

# ACCEPTABLE USE POLICY

## Siemens Digital Industries Software



This Acceptable Use Policy (“AUP”) sets out terms you, and those acting on your behalf, must comply with when using any online services or AI services made available by us (individually and collectively, the “Services”). AI services mean services identified by their provider as incorporating, utilizing, leveraging, or being powered by artificial intelligence.

### 1. CREDENTIALS

You will:

- not use a false identity to gain access to the Services;
- carefully store access credentials and security tokens and protect them from unauthorized access, disclosure or use;
- not gain access to Services by any means other than your user account or other means permitted by us;
- not circumvent or disclose the authentication or security of your user account, the underlying technology or any host, network, or account related thereto;
- ensure that any access credentials are not shared with other individuals and used only by the individual who was granted the credentials. We may change access credentials if we determine at our reasonable discretion that a change is necessary.

### 2. NO ILLEGAL, HARMFUL, OR OFFENSIVE USE OR CONTENT

You will not use, or encourage, promote, facilitate, or instruct others to use, Services for any illegal, harmful, or offensive use or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, fraudulent, infringing or offensive. Your use of the Services and your content stored within the Services will not:

- violate any laws or regulations, or rights of others;
- be harmful to others, or to our reputation, including by offering or disseminating fraudulent goods, services, schemes, or promotions, make-money-fast schemes, Ponzi or pyramid schemes, phishing, farming, or other deceptive practices;
- enter, store or send hyperlinks, or enable access to external websites or data feeds, including embedded widgets or other means of access, in or as part of your content, for which you have no authorization, or which are illegal;
- be defamatory, obscene, abusive, or invasive of privacy.

### 3. NO VIOLATION OF USE RESTRICTIONS

You will not:

- resell, transfer, sublicense, loan, lease or publish Services, or use Services in the operation of a business process outsourcing or other outsourcing or a time-sharing service (unless expressly permitted by us);
- reverse engineer, disassemble, decompile, or otherwise modify, create derivative works based on, merge, tamper with, repair, or attempt to discover the source code of, Services or the underlying technology (except to the extent this restriction conflicts with the applicable law of your jurisdiction);
- access Services from any location prohibited by or subject to sanctions or license requirements according to applicable sanctions and/or (re-)export control laws and regulations, including those of the European Union, the United States of America and/or any other applicable country(ies), and you will only upload non-controlled content (e.g. classification is “N” in the EU, and “N” for ECCN or “EAR99” in the U.S.), unless permitted otherwise by the applicable (re-)export control laws or respective governmental licenses or approvals.

### 4. NO ABUSIVE USE

You will not:

- use documentation provided by us to train any artificial intelligence;
- access or use any Services to develop, train, or improve any artificial intelligence not provided by us, provided that this restriction shall not prevent you from using output from your content that you own for any purpose;
- use web scraping, web harvesting or, web data extraction or any other method not expressly authorized in the Services or by us to extract data from Services;
- remove any proprietary notices or legends contained in or affixed to any Services;
- use AI services as substitute for professional advice;
- use Services in a way intended to avoid or work around any use limitations and restrictions placed on such Services (such as access and storage restrictions), monitoring, or to avoid incurring fees);
- access or use Services for the purpose of conducting a performance test, building a competitive product or service, or copying its features or user interface;
- interfere with the proper functioning or security of any of our systems;
- distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations, including commercial advertising and informational announcements. You will not alter or obscure mail headers or assume a sender’s identity without the sender’s explicit permission.

### 5. NO SECURITY VIOLATIONS

You will not use Services in a way that could result in or facilitate a threat to the security of Services or the underlying technology. You will in particular:

- take reasonable precautions against security attacks, viruses and malicious code on your system, on-site hardware, software or services that you use to connect to and/or access Services;
- not perform any penetration test of or on online Services or the underlying technology without obtaining our express prior written consent;
- not use devices to access or use Services that do not comply with industry standard security policies (e.g., password protection, virus protection, update and patch level).

### 6. OUR MONITORING; REPORTING

You acknowledge that we and our subcontractors may monitor your compliance with this AUP through online Services. We reserve the right to investigate any violation of this AUP. If you become aware of any violation of this AUP, you will immediately notify us and provide us with assistance, as requested by us, to stop, mitigate or remedy the violation. With regard to online Services, we may remove, disable access to, or modify any content or resource that violates this AUP or any other agreement we have with you for use of the Services. We may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. If a party that claims that your use of the online Services or your content violates such third party’s rights or any law or regulation, we may share appropriate customer information.

### 7. COPYRIGHT / DMCA. Siemens will respond to notices of copyright infringement regarding content in accordance with its Copyright Policy, which is available via weblink on the website of the relevant Siemens affiliate or the website from which you access online Services.