Specific Supplemental Terms for on-premises Software of Infrastructure & Industry Business

Business ("Software Licensing Terms") amend (i) the Base Terms and the General Software and Cloud Supplemental Terms ("General Software and Cloud Terms") or (ii) the Universal Customer Agreement (UCA) between Customer and Siemens solely with regard to on-premises Software of Infrastructure & Industry Business, as referenced in the Order. These Software Licensing Terms together with (i) the Base Terms and the General Software and Cloud Terms or (ii) the UCA, as applicable, and other conditions as referenced in the Order form the agreement between the parties ("Agreement").

Capitalized terms are defined at the end of the document or in other parts of the Agreement.

Commercial Terms

1.   Subject matter

1.1.   Subject matter

Siemens shall provide the Customer the Software specified in the Order and shall grant the Customer rights to Software based on the License Type (see Section 2) and the applicable Software Type (see Section 3).

If Software is supplied electronically or, if copying rights are granted for it, the rights and duties set out in the Agreement shall apply to the copies created by the Customer with the approval of Siemens.

1.2.   Scope of delivery

Siemens shall deliver the Software as well as the respective CoL, where applicable, to the Customer, according to the description of the Software.

The Documentation is usually written in English.

Insofar as it is evident from the description of the Software that access to the Documentation is subject to a separate charge, the Documentation shall be purchased separately; in such case the Customer shall not have any right to generate copies but shall purchase the required number of Documentation copies.

Siemens shall deliver a license key to the Customer if the Software requires a license key for technical activation purposes.

If the Software requires a dongle for technical activation, this must be ordered separately if it is not explicitly included in the scope of delivery.

If the Parties agree that the Customer is to acquire only the Software but not the rights of use for the Software for the time being, the dongle, the license key and the CoL shall not be included in the scope of delivery.

1.3.   Scope and quality of the Software, systems environment

The scope and quality of the Software is exclusively defined in the description of the Software.

The Customer shall install and configure the Software itself, observing the requirements in the associated Documentation as it does so.

License and software type

2. License Type

Siemens shall grant the Customer the rights of use in accordance with the agreed License Type. The agreed License Type and Entitlements shall be indicated in the Order.

2.1. License Types

2.1.1. "**Single License**" means the Customer is granted a non-exclusive right to install the Software on one (1) Instance and to utilize the Software installed in the manner specified in the description of the Software and, where applicable, in the CoL (see "Type of Use").

2.1.2. "**Multiple License**" means the Customer is granted a non-exclusive right to install the number of Instances of the Software specified in the Order and to use them simultaneously in the manner specified in the description of the Software and, where applicable, in the CoL.

2.1.3. "**Floating License**" means the Customer is granted a non-exclusive right to use the Software simultaneously on such number of Customer's objects (e.g. users or devices) specified in the Order and, where applicable, the CoL in the manner specified in the description of the Software and, where applicable, in the CoL. The Customer is permitted to install the Software on up to ten (10) times as many Instances as it has acquired licenses for objects. Example: In case the Customer acquires a Floating License for three (3) objects, it is entitled to install the Software on thirty (30) of the Customer's Instances but may never have more than three (3) objects using it at the same time.

2.1.4. "**Concurrent License**" means the Customer is granted a non-exclusive right to use the Software simultaneously on such number of Customer's objects (e.g. users or devices) specified in the Order and, where applicable, the CoL in the manner specified in the description of the Software and, where applicable, in the CoL.

2.1.5. If the License Type is not specified in the Order, the Software shall be subject to the rights as set forth in Section 2.1.1 (Single License).

2.2. Term

Siemens shall grant the rights for all License Types in accordance with Section 2.1 to the Customer perpetually unless it is made clear in the Order that the Software has been licensed only for a Subscription Term as described in Section 2.2.

2.2.1. "**Rental**" denotes the imposition of a time limit on a Single, Multiple, Floating or Concurrent License with a Subscription Term of up to one (1) year in accordance with the details in the description of the Software.

2.2.2. "**Subscription**" denotes the imposition of a time limit on a Single, Multiple, Floating or Concurrent License. The length of the Subscription Term shall be specified in the description of the Software.

2.2.3. A "**Demo License**" or "**Trial License**" denotes a Single, Multiple, Floating or Concurrent License granted for a limited term and only for the purpose of validating the Software in accordance with the description of the Software.

2.2.4. **Subscription Term**. The period of use shall be specified in the description of the Software and, where applicable, the CoL (see "Type of Use").

    a. If the period of use for the Software is specified in hours, the utilization of the Subscription Term shall be calculated on the basis of the time elapsed between the Software being started and the Software being closed.

    b. If the period of usage is specified in days, weeks or months, the specified period commencing with the first start-up of the Software shall apply regardless of actual usage.

    c. If the usage period is date-based, the license shall end on this date irrespective of actual usage.

2.2.5. **Automatic renewal of limited-term licenses.** In case of automatic renewal as set forth in Section 18.1 of the General Software and Cloud Terms, any renewed Subscription Term will be the same length as the original agreed Subscription Term.

2.2.6. For multiple-year Subscription Terms, Siemens may require new license keys to be issued during the Subscription Term.

3.   Software Type

The Customer may acquire from Siemens both Engineering Software and other types of Software.

3.1.   Engineering Software

The following shall apply if it is made clear in the description of the Software that the Customer has acquired "Engineering Software":

If, during the intended use of the Engineering Software the Customer uses the Engineering Software or parts thereof to generate its own programs or data, the Customer shall have the right, without having to pay any license fee, to copy and to use these parts of the Engineering Software as a part of its own programs or data, or to supply such to third parties for use. If the Customer makes available to any third party the programs or data developed as described above, it shall protect the Engineering Software contained therein in accordance with the provisions under Section 5.

3.2.   All other Software types

For any other software type, the Customer shall acquire a license with respect to the Software in accordance with the relevant intended type of use before installing or otherwise duplicating Software or parts thereof.

3.3.   Extended rights to the Software

If any extended rights have been granted in respect of the Software or parts thereof, such shall be detailed in the Readme file of the Software.

Earlier Versions and further Customer rights and duties

4.   Earlier versions

4.1.   Expiry of the right of use on upgrading

If it is apparent from the description of the Software, e.g., through the additional identification of "Service Pack" in the product name of the Software, that the Software is to serve as an upgrade for an Earlier Version, on such upgrading the rights of use granted to an Earlier Version shall cease. The rights of use in accordance with Section 4.3 shall not be affected hereby.

4.2.   Option

If the Customer is already legitimately using a license corresponding to the Earlier Version, the Customer may, at its discretion, exercise the rights of use granted to the Software either in relation to the Software itself or – insofar as such is technically foreseen and acting at its own responsibility – to the Earlier Version.

4.3.   Parallel use

Insofar as Earlier Versions are listed in the Readme file of the Software under the Section "Parallel Use", the Customer shall have the right to exercise the rights of use granted to the Software as an alternative on the Earlier Versions listed therein. If in the description of the Software or in the CoL the named "Type of Use" is: "Installation" or "User", the Customer may use the Earlier Versions listed in the Readme file in addition to the licensed Software and parallel to the Software on the number of Instances for which it is allowed to install or use the acquired Software. Any transfer of Earlier Versions to a third party is permissible only together with the transfer of Software in accordance with Section 5.3.

5. Further rights and duties of the Customer

5.1. Restrictions

The Customer shall have no right to rent out or sub-license Software, or to publicly make it available or accessible by way of cable or wireless, or to make it available to third parties for any charge or free of charge, e.g., in the course of application service providing or as "Software as a Service".

5.2. Presentation of the CoL

The Customer shall present the CoL received for the Software to Siemens at any time if requested to do so by Siemens. If the Software is a Service Pack or other new release of the Software, the Customer shall retain the CoL for the Earlier Version and present it together with the CoL for the Software at any time if requested to do so by Siemens.

5.3. Transfer

5.3.1. Right of transfer

The Customer is entitled to transfer any licenses it has acquired with an unlimited period of use to a third party. If the Customer does transfer such licenses to third parties, it shall cease to use the Software and shall remove the installed copies of the Software from its equipment and its Instances and erase any copies located on other data media or, at the request of Siemens, shall provide the same to Siemens insofar as the Customer is not required to retain the same for a longer period in accordance with applicable law. The use of any such retained copies is prohibited.

5.3.2. Transfer of license key, dongle, contract documents and content

If the Customer has received a license key for the Software, this key shall be supplied to the third party together with the Software. The same shall apply in respect of any dongle that was included in the scope of services for the Software. Furthermore, the Customer shall submit to the third party the order confirmation and the CoL together with the Agreement and shall conclude with the third party an agreement whose content corresponds to Section 2, 3 and 5 of this Software Licensing Terms.

5.3.3. Presentation and transfer of the CoL, confirmation, transfer of duties

The Customer shall also transfer to the third party the CoL of the Earlier Version if it transfers an upgraded version of the Software as described in Section 5.3. Upon Siemens' request, the Customer shall confirm in writing that the Customer completed the measures set out in Section 5.3 or shall describe to Siemens as necessary and as applicable any reasons for a longer retention. In addition, the Customer shall make the third party expressly subject to the duties to observe the rights granted in accordance with Sections 2 and 3 and the duties in accordance with Section 5.

5.4. Validation

If the Customer receives a data medium which, in addition to the Software, contains further programs which are released for use, it shall have the right to use these released software products exclusively for validation purposes, for a limited period of time and free of charge. Such period of use shall be limited to 14 days, commencing with the first start-up of the relevant software program unless a different period is specified, e.g., in the Readme file of the relevant software product.

Such software products supplied exclusively for validation purposes shall be governed by the Agreement. The Customer shall not be authorized to pass on these software products separately, i.e. without the Software, to a third party.

Definitions.

CoL	The Certificate of License, which contains information about the type of rights of use acquired for the Software. If there is a CoL for the Software, the CoL is appended to the Software or the delivery note.

Dongle	Special item of software or hardware (e.g., a USB dongle) to protect the licenses. The Dongle and the Software protected by the Dongle must be connected as described in the Documentation, otherwise use of the Software will be significantly restricted or impossible.
Earlier Version	Earlier release of the Software; normally such is recognizable from the change in the version number.
Entitlements	May also be defined in the COL.
Instance	Either an instance in a physical operating system environment or an instance in a virtual operating system environment.
Service Pack	Release of the Software in which defects and/or Vulnerabilities are eliminated, but which generally does not involve any change in functionality. The term "Service Pack" also includes single bug fixes and/or vulnerability patches that do not amount to a full new software release. Service Packs are part of the Software.