

Supplementary License Agreement for the Use of SIMATIC TP 170A Training Package by Research, Development and Training Institutes for Classroom Use

Preamble:

This Siemens license agreement for pupils, students and teaching staff (this 'License Agreement') is a legally valid agreement between you and Siemens AG. You must keep this license agreement safely in order to prove that you have obtained license rights from Siemens AG. By using the hardware and software products licensed in this license agreement, you declare yourself agreeable to being bound by the provisions of this license agreement. If you are not agreeable to the provisions of this license agreement, you should not use the hardware and software. For the purposes of this license agreement, the term 'hardware and software' shall mean the product referred to above with the following ordering data:

Order no. (MLFB): _____

LIAZ: _____

1. Granting of license

This license agreement shall grant you the right, as explained below, to use the hardware and software for educational purposes. 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 hardware and software shall not be permitted.

2. Use of the hardware and 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-profitmaking research facilities.

3. Use of the hardware and 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 hardware and software obtained should be used solely for carrying out the required courses.

4. Research facilities may only use SIMATIC training hardware and 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 SIMATIC training hardware and software in non-profitmaking societies shall only be permissible for non-commercial training and advanced training measures, or research projects, if courses are publicly accessible for everyone.

6. Support services with respect to this software can only be obtained from the Internet <http://www.ad.siemens.de>. The software is not supported by the SIMATIC Hotline.

7. 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 TP 170A license agreement shall always be pursued under criminal and civil law.

Date

Signature / User's stamp