

## END USER LICENSE AGREEMENT FOR SIEMENS' NAVIGATOR PROXY

THIS END-USER LICENSE AGREEMENT ("EULA") IS BETWEEN YOU (EITHER AN INDIVIDUAL OR A LEGAL ENTITY) AND SIEMENS (EACH A "PARTY" AND COLLECTIVELY "PARTIES") FOR "NAVIGATOR PROXY" IN ANY RELEASE AND ANY RELATED ELECTRONIC OR WRITTEN DOCUMENTATION (HEREINAFTER THE "SOFTWARE").

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BY INSTALLING, COPYING, AND/OR USING THE SOFTWARE, YOU ACKNOWLEDGE AND CONFIRM THAT YOU (1) HAVE READ AND UNDERSTOOD THE EULA AS WELL AS ANY OTHER ADDITIONAL TERMS MADE AVAILABLE TO YOU TOGETHER WITH THE SOFTWARE ("ADDITIONAL TERMS"), (2) AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA AND THE ADDITIONAL TERMS AND (3) HAVE THE POWER TO MAKE SUCH A DECLARATION FOR YOUR COMPANY. SIEMENS DOES NOT LICENSE THE SOFTWARE TO YOU IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS EULA. IN SUCH AN EVENT, DO NOT INSTALL THE SOFTWARE AND PROMPTLY CONTACT SIEMENS FOR INSTRUCTIONS ON RETURN OF THE SOFTWARE.

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YOU ARE RESPONSIBLE FOR PREVENTING UNAUTHORIZED ACCESS TO YOUR PLANTS, SYSTEMS, MACHINES AND NETWORKS WHICH SHOULD ONLY BE CONNECTED TO AN ENTERPRISE NETWORK OR THE INTERNET IF AND TO THE EXTENT SUCH A CONNECTION IS NECESSARY AND ONLY WHEN APPROPRIATE SECURITY MEASURES (E.G. FIREWALLS AND/OR NETWORK SEGMENTATION) ARE IN PLACE. ADDITIONALLY, SIEMENS' GUIDANCE ON APPROPRIATE SECURITY MEASURES SHOULD BE TAKEN INTO ACCOUNT. FOR ADDITIONAL INFORMATION, PLEASE CONTACT YOUR SIEMENS SALES REPRESENTATIVE OR VISIT [HTTP://WWW.SIEMENS.COM/INDUSTRIALSECURITY](http://www.siemens.com/industrialsecurity).

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2. **LICENSE GRANT AND USE RESTRICTIONS.** SIEMENS GRANTS TO YOU A NON-EXCLUSIVE, NON-TRANSFERABLE LICENSE TO USE THE SOFTWARE IN OBJECT CODE FORM AND SOLELY FOR YOUR OWN USE. THE LICENSE GRANT IS SUBJECT TO THE FOLLOWING LIMITATIONS:
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  - B) IF THE SOFTWARE WAS OBTAINED BY YOU FROM SIEMENS OR ITS DISTRIBUTORS FOR NETWORKED USE, YOU MAY COPY AND DISTRIBUTE THE SOFTWARE OVER AN INTERNAL NETWORK FOR USE, AT ANY ONE TIME, BY THE NUMBER OF ACTIVE CONCURRENT USERS FOR WHICH YOU OBTAINED A LICENSE KEY FROM SIEMENS.
  - C) YOU MAY MAKE ONLY ONE COPY OF THE SOFTWARE AS AN ARCHIVAL BACKUP COPY OF THE ORIGINAL. IF THIS SOFTWARE INCLUDES ANY RELATED DOCUMENTATION PROVIDED IN ELECTRONIC FORM, YOU MAY PRINT COPIES OF THIS ELECTRONIC DOCUMENTATION.
  - D) YOU MAY NOT DISTRIBUTE, SUBLICENSE, RENT, LEND, LEASE, ASSIGN OR TRANSFER THIS EULA, THE SOFTWARE OR ITS COMPONENTS, IN WHOLE OR IN PART WITHOUT EXPRESS WRITTEN CONSENT FROM SIEMENS.

- E) YOU MAY NOT OR DIRECT ANY THIRD PARTY TO REVERSE ENGINEER, DE-COMPILE, OR DISASSEMBLE THOSE SOFTWARE PROGRAMS EXCEPT AND ONLY TO THE EXTENT THAT SUCH ACTIVITY IS EXPRESSLY PERMITTED BY APPLICABLE LAW NOTWITHSTANDING THIS LIMITATION.
  - F) YOU ALSO SHALL NOT OR DIRECT ANY THIRD PARTY TO (i) MODIFY OR CREATE A DERIVATIVE WORK OF THE SOFTWARE, OR (ii) EXTRACT ANY INDIVIDUAL PARTS EXCEPT AND ONLY TO THE EXTENT THAT SUCH ACTIVITY IS EXPRESSLY PERMITTED BY APPLICABLE LAW NOTWITHSTANDING THIS LIMITATION.
  - G) THIS EULA DOES NOT GRANT YOU ANY RIGHTS WHATSOEVER IN RELATION TO THE TRADEMARKS OR SERVICE MARKS OF SIEMENS.
3. **MISUSE OF THE LICENSED SOFTWARE** IF A MISUSE OF THE SOFTWARE BY YOU REQUIRES SIEMENS OR ANY LICENSOR OF SIEMENS TO ENGAGE IN ANY LEGAL OR OTHER PROCEEDING TO ENFORCE THEIR RIGHTS UNDER THIS EULA, SIEMENS AND/OR ITS LICENSOR SHALL BE ENTITLED TO RECOVER FROM YOU, IN ADDITION TO ANY OTHER SUMS DUE, REASONABLE ATTORNEY'S FEES, COSTS AND DISBURSEMENTS UNLESS OTHERWISE AGREED IN A SEPARATE WRITING BETWEEN THE PARTIES.
4. **ADDITIONAL TERMS FOR THIRD PARTY COMPONENTS.** THIS EULA APPLIES TO UPDATES, RELEASES, REVISIONS, ENHANCEMENTS, OR SUPPLEMENTS TO THE ORIGINAL SOFTWARE PROVIDED BY LICENSOR OR SIEMENS ("UPDATES"), UNLESS LICENSOR OR SIEMENS PROVIDE OTHER TERMS ALONG WITH THE UPDATE. THE SOFTWARE MAY CONTAIN CERTAIN COMPONENTS SUCH AS OPEN SOURCE SOFTWARE COMPONENTS OR THIRD PARTY COMPONENTS LICENSED BY SIEMENS (EACH, A "COMPONENT"). EACH COMPONENT MAY HAVE A SEPARATE END USER LICENSE AGREEMENT (A "THIRD PARTY LICENSE"). THE TERMS OF ANY THIRD PARTY LICENSE (IF ANY) THAT APPLY TO THE SOFTWARE ARE SPECIFIED AND PART OF THE ADDITIONAL TERMS.
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6. **TERMINATION.** THIS EULA IS EFFECTIVE FROM THE FIRST DATE YOU INSTALL, COPY OR OTHERWISE USE THE SOFTWARE. YOU MAY TERMINATE THIS EULA AT ANY TIME BY DELETING OR DESTROYING THE SOFTWARE, ALL BACKUP COPIES AND ALL RELATED MATERIALS PROVIDED TO YOU BY SIEMENS EXCEPT WHERE OTHERWISE IS AGREED BETWEEN SIEMENS AND YOU. WITHOUT PREJUDICE TO ANY OTHER RIGHTS OF LICENSOR OR SIEMENS, YOUR LICENSE RIGHTS TERMINATE AUTOMATICALLY AND IMMEDIATELY WITHOUT NOTICE IF YOU FAIL TO COMPLY WITH ANY PROVISION OR CONDITION OF THIS EULA. IN SUCH A CASE YOU WILL BE OBLIGED TO DESTROY ALL COPIES, ALL RELATED MATERIALS OF THE SOFTWARE AND ALL ITS COMPONENTS.
7. **WARRANTY DISCLAIMER.** UNLESS SIEMENS AGREES IN A SEPARATE WRITING TO PROVIDE AN EXCEPTION TO THIS WARRANTY DISCLAIMER WITH RESPECT TO THE SOFTWARE SIEMENS SHALL BE ONLY LIABLE FOR DEFECTS AND ANY VIOLATION OF PROPERTY RIGHTS AS SET FORTH IN THIS CLAUSE AS FOLLOWS:

YOU ACKNOWLEDGE THE SOFTWARE IS PROVIDED "AS IS" AND NEITHER SIEMENS NOR ANY OF THE LICENSORS MAKE ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE PARTICULAR PURPOSE OR THAT THE SOFTWARE WILL NOT INFRINGE ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS. THERE IS NO WARRANTY BY SIEMENS OR THEIR LICENSOR OR BY ANY OTHER PARTY THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY A SIEMENS REPRESENTATIVE SHALL CREATE A WARRANTY OF IN ANY WAY AFFECT THIS DISCLAIMER. YOU ASSUME ALL RESPONSIBILITY TO ACHIEVE YOUR INTENDED RESULTS AND FOR THE INSTALLATION, USE, AND RESULTS OBTAINED FROM IT. THIS EXCLUSION SHALL NOT APPLY IN THE EVENT OF GROSS NEGLIGENCE, UNLAWFUL INTENT OR INsofar AS MANDATORY LAW PROVIDES OTHERWISE.

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9. **TECHNICAL SUPPORT AND AUDIT.** SIEMENS AND ITS AFFILIATES HAVE NO OBLIGATION TO FURNISH YOU WITH TECHNICAL SUPPORT SERVICES OR TO DEBUG THE SOFTWARE UNLESS SEPARATELY AGREED IN WRITING BETWEEN YOU AND SIEMENS. SIEMENS AND WHERE APPLICABLE THEIR LICENSORS IN THE SOFTWARE SHALL BE FREE TO USE ANY FEEDBACK AND/OR TECHNICAL DATA INCLUDING AUDIT DATA RECEIVED FROM YOU RESULTING FROM YOUR ACCESS TO AND USE OF THE SOFTWARE FOR ANY PURPOSE INCLUDING (WITHOUT LIMITATION) DEVELOPMENT, MANUFACTURE, MARKETING, PRODUCT ORDERING, AND MAINTENANCE OR SUPPORT OF PRODUCTS AND SERVICES. IF AND INsofar AS PERMISSIBLE UNDER THE RELEVANT LAWS YOU PERMIT SIEMENS AND ITS AFFILIATES TO AUDIT THE USE OF THE SOFTWARE AND WILL GIVE ASSISTANCE AND ACCESS TO THE NECESSARY INFORMATION.
10. **DATA PROTECTION:** YOU ACKNOWLEDGE THAT SIEMENS USES A SOFTWARE BASED SOLUTION FOR ADMINISTRATION OF DATA AND LICENSE INFORMATION. YOU AGREE THAT SIEMENS STORES AND USES ALL DATA AND INFORMATION REQUIRED FOR THE BUSINESS RELATIONSHIP BETWEEN YOU AND SIEMENS OR RESULTING FROM SAID RELATIONSHIPS, ESPECIALLY BUT NOT LIMITED TO CONTRACTUAL DOCUMENTS AND PAPERS AS WELL AS DATA AND INFORMATION OF AND ABOUT YOU AND YOUR AUXILIARY PERSONS NECESSARY FOR THE PERFORMANCE OF THE CONTRACT. SUCH INFORMATION MAY BE STORED AND USED IN AND OUTSIDE SWITZERLAND. FURTHERMORE, ALL THIS DATA AND INFORMATION MAY BE DISCLOSED TO SIEMENS' ASSOCIATED COMPANIES FOR CORRESPONDING PROCESSING, ESPECIALLY FOR PROVIDING SERVICES, FULFILLMENT OF LEGAL REQUIREMENTS OR FOR SIEMENS INTERNAL AUDIT AND/OR SUPERVISORY REQUIREMENTS; THIS ALWAYS IN COMPLIANCE WITH RESPECTIVELY APPLICABLE DATA PROTECTION LAWS
11. **EXPORT CONTROL.** THE SOFTWARE, INCLUDING TECHNICAL DATA / CRYPTOGRAPHIC SOFTWARE, MAY BE SUBJECT TO SWISS, GERMAN, EUROPEAN UNION AND U.S. EXPORT CONTROLS AND MAY BE SUBJECT TO IMPORT OR EXPORT CONTROLS IN OTHER COUNTRIES. YOU AGREE TO STRICTLY COMPLY WITH ALL APPLICABLE IMPORT AND EXPORT REGULATIONS WHEN DISTRIBUTING OR USING THE SOFTWARE. SIEMENS SHALL NOT BE OBLIGATED TO FULFILL THIS AGREEMENT IF SUCH FULFILLMENT IS PREVENTED BY ANY IMPEDIMENTS ARISING OUT OF SWISS NATIONAL OR EUROPEAN COMMUNITY AND US RE-EXPORT INTERNATIONAL FOREIGN TRADE OR CUSTOMS REQUIREMENTS OR ANY EMBARGOES OR OTHER SANCTIONS.
12. **FOR U.S. GOVERNMENT END USERS:** THE LICENSED SOFTWARE WAS DEVELOPED AT PRIVATE EXPENSE AND IS A "COMMERCIAL ITEM" AS THAT TERM IS DEFINED AT 48 C.F.R. 2.101, CONSISTING OF "COMMERCIAL COMPUTER SOFTWARE" AND "COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" AS SUCH TERMS ARE USED IN 48 C.F.R. 12.212. CONSISTENT WITH 48 C.F.R. 12.212 AND 48 C.F.R. 227.7202-1 THROUGH 227.7202-4, ALL U.S. GOVERNMENT END USERS ACQUIRE THE LICENSED SOFTWARE WITH ONLY THOSE LIMITED RIGHTS SET FORTH THEREIN.
13. **MISCELLANEOUS.** UNLESS SIEMENS HAS GIVEN SEPARATE INDIVIDUAL CONTRACT CONDITIONS IN WRITING THIS EULA REPRESENTS THE ENTIRE AGREEMENT BETWEEN YOU AND SIEMENS RELATING TO THE SOFTWARE AND (i) SUPERSEDES ALL PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN COMMUNICATIONS WITH RESPECT TO ITS SUBJECT MATTER; AND (ii) PREVAILS OVER ANY CONFLICTING OR ADDITIONAL TERMS OF ANY COMMUNICATION BETWEEN THE PARTIES DURING THE TERM OF THIS EULA. IF ANY PROVISION OF THIS EULA IS HELD INVALID, ALL OTHER PROVISIONS SHALL REMAIN VALID UNLESS SUCH VALIDITY WOULD FRUSTRATE THE PURPOSE OF THIS EULA, AND THIS EULA SHALL BE ENFORCED TO THE FULL EXTENT ALLOWABLE UNDER APPLICABLE LAW.