

Siemens Industry Software Online Trials Terms of Service

Governing the use of the Siemens Industry Software Online Trial website, including any software, forums, materials, file sharing services and other online services offered on it or made available by Siemens Industry Software pursuant to a registration for a free trial (referred to collectively as the “Services” in this document) and excluding any services provided to you by Siemens Industry Software or any of its affiliates under a separate written or electronic agreement.

USE OF THE SERVICES IS ONLY PERMITTED FOR EVALUATION PURPOSES. PRODUCTION OR COMMERCIAL USE OF THE SERVICES IS NOT PERMITTED.

1. Terms

1.1 Your use of the Services is subject to the terms of a legal agreement between you and SISW. “SISW” means Siemens Industry Software Inc., whose principal place of business is at 5800 Granite Parkway, Suite 600, Plano, TX 75024, United States. This document explains how the agreement is made up, and sets out the terms of that agreement.

1.2 In addition to these terms, your agreement with SISW will also include the terms of any legal notices applicable to or presented within the Services (the “Additional Terms”). If Additional Terms apply to a Service, those terms will be accessible for you to read either within that Service, or within the site through which that Service is provisioned.

1.3 These terms together with the Additional Terms (the “Terms”), form a legally binding agreement between you and SISW in relation to your use of the Services.

1.4 If there is any contradiction between the Additional Terms and the Terms herein, then the Additional Terms shall take precedence with respect to the related Service to which they are applicable.

2. Accepting the Terms and Your Representation of a Legal Entity

2.1 You may not use the Services if you do not accept the Terms.

2.2 You accept the Terms by:

(a) clicking to accept or agree, or submit to agree, to the Terms, where the option is made available to you by SISW in the user interface for any Service; or

(b) by using the Services. In this case, you understand and agree that SISW will treat your use of the Services as acceptance of the Terms from that point onwards.

2.3 You represent to SISW that you are lawfully able to enter into contracts (e.g. you are not a minor). If you have provided a company name in the registration process for the Services, you are accepting these terms for such entity, and you represent to us that you have legal authority to bind that entity. You may not use the Services and may not accept the Terms if you are a person barred from receiving the Services under the laws of the United States or other countries including the country in which you are resident or from which you use the Services.

2.4 Please print or save a copy of these terms for your records.

3. Provision of the Services

3.1 Siemens Industry Software has subsidiaries and affiliates around the world. Sometimes, these companies may be providing the Services to you on behalf of SISW itself. You acknowledge and agree that

subsidiaries and affiliates will be entitled to provide the Services to you.

3.2 You acknowledge and agree that the form and nature of the Services which SISW provides is at SISW's sole discretion and may change from time to time without prior notice to you, including the cessation of the Service or some offerings within the Service. The Services are provided "as is" without any support or availability commitments.

3.3 The Services include temporary online trials to certain of SISW's software products as those software products may be made available in an online trial format by SISW, in its sole discretion. If not designated within the Service or while signing up for the Service, the standard period of time for an online trial is seven (7) days. You acknowledge and agree that at the end of each temporary online trial of software, you will immediately cease using the Services and return or destroy all user documentation and other materials received by you in conjunction with the Services.

3.4 You may stop using the Services at any time without requirement of notification to SISW when you stop using the Services.

3.5 You acknowledge and agree that SISW may, at its sole discretion, disable access to your account, preventing you from accessing all or some of the Services, your account details or any files or other content which is contained in your account.

3.6 Certain Services may not allow you to upload or use your own data in connection with the Services. Services may not permit you to backup, download, or in any way save any of the work you create while using the trial software. With that in mind, you acknowledge and agree that any configurations, designs, objects, CAD data, or any other items or objects that you create within, and while using, the Services may not be backed up, downloaded, or saved in any way, and will no longer be available to you after each of your online trials of software has ended, and SISW is under no obligation to retain or make such information available to for you during, or after the end of, any online trial.

3.7 You acknowledge and agree that, if applicable, while SISW may not currently set a fixed upper limit on the number of transmissions you may send or receive through the Services or on the amount of storage space used for the provision of any Service, such fixed upper limits if currently set may be modified, and if not set may be set by SISW at any time, at SISW's discretion.

3.8 You acknowledge and agree that SISW may collect data and metrics about your use of the Services and may in its sole discretion use such data and metrics to improve the Services and other SISW products and service offerings.

4. Use of the Services

4.1 Access to the Services may require you to provide identification and/or contact or other information, including but not limited to your first name and last name, email address, and your geographic location. You represent that any such information you give to SISW will always be accurate, correct and up to date.

4.2 You agree to use the Services only for purposes that are permitted by:

(a) the Terms (any production or commercial use is not permitted); and

(b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).

4.3 You agree not to access (or attempt to access) any of the Services from outside of the country submitted by you when your registered for the Services, and by any means other than through the

interface that is provided by SISW, unless you have been specifically allowed to do so in a separate agreement with SISW.

4.4 You shall not (a) reproduce, duplicate, copy, sell, trade or resell the Services for any purpose, unless you have been specifically permitted to do so in a separate agreement with SISW, (b) engage in any activity that interferes with or disrupts the Services or the servers and networks which are connected to the Services, (c) access or attempt to access any of the Services through any automated means (including use of scripts or web crawlers), (d) upload, post, email or transmit or otherwise make available any Content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party, unless you are the owner of such rights or have the permission of the owner to post such Content; (e) use the Services for any illegal or unauthorized purpose; (f) submit Content that falsely expresses or implies that such Content is sponsored or endorsed by SISW, (g) transmit any viruses, worms, defects, trojan horses, or any items of a destructive nature.

4.5 You acknowledge and agree to SISW's Acceptable Use Policy which you must comply with when using the Services. The Acceptable Use Policy is available at <https://www.plm.automation.siemens.com/global/en/legal/online-terms/cloud/>.

4.6 You agree that you are solely responsible for (and that SISW has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which SISW may suffer) of any such breach.

4.7 You acknowledge that all information (such as data files, written text, computer software, CAD data and graphics) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information, including information that you create, submit, post, share, transmit or display on, or through, the Services, is referred to below as "Content".

5. Passwords and Account Security

5.1 You agree and understand that you are responsible for maintaining the confidentiality of passwords and any user credentials associated with any account you use to access the Services.

5.2 You agree that you will be solely responsible to SISW for all activities that occur under your account.

5.3 If you become aware of any unauthorized use of, or loss, or theft, of your password or user credentials of your account, you agree to notify SISW immediately at https://www.plm.automation.siemens.com/en/about_us/contact/software-piracy.cfm

6. Data Protection

For general information about SISW's data protection practices, please read the privacy policy at <https://www.plm.automation.siemens.com/global/en/legal/privacy-policy.html>. This policy explains how SISW treats your personal information, and protects your privacy, when you use the Services. Where SISW processes personal data on your behalf in connection with the Services, the terms set out at <https://www.plm.automation.siemens.com/global/en/legal/online-terms/cloud/> are incorporated herein by reference and shall apply to the use of the Services.

7. Content in the Services

7.1 Content presented to you as part of the Services may be protected by intellectual property rights which are owned by SISW, sponsors or advertisers, or other users of the Services who provided that Content. With the exception of your use of Content presented to you by SISW as part of the Services solely for your use of the Services, and any applicable limited rights granted to you from users who upload

Content to the Services and make such Content available to you for viewing or downloading in accordance with Section 10.2, you are not granted any other rights in this Content, and you may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by SISW or by the owners of that Content, in a separate agreement.

7.2 SISW reserves the right (without an obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service. For some of the Services, SISW may provide tools to filter out content.

7.3 By using the Services, you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

7.4 You are solely responsible for, and SISW has no responsibility to you or to any third party for, any Content that you create, submit, post, share, transmit or display on, or through, the Services and for the consequences of your actions (including any loss or damage which SISW may suffer) by doing so.

8. Proprietary Rights

8.1 You acknowledge and agree that SISW (or SISW's licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

8.2 Unless you have agreed otherwise in writing with SISW, nothing in the Terms gives you a right to use any of SISW's trade names, trademarks, service marks, logos, or domain names.

8.3 Other than the limited license set forth in Section 10, if the Services are such that you are able to submit, post, share, transmit or display Content, SISW acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, share, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with SISW, you agree that you are responsible for protecting and enforcing those rights and that SISW has no obligation to do so on your behalf.

8.4 You agree that you shall not add misleading proprietary rights notices to or remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services or Content licensed from the Services under these Terms.

9. License from SISW

9.1 SISW gives you a limited-in-time, personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by SISW as part of the Services as provided to you by SISW (referred to as the "Software" below). This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by SISW, during the limited period of time provided for the online trial, and in the manner permitted by the Terms.

9.2 You may not (and you may not permit anyone else to) assign (or grant a sub-license of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software, copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have a separate written agreement with SISW authorizing you to do so.

10. Content License

10.1 If the Services make it possible for you to submit, post, share, transmit, or display Content, then by submitting, posting, sharing, transmitting or displaying Content on, or through, the Services, you give SISW a perpetual, sublicensable, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display, query, and distribute that Content or derivative works thereof for the purpose of enabling SISW to display, distribute, promote, and improve the Services and other Siemens product and service offerings and such license may be revoked for certain Services as defined in the Additional Terms of those Services. This license to SISW includes the right for SISW to make such Content available to other companies, organizations or individuals with whom SISW has relationships for the provision of syndicated services, and to use such Content in connection with the provision of those services. You understand that SISW, in performing the required technical steps to provide the Services to its users, may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit SISW to take these actions.

10.2 If the Services make it possible for you to make Content available to other end users for viewing, then by making Content available to other end users for viewing on, or through, the Services, you give such other end users of the Services a worldwide, royalty-free, and non-exclusive license to view (subject to the restrictions set forth in Section 10.3 and 15.3 of these Terms) any such Content on, or through, the Services. Furthermore, by making the Content available to other end users for download on, or through, the Service, you give such other end users of the Services a perpetual, sublicensable, irrevocable, worldwide, royalty-free, and non-exclusive license to possess and use (subject to the restrictions set forth in Sections 10.3 and 15.3 of these Terms) such downloaded Content.

10.3 Notwithstanding anything to the contrary, without SISW's prior authorization, you may not aggregate Content obtained from SISW Services for redistribution.

10.4 You confirm and warrant to SISW that you have all the rights, power and authority necessary to grant any applicable licenses above.

11. INDEMNITY.

You agree to hold harmless and indemnify SISW, and its subsidiaries, affiliates, officers, agents, and employees, advertisers or partners, from and against any third party claim (including but not limited to claims brought by other users of the Services) arising from or in any way related to your use of the Services, violation of these Terms or any other actions connected with use of the Services, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, SISW will provide you with written notice of such claim, suit or action.

12. EXCLUSION OF WARRANTIES

12.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

12.2 IN PARTICULAR, SISW, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS, (B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY

SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED, AND (E) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS.

12.3 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

12.4 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SISW OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

12.5 SISW FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

13. LIMITATION OF LIABILITY

13.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT SISW, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

(A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO, ANY INTERRUPTION OF OPERATIONS, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS; RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICES; (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (III) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES;

(B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF: (I) ANY CHANGES WHICH SISW MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES); (II) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES; (III) YOUR FAILURE TO PROVIDE SISW WITH ACCURATE ACCOUNT INFORMATION; (IV) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL.

13.2 THE LIMITATIONS AND EXCLUSIONS IN PARAGRAPH 13.1 SHALL NOT APPLY (I) TO THE EXTENT THAT LIABILITY CANNOT BE LIMITED OR EXCLUDED ACCORDING TO APPLICABLE LAW (INCLUDING APPLICABLE PRODUCT LIABILITY LAW); (II) IN CASES OF WILLFUL MISCONDUCT AND GROSS NEGLIGENCE; (III) IN CASES OF BODILY INJURIES OR DEATH CAUSED BY OUR NEGLIGENCE; AND (IV) IN CASES OF FRAUD OR FRAUDULENT MISREPRESENTATION.

13.3 THE LIMITATIONS ON SISW'S LIABILITY TO YOU IN PARAGRAPH 13.1 ABOVE SHALL APPLY WHETHER OR NOT SISW HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

14. Copyright and Trademark Policies

14.1 It is SISW's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium

Copyright Act) and to terminate the accounts of repeat infringers.

14.3 By submitting Content through the Services, you authorize SISW to use your trademarks, service marks, trade names, proprietary logos, domain names and any other source or business identifiers in connection with SISW's authorized distribution of Content, including for promotional purposes.

15. Other Content

15.1 The Services may include hyperlinks to other web sites or content or resources. SISW may have no control over any web sites or resources which are provided by companies or persons other than SISW.

15.2 You acknowledge and agree that SISW is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

15.3 You acknowledge and agree that SISW is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

16. Export Control and Sanctions Compliance

16.1 Precondition for your access to the Services is a successful export control assessment conducted by us. SISW's obligations to provide Services are conditioned upon your compliance with, and you agree to comply with, all applicable export and re-export controls, embargoes, and economic and trade sanctions laws and regulations, including in any event, those of the United States and the European Union ("Export Laws"). You represent that any Content submitted, posted, shared, transmitted, or displayed by you is non-controlled (e.g. classification is "N" in the E.U., and "N" for ECCN or "EAR99" in the U.S.) and that any such Content and Services made available hereunder and any derivatives thereof will not be (i) downloaded or accessed by a Sanctioned Person, (ii) exported, re-exported (including any 'deemed exports'), shipped, distributed, delivered, sold, resold, supplied, or otherwise transferred, directly or indirectly, to any Sanctioned Person or otherwise in a manner contrary to the Export Laws, (iii) used for any purpose prohibited by the Export Laws, or (iv) unless expressly authorized by SISW in writing, used for non-civilian purposes (e.g. armaments, nuclear technology, weapons, any other usage in the field of defense and military). Without limiting the foregoing, you represent and warrant that (i) you are not a Sanctioned Person, and (ii) you will not download or otherwise access, or facilitate a third party's download or access of, any Customer Content or Services from a Sanctioned Country. You will, at least once per year, review and update its list of persons who have access to any Services as authorized by the Terms and confirm that no such person is a Sanctioned Person and that all such persons may continue to access Services in compliance with Export Laws. We may conduct the necessary Export Laws checks and, upon request, you will promptly provide SISW with any necessary information. "Sanctioned Country" means a country or territory that is itself the subject or target of any comprehensive trade or economic sanctions (currently Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine). "Sanctioned Person" means any person (i) listed in the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or in any Export-Control-Related list of designated persons maintained by the U.S. Department of Commerce, the U.S. Department of State, the United Nations Security Council, the European Union, any Member State of the European Union, or the United Kingdom; (ii) operating, organized, or resident in a Sanctioned Country; (iii) the government of, or acting for or on behalf of the government of, Venezuela or a Sanctioned Country; or (iv) owned or controlled by one or more such persons.

16.2 If required to enable authorities or SISW to conduct export control or sanctions compliance checks, you, upon request by SISW, shall promptly provide SISW with all information pertaining to the

particular destination, end user, and intended use of the Services, including information on you.

16.3 SISW will not perform Services if such performance is prevented by any impediments arising out of national or international foreign trade or customs requirements, any embargoes, or other sanctions. You further acknowledge that SISW may be obliged under Export Laws applicable to SISW and its subsidiaries and affiliates to limit or suspend your access to the Services.

17. Changes to the Terms

17.1 SISW may make changes to the Terms from time to time. When these changes are made, SISW will make a copy of the updated Terms available for your review at the trial signup page and/or from within the Services.

17.2 You understand and agree that if you use the Services after the date on which the Terms have changed, SISW will treat your use as acceptance of the updated Terms.

18. General legal terms

18.1 The Terms constitute the whole legal agreement between you and SISW and govern your use of the Services and completely replace any prior agreements between you and SISW in relation to the Services.

18.2 You agree that SISW may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.

18.3 You agree that SISW's failure to exercise or enforce any legal right or remedy which is contained in the Terms (or which SISW has the benefit of under any applicable law is not a formal waiver of SISW's rights and that those rights or remedies will still be available to SISW.

18.4 You acknowledge and agree that each member of the group of companies of which SISW is an affiliate shall be third party beneficiaries to the Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to the Terms.

18.5 The Terms, and your relationship with SISW under the Terms, shall be governed by the laws of the State of Delaware, United States of America, without regard to its conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply. All disputes arising out of or in connection with these Terms will be subject to the exclusive jurisdiction and venue of the federal courts of Delaware. Notwithstanding the foregoing, you agree that SISW shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

18.6 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.