## SISW End User License Agreement for Freeware

This SISW End User License EULA for SISW Products ("**EULA**") governs your use of certain materials provided hereunder by Siemens Industry Software Inc., a Delaware (U.S.) corporation, or its affiliate ("**SISW**") free of cost in relation to certain SISW software products or service offerings (collectively, "**SISW Products**"). These materials may include software, sample code, scripts, libraries, technology, documentation, or other proprietary material or information (collectively, "**Freeware**"). You acknowledge that you may not use any Freeware unless you have a separate end-user license agreement or cloud services agreement in place with SISW applicable to SISW Products. By using Freeware, you signify and agree to be bound by this EULA. If you are entering into this EULA for an entity, such as the company you work for, you represent that you have the authority to bind such entity to this EULA, in which case the term "**you**" or "**your**" shall refer to such entity. SISW retains the right to utilize its affiliated companies in pursuing any of its rights and fulfilling any of its obligations under this EULA. Therefore, the term "SISW" as used herein also refers to affiliated companies of Siemens Industry Software Inc. who have been authorized by Siemens Industry Software Inc. to distribute Freeware.

**1. Ownership.** SISW reserves all rights in Freeware, including any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information or any improvement or modification thereof. No ownership of Freeware is transferred or assigned to you by this EULA.

2. License Grant. SISW grants you a non-exclusive, royalty-free, non-transferable, limited right to install and use Freeware in connection with SISW Products solely for your internal business purposes as an end-user. Unless otherwise provided in this EULA or required to be permitted by applicable law, you shall not: (i) cause or permit the transfer, loan, lease, publication, or use of the Freeware to or for the benefit of any third party without the prior written consent of SISW; (ii) use the Freeware for any technology other than SISW Products; (iii) reverse-engineer or decompile the Freeware; (iv) modify or create derivative works of the Freeware; or, (v) remove or modify SISW copyright, patent, trademark, or attribution notices in the Freeware.

**4 Open Source Software**. The Freeware may contain third-party technology, including open source software ("**Third-Party Technology**"). Third-Party Technology may be licensed to you under separate license terms as specified in the documentation made available by SISW in "read me" or other similar files. If any applicable third-party license requires SISW to furnish source code to the Third-Party Technology, SISW will provide it upon written request and payment of the shipping charges.

**5 Responsibility for Use of the Freeware.** Except any liability directly caused by SISW's breach of this EULA, you are solely responsible for the use of Freeware (and all consequences arising therefrom), regardless if the use is undertaken by you, your employees, your contractors, or any authorized third parties. You will ensure that any use of Freeware complies with your obligations under this EULA. Should you become aware of any breach of your obligations under this EULA, you will (i) immediately inform SISW in detail thereof and (ii) cease to use the Freeware. You agree to comply with all applicable laws in connection with your use of the Freeware.

6. Warranty, Liability, and Indemnification. SISW PROVIDES FREEWARE "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES AND WITHOUT ANY OBLIGATIONS TO INDEMNIFY NOR DEFEND YOU AGAINST ANY CLAIM OR LOSS. ANY STATEMENTS OR REPRESENTATIONS ABOUT THE FREEWARE, ITS FUNCTIONALITY, OR SUPPORT SERVICES IN ANY COMMUNICATION WITH YOU CONSTITUTE MERELY TECHNICAL INFORMATION, NOT A WARRANTY OR GUARANTEE. SISW DISCLAIMS ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABLITIY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. SISW DOES NOT WARRANT THAT THE FREEWARE IS FAIL-SAFE, FAULT-TOLERANT, FREE OF HARMFUL COMPONENTS OR ERROR-FREE. SISW DISCLAIMS ALL LIABILITY FOR ALL CLAIMS OR DAMAGES OF ANY KIND, IRRESPECTIVE OF THE LEGAL GROUNDS UPON WHICH THEY ARE BASED, IN RELATION TO THE FREEWARE. IN NO EVENT WILL SISW, SISW AFFILIATES, SISW'S LICENSORS NOR THEIR OFFICERS, DIRECTORS, OR EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING FOR LOSS OF DATA OR PROFITS, EVEN IF SUCH DAMAGES WERE FORESEEABLE.

You agree to indemnify, defend, and hold SISW harmless from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from or arising out of any breach of this EULA by you or any other person you provided the Freeware, regardless of your knowledge of such breach, including any claim, proceeding, action, fine, loss, cost, or damages arising out of or relating to any non-compliance with export control regulations.

7. Termination and Updates. SISW may terminate this EULA or any license granted hereunder at its sole discretion if SISW reasonably determines that you are in breach of this EULA. SISW may, at its sole discretion, make updates or security patches available for the Freeware. Outdated versions of the Freeware may not be able to connect to or interoperate with SISW Products.

**8. Governing Law and Jurisdiction.** This EULA will be governed by the substantive laws, excluding choice-of-law rules, of the State of Delaware, United States. All disputes arising out of or in connection with this EULA will be subject to the exclusive jurisdiction and venue of the courts of Delaware. Notwithstanding the foregoing, SISW may bring an action to enforce or preserve its intellectual property rights in the jurisdiction where the Freeware is being used. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this EULA.