

Supplementary License Agreement for the Permission to Use SINUMERIK/SinuTrain Software Trainer or Students Package 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 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): _____

LIAZ (order indicator): _____

1. Granting of a license

This license agreement shall grant you the right, as explained below, to use a copy of the version number and language version of the software indicated on the cover sheet of the software product certificate; however, you may not exceed the maximum permissible number of copies. You may install and use one copy of the software on one single school computer. Furthermore, one license for the software may not be shared or used on different computers at the same time. Passing on, hiring out, leasing or loaning of the software shall not be permitted.

2. The use of the software is only permitted within the framework of training and further training at schools, colleges of further education, licensed educational institutions, as well as within the framework of research and studies at universities and non-profit-making research institutions.

3. The use of the software at private adult education institutions shall only be permitted within the framework of licensed educational measures which are implemented in accordance with the Employment Promotion Act, the Federal Law concerning the Promotion of Education or the Vocational Training Law. The acquired school software must be used exclusively for the implementation of the promoted courses.

4. Research institutions may only use the Software provided such research institutions are listed in the current "Blue List" of the "Federal Research Report" issued by the Federal Ministry for Education, Science, Research and Technology and/or provided that the objectives and content of the relevant research are not geared towards commercial profit, as confirmed by the relevant ministry in charge.

5. The use of the Software in non-profit-making entities shall only be permitted for non-commercial training and further training measures or research projects, on the proviso that such courses are accessible to the public.

6. The use of **SINUMERIK SinuTrain Trainer Package and SinuTrain Software for Students (student license)** is **not** permitted for commercial industry and trade-worker training.

7. The user (pupil, student, teacher) may install and use the SinuTrain software for students, licensed for 365 days, on his/her private computer for use exclusively in school exercises; the software may not be passed on to any third parties. The software may not be used at school in class. This user will be given a copy of the original software product certificate including the school's stamp and signature, which is deemed to be proof of rightful use. The use of this software relates to the licenses duly acquired in conjunction with the SINUMERIK SinuTrain Trainer Package. Support services with respect to this software can only be obtained from the Internet <http://support.automation.siemens.com>. The software is not supported by the SINUMERIK Hotline.

8. In addition, the General License Conditions for Software Products for Automation and Drives shall apply as enclosed with each software product. Siemens shall reserve the right of inspection. Any infringements against these conditions and against the SIMATIC/SIMIT Software Trainer Package license agreement shall always be pursued under criminal and civil law.

Date

Signature, Stamp User

Please always fill out the license agreement completely!

Siemens RD/RC:

- MLFB
- LIAZ
- AKZ only at SIMIT orders

End Customer:

- Signature
- Stamp

Please fax the license agreement:

Fax: +49 (0) 911-895-158021