

Loaned Products Supplemental Terms

These Loaned Products Supplemental Terms (“**Loan Terms**”) amend the End User License Agreement (“**EULA**”) between SISW and Customer, and apply solely with regard to Products identified on the Order as “**TRIAL**” or “**LOAN**” (“**Loaned Products**”). These Loan Terms, together with the EULA and all applicable Supplemental Terms, form the agreement between the parties (“**Agreement**”). In the event of a conflict, these Loan Terms supersede other Supplemental Terms, which supersede the EULA. Capitalized terms used herein have the meaning as defined in the Agreement.

1. **LICENSE TYPES.** The following license types may be offered with respect to individual Loaned Products. Additional license and use types may be specified with respect to certain Products as set forth in an Order. Trial licenses and Loan licenses are subject to the terms and conditions of (a) the EULA, (b) all applicable product-specific Supplemental Terms found at <https://www.plm.automation.siemens.com/global/en/legal/online-terms/index.html> which are incorporated herein by reference, and (c) these Loan Terms. The license grant in the Agreement is modified to incorporate the restrictions detailed in the following license types:
 - 1.1 “**Trial**” license means a license for a limited term as identified in the Order, granted solely for evaluation purposes and not for any commercial, professional or production purposes, and not for training or benchmarking.
 - 1.2 “**Loaner**” or “**Loan**” license means a license for a limited term of the number of months as identified in the Order (e.g., 1LOAN is a Loan for a one-month term), granted for one of the following purposes as specified in the Order:
 - (a) “**Bridge**” means the license is granted solely for temporary support of production to allow for finalization of an Order for licenses of that Software product. By accepting a Bridge Loan license the Customer accepts that in the final Order the term of any license(s) for the same Software product as the Bridge Loan license(s) will be made retroactive to the original date the Bridge Loan license was granted and the license fees paid for such license(s) will include the period covered by the Bridge Loan license(s);
 - (b) “**Evaluation**” means the license is granted solely for evaluation purposes and not for any commercial or production purposes, and not for training or benchmarking;
 - (c) “**Production**” means the license is granted solely to facilitate system testing by Customer, remix evaluation, server migration or upgrades;
 - (d) “**Promotional**” means the license is granted solely to support the Customer’s activities in return for promotional services.
 - (e) “**Technical**” means the license is granted solely to enable a temporary workaround for a technical situation in Customer’s business;If not specified on the Order, a Loan or Loaner license may be used for all of the above purposes.
2. **ADDITIONAL LICENSE TERMS.** Customer will not disclose Products under a Trial or Evaluation Loan license to any person other than Customer’s employees who have a need to know to perform the trial.
3. **DISCLAIMER OF WARRANTIES AND LIABILITY, NO MAINTENANCE SERVICES.** Notwithstanding anything to the contrary in the Agreement, Products furnished under a Trial license or Loan license are provided to Customer “AS IS” without Maintenance Services, without warranty, and without any obligations to indemnify and defend Customer, Customer’s affiliates, or any user. SISW AND ITS LICENSORS MAKE NO WARRANTIES OF ANY KIND WITH RESPECT TO THE LOANED PRODUCTS PROVIDED UNDER THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AGAINST INFRINGEMENT. REPRESENTATIONS ABOUT PRODUCTS, FUNCTIONALITY OR MAINTENANCE SERVICES IN ANY COMMUNICATION WITH CUSTOMER CONSTITUTE TECHNICAL INFORMATION, NOT A WARRANTY OR GUARANTEE. SISW DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. IN NO EVENT WILL SISW, SISW AFFILIATES, SISW’S LICENSORS AND THEIR REPRESENTATIVES BE LIABLE TO CUSTOMER FOR ANY CLAIMS OR DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE.
4. **TERMINATION.** Trial licenses and Loan licenses will terminate immediately if Customer fails to comply with any of the terms and conditions of the Agreement. Receipt of updates or new releases will not extend a Trial license or Loan license beyond the specified term.