

# Sifinity Control & Sifinity Connect

## Product Specific Supplemental Terms

### Product description general

Please note that two different Offerings are available:

- a) Sifinity Control
  - Standalone access to the cloud-based application for remote monitoring and control of charging stations.
- b) Sifinity Connect
  - Sifinity Control access combined with
  - Cellular internet connectivity based on SIM cards (data plan)

These Product Specific Supplemental Terms for Sifinity Control & Connect (“Product Specific Supplemental Terms”) set out additional terms and conditions and amend the Standard Terms and Conditions and any applicable Supplemental Terms for the Cloud Services as part of Customer’s subscription to Sifinity Connect or Sifinity Control as described in the Product Data Sheet available at <https://www.siemens.com/sifinity-tnc>. Both Sifinity Connect and Sifinity Control (if ordered separately without connectivity) constitute an Offering as that term is defined in the Agreement.

## Entitlements

### 1. Authorized Access and Use

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Unless otherwise defined in the Entitlements, Sifinity Control may be accessed and used only by 5 Authorized Users in the Territory during the Subscription Term, solely for Customer’s internal use as end-user. The Offering including corresponding Documentation and results (e.g. reports) generated with the Offering (in whole or in part) may not be used to provide services or products to third parties. Indirect use of an Offering via hardware or software used by Authorized User does not reduce the number of Authorized Users rights that Customer or Customer’s Affiliate needs to acquire.

Customer is only authorized to use the Offering in accordance with the package to which Customer holds a valid subscription as defined in the Product Data Sheet and/or Order.

### 2. Subscription Term, Upgrades & Downgrades

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The Subscription Term is set out in the Order and will automatically renew in accordance with either Section 10.1 of the UCA or Section 18 of the General Software and Cloud Supplemental Terms (whichever is agreed with Customer in the Order).

The Subscription Term for No-Charge Offerings is defined in the Order and, in case of a missing date, will be 3 months and will end automatically.

The Subscription Term starts on the date specified in the Order. If no date is specified, the start date will default to the date of onboarding to Sifinity Control.

Changes between packages (Upgrade/Downgrade): Upon Customer’s request, Siemens may adapt the selected subscription package. Any change to a higher-value subscription package (“Upgrade”), e.g. from Basic to Advanced/Professional, can be conducted at any time and shall usually become effective upon the date confirmed by Siemens that the Upgrade is implemented. The Upgrade is effective for the then current remaining Subscription Term of the initially ordered

subscription package; prices for the remaining period are adjusted with the day of implementation by Siemens. However, any requested change to a lower-value subscription package (“Downgrade”), e.g. from Professional to Advanced/Basic, can only be requested by the Customer prior to renewal of the Subscription Term in accordance with either Section 10.1 of the UCA or Section 18 of the General Software and Cloud Supplemental Terms (whichever is agreed with Customer in the Order) for the next following Subscription Term.

### **3. Data Privacy**

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Where Siemens acts as Customer’s processor of personal data provided by Customer, the product-specific Additional Data Privacy Terms Annex (including list of Subprocessors), available at <https://www.siemens.com/dpt/si> will additionally apply.

### **4. Data Center Locations**

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Customer Content at rest will be stored within the European Union.

### **5. High Risk Use**

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Customer acknowledges and agrees that (i) Offerings are not designed to be used for the operation of or within a High Risk System if the functioning of the High Risk System is dependent on the proper functioning of the Offering, and (ii) the outcome from any processing of data through the use of the Offerings is beyond Siemens’ control. Customer will indemnify Siemens, its Affiliates, its subcontractors, and their representatives, against any third-party claims, damages, fines and cost (including attorney’s fees and expenses) relating in any way to any use of an Offering for the operation of or within a High Risk System.

### **6. Third-Party Terms**

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Further details regarding applicable Third-Party Terms and options to receive OSS source code are available at the following page: [https://control.emobility.io/assets/html/ReadMeOSS\\_Sifinity\\_Control.html](https://control.emobility.io/assets/html/ReadMeOSS_Sifinity_Control.html)

### **7. Customer’s Responsibilities**

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Siemens, its affiliates, service providers and/or suppliers, at their sole discretion, make available firmware updates, enhancements, changes, modifications, security patches, bug fixes or additional functionality related to the Charging Station (“New Functionalities”) to the Offering, including the software running in cloud infrastructure as part of the Cloud Services contained within the Offering or Software used on, in or for the Charging Station. Unless otherwise agreed in a specific service agreement, such New Functionalities may be (i) provided by Siemens with reasonable notice before such New Functionalities are available and/or (ii) pushed automatically via Remote Services or any other online access available. In case Customer opts out of automatic installations for New Functionalities by informing the responsible Sales representative, the responsibility for the New Functionalities and its installation is with Customer. Non-current versions of the Offering may not be supported by Siemens and may not be updated to future versions. New Functionalities do not necessarily need to have the same functionalities as the previous versions. The license and/or rights for New Functionalities of an Offering shall be as set forth in the Entitlements and the Agreement for the Offering.

Customer agrees that Siemens is only supporting Customer in operating Customer’s charging infrastructure within the agreed Offering. Customer recognizes that Customer is the responsible charge point operator according to the legal, economic, and actual circumstances. Customer is responsible for checking regularly that the charging infrastructure is in a safe and cybersecure condition.

The provision of the Offering is subject to the fulfilment of the prerequisites by Customer as defined in the Product Data Sheet.

## 8. Monitoring, Reporting

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Regarding user-provided Customer Content, Siemens will not engage in moderation, nor employ guidelines, procedures, measures, tools, or algorithmic decision-making for content moderation. If there is content on our Cloud Services that Customer or any Authorized User considers illegal, please refer to <https://www.siemens.com/global/en/products/energy/emobility/sifinity-terms-and-conditions/digital-services-act.html>.”

## 9. Data Use Rights

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In addition to the use rights defined in either Section 6.2 of the UCA or Section 17 of the General Software and Cloud Supplemental Terms (whichever is agreed with Customer in the Order), Customer grants Siemens, its Affiliates and its subcontractors the worldwide, unrestricted and perpetual license to host, store, copy, modify, process, analyze, access, transmit and use the data about products installed at Customer’s plant such as but not limited to product lists, MLFB, machine and parts list data, diagnostic information, location of the product (except any personal contact data), which Customer uploaded for the provision of the Offerings by using the digital services “Assets”, “Life Cycle Check” and “Healthcheck” (“Collected Data”) for (i) the provision of the Offerings in accordance with the Agreement, (ii) performing support request service- and maintenance assignments of Customer, (iii) preparing individual offers for Customer, (iv) creation and provision of a Company View for Collected Data for Customer and its Affiliates and (v) improving and/or expanding other service offerings and products of Siemens.

Company View for Collected Data means an overview of Collected Data belonging to Customer and/or its Affiliates.

## 10. Specific Terms for Connectivity

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Connectivity is an integrated part of Sifinity Connect and may only be used by Siemens for providing Sifinity Connect Services to Customer.

The SIM Card remains Siemens’ property and may not be used by Customer except for the purpose of receiving Sifinity Connect Services from Siemens.

As the cellular connection is a third-party product from a telecommunication provider, Siemens does not assume any responsibility for availability, delay or failure in providing the cellular connection due to conditions beyond Siemens’ control, e.g., atmospheric, geographic, or topographic conditions, damaged SIM-Card or the interruption of cellular services.

## 11. Specific Terms for Secured Remote Login

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Customer acknowledges that the use of VPN technology or any means for secured remote login, remote engineering, or data transfer in connection with the use of the Offering (“Remote Service”) may only be used by Customer if Customer is the owner of the system or data that is accessed or transferred by the Remote Service or is legally authorized by the owner of such systems or data to have them accessed or transferred by such Remote Services. Customer acknowledges further that the use of such Remote Services may be subject to local restrictions or prohibitions including but not limited to those regarding encryption (e.g. use of tunnels), data sensitivity (e.g. production-related data), or cross-border traffic in certain countries. It is Customer’s responsibility to check if such local restrictions or prohibitions apply and to use the Offering in compliance with applicable law.

## 12. Specific Terms for No-Charge Offerings

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In addition to either Section 3.6 of the UCA or Section 7 of the General Software and Cloud Supplemental Terms (whichever is agreed with Customer in the Order), Siemens may also change, limit, suspend, or terminate any No-Charge Offerings at any time. Customer acknowledges that No-Charge Offerings are not ready for production usage and that Customer's use of any No-Charge Offering is at its sole risk and discretion.

## 13. Changes to Supplemental Terms; Enhancement of Offerings

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Siemens may only update these Product Specific Supplemental Terms and/or any other applicable Supplemental Terms during a Subscription Term, provided any such update does not (i) have a material adverse effect on Customer's rights (e.g. with respect to Entitlements or service levels) or (ii) result in a material degradation of the security measures maintained by Siemens with regard to the Offering or Customer Content. The foregoing shall not limit Siemens' ability to make changes to this Product Specific Supplemental Terms and/or any other applicable Supplemental Terms (i) to comply with applicable law, (ii) address a material security risk, (iii) to reflect changes made to the Offering in accordance with any change provision in the Agreement, or (iv) that are applicable to new features, supplements, enhancements, capabilities or additional Cloud Services or Software provided as part of Customer's subscription to the Offering at no extra charge. Any change to these Product Specific Supplemental Terms or any other applicable Supplemental Terms shall apply from the date as notified by Siemens or published on the website as referenced in the Order. Siemens will use commercially reasonable efforts to notify Customer at least 90 days prior to such change or as agreed elsewhere in the Agreement.

## 14. EU Data Act

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For Customers in the European Union purchasing Cloud Services, the terms available at <https://www.siemens.com/sw-data-act> are incorporated herein by reference and apply where Customer wishes to switch the data processing services provider.

Documentation relating to any such switch can be found under <https://www.siemens.com/sifinity-tnc> or will otherwise be provided by Siemens.

## 15. Agreed Service Levels

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Siemens will use commercially reasonable efforts to make the Cloud Services available to Customer up to 24 hours per day and 7 days a week excluding downtime resulting directly or indirectly from any SLA Exclusions. The Cloud Services are available to Customer if its user interface is accessible by login at the exit of the wide area network of the data center used by Siemens to provide the Cloud Services.

## 16. Support

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Customer may contact Siemens' Technical Support organization as primary point of contact for support in relation to the Offering. All Support inquiries, information on the Offering and status updates of your opened tickets must be made through the [webform](#) or [portal](#) (if Customer is located in the United States of America).

Subject to availability, Siemens offers Customer support services via a service desk Monday to Friday, 9am to 6:00pm (CET, CEST) on Business Days.

Siemens will respond to Customer's support inquiry at Siemens' sole discretion via e-mail, hotline or remotely as described in this clause. Customer must ensure remote access to its local networks for e.g. remote diagnoses, upon request by Siemens. The following types of incidents are excluded from the scope of support for Offerings, but Customer may revert such requests to the sales team(s) for resolution:

- incidents regarding a release, version, and/or functionalities of a service developed or configured specifically for Customer (unless otherwise expressly set forth in an Order).
- incidents ascribed to a consulting or training request (“how-to”). These are covered by the online user documentation.
- incidents ascribed to a custom development request.

The Customer Support is available in English.

To receive support services hereunder, Customer shall reasonably cooperate with Siemens’ Support to resolve support incidents and shall have adequate technical expertise and knowledge of its Offering configuration to provide relevant information to enable Siemens’ Support to reproduce, troubleshoot and resolve the experienced error such as, by way of an example, instance name, username, form name and screenshot. Such support services may require that Siemens gets access to Customer Content in which case, Customer is required to issue temporary Credentials to Siemens to permit that access.

## 17. Order of Precedence

In case of inconsistencies between the Order, the Standard Terms and Conditions and these Product Specific Supplemental Terms, the following order of precedence shall apply in subordinate order:

- (i) Order
- (ii) Product Specific Supplemental Terms
- (iii) Other Supplemental Terms (if any)
- (iv) Standard Terms and Conditions

## Definitions

Capitalized terms used herein have the meaning as defined in the Agreement. The following additional definitions apply to these Product Specific Supplemental Terms:

<b>Affiliate</b>	Any entity that controls, is controlled by, or is under common control with either Party; in this context, “control” means ownership, directly or indirectly, of a majority of the outstanding equity of an entity.
<b>Authorized Agent</b>	An individual who requires access to the Cloud Services in support of Customer’s permitted use as consultant, agent, or in fulfillment of a contract with Customer or who is otherwise expressly permitted according to the Agreement to access and use the Offering.
<b>Authorized User</b>	A (i) Customer’s employee, (ii) Customer’s Affiliate’s employee, or (iii) an Authorized Agent.  Each Authorized User must use a unique user identification to access and use the Offering, unless a generic login is expressly permitted in the Order or applicable Documentation. User identifications may not be shared with other individuals.  If the number of Authorized Users is limited, Customer or Customer’s Affiliate may re-assign the right to and use the Offering between uniquely identified individual Authorized Users over time, but not so frequently as to enable sharing by multiple Authorized Users.
<b>Business Days</b>	Business Days are Monday to Friday except local and national holidays at the seat of Siemens.

<b>Charging Station</b>	Charging Station is a Siemens charging station which fulfills the requirements outlined in the Product Data Sheet and is connected with Sifinity Control.
<b>Documentation</b>	The specifics of Offerings and Entitlements are described in the Documentation available at <a href="https://www.siemens.com/sifinity-tnc">https://www.siemens.com/sifinity-tnc</a> which is incorporated herein by reference. Documentation includes information such as applicable limits or other attributes and metrics, prerequisites, or scaling factors for the pricing such as number of Authorized Users or asset attributes, and additional third-party terms which prevail for third-party software, technology, data and other materials, including open source software licensed from third parties.
<b>High Risk System</b>	A device or system that requires enhanced safety functionalities such as fail-safe or fault-tolerant features to maintain a safe state where it is reasonably foreseeable that failure of the device or system could lead directly to death, personal injury, or catastrophic property damage. High Risk Systems may be required in critical infrastructure, direct health support devices, aircraft, train, boat, or vehicle navigation or communication systems, air traffic control, weapons systems, nuclear facilities, power plants, medical systems and facilities, and transportation facilities.
<b>SLA Exclusions</b>	Unavailability or any other performance issue causing downtime of the Cloud Services as a result of: <ul style="list-style-type: none"> <li>(i) scheduled maintenance;</li> <li>(ii) downtime for which at least 24 hours prior notice is provided to Customer;</li> <li>(iii) factors outside Siemens' reasonable control;</li> <li>(iv) actions or inactions of Customer or any third party;</li> <li>(v) any equipment, software or other technology not provided by Siemens; or</li> <li>(vi) suspension or termination of Offerings in accordance with the Agreement.</li> </ul>
<b>Standard Terms and Conditions</b>	Either (a) the Universal Customer Agreement ("UCA"), located at <a href="https://www.siemens.com/cloud-terms">https://www.siemens.com/cloud-terms</a> , or (b) the Base Terms, located at <a href="https://www.siemens.com/terms-of-sale">https://www.siemens.com/terms-of-sale</a> , in each case as indicated in the Order.
<b>Territory</b>	All countries released for sale of the Offering as shown under <a href="https://www.siemens.com/sifinity-tnc">https://www.siemens.com/sifinity-tnc</a> .