

PSS@MUST Evaluation Agreement

Please Read this Document Carefully. You have agreed to the terms of this Agreement before Downloading the Software from the Internet.

Your company (hereinafter Recipient) wishes to receive an evaluation copy of Siemens Industry, Inc., Siemens Power Technologies International (hereinafter named Siemens PTI) program in order to evaluate the program's suitability for its purposes. This agreement covers the PSS@MUST program 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 provide instructions on how to download PSS@MUST evaluation program, documentation and sample files from the Siemens Industry, Inc., Siemens Power Technologies International web site.

(c) Recipient will use PSS@MUST solely for the purpose of evaluating its suitability for Recipient's engineering purposes and will not use it for the benefit of any third party.

(d) Recipient will not disclose any part of PSS@MUST or its 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 PSS@MUST. Recipient shall take appropriate precautions with its employees to protect the secrecy of the Programs and Information and to carry out its obligations under this Agreement.

(e) At the conclusion of the evaluation period, or when instructed to do so by Siemens Industry, Inc., Siemens Power Technologies International, Recipient will erase or otherwise destroy all copies of PSS@MUST made by Recipient. Recipient shall obtain no right of any kind in the Programs and Information, other than the right to use the information for the specific purpose aforesaid. All Programs and Information remains the property of Siemens Industry, Inc., Siemens Power Technologies International.

(f) The PSS@MUST Program provided to Recipient under this Letter Agreement is without any warranty whatsoever.

(g) Recipient may purchase a license for the use of PSS@MUST, under Siemens Industry, Inc., Siemens Power Technologies International's currently applicable terms and conditions, at any time. Upon execution of Siemens PTI's PSS@MUST license agreement by Recipient and issuance of Recipient's order for the PSS@MUST license, the material delivered to Recipient

under this Letter Agreement shall be covered by and subject to the terms of the PSS®MUST License Agreement and this Letter Agreement shall be terminated.

(h) If Recipient does not purchase a License for PSS®MUST, this Letter Agreement shall terminate upon destruction of all PSS®MUST materials in accordance with item g), except that the nondisclosure provision, d), of this Letter Agreement shall remain in force permanently.