

Supplemental Terms

Electrification & Automation

These **Supplemental Terms Electrification & Automation** apply to Cloud Services of the Business Unit Electrification & Automation. They supplement the [Base Terms](#) and the [General Software and Cloud Supplemental Terms](#) between the Siemens entity named on the Order and the Customer that accepted the Order for the Offerings.

Capitalized terms are defined at the end of the document or in the [Base Terms](#) or the [General Software and Cloud Supplemental Terms](#).

Governing terms

1. Order of precedence

The order of precedence of Section 23 of the Base Terms is hereby amended as follows:

- a. Order (excluding any Customer general terms and conditions, even if the document states differently);
- b. Documentation (e.g. Product Sheet, Data Sheet);
- c. these Supplemental Terms Electrification & Automation;
- d. General Software and Cloud Supplemental Terms and, if any, other Supplemental Terms;
- e. Base Terms.

Use of Offerings

2. Users and use rights

The specifics of the Offerings and the Entitlements are described in the applicable Documentation. The Documentation may include information such as required technical prerequisites, applicable limits, pricing metrics (e.g. number of Users), asset attributes, service level agreements and/or additional Third-Party Terms. If no geographic area is defined, the geographic area shall be the country, in which the Siemens entity named on the Order has its registered seat.

Customer may reassign access rights to different individual Users over time provided the Entitlements and pricing model allow it. If there is a restriction on the number of Users, Customers may not reassign access rights so frequently that it effectively allows multiple Users to share them. Indirect use of an Offering via Connected Devices does not reduce the number of User that Customer needs to acquire.

3. Extended use

Customer may authorize:

a. Internal use

its Affiliates and/or third parties to access and use the Customer's account for the Offerings, solely for the internal business purposes of the Customer and/or its Affiliates.

b. External use

its end-customers to access and use the Customer's account for the Offerings for the Customer's business purpose, where extended licensed use rights for Offerings are agreed between Siemens and the Customer.

The extended use rights are subject to any limitations in the Entitlements and the Agreement.

4. Customer's responsibilities

4.1. Contractual Relationship

Siemens will provide the Offerings only to Customer and will not have any contractual obligations towards Users.

Customer shall enter into appropriate agreements with Users to process and protect Customer Content (including personal data). These agreements between Customer and Users shall allow Siemens and its subcontractors to process any Content (including personal data) of Customer and its Users accessing via extended use rights as described in Section 3.

Customer is responsible for obtaining all necessary permissions for Siemens, its Affiliates and their subcontractors to:

- a.** access and provide Remote Services to third party systems;
- b.** install Updates to third party systems; and
- c.** use data as per Section 9.1.

4.2. Assets and Connected Devices

Customer acknowledges and agrees that:

- a.** Customer is and always remains in control of and is responsible for Assets and Connected Devices; and
- b.** Cloud Services do not substitute the proper surveillance of Assets and Connected Devices by Customer.

5. IT-Security

Unless otherwise stipulated in the Documentation or in the Agreement, the following security principles apply for the Offering: Siemens maintains a formal security program that is designed to protect against threats or hazards to the security of Collected Data. Providers of Siemens' cloud infrastructure are required to (i) implement and maintain a security program that is modelled after, *inter alia*, the ISO 27001 or any standard that is substantially equivalent to ISO 27001 and that is designed to provide risk management and security controls that correspond in principle to the certification of the providers under ISO 27001 and (ii) have the adequacy of their security measures verified either by Siemens or independent auditors. Siemens' Offering (i) employs firewalls, anti-malware, intrusion detection/prevention systems (IDS/IPS), and corresponding management processes designed to protect service delivery from malware and (ii) is operated under a security governance modelled after ISO 27001. This Section 5 contains Siemens' entire obligation regarding the security of Collected Data and the Offering.

6. Remote access

If remote access is specified in the Documentation, Siemens, its Affiliates and its subcontractors have the right to exert such remote access.

7. Use restrictions

7.1. High risk use

Customer acknowledges and agrees that:

- a.** the 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 Offerings; and
- b.** the outcome from any processing of data by a High-Risk System through the use of the 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 Offering for the operation of or within a High-Risk System.

7.2. Artificial Intelligence

If specified in the Documentation, the Offerings may be based on or accompanied by Artificial Intelligence including Generative artificial intelligence ("GenAI") services, including chatbots and assistants at a price or free of charge. AI generated or based Content, results and responses may not be entirely accurate or reliable.

For details on GenAI services, refer to Siemens' [Generative AI Terms of Use - Siemens Global](#) and [Generative AI Chat Privacy Information - Siemens Global](#).

Subscription & Renewals

8. Subscription and renewals

8.1. Subscription plan

Customer subscribes to an Offerings according to the subscription plan defined in the Documentation and/or the Order and in accordance with this Agreement.

8.2. Renewal

To avoid renewal, a party must notify the other party at least thirty (30) days before the end of that Subscription Term.

Offerings which are based on a one-time credit point system (as defined in the webstore identified in the Documentation of the respective Offerings) do not have a fix subscription term and do not renew automatically, but expire once all credits are utilized.

8.3. Price upon renewal

The price during any renewed Subscription Term will be the same as that in effect at the end of the preceding Subscription Term, unless:

- a. Siemens notifies Customer about a price change at least 60 days before to the end of the then-current Subscription Term; or
- b. the price for the renewed Subscription Term is specified in the Order.

Data

9. Data usage

9.1. Siemens' use rights

Siemens, its Affiliates, and their subcontractors may use Collected Data.

Siemens, its Affiliates, and their subcontractors may create derivative works and aggregated data derived from Collected Data, other Siemens customers, third parties and other sources, including without limitation, comparative data sets, statistical analyses, reports and related services (collectively, "Siemens Data"). Siemens Data will not incorporate Confidential Information of Customer, nor personal data of Users, nor data specifically identifying the Customer or third parties as company. Siemens may utilize Siemens Data within its discretion for any purpose.

These use rights complement Section 5b of the Base Terms and Sections 15.2b and 17 of the General Software and Cloud Supplemental Terms.

9.2. Data Hosting

Collected Data will be hosted within the location defined in the Documentation.

9.3. Effect of termination or expiration

Upon termination or expiration, the Collected Data related to the terminated or expired Offerings will remain stored, unless Customer requests Siemens to remove and/or return such Collected Data to Customer.

Terms and conditions for such removal and/or return shall be agreed between Siemens and Customer.

It shall be Customer's sole responsibility to proceed at its own costs with any action it deems necessary to ensure that all Connected Devices are disconnected from the Cloud Services without undue delay from the date on which the Customer's account is deactivated or, as applicable, from the date of expiration or termination.

Other

10. Assignment to Siemens Affiliates

Siemens may transfer the rights and obligations under the Order to any of its Affiliates as per the start of a new subscription term provided that Siemens informs Customer about such change at least 60 days in advance. Customer may choose not to renew the Subscription term.

Definitions

Asset	A physical or virtual computer appliance or other Hardware e.g. switchgear, relay, RTU, overhead line etc. which is monitored by a Connected Device.
Collected Data	Customer Content, System Information, meta data, automatically generated data, or any other type of information, data or content from Assets, Connected Devices, Customer, Users, or third parties using or having used the Offerings that Siemens and/or Siemens Affiliates (or where required Siemens' and/or Siemens Affiliates' service providers or suppliers) may obtain, receive, collect, store and process in connection with the use of the Offering.
Connected Device	A physical or virtual computer appliance or other Hardware, that is collecting data from an Asset and communicating to a Cloud Service via Internet.
GenAI	Has the meaning assigned to it in Section 7.2.
High-Risk System	A device or system requiring 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.
Siemens Data	Has the meaning assigned to it in Section 9.1.
User	A person or entity that accesses Offerings under this Agreement, whether such access is given by Customer, by Siemens at Customer's request or by a third Party authorized by Customer. Each User must use a unique user identification to access Offerings, unless a generic login is expressly permitted in the Order or applicable Documentation.