

*Please e-mail completed and signed document showing acceptance to  
bobharris@siemens.com*

## **TERMS AND CONDITIONS OF CODE CONVERSION SERVICES**

Siemens code conversion services (the “Services”) and all converted PLC code and any related data, information and/or files generated as a result of the Services (collectively, the “Output”) are provided to your company (“Company”) free of charge. They are intended to provide Company and its end customer (if applicable), as potential users of Siemens’ SIMATIC products and software, with general advice as to how certain tasks can be accomplished through the use of certain programming techniques. The Services and the Output are not intended to address all aspects of the associated system, equipment or components or the related Siemens products and software, nor are they intended to replace or serve as a substitute for sound engineering and programming advice. Should further assistance be desired, or should particular problems arise, please contact us and we will recommend a Certified Siemens Solution Partner to assist.

The Services and Output may only be used as permitted by law, including applicable export and re-export control laws and regulations. Siemens may suspend or stop providing the Services and/or Output if Company and/or its end customer (if applicable) does not comply with Siemens’ terms or policies or if Siemens is investigating suspected misconduct.

Siemens’ Privacy Policy at the hyperlink below explains Siemens privacy practices regarding the use and disclosure of personal data Company submits in connection with the Services.

Any completion date provided by Siemens is an estimate only. Siemens shall not be responsible for the consequences of any delay in completing the Services or providing the Output.

Siemens grants to Company a nontransferable, non-assignable limited license to access and use the Output to enable Company to program Company’s equipment and components or, if applicable, its end customer’s equipment and components, to operate with Siemens SIMATIC products and software. Such license is granted to Company solely for Company’s internal use. Any attempted sublicense, assignment or other transfer of the code, or copying, reverse engineering, modifying adapting, translating or preparing derivative works is not permitted. Company agrees to protect the converted code and all related information and documentation provided to Company as Siemens’ confidential information.

Notwithstanding the foregoing, if Company is utilizing the Services for the benefit of a third party (such as Company’s end customer), Siemens grants to Company a nontransferable, non-assignable right to transfer and sublicense the Output to its end customer solely for the end customer’s internal use to enable the end customer’s equipment and components to operate with Siemens SIMATIC products and software.

By requesting the Services, Company confirms that it has all of the rights, permits, licenses and authority necessary to provide all relevant information and code to Siemens required for the provision of the Services. Company agrees to indemnify, defend and hold harmless Siemens, its affiliates, and their directors, officers, employees, agents, representatives and assigns from and against all claims, suits, causes of action, losses, liabilities, liens, damages, assessments, costs, expenses, demands, complaints or actions (including but not limited to reasonable attorneys’ fees and court costs) arising from the Services and use of the Output, including but not limited to those related (i) death, personal injury, or property damage and (ii) misappropriation of any third party’s intellectual property rights.

Unrestricted

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IF COMPANY IS UTILIZING THE SERVICES FOR THE BENEFIT OF A THIRD PARTY (SUCH AS COMPANY'S END CUSTOMER), COMPANY AGREES TO INCLUDE PROVISIONS SUBSTANTIALLY SIMILAR TO THOSE APPEARING ABOVE INTO ANY AGREEMENT BETWEEN CUSTOMER AND THAT THIRD PARTY THAT COVERS THE USE OF THE OUTPUT PROVIDED AS A RESULT OF THE SERVICES. TO THE EXTENT THAT COMPANY FAILS TO DO SO, IT WILL INDEMNIFY, DEFEND AND HOLD HARMLESS SIEMENS, ITS AFFILIATES, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND ASSIGNS FROM AND AGAINST ALL CLAIMS, SUITS, CAUSES OF ACTION, LOSSES, LIABILITIES, LIENS, DAMAGES, ASSESSMENTS, COSTS, EXPENSES, DEMANDS, COMPLAINTS OR ACTIONS (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND COURT COSTS) ARISING THEREFROM.

**By signing below and utilizing the Services and Output, you are confirming that you (1) have read and understand the Terms and Conditions above, (2) have the authority to bind the Company to such Terms and Conditions and (3) agree that such Terms and Conditions apply to the Services and Output provided to Company.**

Unrestricted

**End Customer (Owner of Original Rockwell Code - Required):**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

**Solution Partner or Integrator (If one is involved in using the converted code or providing it to the End Customer):**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

**Siemens Channel Partner (If one is involved in using the converted code or providing it to the End Customer):**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_