**Siemens**

**APPROVED END USER APPENDIX: [FULL LEGAL NAME OF END USER**]

This Approved End User Appendix (“Appendix”) is attached to and made part of the contract referencing Quotation No.       (“Quotation”), between Siemens Industry Software Inc. (“SISW”) and       (“Customer”). Full Legal Name of End User (“End User”), a [jurisdiction where organized] company having its registered address at [insert address], is an active member of a research and development hub under the CHIPS Act’s Microelectronics Commons program, and End User is working on a Project, which is defined in the Quotation as a U.S. Government-funded project under the CHIPS Act’s Microelectronics Commons program. End User will use Products provided under the Quotation solely for a Project.

1. For Products provided under the Quotation, End User will comply with the terms of the Quotation as well as the license, confidentiality, export, and user restrictions/responsibilities terms and conditions in its signed license agreement with Siemens Industry Software Inc. applicable to the Products (i.e., EDA Software), or if End User does not have such a signed license agreement, End User will comply with the license, confidentiality, export, and user responsibilities terms and conditions in SISW’s standard End User License Agreement with EDA Software Supplemental Terms, which may be viewed at https://www.sw.siemens.com/en-US/sw-terms/ (in either case, “EULA”). Any conflicts shall be resolved in the following order of precedence: this Appendix, the Quotation, and the EULA. For Products provided under the Quotation, unless otherwise expressly agreed by SISW, End User does not have separate rights from Customer to: delivery of Products, remedies, or support or maintenance services. End User acknowledges that it has received a copy of the Quotation and that it is the confidential information of SISW and will not be disclosed other than to its employees with a need to know.

2. End User agrees that all use of Products must be solely for work on a Project at an End User site or via secure remote access to Customer’s or End User’s network during the shorter of the term of the Products or the duration of End User’s work on a Project. If End User ceases to work on a Project, End User shall promptly cease use of the Products and destroy any copies of software and authorization codes in its possession and certify in writing to SISW that it has done so.

3. End User may allow its majority-owned subsidiaries, excluding SISW competitors, to use Products for work on a Project, provided that End User shall be responsible for each such majority-owned subsidiary’s compliance with the terms of this Appendix, the Quotation, and the EULA. End User may allow its employees to use Products for telecommuting purposes provided that each user maintains personal possession of the computer on or through which the Products are accessed, and no other party is allowed access or use, and uses security protection on the computer on or through which the Products are accessed, sufficient to prevent unauthorized access to the Products.

4. End User agrees that Products and Documentation are “Commercial Products” developed exclusively at private expense and “Commercial Computer Software” or “Computer Software Documentation”, as defined in 48 C.F.R. §2.101 and 48 C.F.R. §252.227-7014(a)(1) and (a)(5), as applicable. Products and Documentation may only be used under the terms and conditions of the Quotation and EULA as required by 48 C.F.R. §12.212 and 48 C.F.R. §227.7202. The U.S. Government will only have the rights set forth in the Quotation and EULA, which supersedes any conflicting terms or conditions in any government order document, except for provisions which are contrary to applicable mandatory federal laws.

5. Unless otherwise noted, capitalized terms in this Appendix shall have the same meanings as set forth in the Quotation and the EULA. This Appendix, and SISW’s approval of End User’s access to Products, is effective as of the date last signed below by authorized representatives of each party.

**ACKNOWLEDGED AND AGREED BY:**

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| --- | --- |
| **END USER:** | **SISW: SIEMENS INDUSTRY SOFTWARE INC.** |
| Address: | Address: 5800 Granite Parkway, Suite 600 |
| Address: | Address: Plano, TX 75024 |
|  |  |
| Signature: | Signature: |
| Typed Name: | Typed Name: |
| Title: | Title: |
| Date: | Date: |