

DEMONSTRATION LICENSE AGREEMENT

Siemens Digital Industries Software

This Demonstration License Agreement (“**Demo License Agreement**”) supplements the existing partner agreement between the Siemens entity identified in the Partner Agreement (“**Siemens**”) and the partner entity identified in the Partner Agreement (“**Partner**”). Access to Demo Offerings at any time will be subject to this Demo License 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.

“**APIs**” means application programming interfaces, connectors, code samples, scripts, tools, specifications, instructions, and related materials made available by Siemens for use with the Demo Offering.

“**AUP**” means Siemens’ Acceptable Use Policy available at <https://www.siemens.com/sw-terms/aup> and incorporated into this Demo License Agreement by this reference.

“**Cloud Services**” means online services and associated cloud-based APIs (application programming interfaces) made available by Siemens under this Demo License Agreement, including but not limited to software-as-a-service, platform-as-a-service, cloud hosting services, and online training services, offered alone or in combination with Software or AI Services. Cloud Services exclude Software, AI Services, Partner Content, and Third Party Content.

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

“**Demo Offering**” means any offering made available to Partner by Siemens in connection with its Partner Agreement for the purposes of demonstrating functionality or otherwise marketing and promoting Siemens’ offerings. Demo Offerings can consist of Cloud Services, Software, AI Services, or Hardware, or a combination of any of the foregoing, and any associated maintenance and support services and Documentation. Demo Offerings and all information shared under this Demo License Agreement are considered “Confidential Information” and subject to the confidentiality obligations set forth in the Partner Agreement.

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

“**Hardware**” means hardware equipment, devices, accessories, and parts delivered by Siemens under this Demo License Agreement, including firmware incorporated therein.

“**Partner Agreement**” means the existing agreement between Siemens and Partner that sets out the parties’ respective roles and responsibilities under the applicable Siemens partner model.

“**Partner Content**” means Content entered by Partner or any user into the Demo Offering, and any output generated by Partner or any user through use of such Demo 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 Demo Offering.

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

“**Software**” means software licensed by Siemens under this Demo License Agreement and made available for download or otherwise delivered to Partner for installation, including updates, modifications, design data, and all copies thereof, associated software-based APIs, scripts, toolkits, libraries, reference or sample code, models, and similar materials.

“**Third Party Content**” means Content, applications, and services owned or controlled by a third party and made available to Partner by the third party through or in connection with Cloud Services.

2. USE OF DEMO OFFERINGS

2.1 Use Rights. Subject to the Partner Agreement and this Demo License Agreement, during the term of the Partner Agreement, Siemens grants Partner the following limited rights: (a) a non-exclusive, non-transferable, limited right to access and use Cloud Services included in a Demo Offering and (b) a non-exclusive, non-transferable, non-sublicensable, limited license to use the Documentation included in the Demo Offering and install and use the Software included in the Demo Offering. These use rights are granted solely for the purposes of (i) demonstrating Siemens software or services to prospective customers; (ii) internal evaluation; and (iii) training Partner’s and Partner Affiliates’ employees.

2.2 General Use Restrictions. Except as authorized in this Demo License Agreement, Partner will not, and will not permit any person or entity to, (i) resell, transfer, sublicense, publish, loan, or lease any Demo Offering, or use any Demo Offering for the benefit of any third party without

the prior written consent of Siemens, (ii) modify, alter, tamper with, repair, or create derivative works of any Demo Offering, (iii) reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code of any Demo Offering, (iv) use any Demo Offering in a manner that could subject such Demo Offering to any open source software license that conflicts with this Demo License Agreement or that does not otherwise apply to such Demo Offering, (v) use any Demo Offering for the purpose of developing or enhancing any product that is competitive with such Demo Offering, or (vi) remove any proprietary notices or legends contained in or affixed to any Demo Offering. Partner will only use APIs identified as 'published' in the Documentation, and only as described therein to support the authorized use of Demo Offerings. Partner may copy Software or Documentation only as required to support use of the Demo Offering as expressly authorized in this Demo License Agreement, and will ensure that any such copy includes all proprietary notices contained in the Software or Documentation or affixed thereto as received from Siemens. The restrictions set out in this Section do not apply to the extent they conflict with mandatory applicable law.

- 2.3 **Acceptable Use Policy; Indemnity.** Partner will comply, and ensure that all users of any Cloud Services or AI Services comply with the AUP. Partner will indemnify Siemens, its affiliates, its subcontractors, and their representatives against any claims, damages, fines, and costs (including attorney's fees and expenses) arising from (i) any violation of the AUP by Partner or any user of the Cloud Services or AI Services, or (ii) any violation of laws, regulations, or rights of others by Partner's or any user's use of any Cloud Services or AI Services.
- 2.4 **Security of Partner Systems.** Partner is responsible for the security of Partner systems, including Software on Partner's systems, and will take commercially reasonable steps to exclude malware, viruses, spyware, and Trojans from Partner's systems.
- 2.5 **Reservation of Rights.** All Software, AI Services, Cloud Services, and non-public Documentation are trade secrets of Siemens and its licensors. Siemens or its licensors retain title to and ownership of Software, AI Services, Cloud Services, Documentation, and Siemens IP. Siemens reserves all rights in Demo Offerings and Siemens IP not expressly granted in this Demo License Agreement.
- 2.6 **Third-Party Technology.** Demo Offerings may contain third-party software, technology, and other materials, including open-source software components, licensed by third parties ("Third-Party Technology") under separate terms ("Third-Party Terms"). Third-Party Terms are specified in the Documentation, or "read me"-, header-, notice-, or similar files. In the event of a conflict with the terms of this Demo License Agreement, the Third-Party Terms prevail with respect to Third-Party Technology. With respect to Software, Third-Party Terms for open-source software prevail to the extent they grant Partner use rights based on the connection of the open-source software with Software. If Third-Party Terms require Siemens to furnish Third-Party Technology in source code form, Siemens will provide it upon written request and payment of any reasonable expenses.
3. **DATA**
 - 3.1 **Security and Data Privacy.** Each party will comply with applicable data privacy laws governing the protection of personal data in relation to their respective obligations under this Demo License Agreement. Where Siemens acts as Partner's processor of personal data provided by Partner, the Data Privacy Terms available at <https://www.siemens.com/dpt> including the technical and organizational measures described therein, apply to the use of the relevant Demo Offering and are incorporated into this Demo License Agreement by this reference.
 - 3.2 **Systems Information.** Siemens and its affiliates and their subcontractors may collect and derive information, statistics, and metrics regarding usage, operation, support, and maintenance of Demo Offerings or from Partner Content (collectively, "Systems Information"), and may use Systems Information to market products and services to Partner, support, maintain, monitor, operate, develop, and improve its products and services or enforce its rights, provided that any Systems Information derived from Partner Content may only be used to improve products and services when aggregated with other information so that the original Partner Content is not identifiable.
 - 3.3 **Partner Content Handling.** Siemens will not acquire any title to or ownership of Partner Content by virtue of this Demo License Agreement. Partner is responsible for the content, management, transfer, use, accuracy, and quality of Partner Content and the means by which Partner acquires such Partner Content. Siemens recommends that Partner confirm the geographic area in which Partner Content will be stored, which may be outside the country in which Partner is located. Partner will ensure that Partner Content can be processed and used as contemplated by this Demo License Agreement without violating any rights of others or any laws or regulations.
4. **DISCLAIMER OF WARRANTIES AND LIABILITY, NO MAINTENANCE SERVICES.** Notwithstanding anything to the contrary in the Partner Agreement, Demo Offerings are provided to Partner "AS IS" without maintenance or support services, without warranty, and without any obligations to indemnify and defend Partner, Partner's affiliates, or any user. SISW AND ITS LICENSORS MAKE NO WARRANTIES OF ANY KIND WITH RESPECT TO THE DEMO OFFERINGS PROVIDED UNDER THIS DEMO LICENSE AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AGAINST INFRINGEMENT. REPRESENTATIONS ABOUT DEMO OFFERINGS OR PRODUCTS, FUNCTIONALITY OR MAINTENANCE SERVICES IN ANY COMMUNICATION WITH PARTNER CONSTITUTE TECHNICAL INFORMATION, NOT A WARRANTY OR GUARANTEE. SISW DOES NOT WARRANT THAT THE OPERATION OF THE DEMO OFFERINGS OR PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. IN NO EVENT WILL SISW, SISW AFFILIATES, SISW'S LICENSORS AND THEIR REPRESENTATIVES BE LIABLE TO PARTNER FOR ANY CLAIMS OR DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO THIS DEMO LICENSE AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE.
5. **TERM, SUSPENSION, TERMINATION.** This Demo License Agreement is effective on the date Partner first receives access to and uses the Demo Offering and continues until terminated. This Demo License Agreement will automatically terminate upon the termination of the Partner Agreement. Further, this Demo License Agreement will terminate effective immediately if Partner fails to comply with any of the terms and conditions of this Demo License Agreement or the Partner Agreement. Receipt by Partner of updates or new releases does not, by implication, extend the term of this Demo License Agreement for that item of Software. Upon termination of this Demo License Agreement for any reason, Partner's rights to access, use, or receive the Demo Offerings automatically terminate. Partner will immediately cease using

the Demo Offerings, remove and destroy all Software and other Siemens Confidential Information relating to such Demo Offering in its possession or control, and certify such removal and destruction in writing to Siemens.

6. EXPORT CONTROL AND SANCTIONS COMPLIANCE

- 6.1 **General.** Partner shall comply with all applicable sanctions, embargoes, and (re-)export control laws and regulations, and, in any event, with those of the European Union, the United States of America and any locally applicable jurisdiction (collectively "Export Regulations").
- 6.2 **Checks for Goods and Services.** Prior to any transaction by Partner concerning goods (including Hardware, Documentation and technology) delivered by Siemens, or services (including Professional Services, maintenance and technical support) performed by Siemens to a third party, Partner shall check and certify by appropriate measures that (i) the Partner's use, transfer, or distribution of such goods and services, the brokering of contracts or the provision of other economic resources in connection with goods and services will not be in violation of any Export Regulations, also taking into account any prohibitions to circumvent these (e.g., by undue diversion); (ii) the goods and services are not intended or provided for prohibited or unauthorized non-civilian purposes (e.g. armaments, nuclear technology, weapons, or any other usage in the field of defense and military); and (iii) Partner has screened all direct and indirect parties involved in the receipt, use, transfer, or distribution of the goods and services against all applicable restricted party lists of the Export Regulations concerning trading with entities, persons and organizations listed therein.
- 6.3 **Non-Acceptable Use of Software and Cloud Services.** Partner shall not, unless permitted by the Export Regulations or respective governmental licenses or approvals, (i) download, install, access or use the Software or Cloud Services from or in any location prohibited by or subject to comprehensive sanctions or subject to license requirements according to the Export Regulations; (ii) grant access to, transfer, (re-)export (including any "deemed (re-)exports"), or otherwise make available the Software or Cloud Services to any entity, person, or organization identified on a restricted party list of the Export Regulations, or owned or controlled by a listed party; (iii) use the Software or Cloud Services for any purpose prohibited by the Export Regulations (e.g. use in connection with armaments, nuclear technology or weapons); (iv) upload to the Cloud Services platform any Partner Content unless it is non-controlled (e.g. in the EU: AL = N; in the U.S.: ECCN = N or EAR99); or (v) facilitate any of the aforementioned activities by any user. Partner shall provide all users with all information necessary to ensure compliance with the Export Regulations.
- 6.4 **Semiconductor Development.** Partner will not, without advance written authorization from Siemens, use Demo Offerings for the development or production of integrated circuits at any semiconductor fabrication facility located in China meeting the criteria specified in the U.S. Export Administration Regulations, 15 C.F.R. 744.23.
- 6.5 **No (Re-)Export to Russia or Belarus.** Partner shall not export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus any Demo Offerings supplied by Siemens in connection with this Demo License Agreement. Partner shall undertake its best efforts to ensure that the purpose of this Section is not frustrated by third parties, including authorized solution partners. Partner shall establish and maintain an adequate monitoring mechanism to detect conduct by any third parties that would frustrate the purpose of this paragraph.
- 6.6 **Information.** Upon request by Siemens, Partner shall promptly provide Siemens with all information pertaining to users, the intended use, and the location of use, or the final destination (in the case of Hardware, Documentation and technology) of the Demo Offerings. Partner will notify Siemens prior to Partner disclosing any information to Siemens that is defense-related or requires controlled or special handling pursuant to applicable government regulations and will use the disclosure tools and methods specified by Siemens.
- 6.7 **Indemnification.** Partner will indemnify and hold harmless Siemens, its affiliates, subcontractors, and their representatives against any claims, damages, fines, and costs (including attorney's fees and expenses) relating in any way to Partner's noncompliance with this Section, including Partner's and its users' and third party business partners' violation or alleged violation of any Export Regulations and Partner will compensate Siemens for all losses and expenses resulting thereof.
- 6.8 **Reservation.** Siemens shall not be obligated to fulfill this Demo License Agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions. Partner acknowledges that Siemens may be obliged under the Export Regulations to limit or suspend access by Partner and/or users to the Demo Offerings.

7. GENERAL PROVISIONS

- 7.1 **Siemens Affiliates and Subcontractors.** Siemens' ultimate parent company or companies directly or indirectly owned or controlled by Siemens' ultimate parent company may exercise Siemens's rights and fulfill Siemens' obligations under this Demo License Agreement. Siemens may use resources in various countries to provide Demo Offerings, including unaffiliated subcontractors. Siemens remains responsible for its obligations under this Demo License Agreement.
- 7.2 **Governing Law and Jurisdiction.** This Demo License Agreement will be subject to the applicable laws set forth in the Partner Agreement and any dispute arising out of or in connection with this Demo License Agreement will be resolved as set forth in the Partner Agreement.
- 7.3 **No Waiver; Validity and Enforceability.** The failure to enforce any provision of this Demo License Agreement will not be construed as a waiver of such provision. If any provision of this Demo License Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be affected, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law. The parties agree that electronic signatures or acceptance of this Demo License Agreement via an electronic system specified by Siemens will have the same force and effect as manual signatures.
- 7.4 **Entire Agreement.** This Demo License Agreement constitutes the full and complete agreement between the parties with respect to the licensing and use of Demo Offerings and supersedes any previous or contemporaneous agreements or communications, whether written or

verbal, relating to such subject matter. The reference to a document that refers to another document will be deemed to also include such other document, unless otherwise stated therein. This Demo License Agreement may not be varied except as set out in writing executed by manual signatures or electronic signatures of authorized representatives of both parties or via an online mechanism, if so, provided explicitly for such purpose by Siemens. No other terms and conditions will apply. The terms of any purchase order or similar Partner document are excluded, and such terms will not apply to any Demo Offering, and will not supplement or modify this Demo License Agreement irrespective of any language to the contrary in such document.