

## General Terms and Conditions for Services of Building Technology Systems / Siemens Schweiz AG (Version 10.2023)

### 1. Scope

- 1.1 These General Terms and Conditions apply to the contractual relationship between Customer and Siemens Schweiz AG ("SIEMENS") and are binding for all Services, as defined in Clause 2.1) provided for building technology systems, which SIEMENS provides for customer-specific security and building automation systems ("Service Systems") and whose components (hardware and software) are used to check and optimize the energy efficiency of the systems and/or services that SIEMENS makes available to Customer via a data center (also "Internet-Based Services"). They also apply in the event that Customer accesses its own systems indirectly via the Service Systems.
- 1.2 Services can be provided by SIEMENS either as time and material services or as part of a maintenance/service contract ("Contract").
- 1.3 Contractual services or time and material services are provided exclusively with reference and pursuant to the present General Terms and Conditions for Services of Building Technology Systems ("SIEMENS GTC for Services"). Deviating conditions or special agreements only apply if they have been expressly accepted in writing by SIEMENS.
- 1.4 If the delivery of material or software is agreed or required in connection with the provision of Services (as defined in Clause 2.1), the SIEMENS "General Terms and Conditions for its Product Business / 1 year" and, for software, the SIEMENS "Allgemeine Lizenzbedingungen für Standard-Anwendersoftware" apply. All these General Terms and Conditions are available at [www.siemens.ch/agb](http://www.siemens.ch/agb).

### 2. Services (Content and Scope)

- 2.1 The Services to be provided by SIEMENS, their cycles and intervals are agreed depending on the type, age, and scope of the Service System and taking into account specific Customer needs in the Contract ("Contractual Services") or as individually agreed with Customer ("Time and Material Services")(Contractual Services and Time and Material Services jointly "Services"). In case of Internet-Based Services, Customer receives the non-exclusive, non-transferrable, personal right to access the respective service for use exclusively by its own employees and exclusively within the framework of this Contract via its own hardware and communication channels, and to use it to the agreed extent. SIEMENS provides the service at a data center for remote access via the Internet or another data connection; the terms and conditions governing access and use that are published on the website of the respective Internet-Based Services at the time of use will take precedence over this Contract. Any additional rights, such as a license (of any kind, including decompilation, disassembly, reverse engineering, etc.), availability of Internet Based Services outside the data center, etc., are excluded.
- 2.2 In principle, Services are only provided for products approved by SIEMENS. The exact content and scope of individual Contractual Services are defined in a separate "Service Description," which forms part of the Contract in the then current valid version.
- 2.3 If remote access to Customer's systems is required for the provision of Services, Customer will arrange such access at its own expense and risk. Customer shall grant the necessary authorizations and inform SIEMENS and its employees about its IT procedures at its own expense.
- 2.4 Remote access will be provided within the framework of the most current applicable SIEMENS security concept. SIEMENS may adapt this security concept at any time without prior notice, provided this does not jeopardize remote access. If the remote access cannot be arranged or continued within the framework of this security concept, SIEMENS is no longer obliged to provide Services without compensation for the duration of the interruption.
- 2.5 If the Contract is concluded after the warranty period, agreed in the system delivery contract, has expired, the Contractual Services will only be provided after a fee-based entry inspection has been completed. Any repair work that is determined to be required during the entry inspection will be carried out by SIEMENS and invoiced separately.
- 2.6 The exact content and scope of individual Time and Material Services are agreed individually with Customer.
- 2.7 For each activity that is carried out in connection with the provision of Services, SIEMENS employees issue a work report that serves as proof of the provided Services.
- 2.8 If SIEMENS makes storage space available to Customer, SIEMENS shall secure the transmitted data against unauthorized access in accordance with this Clause 2.8 and in accordance with the data protection conditions. SIEMENS uses firewalls and virus scanners to prevent unauthorized access to Customer's data and the transmission of harmful codes (especially viruses, Trojan horses and the like), insofar as this is possible with reasonable economic and technical effort. However, Customer is aware that a complete protection against these threats is not possible. In this regard, SIEMENS is entitled, but not obliged, to delete data material that incorporates harmful code if the risk cannot be eliminated in any other reliable, technically, and economically appropriate manner. In these cases, SIEMENS will inform Customer.
- 2.9 In order to secure network operation, to avoid serious disruptions to the network, to protect stored information or protect the software, or to respond to related events, SIEMENS may restrict its Services, in particular by restricting Customer's access to its stored data.
- ### 3. Place of Performance and Conduct of the Services
- 3.1 Services are provided at the option of SIEMENS through access at the system installation site in Switzerland and Liechtenstein, in the SIEMENS factory,

through remote access, or from another location, and, in the case of Internet-Based Services, solely from the router exit point of the data center used by SIEMENS. Hardware deliveries are made in accordance with the Incoterms 2020 DDP (delivered, duty paid) to the installation site, unless the Contract provides otherwise. If the remote access is interrupted due to circumstances for which SIEMENS is not responsible and it is therefore impossible to provide the Service, SIEMENS is not obliged to perform Services for the duration of the interruption.

- 3.2 SIEMENS provides Services during normal SIEMENS business hours, unless the Contract provides otherwise.
- 3.3 SIEMENS may modify and/or replace the parts of the Service System delivered under the Contract, provided that the new parts are functionally equivalent or better than the replaced parts and only insofar as they are compatible with the maintained Service System. SIEMENS will make the required adjustments to the technical data and documentation.
- 3.4 SIEMENS shall provide documentation and software on a suitable data carrier of its choice.
- 3.5 In the case of remote access and access at the system installation site, SIEMENS will observe the security provisions and access regulations previously communicated to it by Customer.
- 3.6 SIEMENS may subcontract the performance of the Services to third parties in whole or in part. Upon request, SIEMENS will notify Customer of the subcontractors.
- 3.7 At Customer's request, SIEMENS will provide the names of the employees who have specifically provided remote services within thirty days of their last access.
- 3.8 The personnel deployed by SIEMENS do not enter into any employment relationship with Customer, even if they work on Customer's premises. Notably, SIEMENS may decide in its own discretion regarding the selection and assignment of the personnel and is responsible for remuneration and social benefits.

### 4. Target Dates

Target dates, in particular target dates for the provision of preventive maintenance, are determined by SIEMENS in alignment with Customer. If SIEMENS is prevented from meeting agreed target dates for reasons for which SIEMENS is not responsible and/or if obstacles or events occur that SIEMENS cannot avert despite exercising due care and diligence (where such obstacles include accidents, significant operational disruptions, labor disputes, natural disasters, etc.), SIEMENS will inform Customer immediately about the extent and nature of the delay. The Parties agree on a postponement of the target date or on the further procedure. Unless otherwise expressly agreed in writing, SIEMENS shall incur no liability whatsoever in connection with a delay in delivery. This exclusion does not apply if SIEMENS caused the damage due to delay resulting from gross negligence or willful misconduct.

### 5. Prerequisites for the Performance of Services, Obligations of Customer (Provisions)

- 5.1 By fulfilling its cooperation obligations, Customer enables SIEMENS to begin its Services on time and perform these without any hindrances or interruptions. Examples (without limitations) of these cooperation obligations are listed in Clauses 5.1.1 to 5.1.9 below.
- 5.1.1 Customer will provide SIEMENS and its assistants and subcontractors with timely and unimpeded access to the Service System and its components while complying with the relevant access regulations. Customer shall ensure that a competent SIEMENS contact person is available during the work assignments.
- 5.1.2 If Customer requests a Service, it will describe the initial situation to SIEMENS prior to the start of the assignment and provide SIEMENS with all the information and documents in its possession and that are necessary for the provision of the Services, in particular for troubleshooting and rectifying errors.
- 5.1.3 Customer shall immediately provide SIEMENS with the auxiliary equipment (e.g., scaffolding, lifting tools, signs, barriers, etc.) required under statutory regulations (main accident insurance authority (SUVA)/coordination commission (EKAS)) along with the necessary transmission devices, network connections, and workstations. In addition, all installation work and measurements must be carried out by Customer in accordance with the Swiss Low Voltage Installation Ordinance (NIV). Customer must take the necessary measures to protect the health and ensure the safety of SIEMENS personnel and assistants at the place of performance.
- 5.1.4 As long as SIEMENS is mandated to carry out Services, Customer shall only allow SIEMENS or third parties authorized by SIEMENS to perform work on the Service System.
- 5.1.5 Customer undertakes to observe the relevant operating instructions and, in particular, to comply with the technical framework conditions and environmental values (specifically with regard to room temperature, etc.) that have been approved by SIEMENS. If these general conditions cannot be met for whatever reason, Customer must inform SIEMENS immediately.
- 5.1.6 Customer must report any faults, shutdowns, or dismantling of the Service System to SIEMENS in good time. In particular, Customer shall provide SIEMENS, on request, with any fault reports, data, and logs that may prove useful in analyzing the fault. Customer shall write all events that affect the performance of Services, e.g. alarms, false alarms, error messages, and their causes, in the operating log. Customer must also inform SIEMENS of any structural changes that may make it difficult or impossible for SIEMENS to provide Services. If such a report is not sent to SIEMENS, Customer is liable for all associated risks and negative consequences.

- 5.1.7 In cases where SIEMENS deems it necessary in order to provide the Services, Customer undertakes, after consultation with SIEMENS, to temporarily shut down the entire Service System or parts of the Service System.
- 5.1.8 If fire alarm or sprinkler systems must be shut down (in whole or in part), Customer must also initiate the necessary compensatory measures prescribed by the Cantonal Association for Fire Insurance (VKF) and inform the fire department in the event of interruptions lasting longer than 24 hours.
- 5.1.9 Proper data backup is the responsibility of Customer. Customer is obligated to provide SIEMENS with an up-to-date backup of the entire Service System at any time. If Customer has contractually agreed to a data backup by SIEMENS, content and scope of the data backup is based on the Contract and the associated Service description.
- 5.2 If a Contractual Service cannot be provided in a timely or appropriate manner by SIEMENS for reasons for which Customer is responsible (e.g., incorrect, incomplete, or late fulfillment of orders), SIEMENS may invoice all resulting additional expenses and costs at the applicable rates.
- 5.3 Unless specifically agreed in writing, SIEMENS' Contractual Services do not include: a) rectifying faults and damage, including determining their causes, in installations, devices, and components that were not supplied by SIEMENS; disruptions and damage b) caused by force majeure (e.g., natural disasters); c) the influence of third parties not commissioned or authorized by SIEMENS; d) operating errors; e) failure to observe prescribed environmental conditions (e.g., room temperature, EMC, etc.).
- 5.4 SIEMENS may additionally charge Customer for the costs associated with troubleshooting if the errors reported by Customer can neither be identified nor reproduced during troubleshooting or their cause lies outside the Service Systems.
- 5.5 SIEMENS does not assume any costs for any security and surveillance measures ordered by Customer for the Service Systems maintained by SIEMENS in accordance with the Contract.
- 5.6 Connecting Customer's network, maintaining the network connection, and connecting the devices provided by SIEMENS and the server systems as well as the necessary hardware and software only fall within the scope of Service if this has been agreed in writing. When SIEMENS' obligation to provide the Services expires, connections and corresponding components in devices or systems will be shut down. If Customer's data are transmitted to SIEMENS in accordance with this Contract, it is agreed that the router exit point of the data center used by SIEMENS is the point of transfer of risk.
- 5.7 Insofar as SIEMENS provides Customer with the necessary usage and access authorizations, passwords, and other identification and authentication information ("Access Data"), Customer may only publish this Access Data to its authorized employees who are informed about the terms and conditions agreed with SIEMENS and who agree to keep this information confidential; Customer shall inform SIEMENS immediately if there is a suspicion that Access Data could have become disclosed to unauthorized persons in whole or in part. In general, Customer must inform SIEMENS immediately in writing of any unauthorized use of Access Data or other security-related incidents related to the Services. At the request of SIEMENS, Customer shall designate one (1) employee who is responsible for administering Access Data for all authorized employees of Customer. Customer is liable for all cases of disclosure of the Access Data as well as consequences arising therefrom, provided that SIEMENS is not itself responsible for the disclosure.
- 5.8 Unless otherwise agreed in writing, Customer is responsible for the creation, implementation, and maintenance of a comprehensive and up-to-date security concept that is adapted to the objective individual needs. In particular, Customer must protect the IT infrastructure that it uses to access the Services against misuse in accordance with the state of the art. In particular, Customer shall protect its IT infrastructure against unauthorized remote access, keep the used software up-to-date, perform regular scans for vulnerabilities or subcontract this task to others, and use up-to-date virus protection programs. Customer undertakes not to transmit any data in connection with the use of the Services that contains viruses or other harmful computer codes or files, such as Trojans, worms, or time bomb viruses.
- 5.9 Customer is responsible for using the Services in accordance with the applicable laws and without violating the rights of third parties (e.g., compliance with any labor law requirements, the Swiss Telecommunications Act (Schweizer Telekommunikationsgesetz), export controls, IT security or confidentiality provisions).
- 6. Consideration, Terms of Payment, Price Indexation**
- 6.1 Customer pays SIEMENS a flat-rate fee ("Flat Rate") for the provision of the Contractual Services, plus applicable value-added tax. The Flat Rate must be paid annually in advance at the beginning of the calendar year.
- 6.2 If the system scope specified in the Contract is changed or expanded, or if the Service Systems have been in operation for more than ten (10) years, then SIEMENS may reassess the Flat Rate. In these cases, Customer will be notified of the increase in the Flat Rate by being sent a new annual invoice. If the reported increase is more than 20% of the originally agreed Flat Rate, the adjustment of the Flat Rate and the Contract must be agreed in writing.
- 6.3 Time and Material Services will be invoiced in accordance with SIEMENS' current price list ("Time and Material Services Prices").
- 6.4 Unless otherwise agreed in writing, all invoices must be paid without discount and without any other deduction within 30 days of receipt of the invoice. The amount of the invoice may not be offset against counterclaims. If Customer does not meet the agreed payment deadlines, it will be considered to be in default without the need to receive a payment reminder.
- 6.5 If Customer is in default of payment of owed remuneration, SIEMENS may discontinue the provision of Services. In the event of persistent payment delay, SIEMENS reserves the right to terminate the Contract for cause. Clause 11.2 of this SIEMENS GTC for Services applies.
- 6.6 The Flat Rate and hourly rates shall be adjusted for inflation once per year and follow the wage index of the Swiss Machinery, Electrical and Metal Industry Association (Verband der Maschinen-, Elektro- und Metallindustrie (Swissmem)).
- 7. Warranty**
- 7.1 In the case of delivery of materials, SIEMENS warrants professional and careful performance for a period of 12 months after completion of the respective service or after delivery.
- 7.2 In any case, the warranty expires no later than 18 months after completion of the respective service or after delivery.
- 7.3 SIEMENS does not warrant that the Service Systems can be used error-free and without interruption in all configurations desired by Customer or that they are compatible with devices that were not supplied by SIEMENS. SIEMENS does not warrant for wear-and-tear of parts.
- 7.4 The use, interpretation and implementation of SIEMENS reports, suggestions or recommendations are the sole responsibility of Customer. Insofar, SIEMENS does not assume any responsibility.
- 7.5 SIEMENS only warrants the correctness of the data provided by SIEMENS at the WAN exit point of the data center used by SIEMENS.
- 8. Liability**
- 8.1 SIEMENS has unlimited liability for personal injury caused by it within the framework of the Contract and in accordance with the statutory provisions, and in the event of direct property damage caused by it in connection with the performance of the Services, it shall reimburse the cost of restoring the items up to an amount of CHF 300,000.00 per damage event, but not to exceed a maximum of CHF 1,000,000.00 (one million Swiss francs) per calendar year.
- 8.2 In the event of loss of or damage to data and/or the data carrier material, the obligation of SIEMENS to provide compensation is limited to the restoration of backed-up data.
- 8.3 If Customer uses remote access to make changes to its own system, it is solely liable for this access and for compliance with the applicable legal regulations.
- 8.4 Claims by Customer that go beyond or deviate from those expressly mentioned in the present SIEMENS General Terms and Conditions, in particular claims out of or arising from warranty, claims of delay, non-performance, and damages – for whatever reasons – and any claims of liability for financial loss, loss of profit, loss of use, loss of production, business interruption, or claims by third parties as well for all indirect or consequential damages are excluded, unless SIEMENS is liable due to intent or gross negligence.
- 8.5 Customer is liable for the completeness and correctness of the documents and information that it makes available to SIEMENS, such as in particular system-specific safety guidelines, work instructions, accident prevention provisions, etc. It is responsible for the security of its IT systems.
- 8.6 With regard to its statutory duty to mitigate damage, Customer will cooperate to a reasonable degree to prevent the occurrence of damage and to determine and remedy any damage that has occurred.
- 9. Confidentiality, Use of Data, Personal Data**
- 9.1 Insofar as SIEMENS has access to Customer's confidential data when performing Services, SIEMENS will treat this data confidentially as if it were its own trade secrets, and it will not disseminate it unnecessarily within the Company or group nor will it disclose it to uninvolved third parties. This obligation does not apply to documents and information that demonstrably: a) are generally known without violating this confidentiality obligation; or b) have been obtained lawfully from third parties without an obligation of confidentiality; or c) have been determined independently by SIEMENS. If Siemens involves third parties, SIEMENS ensures that these parties are also bound by these confidentiality obligations.
- 9.2 Customer shall treat all documents received from SIEMENS that are marked "confidential," "manufacturing secret," or "company secret" or similar as if its are its own company secrets and will not disclose them to third parties.
- 9.3 Customer acknowledges that the details, information, and documents relating to it can also be stored and processed outside of Switzerland. They may be disclosed to Siemens AG, Munich, and its affiliated companies, within the framework of the Contract.
- 9.4 In connection with the provision of Services, SIEMENS and/or SIEMENS companies (or, if necessary, subcontractors or suppliers of SIEMENS and/or SIEMENS companies) may possess, receive, collect, store, and process Customer content, system-specific data, metadata, automatically generated data, or other types of information, data, or content from Customers, users, connected devices, or third parties who use or have used the Services as part of the agreed functionality ("Collected Data"). "Customer Content" means content entered by Customer or a User when using Internet-Based Services and any results generated by Customer or a user through use of such Internet-Based Services based on such content, excluding third-party content or other content owned or controlled by SIEMENS or SIEMENS companies or their respective licensors or provided by SIEMENS or SIEMENS companies as part of the Internet-Based Services.
- 9.5 Customer hereby grants SIEMENS and/or SIEMENS companies (and SIEMENS subcontractors or suppliers when acting on behalf of SIEMENS and/or SIEMENS companies) a non-exclusive, transferable, sublicensable, worldwide, royalty-free, perpetual, non-revocable right to use any Collected Data to (i) perform the Services, (ii) improve the Services, (iii) provide new and additional services, add new features and/or change the Services at the discretion of SIEMENS and/or SIEMENS companies, and (iv) create derivative works and aggregated data derived from Collected Data and, where applicable, data from other SIEMENS customers, third parties, and other sources (collectively, "SIEMENS Data"), such as comparative data sets, statistical analyses, reports, and related services. SIEMENS may use SIEMENS Data for any purpose at its sole discretion. SIEMENS Data does not contain any information or data that identifies Customer or third parties as identifiable companies and/or persons. While Collected Data may contain confidential information and/or personally

- identifiable information about customers and/or users, SIEMENS Data may not contain such information.
- 9.6 Customer and SIEMENS shall comply with applicable data protection laws protecting personal data by fulfilling their respective obligations. Insofar as SIEMENS acts as Customer's processor of personal data provided by Customer, SIEMENS will comply with and carry out the Data Privacy Terms described at <https://www.siemens.com/global/en/company/about/compliance/dataprivacy/dataprivacyterms.html>, including the technical and organizational measures described therein. Accordingly, these Data Privacy Terms, including the specific annexes, apply as part of the Contract.
- 10. Rights of Use, Intellectual Property Rights of Third Parties**
- 10.1 Upon full payment of the agreed remuneration, SIEMENS grants Customer the non-exclusive, non-transferable right to use the Service results generated in connection with the Contract or the Time and Material Services within the framework and for the purposes of the Contract or the Time and Material Services. Customer has the non-exclusive, non-transferable right to use the software provided to it in accordance with the license terms of the system contract or any deviating license terms for upgrades. Any deviations from these usage provisions require a separate written agreement.
- 10.2 SIEMENS will take all reasonable efforts to ensure that Services do not infringe the intellectual property rights of third parties in Switzerland and Liechtenstein, as far as SIEMENS is able to foresee it. If a third party asserts legitimate claims under intellectual property rights (patents, copyrights, etc.) in connection with or because of the delivery of hardware and software as well as Internet-Based Services and if use is impaired or prohibited, SIEMENS shall, to the exclusion of further claims at its own expense, either: a) change or replace the Service in question in such a way that it does not infringe on the intellectual property right, but essentially corresponds to the agreed specifications; or b) exempt Customer from license fees when the Service is used by third parties; or c) take back the delivered hardware together with the associated software in exchange for reimbursement of the paid price. SIEMENS may request reasonable compensation from Customer for the use of the hardware and software. Customer must inform SIEMENS immediately of such claims, and it is obliged to support SIEMENS in defending against such claims and may not itself accept third-party claims. Customer leaves all decisions and settlement negotiations with respect to the subject matter to SIEMENS. Under these conditions, SIEMENS assumes all reasonable expenses incurred by Customer.
- 10.3 At Customer's request, SIEMENS will provide the names of the employees who have specifically performed remote service using a technical solution from SIEMENS no later than 30 days after access; if Customer provides SIEMENS with remote access, then it is responsible for providing these names itself.
- 11. Enactment, Term, and Termination of the Contract**
- 11.1 The Contract comes into force when signed by both parties. The term of the Contract begins on the date specified in the Contract (start of Contract) and lasts at least until the end of the following calendar year (minimum term). The Contract is then renewed for a term of an additional calendar year unless one Party terminates it in writing at least three (3) months before its end.
- 11.2 Each contracting party may terminate the Contract (including this SIEMENS GTC for Services) in writing for cause with immediate effect, where cause exists in particular: a) if there are culpable serious, repeated, or ongoing breaches of Contract by the other contracting party, and which are not completely remedied within a reasonable grace period despite a written warning notice; or b) if the other contracting party is permanently insolvent, or it applies for bankruptcy or restructuring proceedings or they are opened against it, or the application is denied due to insufficient assets.
- 11.3 SIEMENS may also terminate the Contract (including these SIEMENS General Terms and Conditions) in writing with immediate effect if the Service System is severely damaged or unusable due to improper handling by Customer or third parties or as a result of force majeure. Customer must notify SIEMENS of such an event immediately. In this case, the remuneration shall be calculated on a pro rata basis. SIEMENS reserves the right to claim damages.
- 11.4 After termination of the Contract, Customer may continue to use the last version of the software installed by SIEMENS in accordance with the applicable terms of use. After termination of the Contract, SIEMENS no longer has any further obligations to perform.
- 11.5 The right to remote access ends at midnight on the day the remote access contract expires.
- 11.6 Either Party may terminate remote access with immediate effect if access is misused or the affected system is otherwise at risk. If the situation persists for more than 30 days, the relevant Contract may be terminated.
- 11.7 If the remote access is terminated, SIEMENS will make a file with Customer's data available for download or place it on a data carrier for a period of 30 days after the termination in exchange for reimbursement of the costs, provided Customer has requested this in writing before the start of the remote access period and Customer's data is stored at SIEMENS.
- 12. Amendments to the Contract, Written Form**
- Amendments and addenda to the Contract (including the SIEMENS GTC for Services, description of Services, and other enclosures) must be made in writing to be valid. All clauses in these SIEMENS General Terms and Conditions that refer to the written form, such as "in writing," "in the written form," or similar, should be understood in such a way that they can also be satisfied using a software solution with an electronic signature. The requirements of this Clause 12 may only be waived in writing (as defined above).
- 13. Export Control and Sanctions Compliance**
- 13.1 Customer must comply with all applicable provisions of sanction, embargo, and export/reexport control law, and in any case those provisions of the European Union, the United States of America, and any other locally applicable legal system (collectively "Export Law").
- 13.2 Except as permitted under Export Law or applicable governmental licenses or permits, Customer may not (i) access the Internet to download, install, access, or use Internet-Based Services from or at any location where access is prohibited or restricted by comprehensive sanctions or where a permit is required under Export Law; (ii) grant access to, transmit, export/reexport (including by so-called "deemed exports/reexports"), or otherwise make available the Internet-Based Services to any company, person, or organization that is included on a (sanctions) list under Export Law or is owned or controlled by a listed party; (iii) use the Internet-Based Services for any purpose prohibited under Export Law (e.g., in connection with armaments, nuclear technology, or weapons); (iv) upload Customer content to the platform of the Internet-Based Services, unless this is not subject to controls (e.g., EU: AL = N; USA: ECCN = N or EAR99).
- 13.3 Customer shall provide any company, person, or organization to whom it grants access, transmits, or otherwise makes available the Internet-Based Services (collectively the "Users") with all information required to comply with Export Law. Customer (i) is responsible for the use of the Internet-Based Services by the user(s); (ii) ensures that all of its obligations under this Clause 13 are assumed by each user; (iii) ensures that all users comply with Customer's obligations under this Clause 13. If Customer becomes aware of a breach of its obligations under this Clause 13, it must immediately terminate the access of the respective user(s) of the Internet-Based Services.
- 13.4 After receiving a corresponding request, Customer will immediately provide SIEMENS with all information about the user(s), the intended use, and the place of use of the Internet-Based Services. Customer will notify SIEMENS prior to providing any defense-related information that requires specially controlled data processing based on applicable government regulations, and it shall use the communication channels and methods stipulated by SIEMENS for this purpose.
- 13.5 Customer shall indemnify SIEMENS, its affiliates, suppliers, and their respective agents against all claims, fines, and costs (including attorneys' fees and expenses) related in any way to the failure to comply with this Clause 13 or the (alleged) violation of Export Law by Customer or its business partners, and Customer undertakes to compensate SIEMENS for all damages and expenses incurred in this regard.
- 13.6 The fulfillment of the Contract by SIEMENS is subject to the proviso that there are no obstacles to the fulfillment due to national or international regulations of foreign trade law and no embargoes and/or other sanctions. Customer acknowledges that SIEMENS may be obliged under Export Law to restrict or block access to the Internet-Based Services by Customer and/or the user(s).
- 13.7 Users shall not:
- 13.7.1 access or use Internet-Based Services from or at a location from which access is prohibited or restricted due to sanctions or where a permit is required under applicable sanctions and/or export/reexport control regulations (including those of the European Union, the United States of America, and/or other relevant countries);
- 13.7.2 provide access to, transmit, or otherwise make Internet-Based Services available to any company, person, or entity listed on a relevant (sanctions) list, or that is owned or controlled by a listed party;
- 13.7.3 use the Internet-Based Services for any purpose prohibited under applicable export control regulations; and
- 13.7.4 upload content to the platform of the Internet-Based Services, unless this is not subject to controls (e.g., EU: AL = N; USA: ECCN = N or EAR99).
- 14. Applicable Law and Jurisdiction**
- 14.1 The Contract or the Time and Material Services (including these SIEMENS GTC for Services) are subject to Swiss substantive law. The United Nations Convention on Contracts for the International Sale of Goods (so-called Vienna Sales Convention) of April 11, 1980 does not apply.
- 14.2 **Zurich** is the place of jurisdiction for all disputes arising from the Contract or Time and Material Services unless another mandatory place of jurisdiction is stipulated under the law. However, SIEMENS is entitled to file legal proceedings against Customer at its place of residence/registered office.