Siemens PLM Software Online Software Trial

Terms of Use and Service

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1.   Terms

1.1   Your use of the Services is subject to the terms of a legal agreement between you and Siemens PLM Software. "Siemens PLM Software" means Siemens Product Lifecycle Management 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 Siemens PLM Software 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 Siemens PLM Software 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

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

2.2   You can 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 Siemens PLM Software in the user interface for any Service; or

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

2.3   You may not use the Services and may not accept the Terms if:

(a) you are not of legal age to form a binding contract with Siemens PLM Software; or

(b) 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 a copy of these terms for your records.

3.   Provision of the Services by Siemens PLM Software

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3.1   Siemens PLM Software has subsidiaries and affiliated legal entities around the world ("Subsidiaries and Affiliates"). Sometimes, these companies may be providing the Services to you on behalf of Siemens PLM Software 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 Siemens PLM Software provides is at Siemens PLM Software'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.

3.3   The Services include temporary online trials to certain of Siemens PLM Software's software products as those software products may be made available in an online trial format by Siemens PLM Software, 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 no longer have access to the Services.

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

3.5   You acknowledge and agree that Siemens PLM Software 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   The online trials of software are self-contained, and you are not permitted to upload or use your own data in connection with your online trial of the software. Additionally, the Services do 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 online trial software cannot 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 Siemens PLM Software 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 Siemens PLM Software 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 Siemens PLM Software at any time, at Siemens PLM Software's discretion.

3.8   You acknowledge and agree that Siemens PLM Software 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 Siemens PLM Software 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 agree that any such information you give to Siemens PLM Software 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; 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 by any means other than through the interface that is provided by Siemens PLM Software, unless you have been specifically allowed to do so in a separate agreement with Siemens PLM Software. You specifically agree not to access (or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers).

4.4   You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

4.5   Unless you have been specifically permitted to do so in a separate agreement with Siemens PLM Software, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

4.6   You agree that you are solely responsible for (and that Siemens PLM Software 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 Siemens PLM Software 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 is referred to below as "Content".

4.8   You agree that you will not:

•   defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;

•   upload, post, email or transmit or otherwise make available any inappropriate, defamatory, infringing, obscene, or unlawful Content;

•   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;

•   upload, post, email or transmit or otherwise make available messages that promote pyramid schemes, chain letters or disruptive commercial messages or advertisements, or anything else prohibited by law, these Terms or any applicable policies or guidelines;

•   download any file posted by another that you know, or reasonably should know, that cannot be legally distributed in such manner;

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- impersonate another person or entity, or falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material;

- restrict or inhibit any other user from using and enjoying the Services;

- use the Services for any illegal or unauthorized purpose;

- submit Content that falsely expresses or implies that such Content is sponsored or endorsed by Siemens PLM Software;

- create user accounts by automated means or under false or fraudulent pretenses;

- promote or provide instructional information about illegal activities or promote physical harm or injury against any group or individual; or

- transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature.

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 Siemens PLM Software for all activities that occur under your account.

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

6. Privacy and Personal Information

6.1   For information about Siemens PLM Software's data protection practices, please read the privacy policy at http://www.plm.automation.siemens.com/en_us/legal.shtml (the "Siemens PLM Software Privacy Policy"). This policy explains how Siemens PLM Software treats your personal information, and protects your privacy, when you use the Services.

6.2 You agree to the use of your data in accordance with the Siemens PLM Software Privacy Policy.

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

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

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