Data Exchange & Traceability Platforms Supplemental Terms

Siemens Digital Industries Software

These Data Exchange & Traceability Platforms Supplemental Terms ("**DETP Terms**") amend the Universal Customer Agreement ("**UCA**") between Customer and Siemens solely with regard to Offerings identified on the Order as "DP" ("**DETP Offering**"). These DETP Terms together with the UCA and other applicable Supplemental Terms, form the 'Agreement' between the parties.

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

   "**Affiliate**" means any entity that controls, is controlled by, or is under common control with Customer; in this context, "**control**" means ownership, directly or indirectly, of a majority of the outstanding equity of an entity.

   "**Artificial Intelligence**" means computer technology, including Machine Learning, with the ability to simulate human intelligence to: (i) analyze data and statistics to reach conclusions about it, find patterns, and predict future behavior; and/or (ii) learn from data and statistics and adapt to perform certain tasks better over time. "**Machine Learning**" means an Artificial Intelligence technique that can be used to design and train algorithms to learn and adapt from and act on data and statistics without human supervision or following explicit instructions.

   "**Asset**" means a particular product, good or service for which data is made available to the Customer on the Platform.

   "**Authorized Agents**" means an individual who (i) requires access to DETP Offering in support of Customer's internal business as Customer's consultant, agent, or contractor, or (ii) is otherwise expressly permitted in the Order to access and use the DETP Offering.

   "**Authorized User**" means an employee of Customer, an employee of Customer's Affiliates, or an Authorized Agent. Each Authorized User must use a unique user identification to access and use the Platform. User identifications may not be shared with other individuals. Each Authorized User may not overuse or misappropriate its role that Customer may have assigned to the Authorized User. The scope of authorities for each role are described in the Documentation applicable to the DETP Offering.

   "**Customer Result**" means any output that Customer or any Authorized User generate through use of a DETP Offering. Examples of Customer Results are a product passport or a product carbon footprint.

   "**Other User Content**" means Content uploaded or controlled by a Platform user other than the Customer's Authorized Users that such other Platform user chooses to make available to Customer's Authorized Users through the Platform.

   "**Product Detail Page**" means an online page, accessible through an online marketplace provided by Siemens, detailing and describing the DETP Offering.

   "**Platform**" means the Cloud Service as described in the applicable Documentation for the DETP Offering.

   "**Platform Add-On**" means Content (excluding Third Party Content) including distinct Software, distinct Cloud Services, Platform modules, and supplementary data and data sets provided by Siemens that integrate and/or interoperate with the Platform or Customer Content, enhancing the Platform's existing feature set and capabilities by providing supplementary feature or functionality or supplementing Customer Content.

   "**Territory**" means the countries where Siemens has released the DETP Offering for registration and use of the relevant Platform as listed in the applicable Documentation.

2. **AUTHORIZED ACCESS AND USE OF THE PLATFORM**. A subscription for a Platform entitles Customer during the Subscription Term to (a) have Siemens create a new tenant on the subscribed Platform and a company account for such Customer; (b) permit Authorized Users in the Territory to register with Customer's company account and to access and use the Platform as described in the Documentation.

3. **AUTHORIZED USE OF A PLATFORM ADD-ON**. A subscription or a purchase of a license for a Platform Add-On that, as the case may be,

   (1) is distinct Software, entitles Customer during the applicable Subscription Term to permit its Authorized Users to use that Software, solely in accordance with the Entitlements. Per default, a subscription entitles Customer to create and use one (1) single instance of the Software on either an instance in a physical operating system environment or an instance in a virtual operating system environment specified by Customer.

   (2) is a distinct Cloud Service, entitles Customer during the applicable Subscription Term to (a) have Siemens create a new tenant on that Cloud Service; and (b) permit Authorized Users in the Territory to access and use that Cloud Service, solely in accordance with the Entitlements.

   (3) is a Platform module, entitles Customer during the applicable Subscription Term to (a) have Siemens unlock the module for Customer's company account; and (b) permit its Authorized Users to use the module, solely in accordance with the Entitlements.

   (4) is supplementary data or a data set, entitles Customer to permit its Authorized Users to use the data, solely in accordance with the Entitlements. Customer will not use (or permit third parties to use) data for the purpose of Machine Learning or to otherwise train Artificial Intelligence technologies to generate output, including, without limitation, technologies that can generate calculations, mappings or similar.

4. **ENTITLEMENT METRICS AND LIMITATIONS**. The following permitted use metrics and limitations will apply to the DETP Offering Entitlements if indicated in the Order. Additional specifics on Entitlements may be provided in an Order, in the Documentation, or on the Product Detail Page for an Offering.

4.1 "**Named User**" means that access to the DETP Offering is restricted to a specific Authorized User identified by name. Unless provided otherwise in the Documentation for that DETP Offering, Customer may re-assign the Named User entitlement to access and use the Offering from one Authorized User to another Authorized User once per calendar month.

4.2 "**Floating**" or "**Concurrent User**" means that access to the DETP Offering, at any given moment is limited to the number of Authorized Users for whom access entitlements have been acquired as per the Order.

4.3 "**Per Asset**" means that the Entitlements for the DETP Offering are restricted to submitting or accessing data regarding Assets up to the number of Assets as indicated in the Order. Whether the Entitlements for the DETP Offering are limited to accessing or submitting data is specified in the Order, or, by default, in the Documentation for the DETP Offering.

5. **AUTHORIZED USE OF CUSTOMER RESULTS**. A subscription for the Platform and/or a Platform Add-On entitles Customer to evaluate, create, generate, configure, verify/certify, share, publicly report, and otherwise use Customer Results solely for internal operations and not for commercial purpose, i.e., to provide services or products to third parties.

   If and to the extent Customer Results contain Third Party Content, Other User Content, or Content owned or controlled by Siemens or its affiliates or their respective licensors made available by Siemens or its affiliates through or within the Platform, use of Customer Results may be subject to (i) the licensing terms made available by the third party or other user, (ii) Section 8 below, or (iii) additional license terms made available by Siemens.

6. **USE OF APIS**. If the Platform includes Application Programming Interfaces that are identified as published in the Documentation (collectively the "APIs"), Customer may use such APIs to develop software and use and access the Platform through such APIs for Customer's internal use. Customer may only use the APIs within the Entitlements set forth in the Order, the Product Detail Page and/or in the Documentation and not use the APIs to enable unauthorized use of the Platform. Siemens has no obligations or liability for software developed or acquired by Customer using the APIs.

7. **USE OF ARTIFICIAL INTELLIGENCE**. A Platform Add-On may contain Artificial Intelligence as set forth in the Documentation. Customer acknowledges that the Artificial Intelligence depends on the database, patterns, and models available up to its training date and may not reflect real-time developments or changes. Thus, the output generated by Artificial Intelligence may not be precise or up to date. Customer will and will cause Authorized Users to verify the output obtained from Artificial Intelligence before making any decision or taking actions based on that output. Reliance solely on output generated by Artificial Intelligence is at Customer's sole discretion and risk. Siemens does not guarantee or otherwise warrant the accuracy, completeness, or reliability of the Artificial Intelligence and disclaims any liability arising from any inaccuracies or omissions in the output.

8. **DATA EXCHANGE**. The Platform made available under these DETP Terms is a data exchange platform and enables Customer and its Authorized Users, respectively, to upload and share Customer Content and/or to receive Other User Content.

8.1 <u>License to use Customer Content</u>. Customer grants each other Platform user the non-exclusive, perpetual, irrevocable, sublicensable, transferable, royalty-free, fully paid, and worldwide right to use Customer Content that Customer chooses to make available to such other Platform user for the purpose of evaluating, configuring, creating, generating, verifying/certifying, sharing, publicly reporting, and otherwise using the Customer Result.

8.2 <u>Use of Other User Content</u>. Customer acknowledges and agrees and ensures that its Authorized Users acknowledge and agree that Other User Content qualifies as confidential information of the disclosing user, or its employer (the "**disclosing party**"), unless such Other User Content (i) is or becomes generally available to the public other than by violation of Customer's confidentiality obligations; (ii) becomes available to Customer from a source other than the disclosing party, provided that Customer has no reason to believe that the information is subject to an obligation of confidentiality; (iii) was in Customer's possession without obligation of confidentiality prior to receipt from the disclosing party; or (iv) is independently developed by Customer without the use of disclosing party's Confidential Information.

   By default, and unless otherwise agreed between the receiving Customer and the disclosing party, the receiving Customer will:

   (i) use such Other User Content solely for the purpose of evaluating, generating, verifying/certifying, sharing, publicly reporting, or otherwise using the Customer Result, provided that, in the case of publicly reporting Customer will use the Other User Content only in aggregated form and not disclose any information or (meta)data that discloses the source of Other User Content without the disclosing party's prior consent;

   (ii) not use (or permit third parties to use) Other User Content for the purpose of Machine Learning or to otherwise train Artificial Intelligence technologies to generate Customer Results;

   (iii) always treat Other User Content as confidential and protect it using the same means that Customer uses to protect its own information of a similar confidential nature, and in any event not less than reasonable means;

   (iv) not disclose Other User Content to third parties, except to those of its employees, employees of affiliated entities, advisors, and contractors who have a need to know such Other User Content and who must have executed a written confidentiality agreement no less stringent than the confidentiality obligations contained in this Agreement. Customer will be liable for compliance with these confidentiality obligations by each recipient;

   (v) where Customer is required by a governmental agency or law to disclose Other User Content, Customer will give written notice to the disclosing party promptly upon receipt of notice of the required disclosure to the extent such notice is permitted by law, and cooperate with disclosing party to limit the scope of disclosure;

(vi) that the disclosing party including its employer are third-party beneficiaries of these confidentiality obligations, and that the disclosing party will have the right (and will be deemed to have accepted the right) to enforce these confidentiality obligations against Customer as a third-party beneficiary; and

(vii) destroy, upon request of the disclosing party, Other User Content except copies required for compliance with applicable laws or made as a matter of routine information technology backup, so long as they remain confidential per these confidentiality obligations.

Customer is responsible for the implementation of measures required to reasonably protect Other User Content from misuse by any unauthorized third party. Customer will indemnify Siemens, its affiliates, its subcontractors, and their representatives against any claims, damages, fines, and cost (including attorney's fees and expenses) related in any way to a violation of this Section 8 by Customer or any Authorized User.

9. **DISTRIBUTED LEDGER TECHNOLOGY**. The Platform may incorporate functionalities to create verifiable credentials for the purpose of presenting digital proof. Such verifiable credentials will be stored on distributed ledger technology. Siemens does not control the distributed ledgers and therefore, does not assume any warranty, liability, support, or other responsibility of the distributed ledger.

10. **IT-SECURITY**. Unless otherwise stipulated in the Documentation, the following shall apply with regard to security: Siemens maintains a formal security program that is designed to protect against threats or hazards to the security of Customer Content. Providers of Siemens' cloud infrastructure are required to implement and maintain a security program that complies, inter alia, with ISO 27001 or a successor standard (if any) that is substantially equivalent to ISO 27001 and that is designed to provide at least the same risk management and security controls as evidenced by the certification of the providers under ISO 27001. Siemens' cloud infrastructure (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 model aligned with ISO 27001. This Section contains Siemens' entire obligation regarding the security of Customer Content and the cloud infrastructure for the DETP Offering.

11. **DATA CENTER LOCATION**. By default, Customer Content at rest will be stored within data centers located in the European Union. Siemens may at any time make additional data center locations available, which will then be listed on https://sw.status.siemens.com. For certain Platforms, Siemens may at its reasonable discretion make additional data center locations available upon Customer's request.

12. **TRIAL**. Subscriptions for any DETP Offering identified and delivered as 'trial' constitutes a No-Charge Offering. For the avoidance of doubt, Customer is entitled to use the trial DETP Offering for production or other commercial purposes. Customer may terminate the trial subscription at any time during the trial Subscription Term no later than 14 days prior to the end of the trial. Unless validly terminated, a Subscription Term for a paid subscription will begin upon expiration of the trial term, and Customer will be invoiced accordingly.

13. **SUBSCRIPTION TERM**. If not specified otherwise in the Order, the Subscription Term for each DETP Offering shall be 12 months. Subscriptions identified in the Order as being 'demo', 'test', 'evaluation', 'beta', 'trial' or similar will not renew.

14. **TERMINATION**

14.1 **Automatic Renewal**. The Subscription Term for a DETP Offering will automatically renew for successive Subscription Terms, unless terminated by Customer or Siemens. Termination of a DETP Offering will not affect any subscription for another DETP Offering. That means that termination of the subscription for the Platform will not terminate any subscription for a paid DETP Offering (e.g., a Platform Add-On) which Customer is required to terminate separately to the then applicable end date of that subscription. Issue of a notice of termination by Customer may not be available for all but may be restricted to specific Authorized Users depending on their assigned role.

14.2 **Survival**. Section 8 shall survive any termination of this Agreement.

15. **SIGREEN SPECIFIC TERMS**. The following additional terms apply solely to Offerings that pertain to the SIGREEN product family.

15.1 **Subscription Term**. The Subscription Term for the Platform 'SiGREEN free' shall be 30 days and will automatically renew for successive Subscription Terms, unless either party notifies the other at least 30 days prior to the end of the then-current Subscription Term that it has elected not to renew. The initial Subscription Terms starts once Siemens creates a company account for the Customer and unlocks the Platform to the very first Authorized User that registers for the Platform on behalf of the Customer.

15.2 **No Multiple Application**. For technical reasons, the UCA and these DETP Terms may be displayed to each Authorized User during the registration process for the Platform 'SiGREEN free' and each Authorized User may be prompted to agree to them. Neither display nor acceptance of the UCA and the DETP Terms shall be interpreted to represent (i) an individual agreement with such Authorized User, or (ii) an additional, replacing, or renewing subscription for the Platform with an already existing Customer to which company account such Authorized User is signing up.

16. **SUPPORT AND SERVICE LEVELS**. Siemens' technical support for Customers who are subscribing to a paid DETP Offering and the applicable service levels are governed by the following terms:

16.1 **Technical Support**. Siemens' support organization is Customer' primary point of contact for support services in relation to a DETP Offering. Technical support is provided in English and German, with other languages available at Siemens' sole discretion.

16.1.1 24/7 Online Support. At any time, Customer may create support case requests (also referred to as "incident requests") via e-mail to the address specified in the Documentation, by using the support link embedded in the Platform, or as otherwise specified by Siemens.

16.1.2 Standard Support Hours. Siemens will process support case requests from Monday to Friday (excluding public holidays at Siemens' business seat), 8am to 6pm CE(S)T ("Standard Support Hours").

16.1.3 <u>Customer Response Level</u>. Siemens' technical support staff will use commercially reasonable efforts during Standard Support Hours to provide a first reaction to a support case request on a first-come, first-served basis. Support cases are escalated based on severity and complexity. Notwithstanding the generality of the foregoing, the targeted response time is 24 hours.

16.1.4 <u>Exclusions</u>. The following types of incidents are excluded from the scope of support, but Customer may revert such requests to the sales team(s) for resolution:

(i)   incidents regarding a release, version, and/or functionalities of a service developed or configured specifically for Customer (unless otherwise explicitly agreed);

(ii)   incidents ascribed to a consulting or training request ("how-to") as these are covered by the Documentation;

(iii)   incidents ascribed to a custom development request.

17.   SERVICE LEVELS

17.1 **Availability and Uptime Support Measures**.

Availability	95%
Data Backup (RPO)	<24 hours
Data Retention	Daily for 1 week Monthly for 3 months

17.2 **Availability Calculation**. The Availability will be calculated as follows:

$$\frac{Total\ Time - Excluded\ Downtime - Downtime}{Total\ Time\ - Excluded\ Downtime}$$

Total Time	All time during a calendar month (in minutes).
Downtime	All time during the relevant calendar month (in minutes) when the DETP Offering is not available for production use (i.e. user logon and access and use of user interfaces), except for Excluded Downtimes.
Excluded Downtime	All time during the relevant calendar month (in minutes) when the DETP Offering is not available for production use (i.e., user logon and access and use of user interface), which is attributable to: (i) scheduled downtime within a Regular Maintenance Window; (ii) downtime for which at least 24 hours prior notice is provided to Customer; (iii) factors outside Siemens' reasonable control; (iv) actions or inactions of Customer or any third party; (v) any equipment, software or other technology not provided by Siemens; or (vi) suspension or termination of DETP Offering in accordance with the Agreement.

17.3 **Regular Maintenance Window**. The Regular Maintenance Window for a DETP Offering will be indicated in the Documentation for that DETP Offering. Siemens strives to keep scheduled downtimes as short as possible. Siemens reserves the right to extend or change the times of the Regular Maintenance Window. Siemens will use commercially reasonable efforts to notify Customer at least seven days prior to any such change or any scheduled maintenance.

17.4 **Remedies**. Customer must submit to Siemens a support case within 30 days after the end of each relevant Month in which Siemens did not meet the Availability. Any claims not submitted by Customer within the specified time period may be denied by Siemens, and Siemens will have no further obligation to Customer with respect to such failure to meet the Availability. If Siemens is unable to meet the Availability contained in the same DETP Offering three or more times in a calendar year, then Customer will have the right to terminate the Order for the non-conforming DETP Offering. In the event of such termination, Siemens will refund any prepaid fees for the applicable DETP Offering on a pro-rata basis for the remainder of the Subscription Term for that DETP Offering. The remedies provided in this section will be Customer's sole and exclusive remedies with respect to availability of the Cloud Services.