

Trial and Loaner Licenses Supplemental Terms

These Trial and Loaner Licenses Supplemental Terms (“Trial and Loaner Terms”) amend the End User License Agreement (“EULA”) between the Siemens entity named on the Order (“SISW”) and the customer that accepted the Order (“Customer”), and apply solely with regard to Products identified on the Order Form as “TRIAL” or “LOAN.” These Trial and Loaner Terms, together with the EULA and all applicable Supplemental Terms, form the agreement between the parties (“Agreement”). In the event of a conflict, these Trial and Loaner 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 Trial and Loaner Products. Additional license and use types may be specified with respect to certain Products as set forth in an Order Form. Trial Licenses and Loaner 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 Trial and Loaner 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 Form, granted solely for evaluation purposes and not for any commercial, professional or production purposes, including training and benchmarking.
 - 1.2 **“Loaner License”** means a license for a limited term of the number of months as identified in the Order Form (i.e. 1LOAN is a Loaner for a one-month term). Unless specified otherwise in the applicable Order Form, Customer may use Products under a Loaner License (i) to enable a temporary workaround for a technical situation in Customer’s business, (ii) to facilitate system testing by Customer, server migration or remix evaluation, (iii) for internal training conducted by Customer or SISW, and (iv) for temporary support of production.
2. **ADDITIONAL LICENSE TERMS.** Customer will not disclose Products under a Trial 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 in the Agreement to the contrary, Products furnished under a Trial License or Loaner 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 TRIAL AND LOANER 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 OFFICERS, DIRECTORS AND EMPLOYEES 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 Loaner 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 Loaner License beyond the specified term.