

# ARTIFICIAL INTELLIGENCE TERMS OF USE

## Siemens Digital Industries Software



These Terms of Use (“**Terms**”) amend the Universal Customer Agreement (“**UCA**”) or End User License Agreement (“**EULA**”) between Siemens and Customer solely with regard to AI Services (as defined below). These Terms, together with the UCA or EULA, as applicable, and all applicable Supplemental Terms, form the agreement between the parties (“**Agreement**”). In the event of a conflict, these Terms supersede other Supplemental Terms, which supersede the UCA or EULA as applicable. Capitalized terms used herein have the meaning as defined in the Agreement.

### 1. DEFINITIONS

“**AI**” means artificial intelligence technologies including statistical learning, algorithms, models, neural networks, machine learning, deep learning, and related methodologies or tools capable of generating Content based on user input.

“**AI Services**” means services made available by Siemens that Siemens identifies as incorporating, utilizing, leveraging, or being powered by AI.

“**Documentation**” means the instructions for use, learning materials, technical and functional documentation, and API information made available by Siemens with the applicable Offering, in print, online, or embedded as part of a help function, which may be updated by Siemens from time to time.

“**Content**” means data, text, audio, video, images, models, or software.

“**Customer Content**” means Content entered by Customer or any user into the Offering, and any output generated by Customer or any user through use of such Offering based on such Content, excluding any Documentation, Siemens IP, Third Party Content, or other Content owned or controlled by Siemens or its affiliates or their respective licensors and made available by Siemens or its affiliates through or within the Offering.

“**Offering**” means an individual offering that Siemens makes available and identifies in the Agreement. An Offering consists of Cloud Services, Software, Hardware, AI Services, Professional Services, or any combination thereof, along with any associated maintenance and support services and Documentation.

“**Professional Services**” means training, consulting, engineering, or other professional services provided by or on behalf of Siemens under this Agreement pursuant to an Order, excluding Cloud Services.

“**Siemens IP**” means all patents, copyrights, trade secrets, AI, algorithms, models, and other intellectual property rights in, related to, or used in the provision or delivery of, any Offering or technical solution underlying any Offering, and any improvement, modification, or derivative work of any of the foregoing.

### 2. USE OF AI SERVICES

2.1 **Use Rights.** Siemens grants Customer a nonexclusive, nontransferable, limited right to access and use the AI Services within an Offering for Customer’s internal business purposes only.

2.2 **Use Restrictions.** Customer must not:

- i. use the AI Services beyond the scope of access granted;
- ii. permit any users to develop, train, or improve any other AI for the purpose of offering a commercially available product or service that competes directly with the AI Services;
- iii. use web scraping, web harvesting, web data extraction, or any other method to extract data from the AI Services;
- iv. use Documentation provided by Siemens to train any AI;
- v. use the AI Services to create Content in a manner that Customer knows or should know infringes, misappropriates, or otherwise violates any intellectual property rights or other rights of any person, or that violates any applicable law, regulation, or rule.

2.3 **High-Risk Applications.** The AI Services are not intended for use in High-Risk Applications as defined in Article 6 of the EU Artificial Intelligence Act. Customer must promptly notify Siemens if it intends to use the AI Services in a High-Risk Application.

#### 2.4 **Ownership**

- i. These Terms do not confer any ownership rights in Siemens IP to Customer.
- ii. Content generated by the AI Services may not be eligible for intellectual property protection under applicable law.
- iii. Siemens does not claim ownership of Content generated by the AI Services. As between the parties, Customer owns all Customer Content generated by the AI Services.

2.5 **Similar Output.** AI Services may produce similar or identical generated Content for different customers.

2.6 **Professional Services; Deliverables.** Siemens may utilize AI in the performance of Professional Services and development of any Deliverables.

- 2.7 **Infringement Exclusion**. No Siemens indemnification under the Agreement covers claims of infringement related to the generated Content.
- 2.8 **Systems Information**. Siemens and its affiliates and their subcontractors may collect and derive information, statistics, and metrics regarding usage, operation, support, and maintenance of Offerings or from Customer Content (collectively, “**Systems Information**”), and may use Systems Information to market products and services to Customer, support, maintain, monitor, operate, develop, and improve its products and services or enforce its rights, provided that any Systems Information derived from Customer Content may only be used to improve products and services when aggregated with other information so that the original Customer Content is not identifiable.
3. **GENERAL**
- 3.1 **TRANSPARENCY**. CUSTOMER IS SOLELY RESPONSIBLE FOR CHECKING THE ACCURACY AND COMPLETENESS OF AI SERVICES OUTPUT BEFORE USING, SHARING, OR RELYING ON IT. CUSTOMER IS FULLY RESPONSIBLE FOR THIRD-PARTY INFRINGEMENT CLAIMS ARISING FROM THE AI SERVICES OUTPUT.
- 3.2 **NO WARRANTY**. TO THE EXTENT PERMITTED BY LAW, SIEMENS OFFERS NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, ON THE ACCURACY, RELIABILITY, SUITABILITY, OR AVAILABILITY OF ITS AI SERVICES, CONTENT, OR OUTPUT GENERATED BY THE AI SERVICES. ALL WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND CONTINUOUS OR ERROR-FREE OPERATION, ARE DISCLAIMED.
- 3.3 **LIMITATION OF LIABILITY**. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SIEMENS SHALL HAVE NO LIABILITY FOR INACCURACIES, BIASES, OR INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS CONTAINED IN THE OUTPUT.
4. **MODIFICATION**. Siemens may modify these Terms at any time.