

Academic & Student Licenses

Siemens Product Lifecycle Management Software Inc., or one of its Siemens Industry Software affiliated companies (collectively referred to herein as “SISW”), has entered into a software license and services agreement with a customer for SISW software, which may have taken the form of a written agreement signed by both parties or a click-wrap or online agreement agreed to by the customer electronically (referred to herein as the “Agreement”). These terms and conditions (the “Academic Amendment”) are specific to academic institutional and/or student licenses of software granted by SISW. These terms are additional to the terms in the Agreement and, to the extent that these terms are in conflict with the terms of the Agreement, these terms will take precedence and supersede the terms of the Agreement with respect to SISW academic institutional or student licenses.

1. **Definitions.** Capitalized terms used in the Academic Amendment shall have the same meaning as defined in the Agreement unless they are otherwise defined in the Academic Amendment.
 - 1.1 “Academic Institutional Software” means those Software products that SISW has designated as academic bundles for purposes of licensing to academic institutions for the purposes stated in this Academic Amendment.
 - 1.2 “Authorized Users”, for purposes of Academic Institutional Software, means Customer faculty, staff members, students and graduate assistants located in the Territory.
 - 1.3 “Student” means a Customer who is an individual student who has purchased a valid Student License.
 - 1.4 “Student License” means those Software products that SISW has designated as Student Licenses for purposes of licensing to Students in an academic setting for purposes of studies directly related to a diploma-seeking program.
 - 1.5 “Territory” means the country in which the software is procured and installed.
2. **Terms Applicable to Academic Institutional Licenses.** If the Software has been provided to Customer as an Academic Institutional license, in addition to the other terms and conditions contained in the Agreement the following terms apply.
 - 2.1 Academic Institutional Software may be licensed to Customer a Limited Term License or a Perpetual License as follows: (i) A Limited Term License will extend for a period of one year following the first day of the month immediately following the date the Software is made available to Customer via electronic download and, thereafter, will expire unless it is renewed by mutual agreement of the parties. There is an annual fee for a limited term license, which includes the maintenance services described below. Either party may terminate such license by providing the other party with at least 60 days written notice prior to the expiration of the then current term; (ii) A Perpetual License extends indefinitely, subject to Customer’s continued compliance with the terms of the Agreement as amended herein. If Customer is granted a Perpetual License to Academic Institutional Software, the license will not include maintenance services unless the Customer orders such services separately from SISW or an authorized SISW reseller or distributor.
 - 2.2 Customer will limit use of the Software to Authorized Users solely for purposes directly related to teaching, training, degree-granting programs, and research and development that are part of the instructional functions performed by Customer. SISW expressly prohibits use of the Software for (i) any training, or instructional endeavors for non-degree seeking students; (ii) any training or instructional endeavors for any third party that may be a licensee of the Software under separate agreement with SISW; (iii) any commercial purpose, including but not limited to, commercial processing, paid-for consulting, or processing the work of any affiliates; and (iv) developing software for sale or license. As a condition precedent to use by Authorized Users of Academic Institutional Software on personal or home computers, Customer will have the Authorized Users sign SISW’s standard Academic Single User Agreement. Customer will keep the signed Academic Single User Agreements on file and provide them to SISW at SISW’s request.
 - 2.3 Customer must also meet the following conditions: (i) Customer will use the Software as part of its standard offered curriculum in a course or courses offered at least once per academic year; (ii) Customer will obtain advance written approval from SISW for all documents intended for publication by Customer which concern the capability, functionality and/or methodology of the Software; (iii) All software programs and associated documentation developed by Authorized Users which interact and/or interface with the Software will be disclosed to SISW. Such programs and documentation will be made available to SISW in source code form, if so requested. Customer grants to SISW a nonexclusive, transferable, paid-up, royalty free license to use and/or market, distribute and modify any such software program, to the extent that this provision does not conflict with any pre-existing processing grant or contract applicable to such software and documentation. Where such pre-existing Customer grant or contract conflicts with this provision, the pre-existing grant or contract provision will take precedence over this provision provided that SISW is notified of such grant or contract restriction.
 - 2.4 Product specific terms with respect to Academic Institutional Software that includes SISW’s Parasolid or D-Cubed products shall be included in a separate agreement to be entered into by the parties.

- 2.5 Standard maintenance services offered by SISW to its commercial customers do not apply to Academic Institutional Software. SISW will provide maintenance services to Customer, but not individual Authorized Users, between the hours of 8:00 a.m. and 5:00 p.m. in local time zones of the contiguous United States, Monday through Friday, excluding SISW observed holidays. Customer will designate a knowledgeable full-time staff representative who will serve as a focal point for administering and resolving all Customer requests for Academic Institutional Software maintenance. Such individual will use best efforts to solve Customer problems or issues related to the Academic Institutional Software prior to contacting SISW for assistance. This individual will forward all service requests to SISW and will also serve as the recipient of all site-wide SISW maintenance services.
- 2.6 Maintenance services are provided only for the most current release of the Academic Institutional Software when installed on the type of computer and the operating system for which the Academic Institutional Software was designed to operate and consists of the following: (i) Telephone support line service which consists of support requests answered by SISW technical support personnel for the Academic Institutional Software specific technical needs and problems; (ii) bulletin board service which will allow Customer to electronically log software support requests and access release notes and software information; and (iii) upgrades to the Academic Institutional Software, if and when made available by SISW. Upgrades will not include separate software modules that are available for license at additional charge. Customer agrees to install all software updates received from SISW within 30 days after receipt thereof, or at the end of Customer's current semester, whichever is later.
- 2.7 Work product and other data created with Academic Institutional Software may contain certain limitations that make the data unusable outside the educational use area. If Customer combines or links data created with Academic Institutional Software with data otherwise created, then such other data may also be affected by these limitations. SISW shall have no responsibility or liability whatsoever if Customer combines or links data created with Academic Institutional Software with data otherwise created.
- 3. Terms Applicable to Student Licenses**. If the Software has been provided to Student as a Student License, in addition to the other terms and conditions contained in the Agreement the following terms apply.
- 3.1 A Student License will be licensed to Student as a Limited Term License which will extend for a period of one year following the first day of the month immediately following the date the Student License is made available to Student, or such longer period of time as specified by SISW.
- 3.2 Student will limit use of the Student License to academic studies directly related to a diploma-seeking program. The Student License will terminate if Student exceeds, or attempts to exceed, this authority.
- 3.3 A Student License is granted without maintenance services of any kind.
- 3.4 Work product and other data created with Student Licenses contain certain limitations that make the data unusable outside of academic use. If Student combines or links data created with Student Licenses with data otherwise created, then such other data may also be affected by these limitations. SISW shall have no responsibility or liability whatsoever if Student combines or links data created with Student Licenses with data otherwise created.