

SIEMENS

SIMATIC

STEP 7-Micro/WIN SMART V2.0

Open Source Software (OSS) License Conditions

For zlib – V1.2.3

10/2013

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(2011-08-01)

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1.7 In case the Licensee obtains only the data media but no license as per the Order Data or the CoL, any use of the SW by the Licensee is subject to the acquisition of a license according to Section 2. Up to the acquisition of the license, the Licensee is not entitled to supply the SW to third parties.

1.8 In case the SW contains Open Source Software or any similar software of a third party (hereinafter referred to as "OSS") the OSS is listed in the Readme_OSS-file of the SW. The Licensee is entitled to use the OSS in accordance with the respective license conditions of the OSS. The license conditions are provided on the same data carrier as the SW. The license conditions of the respective OSS shall prevail over these General License Conditions with respect to the OSS. If the license conditions of the OSS require the distribution of the source code of such OSS we shall provide such source code on request against payment of the shipping and handling charges.

1.9 The SW may be or contain licensed software other than OSS, i.e. software which has not been developed by us itself but which has been licensed to us by a third party (hereinafter referred to as the "Licensor"), e.g. Microsoft Licensing Inc. If the Licensee receives the terms and conditions stipulated by the relevant Licensor together with the SW in the Readme_OSS file in this case, such terms and conditions shall apply with respect to the Licensor's liability vis-à-vis the Licensee. Our own liability vis-à-vis the Licensee shall be governed in any case by these General License Conditions.

2. License Type

Depending on the License Type, the Licensee shall be granted the following rights to the SW:

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The term "One Off License" or "Copy License" which may be used in the Software Product Sheet corresponds to the term "Single License". The following regulation shall apply to the full scope of the One Off License / Copy License. The Licensee shall be granted the non-exclusive right, transferable in accordance with Clause 5.3 and valid for an unlimited period of time, to install the SW in one (1) Instance and to utilize the SW thus installed in the manner specified in the Order Data or CoL (see "Type of Use").

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The Licensee shall be granted the non-exclusive right, transferable in accordance with Clause 5.3 and valid for an unlimited period of time, to install the SW on any desired number of the Licensee's hardware devices. The number of objects (for example, users or devices) permitted to utilize the SW at the same time can be derived from the Order Data or CoL (see "Type of Use").

2.3 Rental License

The Licensee shall be granted the non-exclusive right, transferable in accordance with Clause 5.3 and limited in time as stipulated in the Order Data or CoL (see "Type of Use"), to install and use the SW in one (1) Instance. If the period of use is specified in hours, the usage decisive for the calculation of the time limit commences with the software start-up and finishes with its shut-down. If the period of usage is specified in days, weeks or months, the specified period, which commences in conjunction with the first SW start-up, shall apply independently of the actual time of usage. If the period of use is specified with a date, the right of use ends on this date – regardless of the actual period of use.

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The Licensee shall be granted the non-exclusive right, transferable in accordance with Clause 5.3 and limited in time as stipulated in the Order Data or the CoL (s. "Type of use"), to install the SW on any desired number of the Licensee's hardware devices. The number of objects (for example, users or devices) permitted to utilize the SW at the same time can be derived from the Order Data or CoL (see "Type of Use) as well. If the period of use is specified in hours, the usage decisive for the calculation of the time limit commences with the software start-up and finishes with its shut-down. If the period of usage is specified in days, weeks or months, the specified period, which commences in conjunction with the first SW start-up, shall apply independently of the actual time of usage. If the period of use is specified with a date, the right of use ends on this date – regardless of the actual period of use.

2.5 Demo License

The Licensee shall be granted the non-exclusive right, transferable in accordance with Clause 5.3 and limited in time as stipulated in the Order Data or the CoL (s. "Type of use"), to install the SW in one (1) Instance and to use it for validation purposes. If the period of usage is specified in days, weeks or months, the specified period, which commences in conjunction with the first SW start-up, shall apply independently of the actual time of usage. If the period

of use is specified with a date, the right of use ends on this date – regardless of the actual period of use.

2.6 Demo Floating License

The Licensee shall be granted the non-exclusive right, transferable in accordance with Clause 5.3 and limited in time as stipulated in the Order Data or the CoL (s. "Type of use"), to install the SW on any desired number of the Licensee's hardware devices. The number of objects (for example, users or devices) permitted to utilize the SW at the same time can be derived from the Order Data or CoL (see "Type of Use") as well. If the period of usage is specified in days, weeks or months, the specified period, which commences in conjunction with the first SW start-up, shall apply independently of the actual time of usage. If the period of use is specified with a date, the right of use ends on this date – regardless of the actual period of use.

2.7 Trial License

The Licensee shall be granted the non-exclusive and non-transferable right to install the SW in one (1) Instance and to use it for validation purposes in the manner specified in the Order Data or CoL (see "Type of Use"). The period of usage is limited to 14 days and commences with the SW start-up, unless a different period of usage is specified in the Order Data or CoL.

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If the Software Type is not specified in the Order Data or CoL, the rights specified in Clause 3.2 (Runtime Software) shall apply to the SW.

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If the Licensee incorporates R-SW or any parts thereof into its own programs or data, it shall purchase a license with respect to the R-SW each time it installs or copies - depending on what is done first - its own programs or data containing R-SW or parts thereof, in accordance with the relevant intended Type of Use and on the basis of the Siemens catalog valid at that time. In the event that the Licensee supplies the specified programs or data to third parties for their use, these parties shall be bound in writing to adhere to stipulations corresponding to those in Section 5, with respect to the R-SW parts contained therein. The aforesaid shall not affect the Licensee's obligation to purchase a license for the R-SW if the R-SW original is copied. If the R-SW contains tools for parameterization/configuration and extended rights have been granted in this regard, this will be detailed in the readme file of the R-SW.

4. Upgrade and PowerPack

If it is apparent from the Order Data or CoL, e.g. by the addition "Upgrade" or "PowerPack" after the SW product name, that the SW is an upgrade for another software item (hereinafter referred to as "Source License"), the rights originally granted to the Licensee to use the Source License end in conjunction with the upgrade measure. The rights of use in accordance with Clause 1.6 remain unaffected by this. However, the Licensee is entitled to undo the upgrading (downgrading) - if this is intended from a technical point of view - and to exercise the rights to use the SW granted to it with respect to the Source Version in accordance with Clause 1.5.

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5.4 If the SW is a PowerPack or an Upgrade, the Licensee shall keep the CoL of the Source License and submit it to us at any time, if requested, together with the CoL for the SW. In the event that the Licensee transfers its right to use the PowerPack SW or Upgrade SW in accordance with Clause 5.3, it shall also submit the CoL of the Source License to the third party.

5.5 If the Licensee receives a data medium which, in addition to the SW, contains further software products which are released for use, then it shall have the right to use these released software products exclusively for validation purposes, for a limited period of time and free of charge. The period of use shall be limited to 14 days, commencing with the first start-up of the relevant software program unless a different period is specified e.g. in the readme file of the relevant software product. These software products supplied exclusively for validation purposes shall be governed, mutatis mutandis, by the stipulations contained in these General License Conditions. The Licensee shall not be authorized to pass on these software products separately, i.e. without the SW, to a third party.

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