

Additional Agreement for SCE Trainer Packages concerning transfer of hard- and software to education and R&D establishments

FOREWORD: This additional agreement concerning transfer and/or licensing of hardware and/or software products for pupils, students and educators (referred to below as the "CONTRACT" for short) is a legally valid contract between you and **Siemens (Sales region)** _____ (referred to below as: SIEMENS). Siemens shall accept the contract by supplying hardware / software products. You must keep this contract and any Certificates of License received in order to prove that you have been granted the right to use these items by Siemens.

In using the hardware / software products designated and then licensed / transferred under this contract, you are declaring that you agree to be bound by the provisions of this contract. For the purposes of this contract, the term "PRODUCT" means the hardware and/or software products referred to by the following order No's (MLFBs):

Product order Nos. (MLFBs):

LIAZ (Order ID) / Order No.:

1. (a) Granting a license (software): This contract grants you the right to use the software in the above-mentioned products for an unlimited time as detailed below, exclusively for educational or research purposes. You may not exceed the maximum number of copies specified in this agreement and the Certificate of License. You may only install one copy of the software on a single computer, or, in the case of Floating Licenses (see Certificate of License), on several computers in your educational establishment and use this/these in accordance to the conditions referred to in Point 5, i.e. by a limited number of users in the case of Floating Licenses. Point 4 details exceptions to this rule.
(b) Usage restrictions (hardware and software): The PRODUCTS may only be used for training / further training or research purposes in the establishments specified in Point 3.
2. The PRODUCTS may not be rented, leased or loaned in view of the purpose of this Contract and the price of the PRODUCTS, and may only be otherwise passed on to the target customers specified in Point 3 provided that the usage restrictions contained in this Contract (Point 3 in particular) are also contractually agreed with the recipient. If you fail to comply with this requirement, you will be liable to pay compensation based on the difference between the product price which you paid and the list price for the corresponding hardware or software PRODUCT. Siemens is also entitled to prove that it has suffered a higher or lower level of damages.
3. Target customers for SCE trainer packages:
SCE trainer packages are only available for the customers / licensees described in greater detail below. By signing this contract, you are confirming, amongst other things, that you are associated with one of the following types of educational establishment and that the product will be limited to the purposes described in this contract (specified in point 1 and 3):
 - (a) The use of the PRODUCTS are permitted at **general schools, colleges, universities as well as vocational educational institutions**, provided that such institutions are public or state-approved.
 - (b) Use of PRODUCTS at **private adult education establishments** is only permitted as part of state-recognized training initiatives. In Germany this includes establishments which are operated in accordance with the Employment Promotion Act (AFG), the Federal Education and Training Assistance Act (BAföG) or the Vocational Training Act (BBiG). The acquired PRODUCTS may only be used to implement the promoted courses.
 - (c) **Research establishments** may only use trainer packages for the PRODUCTS if they are recognized by a competent government body as a non-commercial research establishment.
 - (d) The use of trainer packages for the PRODUCTS in **non-profit-making associations** is only permitted for non-commercial training and further training initiatives, or research projects if the courses are open to the general public.
 - (e) The use of trainer packages for the PRODUCTS in **commercial training in industry and trade** is only permitted for non-commercial, in-house training and further training initiatives as part of initial training. The use of the following trainer packages in commercial training in industry and trade is **not** permitted: SIMATIC STEP 7 Software for Students, HMI WinCC for Students, S7-Runtime IOT2000EDU, SinuTrain Software including SinuTrain Software for Students.
4. Exceptions from licensing of software products according to the number of school computers / limited number of simultaneous uses for individual software products are as follows:
 - (a) Classroom license: with software LOGO! Soft Comfort you can install and use one copy of the software on all school computers in one classroom.
 - (b) Student license: software such as STEP 7 for Students, HMI WinCC for Students and SinuTrain for Students, which are licensed for a 365-day period, contrary to Point 1, may be installed and used by the user (pupil, student or teacher) on a private computer for practice purposes associated with training / further training at your educational establishment (single licenses). You may transfer use of the software to the user (pupil, student, teacher) for a limited period in this context, contrary to Point 2; any other form of transfer to other third parties is not admissible, even by way of a loan or lease. The software may not be used during teaching at the educational establishment. This user receives a copy of the original software product certificate with the school stamp and signature to prove that it is being used as authorized.
5. The General Conditions for the Transfer of Software for Automation and Drives also apply to software PRODUCTS and the General Conditions for the Supply of PRODUCTS and Services of the Electrical and Electronics Industry, which are known to you or available from Siemens at any time, shall also apply to hardware products. Should the scope of supply of such products and services include open source software whose terms and conditions take precedence over the aforementioned General Conditions, a note will be provided with the product stating which special conditions apply for this open source software. This applies accordingly for a note on other software components from third parties. The usage restrictions in this Contract shall take precedence for software products. Siemens reserves the right to verify the above. Infringements of these conditions in conjunction with this additional agreement may be pursued under criminal and/or civil law in any event.
6. Siemens provides support services associated with this hardware/software via the internet at <http://support.automation.siemens.com>.

Please complete the contract in full!
Siemens RD/RG: MLFBs + LIAZ / Ref.
End customer: Stamp + signature

 End customer: Stamp and signature

 Date