

## Update of the General Terms and Conditions for Services of Building Technology Systems / Siemens Schweiz AG (Version 06.2025)

### 1. Scope

- 1.1 This "Update of the General Terms and Conditions for Services of Building Technology Systems / Siemens Schweiz AG" ("Update") applies to all contracts with Customers (a) which are concluded with Siemens Switzerland Ltd. ("SIEMENS") by 31.07.2025 and who (b) were informed accordingly by SIEMENS.

### 2. Amendment of the provision Article 6 regarding Price adjustments

#### 2.1 New provision about indexation of prices

Individual specified prices (e.g., flat rates, materials, licenses) can be adjusted by SIEMENS annually and follows at least the wage index of the Swiss Machinery, Electrical and Metal Industry Association (Swissmem). SIEMENS reserves the right for further price changes in connection with the annual adjustment due to changes of manufacturing, procurement and operating costs as well as market developments.

#### Deleted provision

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)).

### 3. New provision regarding the "Use of Data and Protection of Personal Data"

- 3.1 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 services that SIEMENS makes available to Customer via a data center ("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.
- 3.2 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 services, (ii) improve 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.
- 3.3 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.

### 4. Definitions, unaffected validity of other and further agreements

- 4.1 Capitalized terms and definitions shall have the meaning agreed in the contract, unless explicitly stated otherwise in this Update.
- 4.2 Unless explicitly stated otherwise in this Update, all other and further agreements between Customer and SIEMENS shall remain unaffected and apply accordingly to this Update.