

SIEMENS



Supplementary License Agreement for the Permission to Use SIMARIS design professional for Research, Development and Educational Institutions

– Preamble:

This Siemens license agreement for pupils, students and teachers (this "license agreement") constitutes a legally valid contract between you and Siemens AG. You must keep this license agreement in order to prove that you were granted licensing rights by Siemens AG. By using the software product licensed in accordance with this license agreement you declare your commitment to the stipulations contained in this license agreement. If you are not in agreement with the stipulations of this license agreement, you may not use the hardware and software. In the context of this license agreement, the term "software" refers to the product with the following order number (MLFB):

Product Order Number (MLFB): 2GP1801-0GA20-0YH2

1. Granting of license

This license agreement shall grant you the right, as explained below, to use the software for educational purposes. You can install and use a copy of the software on all school computers of a classroom. Passing on, hiring out, leasing or loaning of the software shall not be permitted.

2. Use of the software shall only be admissible within the context of training and advanced training at schools, adult education colleges, state-approved educational establishments as well as within the context of research and teaching at universities and non-profit making research facilities.
3. Use of the software at private adult education institutions shall only be permitted within the context of state-approved education measures which are implemented according to the German Labor Promotion Law (AFG), German Federal Law on Education and Training Promotion (Bafög) or the German Occupational Training Law (BbiG). The training software obtained should be used solely for carrying out the required courses.
4. Research facilities may only use the software if they are listed in the current 'Blue List' of the Federal Research Report of the German Federal Ministry of Education, Science, Research and Technology (BMBF) and/or subject to confirmation by the competent ministry that objectives and content of the research exclude any commercial gain.
5. Use of the software in non-profit making societies shall only be permissible for non-commercial training and advanced training measures, or research projects, if courses are publicly accessible for everyone.
6. The user (pupil, student, teacher) may install and use the SIMARIS design software on his/her private computer for use exclusively in school exercises; the software may not be passed on to any third parties.
7. In addition, the General License Conditions for Software Products for Industry Automation shall apply as these have to be accepted when installing the software. Siemens shall reserve the right of inspection. Any infringements against these conditions and against the SIMARIS design license agreement shall always be pursued under criminal and civil law.

Date and place

Signature and Stamp, Educational Institution

Signature, Siemens