



PSS®SINCAL Evaluation Agreement

Your Company (hereinafter Recipient), wishes to receive an evaluation copy of Siemens Industry, Inc., Siemens Power Technologies International (hereinafter Siemens PTI) program in order to evaluate the Program's suitability for its purposes.

This agreement covers the following Siemens PTI Software:

PSS®SINCAL

and all manuals, documentation, and specifications ('Information') provided by Siemens PTI to Recipient (collectively Information and Software shall be referred to as 'Program(s)'). In consideration for Siemens PTI providing the Program(s) to Recipient, Recipient agrees to the following conditions regarding delivery, receipt, and use:

- a) Recipient hereby acknowledges that the Program(s) are valuable proprietary trade secrets of Siemens PTI. The Program(s) may not be disassembled, decompiled, reverse engineered or otherwise translated for any purpose. No additions, modifications or derivative works of the Program(s) is authorized. However, any unauthorized additions, modifications or derivative works of the Program(s) created shall become part of the Program(s) and all rights to and ownership of shall remain with Siemens PTI.
- b) Siemens PTI will supply the Recipient with the Program(s) and documentation, via download.
- c) Recipient will use the Program(s) solely for the purpose of evaluating their suitability for Recipient's engineering purposes related to systems owned by Recipient, and will not use it for the benefit of any third party or entity outside Recipient's organization.
- d) Recipient may copy the Program's executable codes and the associated sample data files provided by Siemens PTI into the working memory or disk memory of a single personal computer, or equivalent, for the purpose of executing it therein.
- e) Except as provided in item d), Recipient will not copy any part of Program(s), or their documentation, by any means into any medium.
- f) Recipient will not disclose any part of the Program(s) or their documentation to any party except those of Recipient's regular and direct full-time employees who will require such information in working on the evaluation of the Program(s). Recipient shall take appropriate precautions with its employees to protect the secrecy of the Program(s) and Information and to carry out its obligations under this Agreement. Recipient agrees that the Program(s) will not be used in any manner prohibited by the United States Export Administration Act.
- g) At the conclusion of the evaluation period or when instructed to do so by Siemens PTI, Recipient will erase or otherwise destroy all copies of the Program(s) made by Recipient. Recipient shall obtain no right of any kind in the Program(s) and Information other than the right to use the information for the specific purpose aforesaid, and all rights to and ownership of the Program(s) and Information remains the property of Siemens PTI.
- h) The Program(s) provided to Recipient under this Evaluation Agreement are without any warranty whatsoever. All warranties, express or implied, including without limitation all implied warranties of merchantability and fitness for a particular purpose are hereby disclaimed. Siemens PTI shall not be liable under any theory, including, without

limitation, contract, negligence, or misrepresentation, for any defect in, or breach of, any obligation relating to the quality or performance of the Program(s).

- i) Recipient may purchase a license for the use of the Program(s), under Siemens PTI's currently applicable terms and conditions, at any time. Upon execution of Siemens PTI's license agreements by Recipient and issuance of Recipient's order for any license, the material delivered to Recipient under this Evaluation Agreement shall be covered by and subject to the terms of the License Agreement and this Evaluation Agreement shall be terminated.
- j) If Recipient does not purchase a License for any Program, this Evaluation Agreement shall terminate upon conclusion of the evaluation in accordance with item g), except that the nondisclosure provision, f), of this Evaluation Agreement shall remain in force permanently.
- k) If Recipient breaches any of its obligations with respect to the limited use of the Program(s) or confidentiality, Siemens PTI shall be entitled to equitable relief to protect its interest, including injunctive relief as well as money damages.
- l) This Evaluation Agreement shall be governed by the laws in force in the State of New York, United States of America.