

Academic Licenses Supplemental Terms

These Academic Licenses Supplemental Terms (“**Academic Terms**”) amend the End User License Agreement (“**EULA**”) between Customer and SISW solely with regard to the Products identified on the Order as “ACAD” (“**Academic Products**”). These Academic Terms, together with the EULA and other applicable Supplemental Terms form the agreement between the parties (“**Agreement**”). In the event of a conflict, these Academic Terms supersede any other Supplemental Terms, which supersede the EULA.

1. **DEFINITIONS.** Capitalized terms used herein have the meaning as defined elsewhere in the Agreement. The following additional definitions apply to these Academic Terms.
 - (a) “**Academic Institution**” means a Customer that is an academic institution or other qualifying non-profit organization.
 - (b) “**Academic License**” means a license of Academic Products solely for educational or public research purposes to a Customer that has been identified by SISW as an Academic Institution or Student.
 - (c) “**Student**” means a Customer who is an individual student who has purchased a valid Academic License for purposes of studies directly related to a diploma-seeking program.

2. **ACADEMIC LICENSE TERMS.** Academic Product licenses also remain subject to all other applicable Supplemental Terms found at <https://www.plm.automation.siemens.com/global/en/legal/online-terms/index.html>, which are incorporated herein by reference. For Academic Institutions, Authorized Users will also include students enrolled into a diploma-seeking program at the Customer. Additional license and use types may be specified with respect to certain Academic Products as set forth in an Order. Academic Licenses that include SISW’s Parasolid or D-Cubed products shall be subject to a separate agreement between the parties.
 - 2.1. **Use of Academic Licenses.**
 - (a) Customer will use the Academic Products solely for purposes directly related to:
 - (i) teaching, training, or instructing degree-granting programs;
 - (ii) studies and coursework as part of degree-granting programs;
 - (iii) research and development activities whereby all end results and research will be made available to the public or published in the public domain; or
 - (iv) performance of non-profit activities by Authorized Users, such as participation in student competitions, student projects or student demonstrations.
 - (b) Customer may not use Academic Products 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 applicable Academic Product under separate agreement with SISW; (iii) production or any commercial purpose, including but not limited to, commercial processing, paid-for consulting, or processing the work of any affiliates; (iv) developing software for license or sale; and (v) any benchmarking or competitive analysis against software developed by SISW’s competitors.
 - (c) Any Customer which is not an Academic Institution but offers apprenticeships to students for the purpose of a diploma-seeking program may submit a request to purchase Academic Licenses from SISW for use by any such students. SISW will at its sole discretion evaluate the request and, if approved, will deem such Customer an Academic Institution solely for the purpose of granting an Academic License for use by such students for the duration of their apprenticeship at that Customer. All other terms and conditions contained in these Academic Terms remain applicable.
 - 2.2. **Conditions of Academic License.** Customer agrees that (i) 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 Academic Product; and (ii) all software programs and associated documentation developed by Customer which interact and/or interface with the Academic Product will be disclosed to SISW. Such programs and documentation will be made available to SISW in source code form upon request. 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 in advance of such grant or contract restriction.

3. **MAINTENANCE SERVICES.** Maintenance Services are governed by the terms found at <https://www.plm.automation.siemens.com/global/en/legal/online-terms/mes/index.html> which are incorporated herein by reference, with the following deviations:

3.1. **Academic Institutions.**

- (a) SISW will provide Maintenance Services to Academic Institution, 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. Academic Institution will designate a trained technical contact who will serve as a focal point for administering and resolving all Academic Institution requests for support. The technical contact will use best efforts to solve Academic Institution problems or issues related to the Academic Product prior to contacting SISW for assistance. The technical contact will forward all service requests to SISW and will also serve as the recipient of all on-site Maintenance Services.
- (b) Maintenance Services are provided only for the most current release of the Academic Products and consist of the following: (i) telephone support; (ii) bulletin board service in which Academic Institution may electronically log software support requests and access release notes and software information; and (iii) upgrades to the Academic Products, if and when made available by SISW. Upgrades will not include separate software modules that are available for license at additional charge. Academic Institution will install all software updates within 30 days after receipt thereof, or at the end of Academic Institution current semester, whichever is later.

3.2. **Students.** An Academic License is granted to a Student without Maintenance Services of any kind.

4. **WORK PRODUCT AND DATA.** Work product and other data created with Academic Products contain certain limitations that make the data unusable outside the educational use or public research area. If Customer combines or links data created with an Academic Product with other data, then such other data may also be affected by these limitations. SISW has no responsibility or liability whatsoever resulting from Customer's combination of data or linking data created with Academic Products with data otherwise created.

5. **PUBLIC INSTITUTIONS.** If Customer is an Academic Institution that is a public institution unable to agree to the Governing Law and Jurisdiction provision in the EULA due to mandatory law, the following will apply:

5.1. **Governing Law and Jurisdiction.** This Agreement will be governed by the laws of the state or province where the Academic Institution is located. All disputes arising out of or in connection with this Agreement will be subject to the exclusive jurisdiction and venue of the courts of the state or province where Academic Institution is located. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

5.2. **Indemnification.** Any terms and conditions of the Agreement relating to the Customer's indemnification of other parties will only be binding on the Customer to the extent permitted by the governing law.