

Ordering Document
PM Process Management System

Catalog 11/2008

Prices and Ordering Data 1

Scope of Delivery 2

Support 3

Conditions of Sale and Delivery 4

Appendix A

1	Prices and Ordering Data		
1	Prices and Ordering Data	Page	I-1
1.1	PM-CONTROL Recipe / Product Data Management, Job Control	Page	1-1
1.2	PM-QUALITY Job / Batch-Oriented Archiving and Reporting	Page	1-4
1.3	PM-MAINT The Intelligent Maintenance Management System	Page	1-6
1.4	PM-ANALYZE Analysis of Alarms and Process Data	Page	1-9
1.5	PM-OPEN TCP/IP Online Computer Link via TCP/IP	Page	1-11
1.6	PM-OPEN EXPORT Exporting Process Data	Page	1-12
1.7	PM-OPEN IMPORT Importing Process Data	Page	1-13
1.8	PM-OPEN PI Online Link to PI – Plant Information System	Page	1-14
1.9	PM-OPEN HOST/S Connectivity Tools for SAP R/3	Page	1-16
1.10	PM-LANGUAGE Systemtext Editor for PM Products	Page	1-18
1.11	PM-AGENT Connection to SIMATIC WinCC / PCS7	Page	1-19
1.12	PM-Access-Control Protecting access to the operating system	Page	1-20
1.13	General Publications	Page	1-21
2	Scope of Delivery	Page	2-1
3	Support	Page	3-1
3.1	Training	Page	3-1
3.2	Services	Page	3-3
3.3	Call Center	Page	3-3
3.4	WinCC Competence Center Mannheim in the World Wide Web (WWW)	Page	3-4
3.5	News-Mail Service	Page	3-4

1 Prices and Ordering Data

4	Conditions of Sale and Delivery	Page	4-1
4.1	Quantity Discounts	Page	4-1
4.2	Conditions of Sale and Delivery	Page	4-1
A	Appendix	Page	A-1

1 Prices and Ordering Data

1.1 PM-CONTROL

Recipe / Product Data Management, Job Control

PM-CONTROL is an industry-independent recipe system for comfortable authoring and management of recipes (product-specific scheduling data). Using the integrated job control, the recipes are scaled based on the required quantity and scheduled as production jobs. Alternatively, simple scenarios can be planned manually by directly selecting a recipe. Integrated "wizards" provide the user with the best-possible operational support and reduce the training time to an absolute minimum.

For an economical solution to both, simple and complex tasks, PM-CONTROL is available in the "Compact," "Standard" and "Professional" versions. The openness of PM-CONTROL allows seamless connectivity to supervisory host systems (e.g. MRP systems) in the operational and production control levels. PM-CONTROL meets the FDA requirements (21 CFR Part11) regarding Audit Trail and the assignment of Electronic Signatures.

Description	Order No.	Listprice in Euro (w/o VAT)
PM-CONTROL System Software Version 9		
System Package Type S ⁷⁾ Single-user system / Multi-user system server	9AE7 110-2SS□0-1AA0-Z ¹⁾	
Consisting of Topology Manager, Recipe System, Job Control (Standard, Professional), ActiveX controls for Production unit preselection, Recipe preselection, Parameter editor and PM-SERVER ²⁾ , PM-AGENT ³⁾ , executable with WinCC (Version 6.0/ 6.2/ 7.0) and with WinCC flexible via OPC DA, single license, runtime software (R-SW) incl. configuration system, German/English, copy protection (dongle) ¹⁾ , Electronic manual on CD. Operating systems: Windows XP Prof., Windows 2003 Server Windows Vista		
Compact: Recipe System for several independent production units	1	1.500,00
Standard: Recipe System and Job Control for one production unit	2	2.900,00
Professional: Recipe System and Job Control for multiple independent and linked production units	3	4.000,00
System Package Type C1 ⁷⁾ Multi-user system client	9AE7 110-4SC01-1AA0-Z ¹⁾	580,00
Consisting of Recipe System, executable with system package type S (Compact, Standard, Professional) with WinCC (Version 6.0/ 6.2/ 7.0), with WinCC flexible PC runtime 2005, 2007, 2008 without SIMATIC Logon or as Thin Client (without WinCC) ⁴⁾ , single license, runtime software (R-SW), German/English, copy protection (dongle) ¹⁾ , electronic manual on CD. Operating systems: Windows XP Prof., Windows 2003 Server Windows Vista		

Subject to change without prior notice

1 Prices and Ordering Data

Description	Order No.	Listprice in Euro (w/o VAT)
PM-CONTROL Publications ⁷⁾		
System Description	9AE7 110-1WE02-0□A0	
German	A	0,00
English	B	0,00
PM-CONTROL Workshops ⁷⁾		
In order to unleash the extensive functionality of the product, we recommend to participate in our training workshops, where experienced trainers provide comprehensive knowledge of all the details that are key to your success. You receive further information in the chapter training and under the phone number (+49) 621 456-3641		
Our actual terms of sale and delivery are valid at any time. If you are not familiar with these conditions, you should request them from us.		

- ¹⁾ Please complete the purchase order for the dongle delivery: -Z P01 = Dongle for a parallel port; -Z U02 = Dongle for an USB port. Default delivery includes a parallel port dongle.
- ²⁾ Exclusively executable on the computer with the PM-CONTROL server.
- ³⁾ Only executable on a WinCC single-user system or within a WinCC Multi-user system on the WinCC server.
- ⁴⁾ In order to run a PM-CONTROL Client on a machine without WinCC in a WinCC environment an additional WinCC Client Access Licence (CAL) is necessary up to the WinCC version 6.x for the Microsoft SQL Server.
- ⁵⁾ Data conversion from the last previous major product version will be automatically performed.
- ⁶⁾ For details about the migration support for a user project, please contact the WinCC Competence Center. Phone: (+49) 621 456-3269
- ⁷⁾ Subject to export regulations AL:N and ECCN: N

1 Prices and Ordering Data

Description	Order No.	Listprice in Euro (w/o VAT)
Upgrade Packages (Powerpack) for system package Type S ⁷⁾ Only for supplementary orders!		
To increase from Standard to Professional, single license	9AE7 111-OSH11-0AA0-Z ¹⁾	1.500,00
To increase from Professional without Data Center to Professional with Data Center, single license The upgrade package is necessary on both redundant systems.	9AE7 111-OSH11-0BA0-Z ¹⁾	1.700,00
Upgrade Package ⁷⁾		
Upgrade package to upgrade the system software from V7 to V8 ⁵⁾ single license, German/English. - Upgrade for system package type S - Upgrade for system package type C	9AE7 111-4SU0□-8AA0-Z ¹⁾ 1 2	600,00 330,00
Upgrade package to upgrade the system software from a version V1-V6 to V8 The automatical conversion of project data is not guaranteed. single license, German/English. - Upgrade for system package type S - Upgrade for system package type C	 3 4	1.200,00 660,00
Support package of the WinCC CoC for the migration of a user project based on a system software version V1-V6 to the current version V8 ⁶⁾ - Migration package for the variant Standard - Migration package for the variant Professional The migration of export data bases is not included in the package.	 5 6	1.200,00 2.400,00
Update Package ⁷⁾		
Update package for system package to update from V8.x to the current version 8, single license, German/English.	9AE7 111-1SP01-0AA0	0,00
PM-QUALITY Publications ⁷⁾		
System Description German English	9AE7 111-1WE02-0□A0 A B	0,00 0,00
PM-QUALITY Workshops ⁷⁾		
In order to unleash the extensive functionality of the product, we recommend to participate in our training workshops, where experienced trainers provide comprehensive knowledge of all the details that are key to your success. You receive further information in the chapter training and under the phone number (+49) 621 456-3641		
Our actual terms of sale and delivery are valid at any time. If you are not familiar with these conditions, you should request them from us.		

¹⁾ Please complete the purchase order for the dongle delivery: -Z P01 = Dongle for a parallel port; -Z U02 = Dongle for an USB port.
Default delivery includes a parallel port dongle.

²⁾ Exclusively executable on the computer with the PM-QUALITY server

³⁾ Only executable on a WinCC single-user system or within a WinCC Multi-user system on the WinCC server

⁴⁾ In order to run a PM-QUALITY Client on a machine without WinCC in a WinCC environment an additional WinCC Client Access Licence (CAL) is necessary for the Microsoft SQL Server up to the WinCC version 6.x.

⁵⁾ Data conversion from the last previous major product version will be automatically performed.

⁶⁾ For details about the migration support for a user project, please contact the WinCC Competence Center.

Phone: (+49) 621 456-3269

⁷⁾ Subject to export regulations AL:N and ECCN: N

1 Prices and Ordering Data

1.3 PM-MAINT

The Intelligent Maintenance Management System

PM-MAINT is an industry- and technology-neutral maintenance planning tool for use in preventive maintenance (PM). PM-MAINT is designed for use near production. The extensive range of connection capabilities with automation systems from different manufacturers provided by PM-MAINT ensures a truly performance- and(or) event-controlled maintenance in addition to a purely calendar-controlled maintenance. PM-MAINT's intelligence is directed at determining the optimum time for PM measures. On the one hand, inspections and maintenance work is not performed too early, which would unnecessarily increase the PM

costs. On the other hand, required PM measures are not carried out too late, which could cause the failure of the production equipment and thus result in high repair and downtime costs.

Additional advantages of PM-MAINT result from the short training times and the extremely simple applicability. Furthermore, the integrated Web technology provides the user with a maximum of flexibility when accessing PM data over the Internet or from mobile Web Pads. Alternatively to the use of PM-MAINT in the WinCC environment, it can also be used without WinCC.

Description	Order No.	Listprice in Euro (w/o VAT)
PM-MAINT System Software Version 8		
System Package Type S ⁷⁾ Single-user system / Multi-user system server	9AE7 104-2SS□0-1□A0-Z ¹⁾	
Inclusive PM-SERVER ²⁾ and PM-AGENT ³⁾ Executable with WinCC (Version 6.0/ 6.2/ 7.0) and with WinCC flexible 2005, 2007, 2008 via OPC DA, single license, runtime software (R-SW) incl. Configuration system, German/English, copy protection (dongle) ¹⁾ electronic manual on CD. Operating systems: Windows XP Prof., Windows 2003 Server Windows Vista	1 2 3	2.000,00 3.500,00 5.300,00
Compact: max. 100 M-Orders Standard: max. 300 M-Orders Professional: >300 PM M-Orders		
PM-MAINT WebClient⁴⁾ (no limit in the number of user licenses per Web - Server) without Surcharge with Surcharge	A B	0,00 4.000,00
System Package Type C ⁷⁾ Multi-user system client	9AE7 104-4SC00-1AA0-Z ¹⁾	2.000,00
Executable with WinCC (Version 6.0/ 6.2/ 7.0) or as Thin Client (without WinCC) ⁴⁾ , number of M-Orders depends on the system package type S (server), single license, runtime software (R-SW), German/English, copy protection (dongle) ¹⁾ .		
Operating systems: Windows XP Prof., Windows 2003 Server Windows Vista		

Subject to change without prior notice

1 Prices and Ordering Data

Description	Order No.	Listprice in Euro (w/o VAT)
Upgrade Packages for System Package Type S ⁷⁾ Only for supplementary orders! To increase the number of M-Orders for system packages type S single license from 100 to 300 M-Orders from 300 to >300 M-Orders from 100 to >300 M-Orders	9AE7 104-0SH1□-0AA0-Z ¹⁾ 1 2 3	 2.000,00 2.100,00 3.900,00
Option Package for System Package Type S ⁷⁾ Only for supplementary orders! (since Version 4.0) PM-MAINT WebClient (no limit in the number of user licenses per Web - Server) single license, runtime software (R-SW)	9AE7 104-1SA11-1AA0-Z ¹⁾	4.100,00
Upgrade Package ⁷⁾ Upgrade package to upgrade the system software from V7 to V8 ⁵⁾ single license, German/English. - Upgrade for system package type S - Upgrade for system package type C Upgrade package to upgrade the system software from a version V1-V6 to V8 The automatical conversion of project data is not guaranteed. single license, German/English. - Upgrade for system package type S - Upgrade for system package type C Support package of the WinCC CoC for the migration of a user project based on a system software version V1-V6 to the current version V8 ⁶⁾ - Migration package for the variant Compact / Standard - Migration package for the variant Professional	9AE7 104-4SU0□-8AA0-Z ¹⁾ 1 2 3 4 5 6	 700,00 350,00 1.400,00 700,00 1.200,00 2.400,00
Update Package ⁷⁾ Update package for system packages to update from V8.x to the current version 8, single license, German/English	9AE7 104-1SP01-0AA0	0,00

1 Prices and Ordering Data

Description	Order No.	Listprice in Euro (w/o VAT)
PM-MAINT Publications ⁷⁾		
System Description	9AE7 104-1WE02-0□A0	
German	A	0,00
English	B	0,00
PM-MAINT Workshops ⁷⁾		
In order to unleash the extensive functionality of the product, we recommend to participate in our training workshops, where experienced trainers provide comprehensive knowledge of all the details that are key to your success. You receive further information in the chapter training and under the phone number (+49) 621 456-3641		
Our actual terms of sale and delivery are valid at any time. If you are not familiar with these conditions, you should request them from us.		

¹⁾ Please complete the purchase order for the dongle delivery: -Z P01 = Dongle for a parallel port; -Z U02 = Dongle for an USB port.
Default delivery includes a parallel port dongle.

²⁾ In the case of a WinCC multi-user system executable on the WinCC server

³⁾ This version will only be available for a limited time period. New features are not planned for this version.

⁴⁾ In order to run a PM-MAINT Client or a PM-MAINT WebClient on a machine without WinCC in a WinCC environment an additional WinCC Client Access Licence (CAL) is necessary for the Microsoft SQL Server up to the WinCC version 6.x.

⁵⁾ Data conversion from the last previous major product version will be automatically performed.

⁶⁾ For details about the migration support for a user project, please contact the WinCC Competence Center. Phone: (+49) 621 456-3269

⁷⁾ Subject to export regulations AL:N and ECCN: N

1 Prices and Ordering Data

1.4 PM-ANALYZE

Analysis of Alarms and Process Data

The localization of error sources or weak points in technical plants, reduction of plant downtimes and maintenance times, or the timely recognition of wear effects are only a few reasons to use PM-ANALYZE. The aim is to realize the analyzed improvement potential and so increase plant productivity step-by-step and improve product quality.

Alarms and process values form the database for the analysis functions of PM-ANALYZE.

In addition to the standard analysis functions, such as fault analysis, operation analysis and process value analysis, individual analysis functions can also be integrated. The analysis results are provided in graphic or tabular form, or they can be further processed directly in MS EXCEL.

The implementation of local to central system configurations with distributed functionality is made possible by PM-ANALYZE's modular design.

Description	Order No.	Listprice In Euro (w/o VAT)
PM-ANALYZE System Software Version 6		
System Package ^{2) 7)}	9AE7 112-1SS0□-1AA0-Z ¹⁾	
Runtime software (R-SW) incl. Configuration, German/English, electronic manual on CD, copy protection (dongle) ¹⁾ . Operating systems: Windows 2000, Windows XP Prof., Windows 2003 Server		
Single-user system ²⁾ Consisting of <u>PM-ANALYZE Server single license</u> and connection to a local PM-ANALYZE Agent	1	1.040,00
Multi-user system ³⁾ Consisting of <u>PM-ANALYZE Server single license</u> and connection to several PM-ANALYZE Agents		
3 units PM-ANALYZE Client single license	2	2.200,00
6 units PM-ANALYZE Client single license	3	2.800,00
10 units PM-ANALYZE Client single license	4	3.600,00
20 units PM-ANALYZE Client single license	5	5.300,00
50 units PM-ANALYZE Client single license	6	7.500,00
Upgrade Packages ⁷⁾ (since V3.0) Only for supplementary orders!	9AE7 112-0SH□□-0AA0-Z ¹⁾	
To increase the number of clients		
from 0 to 3 single license PM-ANALYZE Client	0 1	1.500,00
from 0 to 6 single license PM-ANALYZE Client	0 2	2.100,00
from 0 to 10 single license PM-ANALYZE Client	0 3	2.900,00
from 0 to 20 single license PM-ANALYZE Client	0 4	4.600,00
from 0 to 50 single license PM-ANALYZE Client	0 5	6.800,00
from 3 to 6 single license PM-ANALYZE Client	0 6	880,00
from 3 to 10 single license PM-ANALYZE Client	0 7	1.680,00
from 3 to 20 single license PM-ANALYZE Client	0 8	3.380,00
from 3 to 50 single license PM-ANALYZE Client	1 6	5.580,00
from 6 to 10 single license PM-ANALYZE Client	1 0	1.080,00
from 6 to 20 single license PM-ANALYZE Client	1 1	2.780,00
from 6 to 50 single license PM-ANALYZE Client	1 2	4.980,00
from 10 to 20 single license PM-ANALYZE Client	1 3	1.980,00
from 10 to 50 single license PM-ANALYZE Client	1 4	4.180,00
from 20 to 50 single license PM-ANALYZE Client	1 5	2.480,00

Subject to change without prior notice

1 Prices and Ordering Data

Description	Order No.	Listprice in Euro (w/o VAT)
Upgrade Package ⁷⁾	9AE7 112-4SU0□-6AA0-Z ¹⁾	
Upgrade package to upgrade the system software from V3 to V6 ⁵⁾ , single license, German/English	1	540,00
Upgrade package to upgrade the system software form a version V1/V2 to V6 ⁶⁾ The automatical conversion of project data is not guaranteed. Single license, German/English	3	1.080,00
Update- Package ⁷⁾	9AE7 112-1SP01-0AA0	0,00
Update package for system package to update from V6.x to the current Version 6, single license, German/English		
PM-ANALYZE Publications ⁷⁾		
System Description German English	9AE7 112-1WE02-0□A0 A B	0,00 0,00
PM-ANALYZE Workshops ⁷⁾		
In order to unleash the extensive functionality of the product, we recommend to participate in our training workshops, where experienced trainers provide comprehensive knowledge of all the details that are key to your success. You receive further information in the chapter training and under the phone number (+49) 621 456-3641		
Our actual terms of sale and delivery are valid at any time. If you are not familiar with these conditions, you should request them from us.		

¹⁾ Please complete the purchase order for the dongle delivery: -Z P01 = Dongle for a parallel port; -Z U02 = Dongle for an USB port. Default delivery includes a parallel port dongle.

²⁾ PM-ANALYZE Server/Client can be used with or without WinCC, PM-ANALYZE Agent can only be used in a WinCC environment (WinCC-Version 6.0/ 6.2/ 7.0). In order to use the product within the WinCC environment 4.02/5.0/5.1 the previous version ³⁾ is provided alternatively on the data media.

³⁾ In order to run PM-ANALYZE on a machine without WinCC in a WinCC environment an additional WinCC Client Access Licence (CAL) is necessary for the Microsoft SQL Server up to the WinCC version 6.x.

⁵⁾ Data conversion from the last previous major product version will be automatically performed.

⁶⁾ PM-ANALYZE V3/6 is not compatible to Version V1/V2. I.e. configuration data, analyze data etc. can not be imported from PM-ANALYZE V1/V2 projects. The usage of the user interface for implementing own analysis functions is limited in version 3/6 (see product information / system description)

⁷⁾ Subject to export regulations AL:N and ECCN: N

1 Prices and Ordering Data

1.5 PM-OPEN TCP/IP

Online Computer Link via TCP/IP

Where comprehensive special solutions were previously required for an online computer link, PM-OPEN TCP/IP provides an economical solution to link computer systems (MRP, laboratory systems, logistical and quality management systems, etc.) with the automation and process control level.

PM-OPEN TCP/IP permits the bi-directional exchange of data (tags, alarms) between WinCC and one or more computers (peers) via the TCP/IP protocol. Another use of PM-OPEN TCP/IP is in the coupling of several WinCC

stations to exchange or centrally acquire tags and alarms. PM-OPEN TCP/IP also supports redundant WinCC configurations.

Through the integration of "Visual Basic for Applications" (VBA), PM-OPEN TCP/IP provides an ideal development platform for the implementation of individual IT solutions. SIMATIC WinCC and PM-OPEN TCP/IP thus form a central information platform for local and company-wide IT integration. For example, the coupling of the automation level with MES or Office applications.

Description	Order No.	Listprice In Euro (w/o VAT)
PM-OPEN TCP/IP System Software Version 8		
System Package / WinCC environment ⁵⁾ Single-user system ²⁾ Executable in a WinCC environment (WinCC Version 6.0/ 6.2/ 7.0), single license, runtime software (R-SW) incl. Configuration, German/English, copy protection (dongle) ¹⁾ , electronic manual on CD. Operating systems: Windows XP Prof., Windows 2003 Server Windows Vista	9AE7 105-1SS01-1AA0-Z ¹⁾	1.540,00
Upgrade Package ⁵⁾ Upgrade package to upgrade the system software from V7 to V8 ³⁾ , single license, German/English	9AE7 105-4SU0□-8AA0-Z ¹⁾ 1	560,00
Upgrade package to upgrade the system software from a version V1-V6 to V8 ⁴⁾ The automatical conversion of project data is not guaranteed. Single license, German/English	 3	1.120,00
Update Package ⁵⁾ Update package for system package to update from V8.x to the current version 8, single license, German/English	9AE7 105-1SP01-0AA0	0,00
PM-OPEN TCP/IP Publications ⁵⁾		
System Description German English	9AE7 105-1WE02-0□A0 A B	0,00 0,00
Our actual terms of sale and delivery are valid at any time. If you are not familiar with these conditions, you should request them from us.		

¹⁾ Please complete the purchase order for the dongle delivery: -Z P01 = Dongle for a parallel port; -Z U02 = Dongle for an USB port. Default delivery includes a parallel port dongle.

²⁾ In the case of a WinCC multi-user system, executable on the WinCC server

³⁾ Data conversion from the last previous major product version will be automatically performed.

⁴⁾ If you need to convert from older product versions, please contact the WinCC Competence Center. Phone: (+49) 621 456-3269

⁵⁾ Subject to export regulations AL:N and ECCN: 5D992

1 Prices and Ordering Data

1.6 PM-OPEN EXPORT

Exporting Process Data

PM-OPEN EXPORT provides a flexible and economical solution for the export of current process data (tags) and archive data (alarm, process value and user archives) from WinCC into freely configurable text files (ASCII, CSV, HTML/XML format).

PM-OPEN EXPORT can export data to any storage medium present locally or in the network. For example, data can be made available on a network server for further processing or for analysis.

The configured export jobs are processed

automatically in the "background." The data export can be initiated cyclically, time-controlled or event-controlled.

A considerable advantage lies in the flexible and individual structure of the target files. For example, in addition to the exported data, these files can also contain static text and time stamps.

An additional plus for PM-OPEN EXPORT is that it can be used in redundant WinCC configurations.

Description	Order No.	Listprice In Euro (w/o VAT)
PM-OPEN EXPORT System Software Version 7		
System Package / WinCC environment ⁶⁾ Single-user system ²⁾ Executable in a WinCC environment (WinCC Version 6.0/ 6.2/ 7.0), single license, runtime software (R-SW) incl. Configuration, German/English, copy protection (dongle) ¹⁾ , electronic manual on CD. Operating systems: Windows XP Prof., Windows 2003 Server Windows Vista In order to use the product within the WinCC environment 4.02/ 5.0 /5.1) the previous version 4 ³⁾ is provided alternatively on the data media. Operating system: Windows NT4.0 , Windows 2000	9AE7 106-1SS01-1AA0-Z ¹⁾	1.540,00
Upgrade Package ⁶⁾ Upgrade package to upgrade the system software from V6 to V7 ⁴⁾ , single license, German/English Upgrade package to upgrade the system software from a version V1-V4 to V7 ⁵⁾ The automatical conversion of project data is not guaranteed. Single license, German/English	9AE7 106-4SU0□-7AA0-Z ¹⁾ 1 3	560,00 1.120,00
Update Package ⁶⁾ Update package for system package to update from V7.x to the current version 7, single license, German/English	9AE7 106-1SP01-0AA0	0,00
PM-OPEN EXPORT Publications ⁶⁾		
System Description German English	9AE7 106-1WE02-0□A0 A B	0,00 0,00
Our actual terms of sale and delivery are valid at any time. If you are not familiar with these conditions, you should request them from us.		

¹⁾ Please complete the purchase order for the dongle delivery: -Z P01 = Dongle for a parallel port; -Z U02 = Dongle for an USB port. Default delivery includes a parallel port dongle.

²⁾ In the case of a WinCC multi-user system executable on the WinCC server

³⁾ This version will only be available for a limited time period. New features are not planned for this version.

⁴⁾ Data conversion from the last previous major product version will be automatically performed.

⁵⁾ If you need to convert from older product versions, please contact the WinCC Competence Center. Phone: (+49) 621 456-3269

⁶⁾ Subject to export regulations AL:N and ECCN: N

1 Prices and Ordering Data

1.7 PM-OPEN IMPORT

Importing Process data

PM-OPEN IMPORT offers the possibility to import the WinCC flexible archives automatically into the WinCC system.
Process data (Tags and alarms) or operator input (Audit Trail) are archived from WinCC flexible into CSV-files.

A copy of the CSV-files, created on the WinCC server, is imported by PM-OPEN IMPORT.
Of course the original timestamps of WinCC flexible are obtained. As soon the data is imported, the WinCC standard functionality can be used to display and evaluate the data.

Description	Order No.	L-Price in EURO (w/o Vat)
PM-OPEN IMPORT System Software Version 6		
System Package ⁶⁾ Single-user system ²⁾ Executable in a WinCC environment (WinCC-Version 6.0/ 6.2/ 7.0), single license, runtime software (R-SW) German/English, electronic manual on CD, Copy protection (dongle) ¹⁾ . Operating systems: Windows XP Prof., Windows 2003 Server Windows Vista	9AE7 114-1SS01-1AA0-Z ¹⁾	1.540,00
Update Package ⁶⁾ Update package for system package to update from V6.x to the current version 6, single license, German/English	9AE7 114-1SP01-0AA0	0,00
Our actual terms of sale and delivery are valid at any time. If you are not familiar with these conditions, you should request them from us.		

¹⁾ Please complete the purchase order for the dongle delivery: -Z P01 = Dongle for a parallel port; -Z U02 = Dongle for an USB port.

²⁾ In the case of a WinCC multi-user system executable on the WinCC server.

³⁾ Subject to export regulations AL:N and ECCN:N

1 Prices and Ordering Data

1.8 PM-OPEN PI

Online Link to PI – Plant Information System

The PI – Plant Information System written by OSI Software Inc. CA, USA is a universal plant information system for the archiving, display and evaluation of process and production data.

The range of capabilities available for the connection to automation systems (also those of other manufacturers) ensures that PM-OPEN PI can provide a consistent information processing that exceeds plant limits.

PM-OPEN PI permits a flexible and fast configured coupling of WinCC/automation systems to the PI system. PM-OPEN PI runs within the WinCC environment for the coupling of the automation systems to PI.

Depending on the number of tags to be processed, PM-OPEN PI is offered in the "Compact," "Standard" and "Professional" versions. It can be used without any difficulties in redundant WinCC configurations.

Description	Order No.	Listprice in Euro (w/o VAT)
PM-OPEN PI System Software Version 6		
System Package ⁵⁾ Single-user system ²⁾	9AE7 107-1SS□0-1AA0-Z ¹⁾	
Executable in a WinCC environment (WinCC Version 6.0/ 6.2/ 7.0) single license, runtime software (R-SW) incl. Configuration, German/English, copy protection (dongle) ¹⁾ , electronic manual on CD. API license for PI is not included. Operating systems: Windows XP Prof., Windows 2003 Server		
Compact: max. 512 tags	1	2.900,00
Standard: max. 1024 tags	2	5.200,00
Professional: >1024 tags	3	6.700,00
Upgrade Packages for System Package ⁵⁾ Only for supplementary orders!	9AE7 107-1SH1□-0AA0-Z ¹⁾	
To increase the number of tags		
from 512 to 1024 tags	1	2.700,00
from 512 to >1024 tags	2	4.200,00
from 1024 to >1024 tags	3	1.900,00

1 Prices and Ordering Data

Description	Order No.	Listprice in Euro (w/o VAT)
Upgrade Package ⁵⁾	9AE7 107-4SU0□-6AA0-Z ¹⁾	
Upgrade package for system package to upgrade from V4 to V6 ³⁾ , single license, German/English.	 1	560,00
Upgrade package for system package to upgrade from V1-V3 to V6 ⁴⁾ , The automatical conversion of the project data is not guaranteed. Single license, German/English.	 3	1.120,00
Update Package ⁵⁾	9AE7 107-1SP01-0AA0	0,00
Update package for system package to update from V6.x to the current version 6, single license, German/English.		
PM-OPEN PI Publications ⁵⁾		
System Description	9AE7 107-1WE02-0□A0	
German	A	0,00
English	B	0,00
Our actual terms of sale and delivery are valid at any time. If you are not familiar with these conditions, you should request them from us.		
For questions on additional channels / process links (e.g. to the bus system CS 275 via N-PCI) please contact the WinCC Competence Center Mannheim.		

- ¹⁾ Please complete the purchase order for the dongle delivery: -Z P01 = Dongle for a parallel port; -Z U02 = Dongle for an USB port. Default delivery includes a parallel port dongle.
- ²⁾ In the case of a WinCC multi-user system executable on the WinCC server.
- ³⁾ Data conversion from the last previous major product version will be automatically performed.
- ⁴⁾ If you need to convert from older product versions, please contact the WinCC Competence Center. Phone: (+49) 621 456-3269
- ⁵⁾ Subject to export regulations AL:N and ECCN: N

1 Prices and Ordering Data

1.9 PM-OPEN HOST/S

Connectivity Tools for SAP R/3

PM-OPEN HOST/S allows the user a flexible and economical implementation of tasks in the area of vertical system integration in the company. The standardized and modular connection of the automation level / SIMATIC WinCC to the logistical system components from SAP R/3 assumes priority here. PM-HOST/S ensures an up to date and consistent information flow over all organizational units involved in the business process.

Further connectivity tools are currently being developed.

PM-OPEN HOST/S is fully integrated in the SIMATIC WinCC visualization system.

The support, right from the concept phase, is critical for the successful implementation of an integration project. Consequently, a **1-day training** is already included in the delivery scope of the listed system packages.

Travel time, travel costs and other expenses will be billed separately.

The current version of PM-OPEN HOST/S provides two connectivity tools:

- **R/3-System Connectivity Tool**
for the communication with the SAP R/3 base system
- **R/3-PM Connectivity Tool**
for the communication with the SAP R/3 PM maintenance module.

Description	Order No.	Listprice in Euro (w/o VAT)
PM-OPEN HOST/S System Software Version 6		
System Package ⁴⁾ Single-user system ²⁾	9AE7 113-2SS□0-1AA0-Z ¹⁾	
Executable in a WinCC environment (WinCC Version 6.0 / 6.2) single license, runtime software (R-SW) incl. Configuration, German/English, copy protection (dongle) ¹⁾ , configuration guide on CD, 1 day training in the delivery scope. Operating systems: Windows 2000, Windows XP Prof., Windows 2003 Server		
R/3-System/PM Connectivity Tool	1	5.100,00

1 Prices and Ordering Data

Description	Order No.	Listprice in Euro (w/o VAT)
Upgrade Package ⁴⁾ Upgrade package for system package to upgrade from V1 to V6 single license, German/English.	9AE7 113-4SU01-6AA0-Z ¹⁾	720,00
Update Package ⁴⁾ Update package for system packages to update from V6.x to the current version 6, single-user license, German/English	9AE7 113-1SP01-0AA0	0,00
Our actual terms of sale and delivery are valid at any time. If you are not familiar with these conditions, you should request them from us.		

¹⁾ Please complete the purchase order for the dongle delivery: -Z P01 = Dongle for a parallel port; -Z U02 = Dongle for an USB port. Default delivery includes a parallel port dongle.

²⁾ In the case of a WinCC multi-user system executable on the WinCC server

³⁾ Released from PM-OPEN HOST/S V1.1 onwards

⁴⁾ Subject to export regulations AL:N and ECCN: N

1 Prices and Ordering Data

1.10 PM-LANGUAGE

System-text Editor for PM Products

PM-LANGUAGE allows the simple and user-friendly editing of the system text (user interface) of the products: PM-CONTROL, PM-QUALITY, PM-MAINT, PM-ANALYZE, PM-OPEN TCP/IP, PM-OPEN PI, PM-OPEN EXPORT, PM-OPEN IMPORT, PM-OPEN HOST/S and PM-AGENT.

This tool allows the system text for the add-ons supplied as standard with the delivered system to be integrated individually in additional languages. It is also possible to customize the system text.

Description	Order No.	Listprice in Euro (w/o VAT)
PM-LANGUAGE System Software Version 1		
System Package ¹⁾	9AE7 116-3SS01-1AA0	620,00
Single license, engineering Software (E-SW), English, configuration guide on CD, Operating systems: Windows 2000, Windows XP Prof., Windows 2003 Server		
Update Package ¹⁾	9AE7 116-1SP01-0AA0	0,00
Update package for system packages to update from V1.x to the current version 1, single license, English		
Our actual terms of sale and delivery are valid at any time. If you are not familiar with these conditions, you should request them from us.		

¹⁾ Subject to export regulations AL:N and ECCN: N

1 Prices and Ordering Data

1.11 PM-AGENT

Connection to SIMATIC WinCC / PCS7

PM-AGENT is used for the communication of PM-QUALITY, PM-CONTROL, PM-MAINT to the systems SIMATIC WinCC / PCS7. Data from the mentioned systems (tags, alarms) can be sent and received.

PM-AGENT is installed on the SIMATIC WinCC / PCS7 system. If PM-QUALITY (PM-CONTROL, PM-MAINT) is installed on a separated computer, one PM-AGENT license per connected system is required.

Description	Order No.	Listprice in Euro (w/o VAT)
PM-AGENT System Software Version 3		
System Package ³⁾ Single-user system ²⁾ Executable in a WinCC environment (WinCC Version 6.0/ 6.2/ 7.0), single license, runtime software (R-SW) incl. configuration system, German/English, manual on data media, copy protection (Dongle) ¹⁾ . Operating systems: Windows XP Prof., Windows 2003 Server Windows Vista	9AE7 117-2SS01-1AA0-Z ¹⁾	1.650,00
Update Package ³⁾ Update package for system package to update from V2.x to the current version ²⁾ , single license, German/English	9AE7 117-1SP01-0AA0	0,00
Our actual terms of sale and delivery are valid at any time. If you are not familiar with these conditions, you should request them from us.		

¹⁾ Please complete the purchase order for the dongle delivery: -Z P01 = Dongle for a parallel port; -Z U02 = Dongle for an USB port. Default delivery includes a parallel port dongle.

²⁾ In the case of a WinCC multi-user system executable on the WinCC server

³⁾ Subject to export regulations AL:N and ECCN: N

1 Prices and Ordering Data

1.12 PM-Access-Control

Protecting access to the operating system

With PM-Access-Control a computer can be protected from unauthorized access to the operating system.

The use of the tool is intended for the operation of PM-QUALITY, PM-CONTROL, PM-MAINT on a computer separated from the base system WinCC or PCS7.

Description	Order-No.	Listprice in EUR (w/o VAT)
PM-Access-Control System software Version 1		
System Package ¹⁾	9AE7 118-3SS01-1AA0	520,00
Single license, runtime software (R-SW) incl. configuration system, German/English, electronic manual on CD Operating systems: Windows 2000, Windows XP Professional, Windows 2003 Server		
Update Package ¹⁾	9AE7 118-1SP01-0AA0	0,00
Update package for the system package to update from V1.x to the current version 1, Single license, German/English		
Our actual terms of sale and delivery are valid at any time. If you are not familiar with these conditions, you should request them from us.		

¹⁾ Subject to export regulations AL:N and ECCN: N

1 Prices and Ordering Data

1.13 General Publications

Description	Order No.	Listprice in Euro (w/o VAT)
General Publications to the Process Management System		
Ordering Document	9AE7 120-1BU01-0□A0	
German	A	0,00
English	B	0,00
Product overview	9AE7 120-1AB05-0□A0	
German	A	0,00
English	B	0,00

¹⁾ This publication replaces all the particular existing product brief descriptions.

2 Scope of Delivery

The supplied system software consists of a CD-ROM, copy protection (dongle), product information, Certificate of License (CoL) and the General License Conditions.

The copy protection (dongle) supplied with the software needs a parallel port. For the operating systems Microsoft Windows XP / 2003 Server / Vista an USB-Dongle can be supplied alternatively. The supply of an USB-Dongle has to be indicated in the order.

The exchange of a dongle will be charged. For further information please contact the WinCC-Competence-Center. Phone: (+49) 621 456 - 3207

The CD-ROM includes:

- the system software
- the system documentation (manual/configuration guide/getting started differs depending on the product)

The software licenses must be purchased and are provided with a software protection (dongle), i.e. each installed software package requires a dongle for its operation. The provided dongle activates the ordered system software. The license key represents the license.

The "**Multi-user system server**" system configuration (PM-CONTROL, PM-QUALITY, PM-MAINT) or the "**Multi-user system**" system configuration (PM-ANALYZE) is exclusively released for an operating system in the server version (Windows 2003 Server).

In order to run the "**Multi-user system client**" system configuration (PM-CONTROL, PM-QUALITY, PM-MAINT) or the "**Multi-user system**" system configuration (PM-ANALYZE) on a machine without WinCC in a WinCC environment, an additional WinCC Client Access Licence (CAL) is necessary for the Microsoft SQL Server up to the WinCC Version 6.x.

This license is not part of the WinCC add-ons delivery scope.

Certificate of license

The Certificate of License (CoL) is the licensee's proof that the use of the software has been licensed by Siemens. A CoL is required for every type of use and must be kept in a safe place.

PowerPack

PowerPacks can be used to upgrade to more powerful software. The licensee receives a new license agreement and CoL (Certificate of License) with the PowerPack. This CoL, together with the CoL for the original product, proves that the new software is licensed. A separate PowerPack must be purchased for each original license of the software to be replaced.

Upgrade

An upgrade permits the use of a new version of the software on the condition that a license for a previous version of the product is already held. The license receives a new license agreement and CoL with the upgrade. This CoL, together with the CoL for the previous product, proves that the new version is licensed. A separate upgrade must be purchased for each original license of the software to be upgraded.

The software-ID number of the initial delivery and the dongle serial number must be specified for the order (no delivery is possible without these details!).

3 Support

3.1 Training

We would be pleased to consult you on the selection of the workshops for a best possible and efficient training.

If you need further advice please contact a consultant at our call center. Please find the telephone numbers in the chapter 3.3 "WinCC Add-on Consulting".

3.1.1 User-Workshops

These workshops concentrate on the project planners, maintenance and service personnel. The User Workshops use practical examples to provide the necessary basic knowledge for the **configuring and parameterization** of the appropriate products. In addition, a workshop specially tailored to the requirements of the operating personnel is offered for PM-MAINT.

You can obtain further information about the contents, dates and booking from our Internet pages under the following address:

**<http://www.siemens.com/process-management> or
Phone: (+49) 621 456 - 3641**

3.1.2 Individual Workshop

Customer-specific workshops can be held on request. The contents depend on the individual needs or on the requirements for a concrete project.

You can obtain further information about the contents, dates and booking from our Internet pages under the following address:

**<http://www.siemens.com/process-management> or
Phone: (+49) 621 456 - 3641**

3 Support

3.2 Services

- Consulting, creation of concepts, planning, configuring, commissioning and plant service for the WinCC system software ranging from a single-user system through to complex, interconnected client/server systems
- Development of customer or industrial-specific applications and the integration in the associated system software
- Integration of standard applications at the customer's site
- Implementation of couplings to supervisory computer systems (e.g. SAP), networks, etc.
- Development of process connections (drivers) for automation devices from any manufacturers
- Customization / expansion of the WinCC add-ons to meet customer-specific requirements

Please contact the WinCC Add-on Consulting at our call center for additional information on our complete service spectrum for the SIMATIC WinCC.

3.3 Call Center

You can reach us weekdays from Monday to Friday between 9am and 5pm (CET).

WinCC Add-on User Hotline

Customers registered with us receive free telephone support for all configuring and parameterization functions for the WinCC add-on system software we have supplied.

Phone:	(+49) 621 456-3269/ -3641 /-3382
Fax:	(+49) 621 456-3334
E-Mail:	WinCCAddon.automation@siemens.com

WinCC Add-on Consulting

- Consulting for the functions and operational capabilities of the add-ons
- Support for finding solutions in the design / tendering phase

Phone:	(+49) 621 456-3269/ -3641 /-3382
Fax:	(+49) 621 456-3334
E-Mail:	WinCCAddon.automation@siemens.com

3 Support

WinCC Add-on Information Service

- Information material, publications, demonstrations, ordering data, price lists
- Questions concerning the order processing

Phone:	(+49) 621 456-3207
Fax:	(+49) 621 456-3334
E-Mail:	WinCCAddon.automation@siemens.com

WinCC Service Support

Consulting, design, engineering/commissioning support, OCX/ActiveX development, application development, database applications, system integration (host/network connections, SAP/R3 connection), seminars, training, coaching for WinCC and add-ons.

Phone:	(+49) 621 456-3269 /-3641 /-3382
Fax:	(+49) 621 456-3334
E-Mail:	WinCCAddon.automation@siemens.com

3.4 WinCC Competence Center Mannheim in the World Wide Web (WWW)

Our WWW address in the Internet:

<http://www.siemens.com/process-management>

These Internet pages provide you with detailed information about our services and WinCC add-on products. You can use additional download functions to load on to your PC, and print any required publications (e.g. brief descriptions, system descriptions).

3.5 News-Mail Service

The free of charge news-mail service of the WinCC Competence Center Mannheim places actual information about WinCC add-ons and services via e-mail automatically and in a compact form at your disposal.

Additionally the news-mail information are kept ready on the Internet (see above).

The news-mail service registration can be effected online at the corresponding web-site.

4 Conditions of Sale and Delivery

4.1 Quantity Discounts

We offer an increasing quantity discount for each system software when several software packets are delivered at the same time (no partial deliveries). In this case, please consult your local Siemens sales office.

4.2 Conditions of Sale and Delivery

The specified prices apply from 11/26/2008. All previous price lists lose their validity.

The prices are quoted in EUR, plus freight, customs charges and packaging from the Siemens regional office in Mannheim. The prices do not include value added tax. It shall be debited separately at the respective rate according to the applicable legal regulations. Prices are subject of changes without prior notice. We will debit the prices valid at the time of delivery. Unless otherwise noted on the individual pages of this catalog, all information, particularly the specified values, is subject to change without prior notice.

The return of the delivered software is possible only when the packaging remains unopened and within 14 days from the date of delivery. In this case, you will be billed only for the freight, customs charges and packaging. A return of the software is not possible in any other circumstances.

PM-QUALITY, PM-CONTROL, PM-MAINT, PM-ANALYZE, PM-OPEN EXPORT, PM-OPEN IMPORT, PM-OPEN PI, PM-OPEN HOST/S, PM-AGENT, PM-Access-Control and PM-LANGUAGE are products of the softwareclass A. PM-OPEN TCP/IP is a product of the softwareclass B. Please find further information in the particular conditions (Appendix).

By using this catalog you can acquire software products described therein from the Siemens AG subject to the following terms. Please note! The scope, the quality and the conditions for supplies and services, including software products, by any Siemens entity having a registered office outside of Germany, shall be subject exclusively to the General Terms and Conditions of the respective Siemens entity.

For customers with a seat or registered office in the Federal Republic of Germany

The General Terms of Payment as well as the General Conditions for the Supply of Products and Services of the Electrical and Electronics Industry shall apply.

For software products, the General License Conditions for Software Products for Automation and Drives for Customers with Seat or registered Office in Germany shall apply.

For customers with a seat or registered office outside of Germany

The General Terms of Payment as well as the General License Conditions for Supplies of Siemens, Automation and Drives for Customers with a Seat or registered Office outside of Germany shall apply.

For software products, the General License Conditions for Software Products for Automation and Drives for Customers with Seat or registered Office outside of Germany shall apply.

4 Conditions of Sale and Delivery

Export regulations

The products listed in this ordering document may be subject to European/German and/or US export regulations. Therefore, any export requiring a license is subject to approval by the competent authorities. According to current provisions, the following export regulations must be observed with respect to the products featured in this ordering document:

- AL Number of the German Export List. Products marked other than "N "require an export license. In the case of software products, the export designations of the relevant data medium must also be generally adhered to. Goods labeled with an "AL not equal to N " are subject to a European or German export authorization when being exported out of the EU.
- ECCN Export Control Classification Number. Products marked other than "N " are subject to a reexport license to specific countries. In the case of software products, the export designations of the relevant data medium must also be generally adhered to. Goods labeled with an "ECCN not equal to N "are subject to a US reexport authorization.

Even without a label or with an "AL:N " or "ECCN:N ", authorization may be required due to the final destination and purpose for which the goods are to be used. The deciding factors are the AL or ECCN export authorization indicated on order confirmations, delivery notes and invoices.

Errors excepted and subject to change without prior notice.

General License Conditions for Software Products for Automation and Drives for customers with a seat or registered office outside of Germany

1. **Supply of Software by Siemens AG to Customers with a seat or registered office outside of Germany and Granting of Rights to Use the Software**
 - 1.1 The written declarations of both parties shall apply to the delivery of Software for Automation & Drives by Siemens Aktiengesellschaft, Germany (hereinafter referred to as "Siemens") to the Customer. General terms and Conditions of the Customer shall apply only where expressly accepted in writing by Siemens. Siemens shall grant the Customer rights to use the software specified in the Confirmation of Order or, if the Customer does not receive a Confirmation of Order, the software specified in the Certificate of License or that specified in the Software Product Sheet, if the Customer is instead submitted a Software Product List (hereinafter referred to as "SW"). The Certificate of License and the Software Product Sheet shall be collectively referred to as "CoL" hereinafter. The Customer shall be submitted the CoL when the software is supplied or in conjunction with the delivery bill. The way in which the SW is supplied is also derived directly from the Confirmation of Order or from the SW purchase order number contained in the Confirmation of Order, in conjunction with the associated order data of the Siemens catalog valid at the time of the Confirmation of Order (hereinafter collectively referred to as "Order Data"), or from the CoL. If the Customer does not receive a data medium, it shall be authorized to copy the SW already available to it to the extent necessary to exercise the rights to use the SW granted to it. The aforesaid shall apply, mutatis mutandis, to electronic supply of the software (downloading). Where reference is made to the Order Data or the CoL in these General License Conditions, the reference to the CoL is of significance if the Customer has not received a Confirmation of Order. In any case, the data contained in the Order Data is also contained in the CoL.
 - 1.2 The documentation relating to the SW (hereinafter referred to as "Documentation" shall be purchased separately, unless either the Order Data or CoL contain a stipulation stating that it belongs to the scope of delivery. If the Customer is authorized to copy the SW in accordance with Clause 1.1, this shall also apply to the Documentation provided that it is included in the scope of delivery.
 - 1.3 In the event that Siemens submits a License Key for the SW to the Customer, this key must also be installed.
 - 1.4 The rights granted to the Customer with respect to the SW are based on the License Type (see Clause 2) and the Software Type (see Clause 3). The license and Software Types are detailed in the Order Data or CoL. If the SW is supplied electronically or if copying rights are granted for it, the rights and duties specified in these General License Conditions shall apply to the legitimately generated copies.
 - 1.5 If the Customer is legitimately in possession of a previous SW version/release (hereinafter referred to as "Previous Version"), it shall be authorized to exercise the rights to use the SW granted to it either with respect to the SW or – if this is intended from a technical point of view – to the Previous Version, at its own discretion (downgrading). If the SW is an Upgrade or PowerPack in accordance with Clause 4, Clause 4 shall apply additionally.
 - 1.6 In case the Customer obtains only the data media but no license as per the Order Data or the CoL, any use of the SW by the Customer is subject to the acquisition of a license according to Clause 2. Up to the acquisition of the license the Customer is not entitled to supply the SW to third parties.
2. **License Type**

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

 - 2.1 **Single License (One Off License, Copy License)**

The term "One Off License" or "Copy License" which may be used in the Software Product List corresponds to the term "Single License". The following regulation shall apply to the full scope of the One Off License / Copy License. The Customer 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 one (1) hardware device and to utilize the SW thus installed in the manner specified in the Order Data or CoL (see "Type of Use").
 - 2.2 **Floating License**

The Customer 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 Customer's hardware devices. The number of persons permitted to utilize the SW at the same time ("Users") can be derived from the Order Data or CoL (see "Type of Use").
 - 2.3 **Rental License**

The Customer 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 the SW on one (1) hardware device and to use it. 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 shutdown. 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.
 - 2.4 **Trial License**

The Customer shall be granted the non-exclusive and non-transferable right to install the SW on one (1) hardware device 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.
3. **Software Type**

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.

 - 3.1 **Engineering Software** (hereinafter referred to as "E-SW") In the event that the Customer uses E-SW to generate its own programs or data containing parts of the E-SW, the Customer shall have theright, without having to pay any license fee, to copy and to use these parts of the E-SW as a part of its own programs or data, or to supply them to third parties for use. In the event that such parts are supplied to third parties for use, these parties shall be bound in writing to comply with stipulations corresponding to those in Clauses 5.1 and 5.2 with respect to the above parts of the E-SW.
 - 3.2 **Runtime Software** (hereinafter referred to as "R-SW") If the Customer 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.

A Appendix

- In the event that the Customer 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 Clause 5, with respect to the R-SW parts contained therein. The aforesaid shall not affect the Customer'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 "PowerPack" or "Upgrade" after the SW product name, that the SW is an upgrade for another software item (hereinafter referred to as "Source License"), the Customer shall also have the rights to use the SW granted to it with respect to the Source License as soon as this has been upgraded with the Upgrade/PowerPack. The rights originally granted to the Customer to use the Source License end in conjunction with the upgrade measure. However, the Customer 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.
- 5. Further Rights and Duties of the Customer**
- 5.1 Unless a stipulation to the contrary relating to a specific number of copies is contained on the data medium or in the readme file of the SW, the Customer may generate an appropriate number of copies of every item of SW which it is authorized to use in accordance with these General License Conditions, where such copies shall be used exclusively for data backup purposes. Furthermore the Customer may only copy the SW if and insofar as it has been granted copying rights by Siemens in writing.
- 5.2 The Customer shall not be entitled to modify, decompile or reverse engineer the SW. Nor may it extract any individual parts unless this is permitted by mandatory copyright law. Furthermore, the Customer shall not be entitled to remove any alphanumeric identifiers, trademarks or copyright notices from the SW or the data medium and, insofar as it is entitled to make copies of the SW, shall copy them without alteration. The aforementioned regulation shall apply accordingly to the Documentation supplied in accordance with Section 1.
- 5.3 The Customer shall be entitled to transfer the right to use the SW granted to it to a third party, provided that it concludes a written agreement with the third party in conformance with all of the Conditions contained in this Section 5 and on the proviso that it does not retain any copies of the SW. If the Customer has received a License Key for the SW, this key shall be supplied to the third party together with the SW. Furthermore, the third party shall be submitted the CoL together with these General License Conditions. The Customer shall submit the CoL received for the SW to Siemens at any time, if requested.
- 5.4 If the SW is a PowerPack or an Upgrade, the Customer shall keep the Certificate of License or Software Product List of the Source License and submit it to Siemens at any time, if requested, together with the CoL for the SW. In the event that the Customer transfers its right to use the PowerPack SW or Upgrade SW in accordance with Clause 5.3, it shall also submit the Certificate of License or Software Product List of the Source License to the third party.
- 5.5 If the Customer 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 Customer shall not be authorized to pass on these software products separately, i.e. without the SW, to a third party.
- 6. Warranty for Defects – Errors in the Software or Documentation**
- 6.1 Siemens shall be liable for defects, as set forth in this Clause 6. Defects comprise deviations of the SW from the relevant Documentation (hereinafter referred to as "Errors"), defects in data media or errors in the Documentation which occur within the period of limitation in accordance with Clause 6.3, provided the relevant defect was already present at the time the SW or Documentation was supplied.
- a) SW, for which a Trial License has been granted in accordance with Clause 2.4 or which has been supplied for validation purposes in accordance with Clause 5.5, shall be governed by the following liability regulations only if Siemens has willfully hidden the defect.
- b) In the event that the Customer does not exercise its rights with respect to the SW, but decides to exercise said rights with respect to a Previous Version as per Clause 1.5, Siemens shall only be liable for Errors in the Previous Version to the extent to which they also occur in the SW. Claims of the Customer with respect to Errors in Previous Versions which are in the Customer's possession and which arise from license agreements concluded for such Previous Versions, shall not be affected.
- 6.2 With respect to Class A SW, Siemens shall correct Errors at its own discretion by providing a new SW release in which only the relevant Error has been remedied ("ServicePack") or by supplying an upgrade in which the Error has also been remedied. With respect to Class B SW, Siemens is not in the possession of the SW source codes or not authorized to use same. In the event that Siemens is in the possession of a ServicePack or a relevant Upgrade, or if Siemens can procure a ServicePack or Upgrade with reasonable efforts, Siemens shall correct the Error by supplying the ServicePack or Upgrade. The SW Class is derived from the Order Data or CoL. Siemens shall remedy defects in data media by replacing the defective unit with one that is in perfect working order. With respect to the procurement of data medium material, the replacement duty shall not include expenditure incurred in the replacement of lost data and information. If provision of the ServicePack/Upgrade serves to eliminate Errors in the SW for which the Customer has copying rights, the Customer shall be entitled to copy the ServicePack/Upgrade in accordance with the number of copying rights granted to it. However, this regulation shall not apply to copies generated by the Customer with respect to which claims to Error correction have already become statute-barred (see Clause 6.3).
- 6.3 Claims arising from (hidden or apparent) defects become statute barred in 12 months. The period of limitation commences when the CoL pertaining to the SW is received by the Customer.

A Appendix

- 6.4 The Customer shall examine the SW within twenty days after the CoL pertaining to the SW is received by the Customer and notify Siemens without undue delay of any defect. Defects that are not recognizable within the twenty day period shall be notified to Siemens without undue delay after discovery. If the Customer does not notify the defect without undue delay, the SW is deemed to have been accepted with respect to such defect.
- 6.5 Notices of defects shall be given in writing.
- 6.6 Siemens shall be given the opportunity to correct the relevant defect within an appropriate period.
- 6.7 If the Error correction fails, the Customer shall be entitled to demand a reduction in price or to rescind from the agreement.
- 6.8 Claims arising from Errors shall only be recognized if these can be reproduced on the reference hardware / target hardware specified in the Order Data or CoL. Claims arising from Errors shall not be recognized in the event of minor deviations from the relevant Documentation, or minor adverse effects on the usability, or in the case the Errors are in SW extensions implemented by the Customer via the interfaces provided by Siemens to this end.
- 6.9 Error diagnosis and correction shall be implemented at Siemens' premises or at the place where the SW is installed, as Siemens sees fit.
The Customer shall submit the documents and information available to it and required for Error correction to Siemens. If Siemens corrects the Error at the place where the SW is installed, the Customer shall arrange that the required hardware and software as well as the required operating statuses and qualified operating personnel are available to facilitate swift performance of the works. The Customer shall in any case reimburse Siemens for any traveling and accommodation costs incurred by sending personal to the place of installation of the SW.
- 6.10 Any further rights and remedies of the Customer than those as per this Clause 6 (in particular the Customer's right to claim damages) based on a defect shall be excluded.
- 6.11 The stipulations contained in this Section shall apply accordingly to errors in the Documentation.
- 7. Payment Terms and Prices for Other Support**
- 7.1 Prices shall be ex works (according to the Incoterms 2000) and shall exclude the packaging and the sales tax payable under the applicable law.
- 7.2 The payment terms applicable to the SW can be derived from the Order Data or CoL.
- 7.3 Payments shall be made free Siemens' payment office.
- 7.4 The Customer shall only be allowed to offset such claims as are undisputed or have been recognized by declaratory judgement.
- 7.5 Siemens shall issue separate invoices for the following services, at its relevant valid list prices:
a) support during commissioning of the SW,
b) support during analysis and rectification of defects attributable to improper handling or other circumstances not attributable to the SW, or of which the Customer has notified Siemens after expiry of the period of limitation in accordance with Clause 6.3. Payments shall be made within 10 days after Siemens has rendered the relevant support service and the invoice has been received by the Customer.
- 8. Industrial Property Rights and Copyrights**
Unless otherwise agreed, Siemens shall only be liable to provide the SW free of industrial property rights and third-party copyrights (hereinafter referred to as "Property Rights") in the country of the relevant place of delivery. If a third party brings forward legitimate claims against the Customer due to a violation of Property Rights in connection with SW provided by Siemens, Siemens shall accept the following liability towards the Customer within the period specified in Clause 6.3. Apart from the aforesaid, Clauses 6.1 a) and b) shall apply mutatis mutandis.
- 8.1 Siemens shall, at its own discretion and expense, either procure a right to use the relevant SW or modify it such that the Property Rights are no longer infringed, or replace it. If the aforesaid is not reasonably possible for Siemens, the Customer shall be entitled to demand a reduction in price or rescind from the agreement.
- 8.2 Siemens shall only be bound to the obligations described above provided that the Customer has immediately notified Siemens in writing of the claims asserted by the third party, that it has not acknowledged infringement and that all counter measures and settlement negotiations are reserved to Siemens. In the event that the Customer discontinues use of the SW for damage limitation or other important reasons, it shall be obliged to point out to the third party that such discontinuation does not imply any acknowledgement of an infringement of Property Rights.
- 8.3 Claims of the Customer for infringement of Property Rights shall be excluded if the Customer is liable for the infringement of the Property Rights.
- 8.4 Furthermore, the Customer's claims shall be excluded if infringement of the Property Rights has been caused by special instructions given by the Customer, by an application which could not be foreseen by Siemens or by the SW having been modified by the Customer or used together with products other than those supplied by Siemens.
- 8.5 In the case of infringements of other rights of third parties by the SW the stipulations contained in Clause 6 shall apply mutatis mutandis.
- 8.6 Any further rights and remedies of the Customer than those as per this Clause 8 based on an infringement of third parties' Property Rights shall be excluded.
- 8.7 The stipulations specified above shall apply mutatis mutandis in the case of infringement of Property Rights or other rights of third parties by the Documentation.
- 9. Delay**
- 9.1 In the event that non-adherence to specified delivery periods is attributable to force majeure, e.g. mobilization, war, insurrection or similar events such as strike, lockout etc., the delivery periods shall be extended appropriately.
- 9.2 If Siemens is responsible for a delay, the Customer who can prove that it suffered a loss from such delay may claim compensation for this loss of 0.5% for every completed week of delay, but in no event shall the aggregate of such compensation exceed a total of 5% of the price of that part of the SW / Documentation which, because of the delay, could not be put to the intended use.

A Appendix

9.3 Claims of the Customer for compensation which exceed the limits specified in clause 9.2, shall be excluded in all cases of delayed delivery. This shall also apply after expiry of a period granted to Siemens for delivery of the SW. After 3 months of delay, the Customer shall have the right to terminate the agreement. Any further rights and remedies of the Customer than those as per this Clause 9 (in particular Customer's right to claim damages) based on a delay shall be excluded.

10. Impossibility of Performance, Adaptation of Contract

10.1 In the event that delivery of the SW/Documentation is impossible, the Customer shall be authorized to demand compensation unless said impossibility is not attributable to Siemens. However, the Customer's claim for compensation shall be limited to 10% of the value of that relevant part of the SW/Documentation which cannot be put to the intended use due to the impossibility. The Customer shall have no additional rights, in particular neither the right to rescind from nor to terminate the agreement nor to reduce the remuneration nor to claim damages.

10.2 In the event of temporary impossibility, Clause 9 (Delay) shall apply.

10.3 If unforeseeable events in the context of Clause 9.1 substantially change the economic implication or content of the contract or have a considerable impact on Siemens' operation, the contract shall be adapted appropriately and in good faith. If this is not acceptable from a commercial viewpoint, Siemens shall have the right to terminate the contract. If Siemens intends to make use of this right to withdraw, it shall notify the Customer as soon as it realizes the implications of the events, even if an extension of the delivery period was initially agreed with the Customer.

11. Other Claims and Rights of Customer

11.1 Any and all further rights and remedies of the Customer against Siemens for whatsoever legal reason, shall be excluded. In particular, the Customer shall not be entitled to challenge the contract for material error, including any challenge of the contract for an error related to defects of the SW.

11.2 The aforesaid shall not apply if liability is mandatory, e.g. in accordance with the Product Liability Act, in cases of intent, gross negligence by directors and officers of Siemens or in the case of willful hiding of a defect.

11.3 Clause 11.2 shall also be applicable to Clauses 6, 8, 9 and 10.

11.4 The above limitations of liability shall also apply for the benefit of Siemens' subcontractors, licensors, agents, directors, officers and employees.

12. Export Permits, Transfer of Contractual Rights and Duties

12.1 The fulfillment of the Contract is subject to the proviso that required export licenses have been granted or that there are no other impediments arising from German or other export regulations.

12.2 Siemens may transfer the rights and duties arising from this Contract to a third party. This transfer does not become effective if the Customer objects to said transfer within 4 weeks of receipt of such notification. This shall be pointed out by Siemens in the notification.

13. Jurisdiction and Applicable Law, Miscellaneous

13.1 All disputes arising out of or in connection with the present Contract, including any question regarding its existence, validity or termination, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (Paris) by three arbitrators in accordance with the said Rules. Each party shall nominate one arbitrator for confirmation by the competent authority under the Rules (Appointing Authority). Both arbitrators shall agree on the third arbitrator within 30 days. Should the two arbitrators fail, within the above time-limit, to reach agreement on the third arbitrator, he shall be appointed by the Appointing Authority. If there are two or more defendants, any nomination of an arbitrator by or on behalf of such defendants must be by joint agreement between them. If such defendants fail, within the time limit fixed by the Appointing Authority, to agree on such joint nomination, the proceedings against each of them must be separated.
The seat of arbitration shall be Zurich, Switzerland.
The procedural law of this place shall apply where the Rules are silent.
The language to be used in the arbitration proceeding shall be English.

13.2 All disputes shall be settled in accordance with the provisions of these General License Conditions and all other agreements regarding its performance, otherwise in accordance with Swiss substantive law. The application of the UN convention on Contracts for the International Sale of Goods of April 11, 1980 shall be excluded.

13.3 In the event of legal invalidity of individual stipulations, the other parts of this Contract shall remain valid. The aforesaid shall not apply where compliance with the terms of this Contract would constitute unacceptable hardship for either party.

14. Liability of the Licensors of Siemens vis-à-vis the Customer

The SW may be licensed software, i.e. software which has not been developed by Siemens itself but which has been licensed to Siemens by a third party (hereinafter referred to as the "Licensor"), e.g. Microsoft Licensing Inc. In the event that the Customer is then forwarded the terms and Conditions stipulated by the relevant Licensor together with the SW, such terms and Conditions shall apply with respect to the Licensor's liability vis-à-vis the Customer. Siemens' own liability vis-à-vis the Customer shall be governed by these General License Conditions.