

ARTIFICIAL INTELLIGENCE TERMS OF USE



Siemens Digital Industries Software

These Terms of Use (“**Terms**”) supplement and amend the applicable order and agreement between the parties (collectively, the “**Agreement**”) with respect to any AI powered conversational experiences in products or services provided by Siemens, as well as any other AI powered generative experiences on or resulting from products or services provided by Siemens pursuant to such Agreement (collectively “**AI Services**”).

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 processing Content to generate predictive outcomes, synthesize new Content, or execute autonomous actions.

“**AI Services**” means the services defined above. AI Services are labeled or described by Siemens in an Offering or with respect to an Offering as incorporating, utilizing, leveraging, or being powered by AI.

“**High-Risk Applications**” means an AI or technology that requires enhanced safety components or products and risk management features, such as fail-safe, fault-tolerant, or conformity assessment measures, to ensure a secure state in the event of failure. This includes systems where failure or malfunction may reasonably be expected to result in death, personal injury, catastrophic property or environmental damage, or significant adverse impacts on fundamental rights and public interests. High-Risk Applications include, but are not limited to, systems implemented 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, biometric identification, education, employment, social benefits, law enforcement, migration, justice, medical systems and facilities, and transportation facilities.

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

“**Offering**” means an individual offering that Siemens makes available and identifies in the Agreement. An Offering consists of Cloud Services, Software, Hardware, AI Services, Professional Services, or any combination thereof, along with any associated maintenance and support services and Documentation.

“**Output**” means any Content produced, modified, or generated by the AI Services in the Offering, including but not limited to results, outputs, analyses, predictions, recommendations, or other materials, including Content created through Customer’s input or prompts.

“**Siemens IP**” means all patents, copyrights, trade secrets, AI, algorithms, models, any derivative works of the foregoing, and other intellectual property rights in, related to, or used in the provision or delivery of any Offering or technical solution underlying any Offering, including any improvements, modifications, or derivative works thereof.

2. USE OF AI SERVICES

2.1 **Use Rights.** Siemens grants Customer a nonexclusive, nontransferable, limited right to access and use the AI Services within an Offering for Customer’s internal business purposes, solely in accordance with the Agreement.

2.2 **Use Restrictions.** Customer must not:

- i. use the AI Services beyond the scope of access granted;
- ii. permit any users to access or use the AI Services to develop, train, or improve any other AI, including a competing or similar product or service;
- iii. use web scraping, web harvesting, web data extraction, or any other method to extract data from the AI Services;
- iv. use the Offerings to create Output or use Output in a manner that Customer knows or should know infringes, misappropriates, or otherwise violates any intellectual property rights or other rights of any person, or that violates any applicable law, regulation, or rule.

2.3 **High-Risk Applications.** The Offering is not intended for use in High-Risk Applications. Siemens will not be liable for any claims, damages, losses, costs, or liabilities arising from the use of any Offerings in High-Risk AI Applications, and Customer will indemnify and hold Siemens harmless against any such claims.

3. OUTPUT

3.1 **Verification of Output.** Customer should independently verify the accuracy and appropriateness of any Output before relying on or utilizing such Output for any purpose.

3.2 **Similar Output.** AI Services may produce similar or identical Output for different customers.

3.3 **Indemnification Exclusion.** Any Siemens indemnification provided under the Agreement does not apply to the Output.

4. OWNERSHIP

4.1 **Rights Granted to Siemens**

- i. Siemens and its affiliates and their subcontractors may collect, store, and analyze conversational experiences with the AI Services (input and Output) to train and improve its products or services and enhance the overall user experience. This use includes, but is not limited to, identifying patterns, correcting inaccuracies, and enhancing response quality. Siemens may allow Customer to customize data use and access permissions through the system settings.

ii. Siemens owns all Siemens IP, including the rights to the AI Services.

4.2 **Rights Granted to Customer**

i. Output may not be eligible for intellectual property protection.

ii. The ownership and usage rights associated with the Output are subject to applicable laws.

5. **DISCLAIMER**

5.1 **NO WARRANTIES ON ACCURACY AND AVAILABILITY.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, SIEMENS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS, RELIABILITY, SUITABILITY, OR AVAILABILITY OF THE AI SERVICES, ANY CONTENT, OR THE OUTPUT.

5.2 **DISCLAIMER OF IMPLIED WARRANTIES.** SIEMENS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND UNINTERRUPTED OR ERROR-FREE OPERATION.

5.3 **LIMITATION OF LIABILITY.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, SIEMENS SHALL HAVE NO LIABILITY FOR INACCURACIES, BIASES, OR INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS CONTAINED IN THE OUTPUT.

6. **MODIFICATION.** Siemens may modify these Terms at any time.