel reports.

1.29 DRIM is able to produce Excel exports of comments and deviations in a list of ROBs containing customer communication comments within a project. These C&D Excel exports provide a functionality to re-import end-customer input back into DRIM.

1.30 DRIM does not support any AI model export.

1.31 DRIM offers dashboard functionality to summarize project data (requirements information) in pre-defined formats. Users can not add additional charts. DRIM enables users to adapt existing charts and apply filters on certain properties of requirements specifications.

DRIM automatically creates and updates dashboards for each project based on user activity.

DRIM automatically creates and updates dashboard at client level, summarizing all project statistics in one view. Users need to have a certain permission to view the client-level dashboard.

DRIM does not support navigation to data from statistics plots in the dashboard.

1.32 The operating language of DRIM is English.

1.33 The DRIM GUI (Graphical User Interface) is realized with modern web technologies as a single page application. No user specific software installation is required. The user experience follows the limitations of web-based GUI technologies including regular browser tab reloads. DRIM only supports specific browsers.

1.34 DRIM is purely web based and allows multiple users to collaborate, evaluate, create or edit ROBs on the same file or document simultaneously. In the situation where multiple users are editing the same information the last saved information will be persisted. Potential conflicts need to be mitigated.

To see the results of other users, respective file or documents need to be re-opened in DRIM or the respective browser tab needs to be reloaded. Active synchronization of the display will be introduced subject to the general software further development.

1.35 Deleting a project in DRIM will irrevocably delete the project and all the documents and ROBs inside the project together with their evaluation results.

1.36 Deleting a document in DRIM will irrevocably delete the document and all ROBs inside the document together with their evaluation results.

1.37 Deleting a ROB in DRIM will irrevocably delete the ROB with its evaluation results.

1.38 DRIM allows users to archive projects, instead of deleting, that will retain the document or files and all ROBs inside including the evaluation results.

1.39 DRIM has the ability to connect to the ALM system Polarion to store and synchronize all ROBs including defined custom fields with Polarion. This provides a traceability of the downstream lifecycle management steps related to the ROBs in Polarion to the origin of the ROBs in the documents.

The Polarion system and respective templates have to be configured for the connection between DRIM and Polarion and the DRIM Polarion extensions must be installed.

1.40 The DRIM Polarion integration provides a synchronization of project level, document level and ROB level information. Only subsets of project level, document level and ROB level information are synchronized. The customers have to ensure the compatibility of the DRIM Polarion integration with their processes.

1.41 The DRIM integration with Polarion is constantly quality tested, however due to unique customer environments and due to network effects the synchronization between the two systems can be subject to errors. The users must quality check the completeness of information in their downstream processes in Polarion. DRIM is providing technical means to support this quality check.

1.42 The DRIM and Polarion version compatibilities need to be checked with DRIMCo.

1.43 DRIM Polarion Integration 'Plugin' allows to:

Create, update and delete a project in DRIM and Polarion in one direction. For creation a template in Polarion is mandatory. DRIM can only update the description and the name of a project. A Polarion project has no custom fields. Project custom fields can only be managed in DRIM.

Create, update a folder in DRIM and a Space in Polarion in one direction. Deleting a Folder is only possible manually in both DRIM and Polarion. The update of a folder is defined to the following set of properties: name.

Create, update and delete synchronously a document representation in DRIM and a LiveDoc in Polarion. It is possible to indicate the type of the Polarion LiveDoc. The headings (Chapters) of the DRIM Document are also synchronized to Polarion at the same time. The update of a file or document is defined to the following set of properties: name, status, and user defined custom fields. A heading can be synchronized at the heading level and the title.

Create, update and delete synchronously ROBs into different types of work items in Polarion. The type of the work item can be controlled from template or from DRIM definition of a Project Phase. The update of a ROB/work item is defined to the following set of properties: name, status, and user defined custom fields.

Detect changes of LiveDoc and work items, but not at the project and folder level, and send these changes to DRIM API to ensure the integrity.

1.44 DRIM Polarion Integration 'Plugin' works to:

Only one request can be sent to Polarion from DRIM. DRIM plugin cannot be installed multiple times in the same Polarion instance.

Only the following types of custom fields are supported (across LiveDoc and work items ): String, RichText, Integer, Enum, Multi-Enum, Checkbox and Date. Depending on the workflow, a TOC may not be created based on the DRIM provided headings.

The plugin cannot sync newly in Polarion created LiveDoc and new work items towards DRIM.

It is not allowed to add in Polarion new headings or workitems to a DRIM managed LiveDoc.

1.45 ROB level custom fields that are already implemented can be extended in DRIM within the limitations of usability constraints. In combination with Polarion, the extension of ROB level custom fields has to be established within the constraints of the Polarion system.

1.46 DRIM stores all files or documents related in a 'project folder' for a series of user defined process scenarios to be established and to be accessed by all required users / roles.

1.47 DRIM users are those required to evaluate the documents where each user can collaborate internally and externally within a workflow process that gives users a one-single-source of truth. The workflow gives the ability to see the status of a ROB. The file or document requirements are analysed, and the Requirement Objects (ROBs) are created from the file or document(s).

1.48 The users can assign a status directly to the ROB or assign a new ROB's assignee within the company for internal review. The list of ROBs are displayed in DRIM and the filter functionality is provided to support users in sorting the ROBs status.

1.49 In combination with Polarion all notification workflows and full audit capabilities of Polarion can be used on the information synchronized between DRIM and Polarion.

In DRIM standalone, users can find ROBs assigned to them in a dashboard. Notification workflows and full audit capabilities are not provided.

1.50 In combination with Polarion all data integrity capabilities of Polarion can be used on the information synchronized between DRIM and Polarion.

DRIM standalone does not provide dedicated data integrity management functionalities.

1.51 DRIM with the default installation supports up to 500 users. The typical usage of DRIM foresees minimum AI heavy activities except for the initial uploads of new files or document sets with their subsequent AI analysis and the automated creation of large numbers of ROBs.

If in one default instance setup more than ten concurrent AI processings are initiated at the same time, then this could potentially lead to failures and the related steps would need to be repeated by the user. This limitation can be mitigated with the introduction of respective technical measures.

1.52 The files or documents uploaded to a DRIM project are processed by multiple, partially computation-intensive, DRIM AI analysis processes. The processing speed of the DRIM software depending on hardware and configuration can be estimated to be one page per second.



All files or documents uploaded into DRIM in parallel, also across projects, are processed with the available processing speed of the DRIM software default architecture. Initiating more than one project at a time will lead to longer processing times per project.

1.53 A typical DRIM project consumes an average storage space of 500 MB on each of the two DRIM servers. Specific recommendations and sizing can be supplied. Failure to allocate sufficient storage will cause DRIM to malfunction. DRIM storage has to be monitored and adapted to the storage needs by the customer IT team on a monthly basis.

1.54 Only one productive instance of DRIM for each customer is to be installed. DRIMCo as a standard only provides support for one productive instance per customer.

1.55 Any DRIM updates, minor or major, are to be performed on a non-productive environment with the same software and hardware configuration as the production environment. Once Quality Assurance (QA) and Site Acceptance Testing (SAT) has completed, the process will be cloned and applied to the Production environment. With full customer cooperation a production environment is upgraded within less than 24 business hours.

1.56 DRIM software has no standard internal disaster recovery application enabled. The complete environment is to be controlled and backed-up by the customer IT administration team. The synchronization strategy and process between DRIM and Polarion, if a disaster recovery has been performed, is required to be created by the customer IT administration

1.57 In connection with Polarion, DRIM uses the Polarion user authorization to authorize users.

1.58 DRIM provides a roles concept with roles specific restrictions. Only DRIM project administrators can delete 'projects' that they have created.

If connected with Polarion there are standard roles which are mirrored in DRIM and Polarion. They control the rights on DRIM side and on Polarion side. Users are assigned to roles in Polarion. There are Polarion only Roles and DRIM only roles.

1.59 No user can be deleted within DRIM. Any Polarion user that is deleted will not be deleted in DRIM to maintain the historical comments and input.

1.60 In connection with Polarion, adding a user, who has never logged in to the DRIM application before, to a project in Polarion requires the added user to login to DRIM once to appear in the respective project as an assignable user. If the users are managed in Polarion, then the onboarding process of a user in Polarion must include the "login once" to DRIM" step.

1.61 If a user is first time added to Polarion this user does not have automatic access to existing projects. If the user shall have access to existing projects they must be added explicitly to the existing projects in scope.

1.62 DRIM standalone does not provide a GUI (Graphical User Interface) for the user administration. The users have to be administered by DRIMCo staff until a user administration GUI has been introduced to the DRIM software as part of the further development.

1.63 DRIM is designed and tested to work on Microsoft Edge and Google Chrome versions from 2022. The version compatibilities have to be checked with DRIMCo. Other browsers are not tested and not supported. No browser extensions are tested and are not supported.

1.64 The DRIM software is designed to be operated and controlled by the customer IT in a secure on-premise environment with current industry standard protection mechanisms and no access to and from the internet.

1.65 For user access, it is strongly recommended to use industry standard SSO (Single Sign On) and MFA (Multi Factor Authentication).

## 2. DRIM Start Package

The Start Package will support the successful installation and rollout of DRIM and shall support the full leverage of the DRIM business benefits.

The Start Package contains the following services:

- On Prem Installation support of DRIM
- Standard: AI initialization. The AI will be initialized according to the configuration specifications of the customer.
- Initial key user training of 2,5 hours duration. The training will be prepared to Customer priority use cases and Customer example data (5 hours incl. preparation)
- 15 Hypercare Sessions, 45 mins duration each, spread over the first 12 months with the larger part taking place in the introductory phase. In the Hypercare Sessions DRIMCo personnel will support the Customer key users to set up and adopt the priority DRIM AI value use cases on Customer projects. Both

sides will prepare the Hypercare Sessions to gain maximum benefit. The Hypercare Sessions will at the same time serve as extended training. (45 hours incl. preparations and offline investigations)

- Minor technical support requests beyond 3rd level support, expected mainly due to changes in the Customer IT environments and changes in the Customer Polarion system (24 hours)

### **3. Optional Services for AI pre-training and knowledge import**

In addition to the DRIM Start Package there are optional services which would need to be ordered at DRIMCo according to a time and material on top of DRIM Start Package price. They consist of:

- Optional: AI pretraining on existing customer data;
- Knowledge import of existing customer data
- DRIM Pilot

**Schedule 2: Fees**

The parties agree that the following pricing terms and royalty rates shall be reviewed prior to the end of the third year after the Effective Date and will be subject to a mutually agreed-to changes which shall be memorialized in an amendment to the Agreement.

All payments are stated net to which any applicable VAT or other sales tax shall be added.

Product ID	Proposed Product Name	Provisioning	Licence type	DRIM Users included	Monthly net list price USD	Guaranteed net floor price USD for royalty calculation	Royalty calculation type	Royalty %	Comment	
PLN18 25	Siemens Digital Requirements and Interface Management for 25 Users	Subscription	Named users	25	4763 USD	1750 USD (one thousand seven hundred and fifty)	Royalty percentage as higher from net sales and floor price	45%	Polarion products (list TBD in ALRT) will be mandatory prerequisite	
PLN18 01	Siemens Digital Requirements and Interface Management Additional 1 User	Subscription	Named users	1	191 USD	Order line Quantity 1-99 100-249 250-999 1000+	Floor price for Quantity 70 USD 59 USD 51 USD 36 USD	Royalty percentage as higher from net sales and floor price	45%	PLN1825 is mandatory prerequisite
PLN18 50	Siemens Digital Requirements and Interface Management Start Package		Fixed price	0	48562 USD (forty-eight thousand five hundred and sixty-two)	38850 USD (thirty-eight thousand eight hundred and fifty)	Fixed royalty fee of 38850 USD (thirty-eight thousand eight hundred and fifty)	N/A	Mandatory for first year for PLN1825	

**1. Additional Definitions**

- 1.1 “Net Revenue” means the net amount of revenue recognized from sales of licenses to the Licensed Product or the Integrated Product or the provision of Support Services provided to Customers. Such sales shall include the granting of subscriptions and term licenses. The calculation of Net Revenue will reflect applicable discounts and will exclude amounts invoiced for any other product, shipping, taxes, duties or other amounts.
- 1.2 “List Price” means the total undiscounted list price as identified on the SISW U.S. price list for the applicable subscription based named user product license.
- 1.3 “Floor Price” is the minimum cost to be paid in USD by SISW for the Licensed Product. If Floor price depends on Quantity, then Quantity on single sales order line is used to identify correct Floor Price independently on total quantity of the given Product ID the SISW Customer has already purchased.
- 1.4 Any discounts on the Start Package floor price must be pre-approved by Licensor.



- 1.5 All Licensed Product licenses are subscription named user licenses and can only be used against one unique Licensed Product instance. Named user licenses cannot be used across multiple Licensed Product instances. Named user licenses have a minimum duration of six months and the named users can only be adjusted every three months. All SISW payments for Licensed Product will be paid in USD according to the agreed payment terms, and any applicable VAT, country or local taxes, or other sales tax shall be added.

## 2. License Fees and Maintenance and Support Fees

- 2.1 SISW will pay fees to Licensor for all rights and licenses granted under this Agreement (“License Royalty Fee” and “Start Package”).
- 2.2 Maintenance Royalty Fees are not applicable under this contract as the licensing option will include only subscription.
- 2.3 If the Licensed Product is not sold as part of an Integrated Product but as part of a bundled unit with other SISW products, the royalty fees paid to Licensor will be based on the ratio of the List Price of the Licensed Product as compared to the sum of the List Price of the other products in the bundled unit. SISW will pay the royalty percentage listed in the table but not below the guaranteed floor price. The following example is provided solely for the purpose of illustrating how applicable fees are calculated.

Example: SISW licenses Licensed Product with other products for \$252,000. The List Price of the Licensed Product is \$50,400 and the sum of the List Price of the other SISW products is \$453,600. The royalty owing to Licensor for the bundled software in this example is \$252,000 times 10% (fraction attributable to the Licensed Product as part of the bundle) times the percent of royalty identified in this Schedule2 which is \$25,200, which is higher than the guaranteed floor price of \$19,716.

- 2.4 The Licensed Product and the Integrated Product may be sold to Customers under terms that allow Customer’s Affiliated Companies to use the software and under terms that allow Customers to transfer licenses to their Affiliated Companies or third parties (e.g. as part of a merger, acquisition or corporate re-organization). No such use by Affiliated Companies or transfer shall lead to additional fees being due to Licensor.

## SCHEDULE 3: Maintenance and Support

### 1. DRIMCO General Maintenance Services Terms

All Maintenance Services for the Licensed Product or 'Software' are governed by these General Maintenance Services Terms ("**General Maintenance Terms**"). Licensor may modify all Maintenance Services terms from time to time, provided however that any modifications are effective only upon SISW or SISW Customer renewal of Maintenance Services whether standalone or as part of a Subscription; changes cannot take effect during the then-current period of Maintenance Services without SISW or SISW Customers agreement.

**1.1 STANDARD MAINTENANCE SERVICES.** Maintenance Services consist of (a) Software updates, (b) Error corrections (as defined below), and (c) technical support.

**1.2 ADDITIONAL AND OPTIONAL MAINTENANCE SERVICES.** Additional support levels and services may be available for purchase as specified by Licensor Maintenance Services Terms, including enhanced support levels and optional services such as remote support, agent-based diagnosis service or remote monitoring, onsite service, support for prior versions and extended support hours.

**1.3 MAINTENANCE TERM, RENEWALS.** SISW or SISW Customers may purchase Maintenance Services from Licensor for an initial annual maintenance term or other time period specified in the Order Form, unless Maintenance Services are included in the license fee. Thereafter, purchased Maintenance Services will automatically renew for successive one year terms unless either party terminates by providing written notice at least thirty days prior to the expiration of the then-current term. SISW acknowledges that renewal orders for Maintenance Services shall be deemed accepted by SISW by payment of any invoice issued for Maintenance Services, course of dealing between the parties or receipt of Maintenance Services following the automatic renewal date. If SISW or SISW Customers purchase additional Software licenses, Licensor may adjust the annual maintenance term and pro-rate the annual fees to be coterminous with the existing maintenance term and billing cycle.

**1.4 NEW RELEASES OF SOFTWARE.** New versions of the Licensed Product may be either a point release which generally consists of Error corrections ("**Minor**" or "**Point Release**"), or a major release which is a new version of the Licensed Product 'Software' that contains new or enhanced functionality ("**Major Release**"). As part of Maintenance Services, SISW or SISW Customers will receive new Point Releases and Major Releases periodically scheduled, as released to Licensor's customers in general. This right does not extend to any release, module, option, future product, or any upgrade in functionality or performance of the Licensed Product 'Software' which Licensor develops as a product for a single customer or that Licensor develops and licenses as a separate product. SISW or SISW Customers are responsible for the installation and implementation of any new version and any required data conversion. SISW Customers are responsible for the compatibility and configuration of its own equipment and third-party software with the Licensed Product provided by Licensor, and may purchase additional Maintenance Services packages or separate Professional Services for assistance.

- 1.5 MAINTENANCE OF PRIOR VERSIONS OF THE SOFTWARE.** Upon a Point Release or Major Release, Licensor will maintain the current version and the most current Point Release that relates to the immediately preceding Major Release and all previously released version compatible with supported SISW integrated products, such as Polarion. If an Error has been corrected in an update to the prior Major Release(s), Licensor may require SISW or SISW Customers to upgrade to the Point Release that contains the Error correction rather than providing a separate patch or workaround.
- 1.6 EXTENDED AND END OF LIFE MAINTENANCE SERVICES.** At Licensor's sole discretion, Licensor may substitute products with similar functionality and features for discontinued Software at no additional charge to SISW or SISW Customers, or offer Extended or End-of-Life Maintenance Services for certain Software subject to an additional fee. Extended Maintenance Services support Software is following the expiration of mainstream support. End-of-Life Maintenance Services support Software that is no longer distributed and supported by Licensor generally, and which is not covered by mainstream or Extended Support services.
- 1.7 ERROR CORRECTIONS.** An Error means the failure of the Licensed Product to conform substantially to the Documentation ("**Error**"). SISW or SISW Customers may report any suspected Error to Licensor and will provide Licensor with a detailed written description and documentation of the suspected Error. SISW or SISW Customers will cooperate with Licensor's investigation of the reported Error. If Licensor finds that the Software contains an Error, Licensor will use commercially reasonable efforts to correct the Error through a patch, workaround or via the next Point Release or Major Release of the Software, at the discretion of Licensor.
- 1.8 ONLINE TECHNICAL SUPPORT (STANDARD HOURS OF OPERATION).** Licensor Technical Support is available during normal German business hours (Monday- Friday 09:00 – 17:00 CET), excluding German national holidays. On the Siemens support website, SISW or SISW Customers also may log support requests, report suspected Errors, monitor progress on requests, download fixes and workarounds, exchange information on a community forum, and access release notes and other Software or Hardware information for the Licensed product. If reasonably requested by Licensor, SISW or SISW Customers will allow Licensor to perform Maintenance Services at SISW or SISW Customer's facilities or via remote screen-sharing technology.
- 1.9 TECHNICAL CONTACT.** SISW will designate one or more employees as the technical contacts for Licensed product Maintenance Services. The employee(s) will be trained by Licensor on the Licensed product and/or Hardware, and will serve as the primary contact(s) for requesting and receiving Maintenance Services. Licensor will provide required Documentation for Licensed product to SISW to support it. SISW will serve as First line of Support for SISW Customer communication related to the Licensed product.
- 1.10 LIMITATION OF REMEDIES.** Licensor's exclusive responsibility and SISW'S sole and exclusive remedy for a failure to correct an Error will be that SISW or SISW Customers may terminate Maintenance Services for the Software directly affected by the Error, and receive a pro-rata refund of the fees paid for the remainder of the then-current Maintenance Services term for the Licensed Product.



**1.11 INITIAL AND RENEWAL FEES.** For direct orders by SISW to Licensor, the fees for Maintenance Services will be set forth on the Order Form. SISW or SISW Customers must purchase Maintenance Services for all supported Software used at a single location.

**1.12 THIRD PARTY MATERIALS.** Licensor only certifies that third-party products furnished by Licensor will function in conjunction with the Software or Hardware in accordance with the Documentation. Any other use of third-party products by SISW or SISW Customers, whether as a stand-alone product or with the Software or Hardware, has not been tested and is not certified by Licensor. While Licensor may assist SISW or SISW Customers with the interoperability of third-party products with the Software or Hardware, Licensor has no obligation to support products acquired from a third party. SISW or SISW Customers will ensure that Licensor has the rights to use any third-party products or other third-party intellectual property made available to Licensor by SISW or SISW Customers as necessary for the performance of Maintenance Services.

**1.13 UNSUPPORTED OPERATING ENVIRONMENT.** Maintenance Services apply only to the operation of the Software or Hardware when used according to the Agreement and the applicable Documentation of SISW integrated products, such as Polarion. Licensor is not obligated to provide Maintenance Services for Software run on an unsupported platform or Software or Hardware that have been modified by anyone other than Licensor, Licensor affiliates or Licensor subcontractors at Licensor's express direction. Supported configurations and hardware environments are described in the Documentation or can be found in the Licensor's customer portal.

**1.14 THIRD-PARTY HOSTING PROVIDERS.** If SISW or SISW Customers use an approved third-party to host the Licensed Product, SISW or SISW Customers must demonstrate that any reported Errors are not the result of such third-party hosting (for example, by reproducing the problem on physical hardware).

## **2. DRIMCO General Support Terms**

**2.1 DEFINITIONS.** The following additional definitions apply to these terms:

- (a) "Incident Report" means an SISW or SISW Customer query related to the Licensed Product 'Software'.
- (b) "Targeted Response Time" means the targeted time between the receipt of the Incident Report in accordance with these Licensor's Maintenance Terms and the first communication by Licensor with SISW or SISW Customer.

### **2.2 Standard Support Services.**

- (a) Online Support. SISW may create, manage and review Incident Reports online. Access to the Licensor's technical support website, including the Licensor's Software knowledge base, is available 24 hours per day, 7 days per week ("24/7").

- (b) Technical Support. SISW or SISW Customer will provide Licensor with sufficient information about a suspected Error and the circumstances under which it occurred for Licensor to recreate the problem on Licensor’s systems. Technical support is provided in English; other languages may be available at the sole discretion of Licensor.
  
- (c) Technical Contacts. SISW or SISW Customer will designate a minimum of two (2) SISW or SISW Customer employees, per Licensed Product, as named technical contacts who have received training from Licensor or SISW on the Licensed Product ‘Software’. These designated technical contacts will be the primary contacts at the SISW or SISW Customer’s premises for Maintenance Services. One Customer technical contact must be involved any time that Licensor provides Maintenance Services. Designated technical contacts may be changed upon notice to Licensor.
  
- (d) Access and Data. Licensor may provide Maintenance Services through a secure remote connection to access SISW or SISW Customers computer systems that are running the Licensed Product ‘Software’. The access protocols and passwords will be determined by each party’s technical contacts. SISW or SISW Customers will provide copies of SISW or SISW Customers data as reasonably necessary to provide the Maintenance Services. Licensor is obligated to implement and follow Data Privacy measures defined by SISW, Licensor country, SISW Customer country and any other involved entity defining specific Data Privacy restrictions applicable to data which are subject of the Maintenance Services.

**2.3 PRIORITY AND ESCALATION.**

Licensor will use commercially reasonable efforts to provide Maintenance Services promptly on a first come/first served basis. Incident Reports are escalated to the appropriate resources within Licensor based on severity and complexity. SISW or SISW Customers will classify each Incident Report according to the following priority classes. Unclassified Incident Reports will be considered “General”. Final priority classification will be at the sole discretion of Licensor. Priority classes:

<b>Critical</b>	SISW or SISW Customers Software production installation ceases to function entirely or causes a severe disruption to the SISW or SISW Customer operations. Targeted Response Time for Critical incidents is 8 business hours.
<b>High</b>	This priority will be used for situations where there is a severe functionality loss, but SISW or SISW Customers production system remains operational and processing can continue. Targeted Response Time for High priority incidents is 16 business hours.
<b>Medium/General</b>	A functionality error has occurred but processing can still continue, or a non-business critical function is not performing properly. Target Response Time for Medium/General incidents is 32 business hours.
<b>Low</b>	Request for service or information or a problem of minor impact has been identified. Target Response Time for Low incidents is 72 business hours.





**Schedule 1: Data Privacy Addendum**

**RESERVED**



**Schedule 5: Additional Licensor Obligations**

**RESERVED**



**Schedule 6:**

**Third Party and OSS listing to be provided pursuant to Section 2.3 of the Agreement.**

**Schedule 7: IT Security Provisions**

**RESERVED**



**Schedule 8: Notices**

If to Licensor:

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