

Terms of Use

IMPORTANT - READ CAREFULLY:

This Siemens PLM Software End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Siemens PLM Software for the Siemens PLM Software E-Learning product (referred to as "SOFTWARE PRODUCT").

The SOFTWARE PRODUCT includes computer software and may include associated media, printed materials, and electronic documentation. The SOFTWARE PRODUCT also includes any updates and supplements to the original SOFTWARE PRODUCT provided to you by Siemens PLM Software. Any software provided along with the SOFTWARE PRODUCT that is associated with a separate end-user license agreement is licensed to you under the terms of that license agreement. By installing, copying, downloading, accessing, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA.

SOFTWARE PRODUCT LICENSE

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties. The SOFTWARE PRODUCT is licensed, not sold.

1. GRANT OF LICENSE.

This EULA grants you the following rights:

- Applications Software. You may install, use, access, display or otherwise interact with ("RUN") the SOFTWARE PRODUCT solely within the companies location to which it is licensed.
- Reservation of Rights. All rights not expressly granted are reserved by Siemens PLM Software.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

- Academic Edition Software. If the SOFTWARE PRODUCT is identified as "Academic Edition" or "AE," you must be a "Qualified Educational User" to use the SOFTWARE PRODUCT. If you are not a Qualified Educational User, you have no rights under this EULA. To determine whether you are a Qualified Educational User, please contact the Siemens PLM Software contact person in your country.
- Trademarks. This EULA does not grant you any rights in connection with any trademarks or service marks of Siemens PLM Software or respective owners of applied software and or names and logos.
- Rental. You may not rent, lease, or lend the SOFTWARE PRODUCT. You may not rent, lease, or lend your login data for the E-Learning account.
- Not for Resale Software. This SOFTWARE PRODUCT is Not for Resale. Your use of the SOFTWARE PRODUCT is limited to use for demonstration, test, or evaluation purposes and you may not resell, or otherwise transfer for value, the SOFTWARE PRODUCT.
- Application Sharing. You should contact the licensor to determine whether application sharing is permitted by the licensor.
- Software Transfer. The initial licensee of the SOFTWARE PRODUCT may not further transfer this EULA and SOFTWARE PRODUCT.
- Termination. Without prejudice to any other rights, Siemens PLM Software may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the SOFTWARE PRODUCT and all of its component parts.



3. COPYRIGHT

All title and copyrights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by Siemens PLM Software. All title and intellectual property rights in and to the content that may be accessed through use of the SOFTWARE PRODUCT is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. If this SOFTWARE PRODUCT contains documentation that is provided only in electronic form, you may print such electronic documentation.

4. DUAL-MEDIA SOFTWARE

You may receive the SOFTWARE PRODUCT in more than one medium. Regardless of the type or size of medium you receive, you may not loan, rent, lease, or otherwise transfer the other medium to another user.

5. NOTE ON JAVA SUPPORT

The SOFTWARE PRODUCT may contain support for programs written in JAVA. JAVA Technology is not fault tolerant and is not designed, manufactured, or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems in which the failure of JAVA technology could lead directly to death, personal injury, or severe physical or environmental damage.

MISCELLANEOUS

Should you have any questions concerning this EULA, or if you desire to contact Siemens PLM Software for any reason, please contact the Siemens PLM Software serving your country.

LIMITATION OF LIABILITY.

To the maximum extent permitted by applicable law, in no event shall Siemens PLM Software be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the SOFTWARE PRODUCT or the provision of or failure to provide Support Services, even if Siemens PLM Software has been advised of the possibility of such damages. In any case, Siemens PLM Software's entire liability under any provision of this EULA shall be limited to the greater of the amount actually paid by you for the SOFTWARE PRODUCT.