

Industrial Edge Supplemental Terms

Siemens Digital Industries Software



These Industrial Edge Supplemental Terms (“**Industrial Edge Terms**”) amend the Universal Customer Agreement (“**UCA**”) or End User License Agreement (“**EULA**”) between Customer and SISW solely with regard to the Software identified on the Order Form as “Industrial Edge” or “IE” (“**Industrial Edge Software**”). These Industrial Edge Terms, together with the UCA or EULA, as applicable, and other applicable Supplemental Terms, form the agreement between the parties (“**Agreement**”).

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

“**App**” means a software application capable of running on an Edge Device and processing data from the Edge Device and other connected hardware.

“**Authorized User**” means a Customer employee or an individual who is working on Customer’s premises and require access to Industrial Edge Software in support of Customer’s internal business as Customer’s consultant, agent, or contractor.

“**Edge Device**” means a hardware product capable of running the IE RT Software and of being managed by the IE Management Software.

“**IE Management Software**” means the Software provided by SISW which enables Customer to manage its Edge Devices and Apps.

“**IE RT Software**” means the runtime environment for Apps which connects an Edge Device to the IE Management Software.

“**Industrial Edge Hub**” means the website where Customer can download the Industrial Edge Software and configure the IE Management Software.

2. **INDUSTRIAL EDGE SOFTWARE SUBSCRIPTIONS.**

2.1 **Industrial Edge Solutions.** The use of Industrial Edge Software requires a combination of (a) IE Management Software installed on at least one system, (b) Edge Devices which are running the IE RT Software and are connectable to the IE Management Software and (c) optionally Apps.

2.2 **Subscription Entitlements.** Industrial Edge Software licenses are offered only as a “Subscription”, which means that the use rights are granted only for a limited term as specified in the Order, and except as may be restricted by Export Laws, access and use of the Industrial Edge Software is not restricted to any territory. Maintenance Services for the Industrial Edge Software are included in the Subscription license fee. There following types of Industrial Edge Software Subscription licenses are offered:

(a) an “**Industrial Edge Hub Access**” license permits the Customer to (i) access the Industrial Edge Hub, and (ii) download and install the IE Management Software and the system Apps specified in the Documentation and to have this Software used by Authorized Users.

(b) an **App license** permits the Customer to install and run the named App specified in the Order on a specific number of Edge Devices and to have that App used by Authorized Users. Unless explicitly stated otherwise in the Order, each such license entitles the Customer to install and use the App on just one Edge Device.

(c) an “**Industrial Edge Device**” license permits the Customer to connect a specific number of Edge Devices to the IE Management Software and to have the IE RT Software which is pre-installed on those Edge Devices used by Authorized Users. Unless explicitly stated otherwise in the Order, each such license entitles just one Edge Device to be connected to the Customer’s IE Management Software and to use the IE RT Software on that single Edge Device.

None of the Industrial Edge Software Subscription licenses include any Edge Devices: these must be purchased separately.

2.3 **Responsibility for Users.** Customer shall be responsible for (i) ensuring that Authorized Users use the Industrial Edge Software only in support of Customer’s internal business, (ii) any unauthorized use of the Industrial Edge Software undertaken using credentials associated with Customer’s account, and (iii) any breach of this Agreement by an Authorized User.

2.4 **Excess Use.** Should use of the Industrial Edge Software by Customer or its Authorized Users exceed Customer’s license entitlements (e.g. with respect to the number of Industrial Edge Device Licenses), as described in the associated Order(s) and this Agreement, SISW shall have the right to impose additional fees upon Customer with respect to such excess use at SISW’s then-current rates for the Industrial Edge Software. SISW reserves the right to claim further compensation to the extent the damage sustained by SISW exceeds such fees.

2.5 **Subscription Terms and Renewals.** If not specified otherwise in the Order, the term of the Subscription shall be one (1) year and the Subscription term starts on the date mentioned on the invoice. Upon any expiration of an ongoing Subscription term, any paid Subscription will automatically renew for successive Subscription Terms, unless either party notifies the other party at least 60 days prior to the then-current expiration date that it has elected not to renew. Any renewed Subscription Term will be the same length as the preceding term or 12 months, whichever is greater. The fees during any renewed Subscription term will be the same as during the preceding Subscription term, unless (i) SISW notifies Customer about different future fees at least 90 days prior to the end of the then-current Subscription term or (ii) fees for renewed Subscription term(s) are specified on the Order. Subscriptions identified on the Order as being ‘demo’, ‘test’, ‘evaluation’, ‘beta’ or similar, will not renew. Customer acknowledges that Subscription renewal orders shall be deemed accepted by the Customer by payment of

any invoice issued for the Industrial Edge Software, course of dealing between the parties or continued use of the Industrial Edge Software following the automatic renewal date.

3. **INTERNET CONNECTION REQUIREMENTS.** Download, installation and configuration of the Industrial Edge Software will require an internet connection for the systems on which the IE Management Software is intended to be run. In order to ensure support eligibility Customer must connect the IE Management Software at least once a month to the Industrial Edge Hub via a stable internet connection to get access to updates of the Industrial Edge Software.
4. **CHANGES TO THE INDUSTRIAL EDGE SOFTWARE AND THE LICENSE CONDITIONS.** SISW may modify these Industrial Edge Terms from time to time, at its sole discretion and without advance notice, provided however that any modifications are effective only upon Customer's Subscription renewal; changes cannot take effect during the then-current Subscription term without Customer's express agreement.
5. **INDUSTRIAL EDGE SOFTWARE UPDATES AND SUPPORT.** Maintenance, enhancement, and technical support services for Industrial Edge Software ("**Maintenance Services**") are governed by the terms found at <https://www.siemens.com/sw-terms/mes>, which are incorporated herein by reference. Notwithstanding any other provisions in the Agreement:
 - a) Customer should contact its regular Siemens Industrial Edge expert in case it wishes to report an Error or requires technical support regarding the Industrial Edge Software;
 - b) Maintenance Services will only cover the most current version of the Industrial Edge Software (current Major Release).
6. **INDUSTRIAL EDGE SOFTWARE SECURITY DISCLAIMER.** In order to avoid circumstances or events with the potential to adversely impact Customer's plants, systems, machines and networks via unauthorized access, destruction, disclosure and/or modification of information, denial of service attacks or comparable scenarios (so-called "**Cyberthreats**"), it is necessary to implement – and continuously maintain – a holistic, state-of-the-art industrial security concept. While the Industrial Edge products and solutions are designed with security functions in mind which support secure industrial operations, SISW's products and solutions only form one element of such a concept and it is up to the Customer to configure these functions. Consequently, Customer remains responsible to prevent unauthorized access to its plants, systems, machines and networks and SISW disclaims all liability for damage resulting from such Cyberthreats to the maximum extent permitted by law. Such systems, machines and components should only be connected to the enterprise network or the internet once a month to receive updates but only when appropriate security measures (e.g. firewalls and/or network segmentation) are in place. Customer is advised to take SISW's guidance on appropriate security measures into account, which can be found at <https://www.siemens.com/industrialsecurity>. In this respect updates to Industrial Edge Software should be applied as soon as available and the latest Industrial Edge Software versions should be used, since use of Industrial Edge Software versions that are no longer supported and failure to apply updates may increase exposure to Cyberthreats.
7. **ACCEPTABLE USE POLICY.** Some features of the Industrial Edge Software provide an access point to, or rely on, online services, such as for example the Industrial Edge Hub. The use of those online services is subject to the Acceptable Use Policy, which is incorporated herein by reference and available on <https://www.siemens.com/sw-terms/aup> or any successor website. For the purpose of this Acceptable Use Policy the term "**Cloud Services**" will mean the online services accessed by the Industrial Edge Software.