

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. Specifically, You agree, to the extent required by U.S. Export Administration Regulations, that You shall not disclose or otherwise export or re-export the Licensed Software or any part thereof delivered under this EULA to any country (including a national or resident of such country) to which the U.S. has restricted or prohibited the export of goods or services.

12. APPLICABLE LAW AND FORUM. This EULA is governed by the laws of Switzerland. No choice of law rules of any jurisdiction will apply. Any disputes arising out of or relating to this EULA shall be settled by the courts in Zurich provided you are a merchant.

13. MISCELLANEOUS. This EULA represents the entire agreement between You and Siemens relating to the Licensed Software and (i) supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter; and (ii) prevails over any conflicting or additional terms of any acknowledgement or similar communication between the parties during the term of this License. Notwithstanding the foregoing, some products of Siemens may require You to agree to additional terms through an on-line "click-wrap" license, and such terms shall supplement 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. No modification to this EULA is binding, unless in writing and signed by a duly authorized representative of each party. This EULA shall be binding on and shall inure to the benefit of the heirs, successors, and assigns of the parties hereto. The failure of either party to enforce any right resulting from the breach of any provision of this EULA by the other party will not be deemed a waiver of any right related to a subsequent breach of such provision or any other right hereunder.

Siemens Switzerland Ltd.

8 000 035 618

CM110768en

END USER LICENSE AGREEMENT

IMPORTANT--READ CAREFULLY: This End-User License Agreement ("EULA") is between You and Siemens Switzerland Ltd., ("Siemens"). The EULA authorizes You to use the Licensed Software, specified in Clause 1 below, under the terms and conditions set forth below.

Read this EULA carefully before installing or using the Licensed Software. By installing, copying, and/or using the Licensed Software, You acknowledge that You have read and understood the EULA and agree to be bound by all of the terms and conditions stated below. You further agree that if Siemens or any licensor of Siemens is required to engage in any proceeding, legal or otherwise, 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. If You do not agree to all of the terms and conditions of this EULA, Siemens is unwilling to license the Licensed Software to you. In such an event, you should not install the Licensed Software and promptly contact Siemens for instructions on return of Licensed Software. This EULA governs any Updates, releases, revisions, or enhancements to the Licensed Software.

1. Licensed Software. As used in this EULA, the term "Licensed Software" means the software "DESIGO™ INSIGHT" in any release.

2. COPYRIGHT. The Licensed Software and all rights, without limitation including proprietary rights therein, are owned by Siemens, their licensors or affiliates and are protected by international treaty provisions and all applicable national laws. The structure, organization, and code of the Licensed Software are the valuable trade secrets and confidential information of Siemens, their licensors or affiliates. You must reproduce and include the copyright notices with any permitted copies You make of the Licensed Software.

3. LICENSE AND USE. Siemens grants to You a non-exclusive, non-transferable license to use the Licensed Software in object code solely for your own use. The configuration and execution of the Licensed Software is supervised by a hardware dongle and license key, supplied separately to the Licensed Software. The EULA permits use of the Licensed Software, only within the boundaries established by the dongle and the license key.

DVD Booklet

Cut to size approx.
(238 x 183 mm)
and fold

4. LIMITATIONS ON LICENSE. You may not copy, distribute, or make derivative works of the Licensed Software except as follows:

(a) You may make one copy of the Licensed Software, excluding the documentation, as an archival backup copy of the original. Any other copies You make of the Licensed Software are in violation of this EULA.

(b) You may not use, modify, or transfer the right to use the Licensed Software other than together with the accompanying hardware or copy the Licensed Software except as expressly provided in this EULA.

(c) You may not sublicense, rent or lease the Licensed Software.

(d) You may not reverse engineer, de-compile, or disassemble those Licensed Software programs except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

(e) This Licensed Software contains software developed using CITECT SOFTWARE, Copyright Citect Pty Ltd. The following additional restrictions in the use of this Licensed Software thus apply. This Licensed Software may not be sold, sub-licensed or otherwise disposed of as an independent product offering. Neither you, nor your customers or your Original Equipment Manufacturers may use this Licensed Software or parts thereof as a standard SCADA system. Any product including its documentation developed by using this Licensed Software has also to be marked "Developed using CITECT SOFTWARE. Copyright Citect Pty. Ltd., 1999-2004".

(f) Parts of the Licensed Software may be supplied by third parties and may be subject to separate license terms.

5. MISUSE OF THE LICENSED SOFTWARE OR DATA GENERATED BY THE LICENSED SOFTWARE IS STRICTLY PROHIBITED BY LICENSOR, MAY VIOLATE SWISS, U.S. AND OTHER LAWS AND MAY SUBJECT YOU TO SUBSTANTIAL LIABILITY. You are solely responsible for any misuse of the Licensed Software under this EULA and for any liability or damage related in any way to your use of the Licensed Software in violation of this EULA. You are also responsible for using the Licensed Software in accordance with the limitations of this EULA.

6. TERMINATION. This EULA is effective from the first date You install, copy or otherwise use the Licensed Software. You may terminate this license at any time by deleting or destroying the Licensed Software, all back up copies and all related materials provided to You by Siemens. Your license rights terminate automatically and immediately without notice if You fail to comply with any provision of this EULA.

7. YOU ACKNOWLEDGE THE LICENSED SOFTWARE IS PROVIDED "AS IS" AND NEITHER SIEMENS NOR ANY OF THEIR LICENSORS MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE LICENSED SOFTWARE WILL NOT INFRINGE ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS. THERE IS NO WARRANTY BY SIEMENS OR THEIR LICENSORS OR BY ANY OTHER PARTY THAT THE FUNCTIONS CONTAINED IN THE LICENSED 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 OR 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.

8. NO OTHER OBLIGATIONS. This EULA creates no obligations on the part of Siemens other than as specifically set forth herein.

9. LIMITATION OF LIABILITY. IN NO EVENT SHALL SIEMENS, ITS EMPLOYEES, LICENSORS, AFFILIATES OR AGENTS BE LIABLE FOR ANY LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, PROPERTY DAMAGE, LOSS OF PROFITS, INTERRUPTION OF BUSINESS OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, ECONOMIC, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE, OR OTHER THEORY OF LIABILITY, OR ARISING OUT OF THE USE OF OR INABILITY TO USE THE LICENSED SOFTWARE, EVEN IF SIEMENS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATION OF LIABILITY SHALL NOT APPLY IF AND TO THE EXTENT SIEMENS LIABILITY IS MANDATORY UNDER THE APPLICABLE LAW E.G. PRODUCT LIABILITY LAW OR INTENSIONAL MISCONDUCT.

10. TECHNICAL SUPPORT. Siemens has not an obligation to furnish You with technical support unless separately agreed in writing between You and Siemens.

Siemens and where applicable their licensors in the Licensed Software shall be free to use any feedback received from You resulting from your access to and use of the Licensed Software for any purpose including (without limitation) the manufacture, marketing and maintenance or support of products and services.