

AGREEMENT NO.

TRIAL LICENSE AGREEMENT

This Trial License Agreement (this "Agreement") is entered into between Siemens Industry Software Pte. Ltd. ("SISW") and the licensee identified below ("You" or "Your"). There is no charge to You by SISW for this trial license. Incorporated into this Agreement are one or more Licensed Software Designation Agreements (each an "LSDA") referencing the terms of this Agreement with the Agreement number cited above and setting forth the Software to be provided on a trial basis. As used in this Agreement, the term "Software" means the software specified in the applicable LSDA and the associated documentation provided by SISW with the Software.

**1.** **Trial License**. SISW grants to You a nonexclusive, nontransferable, limited license to install and use the executable form of the Software in a test environment solely for trial purposes. The Software shall not be used for commercial, professional or productive purposes, for commercial training or any other for-profit purposes. If during the term of this Agreement SISW provides You updates or new releases of the Software, they are deemed to be part of the Software and subject to the terms and conditions of this Agreement. You are solely responsible for installation of the Software on compatible equipment, with operating system software, provided by You. You are not authorized to, and agree not to, (i) copy the Software in whole or in part, except as reasonably required to install the Software and for backup purposes; (ii) disclose the Software to any person other than Your employees with a need to know to perform the trial; or (iii) decompile, disassemble or reverse engineer the Software. You will retain and reproduce all copyright or proprietary notices in their exact form on all copies of the Software made by You. As between You and SISW, the original and all copies of the Software will remain the sole property of SISW and will be subject to the terms and conditions of this Agreement. SISW reserves all rights in the Software not explicitly granted herein.

Certain Software provided to You under this Agreement may be prepackaged and licensed either by SISW or its third party suppliers under the terms and conditions of a shrink-wrap license agreement contained on or within the Software package, a point-and-click agreement or other on-line agreement (the "End-User License Agreement"). For such Software, the provisions of Sections 3 and 4 of this Agreement are applicable, but all other terms and conditions of this Agreement are superceded and replaced in their entirety by the terms and conditions of the applicable End-User License Agreement. If You use such Software, You are hereby bound by, and promise to comply with, the terms and conditions of the applicable End-User License Agreement.

**2. Protection**. You will provide SISW the host identifier required by SISW and such other information reasonably requested by SISW for each workstation and/or server on which the license management portion of the Software will be installed to permit SISW to generate a license file that will restrict end-user access to only those Software modules licensed under this Agreement and to ensure Your compliance with this Agreement. You acknowledge SISW's representation that the Software constitutes and contains valuable trade secrets and confidential business information of SISW and/or its third party suppliers. You will hold such information in confidence and take the precautions necessary to safeguard the confidentiality of such information. If You or any of Your employees breach or threaten to breach the obligations of this Agreement, SISW will have the right, in addition to such other remedies which may be available to it, to seek injunctive relief enjoining such acts or attempts, it being acknowledged and agreed by You that monetary damages are inadequate to protect SISW. The obligations of confidence and nondisclosure set forth in this paragraph will survive any termination of this Agreement. SISW's third party suppliers may enforce this Agreement as it relates to their Software directly against You.

**3. Term and Termination**. This Agreement is effective on the date it has been signed by both parties (the "Effective Date") and will terminate for each item of Software upon completion of the associated evaluation period identified on the LSDA. This Agreement will terminate effective immediately if You fail to comply with any of the terms and conditions contained herein. All license rights granted for each item of Software will cease upon any termination of this Agreement for that item of Software. Receipt by You of updates or new releases does not, by implication, extend the term of this Agreement for that item of Software beyond the term specified above. Within 10 days after termination, You will, at Your expense, (i) either return to SISW or destroy the original and all copies of the Software in all forms, and any associated hardware keys and (ii) certify to SISW in writing that such obligations have been fulfilled.

**4.** **Disclaimer of Warranties and Limitation of Liability**. The Software is provided to You on an "AS-IS" basis, without SISW maintenance services. You acknowledge and agree that the input of data and accuracy and adequacy thereof, including the output generated as a result of such input, is under Your exclusive control. Any use made by You of the data output, or any reliance thereon, is Your sole responsibility. **SISW AND ITS THIRD PARTY SUPPLIERS MAKE NO WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AGAINST INFRINGEMENT, WITH RESPECT TO THE SOFTWARE PROVIDED UNDER AND PURSUANT TO THIS AGREEMENT.** In no event will SISW and/or its third party suppliers be liable to You for any claims or damages whatsoever arising out of or related to this Agreement, regardless of the form of action, whether in contract, statute, tort (including without limitation, negligence) or otherwise. In no event will SISW be liable to You for any incidental, consequential, special, indirect, exemplary or punitive damages arising under this Agreement, or SISW’s performance or non-performance of this Agreement, whether arising in contract, statute, tort (including without limitation negligence) or otherwise.

**5. General**. You acknowledge that You have read this Agreement, understand it and agree to be bound by its terms and conditions. You further agree that this Agreement is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and all other communications between us relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by You and SISW and may not be assigned or transferred by You, in whole or in part, either voluntarily or by operation of law, without the prior written consent of SISW. You will not transfer the Software without the prior written consent of SISW. You will not export the Software without the prior written consent of SISW and obtaining any required prior authorization from the United States Department of Commerce or other applicable authority. Diversion contrary to United States law is prohibited. **This Agreement will be governed by and construed in accordance with the substantive laws of Singapore, without giving effect to any choice-of-law rules that may require the application of the laws of another jurisdiction. The UN Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded, shall not apply to transactions under this Agreement.**

**6. Contracts (Rights of Third Parties) Act.** In no event will SISW be liable to You for any incidental, consequential, special, indirect, exemplary or punitive damages arising under this Agreement, or SISW’s performance or non-performance of this Agreement, whether arising in contract, statute, tort (including without limitation negligence) or otherwise.

**IN WITNESS WHEREOF**, the parties have duly executed and delivered this Agreement as of the last date written below.

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| CUSTOMER:  (*insert company name*) |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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| Siemens Industry Software Pte. Ltd. |
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