

POLARION CLOUD SERVICES AGREEMENT

All the terms and conditions of this Polarion Cloud Services agreement ("Agreement") shall apply between the customer that has signified its acceptance of the terms and conditions of this Agreement ("Customer") and Polarion AG or its designated affiliate identified in the LSDA (as defined below) which refers to this Agreement ("Polarion"). Please read the following Agreement carefully. BY ACCESSING OR USING THE POLARION CLOUD SERVICES, CUSTOMER, CUSTOMER'S EMPLOYEES, AGENTS, AND CONTRACTORS, AND ANY OTHER ENTITY ON WHOSE BEHALF CUSTOMER ACCEPTS THESE TERMS, ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD AND AGREED TO BE BOUND BY THE TERMS OF THIS POLARION CLOUD SERVICES AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR USE POLARION CLOUD SERVICES.

1. PURPOSE

The purpose of this Agreement is to define the terms under which Polarion will provide Customer with cloud services (the "Cloud Services"), being either

- hosting services, defined as: Internet access to virtual machine Server(s) in Cloud Services center(s) in order to install, configure, and operate Polarion software separately licensed to Customer by Polarion, and other Polarion related software separately licensed by Customer as may be required and identified within this Agreement; or
- software-as-a-service ("SaaS"), defined as: internet access to and use of virtual machine Server(s) in Cloud Services center(s), including the use of any Polarion software and/or Polarion related software which may have been installed and configured on this Server by Polarion, as agreed between the parties.

2. DEFINITIONS

- a) "Authorized Agent" means Customer's consultants, agents, contractors and suppliers who require access to the Cloud Services and/or Documentation as part of their support of Customer's internal business, provided that the Customer ensures that all access to the Cloud Services by its Authorized Agents is limited to their support of Customer's internal business.
- b) "Authorized User" means (i) Customer's employees and (ii) Authorized Agents, provided the Authorized Agents respect the proprietary nature of the Cloud Services and Documentation in accordance with the confidentiality provisions of this Agreement.
- c) "Customer" means the company or organization who orders Cloud Services and has control rights and obligations for the Cloud Services.
- d) "Customer Data" means all supporting data files and data structures provided by the Customer for use with Cloud Services.
- e) "Cloud Services" means the Server space and related software services provided to the Customer.
- f) "Documentation" means the explanatory printed or electronic materials provided by Polarion with respect to the Cloud Services, including, but not limited to, license specifications, instructions for the use of the Cloud Services and technical specifications.
- g) "Provider" means a third party that provides technology or services to Polarion to facilitate Polarion's offering of the Cloud Services to Customer.

- h) "Server" means the serving computers, hardware and operating system, and software necessary to operate and support the Polarion software in accordance with this Agreement.

3. ORDERS

An order for Cloud Services shall be set forth in a Licensed Software Designation Agreement, or a similar services ordering document in a format that is designated by Polarion (each an "LSDA"). Each LSDA must incorporate the terms of this Agreement by reference. An individual LSDA may contain terms that are additional to those contained in this Agreement and are specific to the particular Cloud Services offered therein.

4. EFFECTIVENESS, TERM AND RENEWAL

This Agreement shall enter into effect as from the execution of an LSDA containing an order for Cloud Services and remain in effect until all Cloud Services provided hereunder are terminated, expired or canceled as allowed by the terms and conditions as contained herein.

5. CUSTOMER USE RESPONSIBILITIES

- a. Customer's access to and use of Cloud Services is limited to licensed use of Polarion software, related applications, and Authorized Users of Polarion software.
- b. Customer is expressly prohibited from using the Cloud Services for other purposes than accessing and using Polarion ALM software, and shall not use Cloud Services to, amongst others, relay e-mails, deliver unsolicited e-mail (spamming), spread viruses, violate the security of any computer (or) network, crack passwords or security encryption codes, or transfer or serve any illegal material(s).
- c. Customer may not resell, lease, or assign any of Cloud Services to another party.
- d. Customer and all Authorized Users accessing or using Cloud Services shall abide by all of the rules, regulations and policies of Cloud Services that are communicated to Customer by Polarion in writing. Customer agrees to indemnify and hold Polarion harmless from any claims resulting from the Customer's use of the service that damages either the Customer or another party or parties, except to the extent that any such claims are related to or otherwise arising out of the acts of Polarion or Polarion contractors or other clients.

6. POLARION RESPONSIBILITIES FOR POLARION APPLICATION AND CUSTOMER DATA

- a. Polarion will allow access to the Cloud Services through a proprietary Polarion User Interface via internet connection. Polarion will fully operate and support the virtual Server computing environment on behalf of the Customer for the sole purpose of either, (1) in the case of hosting services, operating the Customer's Polarion licensed software or, (2) in the case of SaaS, granting the Customer access to and use of Polarion software as mutually agreed between the parties, in a manner acceptable in the industry and governed by the Service Level Agreement attached as an Appendix I to this Agreement.
- b. Polarion will provide services such as Server monitoring and Server Operating System maintenance, as well as specific details regarding such maintenance services (including, but not limited to, frequency of backup description of backup approach and frequency and disaster recovery approach). Polarion will provide Server maintenance services of: updates, data backup, and disaster recovery. Customer Data is redundantly stored on multiple locations across multiple facilities to ensure 99.999% durability and 95% availability over a given year.
- c. Cloud Services provides verification of Customer Data integrity when storing or retrieving data. If corruption is detected, reasonable efforts are made to repair it using redundant data.
- d. Polarion will provide mission critical level Server Monitoring services of: CPU utilization, data transfer, disk usage, activity, and data aggregation.
- e. Polarion will configure the Server(s) for Customer use of the Polarion software, security and maintenance. Customer will load the Customer Data onto the Polarion configured Server so as to create a fully functional Polarion configuration. Customer is at all times responsible for all Customer Data and Customer's Authorized User(s). Polarion is not responsible for system administration or IT management of computing resources external to Polarion Cloud Services center.

- f. Polarion will use commercially reasonable efforts to ensure uninterrupted connection of the Server to the Internet and Server operation, 24-hour-a-day, 7-day-a-week basis, with the exception of scheduled maintenance downtime and any interruption beyond our control caused by, for example, acts of nature, third-party equipment or transmission failures, or security breaches. Polarion will provide minimum 48 hours prior notice of the maintenance downtime (except in the case of an emergency, in which case Polarion will provide as much advance notice as possible).
- g. All services provided by Polarion under this Agreement extend to the Customer and Customer's Authorized Users, and do not extend to any other person, corporation or entity; regardless of their relationship with Customer and under no circumstances will Polarion be obliged to support third parties.
- h. Polarion shall provide reports to Customer upon request relating to (A) actual performance versus service levels as agreed upon by Polarion and Customer; (B) current and six-month, rolling technical requirements for optimizing access to and functionality relating to Cloud Services involving hosting of Customer's licensed Polarion ALM software; and (D) current processes and six-month, rolling projections for changes to the processes for handling change requests by Customer and changes to Cloud Services.
- i. Polarion may deem necessary to perform updates to configuration, server software/server hardware to enhance security and stability. You agree upon request from Polarion to allow downtime and permission to make the changes.

7. CUSTOMER'S RESPONSIBILITIES FOR APPLICATIONS AND DATA

- a. The Customer must at all times during the life of this Agreement have a fully paid and valid annual subscription of Polarion Cloud Services for the Authorized Users accessing the Cloud Services.
- b. The customer is responsible for providing Polarion with a reliable 24-hour contact to notify in the event of failure or downtime for maintenance. Customer is responsible for and must provide telephone, computer, hardware and software equipment and services necessary to access Polarion and Cloud Services.
- c. Customer is responsible to load Customer Data onto the Polarion configured Server so as to create a fully functional Polarion configuration. At Customer's request, Polarion may be contracted under separate agreement to load and download Customer Data, See Appendix III.

8. PAYMENT AND CHARGES

- a. Cloud Services fees are billed and paid annually thirty (30) days in advance of account set-up and first time access, or anniversary renewal.
- b. Cloud Services are subject to suspension for any account thirty (30) or more days past due and become subject to a re-activation fee. Polarion may impose a late charge on invoiced amounts over 30 days outstanding equal to 1.5% per month of the unpaid until the entire balance is paid in full.
- c. Polarion agrees to notify Customer at least ninety (90) days in advance of any price increase which affects any services provided to Customer under this Agreement. Subject to the advance notice provision, such price increase shall be effective the next anniversary renewal date.
- d. In the event Customer cancels their service, per Section 11, Customer will be charged in full for the entire duration of the contract.
- e. In the event of termination of this Agreement because of a breach caused by Customer, Customer will be charged in full for the entire duration of your contract.
- f. All fees are exclusive of any and all federal, state, and local sales, use, value added, excise, duty and any other taxes assessed with respect to the services provided under this Agreement. Customer agrees to pay (and to reimburse Polarion on request if Polarion is required to pay any applicable taxes, assessments and duties including, but not limited to, all national, foreign, state, local, regional, provincial or municipal sales and/or use taxes, value added taxes, goods and services taxes, consumption taxes, personal property taxes, ad valorem taxes, custom duties, import fees, stamp duty, intangibles tax, registration fees or other fee or charge of any kind or nature that is levied or imposed by any governmental authority on Customer's use of the Cloud Services, or its receipt of any other services, but not including

taxes based on the net income of Polarion. If Customer is exempt from value-added or sales tax, uses the product or services provided herein in an exempt manner, or otherwise deems itself not subject to value-added or sales tax, then Customer must provide a valid and executed exemption certificate, direct pay permit, or other such government approved documentation in good faith to Polarion. If Customer is required by law to make any income tax deduction or to withhold income tax from any sum payable directly to Polarion hereunder, Customer shall promptly effect payment thereof to the applicable tax authorities, and shall also promptly provide Polarion with official tax receipts or other evidence issued by the applicable tax authorities sufficient to establish that the income taxes have been paid and to enable Polarion to support a claim for tax credit relief for such income tax payments made on its behalf by Customer.

9. LIMITATION OF LIABILITY

- a. POLARION EXERCISES NO CONTROL WHATSOEVER OVER THE CONTENT OF THE INFORMATION PASSING THROUGH POLARION CLOUD SERVICES. POLARION MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, FOR THE SERVICE(S) IT IS PROVIDING. POLARION ALSO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. POLARION WILL NOT BE RESPONSIBLE FOR ANY DAMAGE YOU SUFFER. THIS INCLUDES THE LOSS OF DATA FOR ANY REASON SUCH AS BUT NOT LIMITED TO: DELAYS, NON-DELIVERIES, MISS-DELIVERIES, OR SERVICE INTERRUPTIONS, EXCEPT IF CAUSED BY GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF POLARION
- b. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL DAMAGES EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- c. Polarion's entire liability for all claims or damages arising out of or related to this Agreement, regardless of the form of action, whether in contract, tort or otherwise, will be limited to and will not exceed, in the aggregate the amount paid to Polarion under this Agreement for the specific Cloud Services that caused the damage or that is the subject matter of the claim.
- d. No action, regardless of form, arising out of this or any other Polarion Agreement or the transactions contemplated herein or therein, may be brought by Customer more than two (2) years after the cause of action has occurred.
- e. Customer shall indemnify, defend and hold harmless Polarion, its directors, employees and agents from any action brought against them by any third-party in connection with this Agreement, or any other Agreement between Customer and a third-party from any claims resulting from the use of the service by you or any of your customers or others throughout your chain of distribution, including end-users.
- f. Customer shall pay all damages and reasonable attorney fees arising as a result of Customer's breach of any obligations or misuse of any rights granted herein.

10. COMPLIANCE WITH LAWS

- a. Polarion's obligation to fulfill its commitments under this Agreement is subject to the proviso that it is not prevented by any impediments arising from national or international foreign trade or customs requirements, including embargoes or other sanctions. Customer agrees to comply fully with all applicable national and international export and re-export control regulations including, but not limited to, those of the Federal Republic of Germany, of the European Union, of the United States of America and regulations of any other country or jurisdiction which may apply (the "Export Laws"). In particular, but not in limitation of the foregoing, Customer must assure that any access to or use of the Cloud Services is not: (i) accessed, used, exported, re-exported (including any "deemed export"), or transferred, directly or indirectly, contrary to any applicable economic sanction or Export Law, or (ii) accessed or used for any purpose prohibited by the Export Laws or (iii) accessed or used by persons/entities otherwise ineligible to access or use the Cloud Services. Polarion reserves the right to conduct the necessary Export Law checks and, upon request, the Customer shall promptly provide Polarion with the necessary information to fulfill its legal obligations. Customer shall indemnify and hold harmless Polarion from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Customer, and Customer shall compensate Polarion for all losses and expenses resulting therefrom. This Section will survive the expiration or termination of this Agreement for any reason.
- b. As a standard, all Cloud Services instances will be deployed in the USA. Subject to availability and a possible fee increase, Customer can request to deploy their instance in a particular region to conform to Customer's security or local law requirements.

- c. Cloud Services may only be used for lawful purposes. Transmission of any material in violation of United States of America or other governmental regulation is prohibited.
- d. You represent and warrant that you have full authority and right to enter into this Agreement and that there are no conflicting claims relating to the rights granted by this Agreement.

11. TERMINATION

- a. In the event of a breach by Customer of its obligations under this Agreement, Polarion agrees to give Customer written notice of such breach and, if not remedied within thirty (30) days, Polarion shall have the right to immediately suspend or terminate this Agreement. Polarion shall in any case have the right to immediately suspend or terminate this Agreement: in case Customer has not fully paid its fees for the Cloud Services when due.
- b. Except as may be prohibited by applicable bankruptcy and insolvency law, in the event of either party's insolvency or inability to pay debts as they become due, voluntary or involuntary bankruptcy proceedings by or against a party hereto, or appointment of a receiver or assignee for the benefit of creditors, the other party may terminate this Agreement by written notice.
- c. Polarion shall have the right to terminate this Agreement for any reason, by providing the Customer with written notice ninety (90) days in advance with written notice sent to Customer per Section 18 of this Agreement.
- d. Customer shall have the right to terminate this Agreement for any reason, by providing Polarion with written notice ninety (90) days in advance with written notice sent to Polarion per Section 18 of this Agreement.
- e. In the event that Polarion suspends or terminates Customer service, Polarion will notify the emergency contact supplied by the Customer and the contacts listed in the notice provision below, prior to the actual event.

12. DATA PRESERVATION IN THE EVENT OF SUSPENSION OR TERMINATION

- a. In the event of a termination by Polarion of Customer's access to Cloud Services, during the period of notice of termination (i) Polarion will not take any action to erase any Customer Data stored on Cloud Services and (ii) applicable Cloud Services fees will continue to accrue.
- b. In the event of termination or expiration of this Agreement for any reason, (i) Polarion will not take any action to intentionally erase any Customer Data stored on Cloud Services for a period of thirty (30) days after the effective date of termination. Within this 30-day period, Customer may submit to Polarion a written request that Customer Data be made available for download by Customer. After the 30-day period has passed, Polarion shall have no obligation to maintain Customer Data or provide any access to Customer, and Polarion will thereafter delete or destroy all Customer Data stored on the Server, unless prohibited by applicable law or governmental order. Any additional services requested by Customer from Polarion to facilitate Customer's post-termination transition will be at Polarion's then-current professional services rates and will require a written statement of work agreed between the parties.

13. PROVIDERS TERMS FLOWDOWN

Customer acknowledges that Polarion may use one or more Providers to provide any portion of the Server and that Polarion's use of such Providers is integral to Polarion's ability to provide the Cloud Services to Customer. Such Providers may impose additional terms upon Customer's use of the Cloud Services, and Customer agrees to abide by such terms. In addition, should a Provider introduce any new or modified terms related to Customer's use of the Cloud Services, Customer will use its best efforts to comply with any such new or modified terms.

14. CLOUD SERVICES TRIALS

- a. If Polarion agrees to provide Customer access to Cloud Services on a trial or evaluation basis, the following provisions shall apply to such trial or evaluation use of the Cloud Services. With respect to such trial or evaluation use of Cloud Services, where the provisions of this Section 14 conflict with any other provision of this Agreement, the provisions of this Section 14 shall prevail.
- b. Rights Granted. Polarion grants to Customer a nonexclusive, nontransferable, limited right to access and use the Cloud Services, in a test environment solely for trial purposes. The Cloud Services shall not be used for commercial, professional or productive purposes, for commercial training or any other for-profit purposes, including analysis and benchmarking. If during the term of any such trial, Polarion updates the service offering, the updated Cloud Services will

remain subject to the terms and conditions of this Section 14. Customer is not authorized to, and agrees not to, (i) permit use of, or disclose information regarding, the Cloud Services to any person other than Customer's employees who have a need to know to perform the trial; or (ii) decompile, disassemble or reverse engineer any element of the Cloud Services. Polarion reserves all rights in the Cloud Services not explicitly granted herein.

- c. Disclaimer of Warranties. Trials of a Cloud Services are provided to Customer on an "as-is" basis, and irrespective of any provisions to the contrary in this Agreement, including the Service Level Agreement, trial usage shall not include any Polarion support or service level commitments. Customer acknowledges and agrees that the input of data and the accuracy and adequacy thereof, including the output generated as a result of such input, is under Customer's exclusive control. In no event will Polarion and/or its third party suppliers be liable to Customer for any claims or damages whatsoever arising out of or related to Customer's trial use of Cloud Services, regardless of the form of action, whether in contract, tort or otherwise.
- d. Term and Termination. Trial rights will extend for a limited, finite period of time specified by Polarion. Any trial rights will terminate effective immediately if Customer fail to comply with any of the terms and conditions contained herein. Updates to Cloud Services will not, by implication, extend the term of the trial beyond the term specified for such trial Cloud Services. Customer acknowledges that Polarion is under no obligation to save or provide Customer a copy of any data stored in the System upon expiration or termination of any trial rights to a Cloud Services.

15. CONFIDENTIALITY

- a. Polarion Confidential Information. During the term of this Agreement and thereafter, Customer shall: (i) treat as confidential all Polarion Confidential Information (as defined below); (ii) not use such Polarion Confidential Information except as expressly set forth herein; (iii) implement reasonable procedures to prohibit the unauthorized use, disclosure, duplication, misuse or removal of Polarion Confidential Information; and, (iv) not disclose the Polarion Confidential Information to any third party other than Authorized Users. Furthermore, Customer shall not copy Polarion Confidential Information without Polarion's prior written consent. If Customer breaches any of its obligations with respect to confidentiality or unauthorized use or disclosure of Polarion Confidential Information hereunder, Polarion shall be entitled to obtain equitable and injunctive relief in addition to all other remedies that may be available to protect Polarion's interests. For purposes of this Agreement, "Polarion Confidential Information" means any and all information and materials disclosed by Polarion to Customer, including, but not limited to, information regarding Polarion's business strategies and practices, methodologies, trade secrets, know-how, pricing, technology, software, the Cloud Services and Documentation, product plans, services, client lists and information regarding Polarion's employees, clients, vendors, consultants and affiliates. If Customer conducts benchmarks or other tests concerning the Cloud Services, including any content or functionality of our third party licensors, or hardware, then the results shall constitute Polarion Confidential Information and shall not be published or otherwise revealed to any third party.
- b. Customer Confidential Information. For purposes of this Agreement, "Customer Confidential Information" means any information shared by Customer with Polarion under this Agreement concerning Customer's business that has not been made public, provided that such information has been marked or otherwise identified as confidential at the time of disclosure or consists of information that, by its context, is sufficient to put Polarion on notice of its confidential nature. Polarion will prevent the disclosure and protect the confidentiality of Customer Confidential Information by using the same means it uses to protect its own confidential information, but in any event not less than reasonable means. Customer's Confidential Information will not be disclosed by Polarion to any third party, other than to its employees, its affiliated companies, its consultants, agents, and contractors, without the prior written consent of Customer.
- c. Exclusions. Polarion Confidential Information and Customer's Confidential Information are collectively referred to herein as the "Confidential Information". The confidentiality obligations of this Section 15 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 party who receives the Confidential Information ("Recipient") in violation of this Agreement; (ii) becomes available to the Recipient from a source other than the party who discloses the Confidential Information ("Discloser"), provided that the Recipient has no reason to believe that such source is itself bound by a confidentiality or nondisclosure agreement with the Discloser or is otherwise prohibited from disclosing such Confidential Information by a legal, contractual or fiduciary obligation; (iii) was in the Recipient's possession prior to receipt from the Discloser without a corresponding obligation

of confidentiality; (iv) is independently developed by the Recipient without the use of, or reference to, the Discloser's Confidential Information; or (v) is required to be disclosed by the Recipient by a governmental agency or law, so long as the Recipient promptly provides the Discloser with written notice of the required disclosure, to the extent such notice is permitted by law, and coordinates with Discloser in an effort to limit the nature and scope of such required disclosure.

- d. Survival of Confidentiality Obligations. This Section 15 will survive the expiration or termination of this Agreement for any reason.

16. SECURITY

Customer understands that all data transferred over the Internet shall be considered publicly accessible. Important and private information should be protected by Customer. For example, Polarion is not liable for protection or privacy of electronic mail or other information transferred through the Internet or any other network provider that you may use. Customer acknowledges and bears sole responsibility for adequate security, protection and backup of Customer Data.

Polarion encourages Customer, where available and appropriate, to (a) use VPN and encryption technology to protect Customer Data from unauthorized access, and (b) routinely archive Customer Data. Polarion has no liability to Customer for any unauthorized access or use, corruption, deletion, destruction or loss of any of Customer Data. Customer is responsible for taking the security precautions and measures deemed necessary.

17. GOVERNING LAW

- a. This Agreement is made and shall be construed in accordance with the substantive and procedural laws of the State of California and the United States of America (to the extent they might apply). Without limiting the generality of the foregoing, the Parties specifically exclude any and all provisions of the U.N. Convention on Contracts for the International Sale of Goods from the substantive and procedural law concerning any proceeding between them. Venue for any proceeding brought in connection with this Agreement shall lie in the State or Federal Courts of San Francisco County, California.
- b. This Agreement constitutes the entire agreement between the Parties, and supersedes all prior representations and agreements, and can be modified only by a written Notice signed by officers of Polarion.
- c. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

18. NOTICES

- a. Except as otherwise set forth herein, notices made by Polarion under this Agreement that affect Customers will be provided to Customer via the email address provided with the Cloud Services order.
- b. All communications and notices to be made or given pursuant to this Agreement shall be in the English language.

Appendix I: Service Level Agreement

Technical support services for Cloud Services are provided with your annual subscription, 24 hours per day, 7 days a week, 365 days per year with 99.999% durability and 95% availability over a given year, in accordance with either the Silver tier or Gold tier maintenance level provided for Polarion software as specified in the applicable LSDA for the Cloud Services order. These maintenance levels are described in the Polarion Software Product Specific Terms, which can be found at:

http://www.plm.automation.siemens.com/en_us/products/eula/online-terms-polarion.shtml

Appendix II:

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Appendix III: Optional Cloud Services

The following services are not included in Polarion's standard Cloud Services offerings, but are available for separate purchase from Polarion at additional cost:

Customer Data Load/Import/Export:

As part of the Polarion Rollout package purchased by Customer under separate agreement, Customer is trained to load, import, and export Customer Data with the Polarion Cloud Services Server(s). Technical Support is also provided to assist Customer to load, import, or export Customer Data with the Polarion Cloud Services Server(s). If Customer wishes Polarion to load, import, or export Customer Data as a separate and billable service performed by Polarion Professional Services, a separate Polarion Professional Services Agreements and Statement of Work must be executed in advance.

VPN Service:

Enables Customer to connect their existing infrastructure to Cloud Services via a Virtual Private Network (VPN) connection. Customer is responsible for provision and support of their VPN clients, VPN compatible router or VPN device at their location(s) connected to the internet.

Clustering:

Enables Customer to utilize multiple server instances for increased performance and scalability. If Customer wishes Polarion to set up Cloud based Clustering as a separate and billable service performed by Polarion Professional Services, a separate Polarion Professional Services Agreement and Statement of Work must be executed in advance.

Location of hosting services and data storage:

As a standard, all Cloud Services instances will be deployed in the USA. Subject to availability and a possible fee increase, Customer can request to deploy their instance in a particular region to comply with local law requirements (e.g. a country located under the authority of the European Union). Upon request customer will be provided with a list then-available location options and the applicable fee increase associated with those options.