

## Rider for Digital / Building X Service Offerings (“Digital Rider”)

### 1. Services and Terms

1.1 Siemens Canada Limited, (“Siemens”) will provide Customer with digital services that comprise Cloud Services (including Building X Cloud Services) or other Subscription Offerings as described in the proposal (“Proposal”) into which this Digital Rider is incorporated by reference (the “Offering”). The Proposal may include Product and Services Data Sheet(s), statement of work (“SOW”), or other specification summary of the Cloud Services. Provision of the Offering(s) is subject to Customer accepting the applicable terms and conditions in their latest version. The terms and conditions for the Offering(s) consist of, along with the Proposal, the:

- Building Product Specific Terms
- Universal Customer Agreement
- Data Privacy Terms
- Acceptable Use Policy

(collectively the “Digital and Subscription Terms and Conditions” or “Cloud Terms”). The Cloud Terms in their latest versions are available under <https://www.siemens.com/si/cloud/terms>. These terms are intended to be construed harmoniously. The Digital and Subscription Terms and Conditions are applicable only to Offering(s) identified in the Proposal. The Proposal, as it relates to the Offering and the Digital and Subscription Terms and Conditions constitute the legal agreement between you, either individually or on behalf of your corporation, sole proprietor or other business entity (“you” or “your”) and Siemens and each of its respective successors and assigns, governing (i) your access to and use of Siemens’s Offerings, (ii) any information contained in Siemens components providing the same, and (iii) the interface with offline components provided by Siemens or its licensors for use in connection therewith. In the event that the Proposal specifies that Siemens shall access, use, manage and/or administer certain Cloud Services or Subscription Offerings on behalf of Customer based on Collected Data, you authorize Siemens to perform such Services in accordance with the Proposal. All undefined capitalized terms in this Rider shall have the meanings set forth in the Cloud Terms. By accepting the Proposal as it relates to the Offering or latest by paying the fees(s), an individual contract is concluded between Siemens and you (“Individual Contract”) which is governed by the applicable provisions of the Proposal and this Rider, which includes the Digital and Subscription Terms and Conditions in its latest version. Siemens will provide and charge Customer for the Offerings(s) and fee(s) as agreed in the Proposal.

1.2 Under this Proposal, the Parties may agree on more than one Offering resulting in different running Subscription Terms. The term of this Proposal is one year from the date of the last signature of the last signing party (the “Effective Date”). It is automatically extended by the Subscription Term of any Offering Customer orders after the Effective Date and remains valid up and until the Subscription Term of the last active Offering expires. Upon thirty (30) days’ notice, either Party may terminate this Individual Contract for convenience. The terms herein shall remain in effect for the Subscription Term of any active Offering.

1.3 The initial Subscription Term, if applicable, is defined in the Proposal. Customer may send Siemens a request to renew the Offering(s) either manually or through a portal for the Offering(s) (if provided), at least 60 days before expiration. Siemens will either confirm or deny Customer’s request 30 days before expiration. In case Customer does not receive a written or electronic confirmation from

Siemens, renewal of the Offering(s) is denied. For a renewed Subscription Term, the then-current pricing and the then current Digital and Subscription Terms and Conditions apply, without any further adjustment of the terms of the proposal. Offerings which are based on a one-time credit point system do not have a fix subscription term but expire once all credits are utilized.

2. Mobile Applications – Additional Terms

Customer and/or Users may download a mobile application, which is connected to and/or part of the Offering(s) and by doing this accept terms of use for such mobile application. Also, Users can use the ‘Sign-up tab’ at the site of the Offerings to obtain their respective Siemens ID, and by doing this notice terms of use on the site and accept terms and conditions posted on this Siemens ID site. In addition, Customer and/or Users may accept terms of use in connection with a payment service to process an order for the Offerings.

3. Contract Formation – General Provisions

The Proposal, as it relates to the Offering(s) becomes effective it is duly signed - in writing or electronically – and returned by Customer to Siemens in accordance with the terms of the Proposal. Siemens reserves the right to accept or reject such order in Siemens’s sole discretion.

In case any or additional or conflicting terms in your request for proposal, specifications, purchase order or any other written or oral communication are not binding on Siemens unless separately signed by Siemens. To the extent that those terms or any are terms in the Proposal are inconsistent with this Rider incorporating by reference the Digital and Subscription Terms and Conditions, the Rider shall prevail between Siemens and Customer.

**Local Canada Addendum to the Universal Customer Agreement**  
(version Siemens UCA version 1.3 – A042023)

Siemens Canada modifies the Universal Customer Agreement (UCA) in order to ensure compliance with local Canadian law. The changes described below shall be applied to the UCA:

- I. Section 11.1 should be deleted and replaced with “ General. Customer 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, Canada, and any locally applicable jurisdiction (collectively “Export Regulations”).”
  
- II. Section 13.9 should be deleted and replaced with:  
**13.9 Governing Law and Jurisdiction.** This Agreement will be subject to the applicable laws set forth in the table below, as set forth therein, without reference to any conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Any dispute arising out of or in connection with this Agreement will be resolved as set forth in the table below:

| <b>If the Siemens entity named on the Order is in:</b> | <b>the applicable law will be:</b>  | <b>Any dispute arising out of or in connection with this Agreement will be:</b>   |
|--|---|---|
| Any Canadian Province, excluding Quebec                | the laws of Ontario, and the Federal laws of Canada, as applicable therein. | Subject to the jurisdiction of the courts of the Province of Ontario. Each party hereby irrevocably submits itself to the personal jurisdiction of the relevant court of the Province of Ontario for any such disputes. |
| Province of Quebec                                     | the laws of Quebec, and the Federal laws of Canada, as applicable therein.  | Subject to the jurisdiction of the courts of the Province of Quebec. Each party hereby irrevocably submits itself to the personal jurisdiction of the relevant court of the Province of Quebec for any such disputes.   |

Nothing in this Section [13.9](#) will restrict the right of the parties to seek interim relief intended to preserve the status quo or interim measures in any court of competent jurisdiction. Notwithstanding the foregoing, to the extent permissible under applicable laws and to the extent it would not result in the invalidity or inapplicability of this Section [13.9](#), the parties agree that Siemens, at its sole discretion, may bring an action in the courts of the jurisdiction(s) where the Offering is being used or Customer has its place of business, (i) to enforce its intellectual property rights, or (ii) for the payment of amounts due for any Offering.