3. Software Type

The Customer may acquire from Siemens both Engineering Software and other types of Software.

3.1. Engineering Software

The following shall apply if it is made clear in the description of the Software that the Customer has acquired "Engineering Software":

If, during the intended use of the Engineering Software the Customer uses the Engineering Software or

5. Further rights and duties of the Customer

5.1. Restrictions

The Customer shall have no right to rent out or sub-license Software, or to publicly make it available or accessible by way of cable or wireless, or to make it available to third parties for any charge or free of charge, e.g., in the course of application service providing or as "Software as a Service".

5.2. Presentation of the CoL

The Customer shall present the CoL received for the Software to Siemens at any time if requested to do so by Siemens. If the Software is a Service Pack or other new release of the Software, the Customer shall retain the CoL for the Earlier Version and present it together with the CoL for the Software at any time if requested to do so by Siemens.

5.3. Transfer

5.3.1. Right of transfer

The Customer is entitled to transfer any licenses it has acquired with an unlimited period of use to a third party. If the Customer does transfer such licenses to third parties, it shall cease to use the Software and shall remove the installed copies of the Software from its equipment and its Instances and erase any copies located on other data media or, at the request of Siemens, shall provide the same to Siemens insofar as the Customer is not required to retain the same for a longer period in accordance with applicable law. The use of any such retained copies is prohibited.

5.3.2. Transfer of license key, dongle, contract documents and content

If the Customer has received a license key for the Software, this key shall be supplied to the third party together with the Software. The same shall apply in respect of any dongle that was included in the scope of services for the Software. Furthermore, the Customer shall submit to the third party the order confirmation and the CoL together with the Agreement and shall conclude with the third party an agreement whose content corresponds to Section 2, 3 and 5 of this Software Licensing Terms.

5.3.3. Presentation and transfer of the CoL, confirmation, transfer of duties

The Customer shall also transfer to the third party the CoL of the Earlier Version if it transfers an upgraded version of the Software as described in Section 5.3
shall confirm in writing that the Customer completed the measures set out in Section 5.3 or shall describe to Siemens as necessary and as applicable any reasons for a longer retention. In addition, the Customer shall make the third party expressly subject to the duties to observe the rights granted in accordance with Sections 2 and 3 and the duties in accordance with Section 5.

5.4. Validation

If the Customer receives a data medium which, in addition to the Software, contains further programs which are released for use, 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. Such 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.

Such software products supplied exclusively for validation purposes shall be governed by the Agreement. The Customer shall not be authorized to pass on these software products separately, i.e. without the Software, to a third party.

Definitions.

| CoL | The Certificate of License, which contains information about the type of rights of use acquired for the Software. If there is a CoL for the Software, the CoL is appended to the Software or the delivery note. |

Dongle	Special item of software or hardware (e.g., a USB dongle) to protect the licenses. The Dongle and the Software protected by the Dongle must be connected as described in the Documentation, otherwise use of the Software will be significantly restricted or impossible.
Earlier Version	Earlier release of the Software; normally such is recognizable from the change in the version number.
Entitlements	May also be defined in the COL.
Instance	Either an instance in a physical operating system environment or an instance in a virtual operating