AUTOMATION SOFTWARE SUPPLEMENTAL TERMS

Siemens Digital Industries Software

SIEMENS

These Automation Software Supplemental Terms ("**AS Terms**") amend the Universal Customer Agreement ("**UCA**") between Customer and Siemens solely with regard to the Offerings which have been identified on the order as "Automation Software" or have been assigned the alphanumeric code 'AS' on the Order ("**AS Offerings**"). These AS Terms together with the UCA and other applicable Supplemental Terms, form the agreement between the parties ("**Agreement**"). AS Offerings under these AS Terms may be Software or Cloud Services.

1. **DEFINITIONS**. Capitalized terms used herein have the meaning as defined elsewhere in the Agreement. The following additional definitions apply to these AS Terms:

    "**Affiliate**" means any entity that controls, is controlled by, or is under common control with Customer; in this context, "control" means ownership, directly or indirectly, of a majority of the outstanding equity of an entity.

    "**Authorized Agent**" means an individual who requires access to the AS Offering in support of Customer's or Customer's Affiliates' internal business as Customer's consultant, agent, or contractor, or anyone who is otherwise expressly permitted in writing to access and use the AS Offering.

    "**Authorized User**" means an employee of Customer, an employee of Customer's Affiliates, or an Authorized Agent.

    "**Cyber threat**" means any malicious act or attempted malicious act (including hacking, phishing, malware distribution, denial-of-service (DoS) attacks, and ransomware) that seeks to compromise the confidentiality, integrity, or availability of information.

    "**Error**" means the failure of the AS Offering to conform substantially to the functionalities described in the Documentation.

    "**High Risk System**" means 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.

    "**Instance**" means either an instance in a physical operating system environment or an instance in a virtual operating system environment specified by Customer.

    "**Product Detail Page**" means the online page, accessible through an online marketplace provided by Siemens, describing the AS Offering and which may include a description and information about the AS Offering and the Entitlements applicable to it.

    "**Territory**" means worldwide (subject to Customer's obligations in the Agreement regarding compliance with export controls), unless a geographic area is specified on the Order.

2. **AUTHORIZED ACCESS AND USE.** A subscription or a purchase of a license for an AS Offering that, as the case may be,

    (1) is distinct Software, entitles Customer to permit its Authorized Users in the Territory to use that Software, solely in accordance with the Entitlements. Per default, the Entitlements are Single as User Type and Subscription as License Type.

    (2) is distinct Cloud Services, entitles Customer to (a) have Siemens create a new tenant on these Cloud Services; and (b) permit Authorized Users in the Territory to access and use these Cloud Services, solely in accordance with the Entitlements.

3. **ENTITLEMENT METRICS AND LIMITATIONS.** The following permitted use metrics and limitations will apply to the AS Offering Entitlements if indicated in the Order. Additional specifics on Entitlements may be provided in an Order, in the Documentation, or on the Product Detail Page for an Offering.

3.1. "**Backup**" identifies a license granted solely to support redundancy on Customer's backup or failsafe installations.

3.2. "**Credit**" identifies a pre-paid unit which any Authorized User can convert into a right to access and use the Offering or certain additional functionalities, applications and/or modules of the related Offering designated on the Order. Credits can be consumed during the Subscription Term of the applicable Offering and are not re-usable. The specific functionalities, applications and modules that can be accessed and the quantity of Credits required, and any other details are described in the Documentation

3.3. "**Floating**" or "**Concurrent User**" license means that access to the AS Offering, at any given moment is limited to the number of Authorized Users or Customer's devices for whom licenses have been acquired as per the Order. Customer is entitled to create ten (10) times the number of Instances of the AS Offering for which it has purchased Floating licenses. Example: In case Customer acquires a Floating License for three (3) Authorized Users or Customer's devices, Customer is entitled to create thirty (30) Instances of the AS Offering but may never have more than three (3) Authorized Users or Customer's devices using or running it at the same time.

3.4. "**Named User**" license means that access to the AS Offering is restricted to one specific Authorized User identified by name. A Named User license may not be used by multiple individuals. Customer may re-assign a Named User license to a different individual once per calendar month.

3.5. "**Node-Locked**" or "**Single**" license means that Customer is entitled to create one (1) Instance of the AS Offering and use of the AS Offering. Node-Locked or Single licenses may include a hardware lock device or dongle to manage this restriction. Hardware lock devices or dongles are freely transportable to another workstation without issuing a new license file.

3.6. "**Per Asset**" means that the Entitlements for the Offering are restricted to the number of Assets for which connection rights have been acquired, which means that only that number of Assets can exchange data with the Offering. A Per Asset Entitlement may be further restricted:

  - to a maximum number of data points or ("tags") per Asset, if a number of data points or tags is specified in the Order;

  - to a maximum number of server instances ("Servers"), if a number of Servers is specified in the Order;

  - to a maximum number of instances of sensor software ("Sensors"), if a number of Sensors is specified in the Order; and

  - to a maximum number of instances of agent software ("Agents"), if a number of Agents is specified in the Order.

  Per Asset Entitlements cannot be shared by or between multiple Assets. Indirect data exchange with the Offering via hardware or software used by Customer does not reduce the number of Asset entitlements that Customer needs to acquire.

3.7. "**Perpetual**" or "**Extended**" identifies a license of the AS Offering that extends indefinitely. Perpetual or Extended licenses do not include Maintenance Services.

3.8. "**Subscription**" or "**Rental**" identifies a license to access and use the AS Offering for a limited term as identified in an Order. Maintenance Services are included in the Subscription license fee. For multiple-year Subscriptions, Siemens may require new license keys to be issued during the term.

4. **TRIAL**. An AS Offering identified and delivered as 'trial' constitutes a No-Charge Offering. For the avoidance of doubt, Customer is entitled to use the trial AS Offering for production or other commercial purposes. No-Charge Offerings are provided "AS IS" without warranty, indemnity, Maintenance Services, or other commitments. Customer acknowledges that Customer's use of any trial is at their sole risk and discretion. Customer may terminate the trial subscription at any time during the trial no later than 14 days prior to the end of the trial. Termination of the trial will also result in termination of the correspondingly ordered paid Subscription. Upon expiration of the trial, the term for the corresponding paid AS Offering will begin, unless terminated, and Customer will be invoiced accordingly.

5. **HIGH RISK USE**. Customer acknowledges and agrees that (i) AS 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 AS Offerings and (ii) the outcome from any processing of data through the use of AS 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 AS Offering for the operation of or within a High Risk System.

6. **DATA CENTER LOCATIONS.** Customer Content at rest will be stored within the European Union, except for Customers within the People's Republic of China which Customer Content at rest will be stored within the People's Republic of China.

7. **MAINTENANCE SERVICES.** Maintenance, enhancement, and technical support services for any Software parts of the Offering ("**Maintenance Services**") are included in the Subscription. For Perpetual licenses Maintenance Services may be provided on separate order. Maintenance Services will be provided in accordance with the service levels specified in this section.

7.1. **Support Case Requests**. Siemens' support organization is Customer's primary point of contact for support services. Customer can create support case requests to resolve technical disruptions (also referred to as "incident requests") 24/7 via e-mail to the address specified in the Documentation, by using the support link embedded in the Offering or through SiePortal (www.siemens.com/support-request). Technical support is provided in English and German, with other languages available at Siemens' sole discretion.

7.2. **Standard Support Hours**. Siemens will process support case requests from Monday to Friday (excluding public holidays at Siemens' business seat), 8am to 5pm CE(S)T ("Standard Support Hours"), unless otherwise specified by Siemens.

7.3. **Technical Support**. Subject to a valid subscription, Siemens' technical support staff will exercise commercially reasonable efforts during Standard Support Hours to provide a first reaction to a support case request on a first-come, first-served basis. Support cases are escalated based on severity and complexity. Notwithstanding the generality of the foregoing, the targeted response time is 24 hours. If reasonably requested by Siemens, Customer will allow Siemens to perform Maintenance Services at Customer's facilities or via remote screen-sharing technology.

7.4. **Customer Contact Person**. Siemens may require Customer to designate one or more employees as the technical contacts for Maintenance Services. The employee(s) will be trained on the applicable Software and will serve as the primary contact(s) for requesting and receiving Maintenance Services.

7.5. **Software**. For paid AS Offerings which are Software, Siemens will as part of Maintenance Services:

7.5.1. provide Customer with updates to the Software promptly after each becomes available to Siemens' customers generally. Updates may be either a "Point Release," which typically consists of Error corrections, or a "Major Release" or "Main Release," which typically represents a new version of the Software with new or enhanced functionality. Customer is responsible for (i) the installation and implementation of an update and any potentially required data conversion and (ii) the compatibility and configuration of their own devices and software to work with the Software. Additional maintenance or support services may be available subject to separate order; and

7.5.2. in response to Customer's support case request, exercise commercially reasonable efforts during Standard Support Hours to correct the reported Error of the Software (through a patch, a workaround, or an update) to perform according to the functionalities as described in the Documentation; provided that, Customer accompanies its support case request with a detailed written description and documentation of the alleged Error and provides reasonable support in the root cause analysis and diagnosis of the reported Error. If an Error has been corrected in

an available update, Siemens may require the Customer to upgrade to such a version (including any required Major Release and Point Release updates) rather than providing a separate patch or workaround. Maintenance Services will only cover the most current Major Release/Main Release of the Software. Siemens will not be liable for any damages resulting from Errors that would have been avoided by regularly updating the Software.

7.6. **Cloud Services**. For paid AS Offerings which are Cloud Services, Maintenance Services are governed by the following terms in Section 8.

8. **SERVICE LEVELS**

8.1. **Availability and Uptime Support Measures**

Availability	95%
Business Continuity Window (RTO)*[1]	<24 hours*[3]
Data Backup (RPO)*[2]	<24 hours*[3]
Data Retention	Daily for 1 week Weekly for 1 month

*[1] RTO = Recovery Time Objective, allowing for Cloud Services to be stood up or switched to a secondary availability zone in case of a disaster impacting the single availability zone.
*[2] RPO = Recovery Point Objective for frequency of Data Backup. Where applicable, Data Backup will be done across multiple availability zones in a single region.
*[3] during Standard Support Hours

8.2. **Availability Calculation.** The Availability will be calculated as follows:

$$Availability\ (\%) = \frac{Total\ Time - Excluded\ Downtime - Downtime}{Total\ Time\ - Excluded\ Downtime}$$

Total Time	All time during a calendar month (in minutes).
Downtime	All time during the relevant calendar month (in minutes) when the AS Offering is not available for production use (i.e. user logon and access and use of user interfaces), except for Excluded Downtimes.
Excluded Downtime	All time during the relevant calendar month (in minutes) when the AS Offering is not available for production use (i.e., user logon and access and use of user interface), which is attributable to: (i) scheduled downtime within a Regular Maintenance Window; (ii) downtime for which at least 24 hours prior notice is provided to Customer; (iii) factors outside Siemens' reasonable control; (iv) actions or inactions of Customer or any third party; (v) any equipment, software or other technology not provided by Siemens; or (vi) suspension or termination of AS Offering in accordance with the Agreement.

8.3. **Regular Maintenance Window.** The Regular Maintenance Window will be indicated in the Documentation for that AS Offering. Siemens strives to keep scheduled downtimes as short as possible. Siemens reserves the right to extend or change the times of the Regular Maintenance Window. Siemens will use commercially reasonable efforts to notify Customer at least seven days prior to any such change.

8.4. **Remedies**. Customer must submit to Siemens a support case within 30 days after the end of each relevant Month in which Siemens did not meet the Availability. Any claims not submitted by Customer within the specified time may be denied by Siemens, and Siemens will have no further obligation to Customer with respect to such failure to meet the Availability. If Siemens is unable to meet the Availability contained in the same AS Offering three or more times in a calendar year, then Customer will have the right to terminate the Order for the non-conforming AS Offering. In the event of such termination, Siemens will refund any prepaid fees for the applicable AS Offering on a pro-rata basis for the remainder of the Subscription Term for that AS Offering. The remedies provided in this section will be Customer's sole and exclusive remedies with respect to availability of the AS Offering.

8.5. **Exclusions**. Maintenance Services exclude, but Customer can refer such requests to the sales team for resolution:

(i)   issues regarding a release, version, and/or functionalities of a service developed or configured specifically for Customer (unless otherwise explicitly agreed)

(ii)   consulting or training requests, including "how-to" questions about AS Offerings usage, as these are addressed in the Documentation or require separate order

(iii)   issues ascribed to a custom development request

(iv)   issues stemming from misconfiguration or other improper use of an AS Offering.

If Maintenance Services determines the issue results from such causes, Siemens may charge Customer EUR 200 for expended resources.

9. **SECURITY.** This Section contains Siemens' entire obligation regarding the security of AS Offerings.

9.1. <u>**General.**</u> Siemens maintains a formal security program designed to protect against Cyber threats. As a member of the Charter of Trust alliance (www.charteroftrust.com), Siemens promotes that alliance's cybersecurity principles.

9.2. <u>**Security Level – Cloud Services**</u>. For AS Offerings that are Cloud Services, Siemens' cloud infrastructure is operated under a cybersecurity governance model aligned with ISO 27001 and providers of Siemens' cloud infrastructure are required to (i) implement and maintain a cybersecurity program that complies, inter alia, with ISO 27001 or a successor standard (if any) that is substantially equivalent to ISO 27001 and that is designed to provide at least the same risk management and security controls as evidenced by the certification of the providers under ISO 27001 and (ii) have the adequacy of their cybersecurity measures annually verified by independent auditors. This Section contains Siemens' entire obligation regarding the security of the cloud infrastructure for the Cloud Services.

9.3. <u>**Security Level – Software**</u>. For AS Offerings that are Software, the AS Offerings are developed and maintained in accordance with Siemens' Product Life-Cyle Management (PLM) processes which are certified to IEC62443-4.1 and include security milestones.

9.4. <u>**Certificates**</u>. Cybersecurity certificates like ISO 27001 and IEC62443-4.1, as well as other documents like STAR Registry Listings, can be found on Siemens' website (www.siemens.com/system-certificates) or external websites like https://cloudsecurityalliance.org/star/registry/siemens-ag. Cybersecurity certificates can also be obtained upon request.

9.5. <u>**Security Advisories**</u>. Siemens investigates all reports of security issues and publishes Security Advisories for validated security vulnerabilities that directly involve Siemens products and require applying an update, performing an upgrade, or other customer action. As part of the ongoing effort to help operators manage security risks and help keep systems protected, Siemens discloses the required information necessary for operators to assess the impact of a security vulnerability at www.siemens.com/cert.

9.6. <u>**Holistic Security Concept**</u>. In order to avoid circumstances or events with the potential to adversely impact Customer's and/or Customer's Affiliates' plants, systems, machines and networks via Cyber threats, it is necessary to implement – and continuously maintain – a holistic, state-of-the-art industrial security concept. Notwithstanding Siemens' cybersecurity-related measures with regard to AS Offerings, Customer and Customer's Affiliates remain responsible to prevent unauthorized access to their plants, systems, machines and networks and, to the maximum extent permitted by law, Siemens disclaims all liability for damage resulting from Customer's or Customer's Affiliates' failure to implement an industrial security concept including preventive security measures.