

# Supplemental Terms Buildings

These Supplemental Terms Buildings (“STB”) apply in addition to 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;
- c. these STB;
- d. General Software and Cloud Supplemental Terms and other Supplemental Terms, if any;
- 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.

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.

### 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.

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

## 4. Customer's responsibilities

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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 their data (including personal data). These agreements between Customer and Users shall allow Siemens and its subcontractors to process any data (including personal data) of Customer and its Users accessing via extended use rights as described in this Agreement.

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

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

## 5. Service level agreements

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During the Subscription Term, Siemens will comply with the applicable service level agreements for Cloud Services as set out in the Documentation.

## 6. Remote access

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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

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### 7.1. High risk use

Customer acknowledges and agrees that the Offerings are not designed to be used for the operation of or within a High-Risk System if:

- a. 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 through the use of the Offerings is beyond Siemens' control.

### 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 AI services, refer to [Artificial Intelligence Terms of Use | Siemens Software](#).

# Renewals

## 8. Subscription renewals

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### 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

For Cloud Services, to avoid renewal, a party must notify the other party at least one day before the end of that Subscription Term.

Cloud Services 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

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#### 9.1. Siemens' use rights

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

Collected Data may contain Confidential Information of Customer, data specifically identifying the Customer or third parties as company and/or personal data of Users. Siemens Data does not. Siemens utilizes Siemens Data within its discretion for any purpose.

#### 9.2. Data Hosting and data privacy

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

Customer and Siemens will both comply with applicable law regarding data protection.

The Data Privacy Terms available at <https://www.siemens.com/dpt/si> (including the Offerings specific technical and organizational measures described in them) apply to the use of the relevant Offerings and are part of the Agreement.

#### 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.

## Other

### 10. Monitoring and Reporting

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Regarding Customer Content, Siemens will not engage in moderation, nor employ guidelines, procedures, measures, tools, or algorithmic decision-making for content moderation.

If there is content on our Cloud Services that Customer or any User considers illegal, please refer to <https://xcelerator.siemens.com/global/en/products/buildings/building-x/digitalservicesact.html>.

## 11. EU Data Act.

For Customers in the European Union purchasing Cloud Services, the terms available at <https://xcelerator.siemens.com/global/en/products/buildings/building-x/terms.html> are incorporated herein by reference and apply where Customer wishes to switch the data processing services provider. Documentation relating to any such switch can be found at <https://xcelerator.siemens.com/global/en/products/buildings/building-x/terms.html>.

## Definitions

<b>Base Terms</b>	The Base Terms named in the Order or, if none are named, the <a href="#">Base Terms International</a> .
<b>Collected Data</b>	Customer Content, System Information, meta data, automatically generated data, or any other type of information, data or content from 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.
<b>GenAI</b>	Has the meaning assigned to it in Section 7.2.
<b>High-Risk System</b>	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.
<b>Remote Service</b>	Secured remote access, remote engineering, or data transfer related to Offerings.
<b>Siemens Data</b>	Has the meaning assigned to it in Section 9.1.
<b>User</b>	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.