

This XaaS Addendum (“**XaaS Addendum**”) is entered into between the Siemens entity (“**Siemens**” or “**SISW**”) and the customer (“**Customer**”) named in the Order, and supplements and amends the applicable agreement (including any applicable supplemental terms) between the parties that governs the products or services in the Order (collectively “**Base Agreement**”) solely with respect to any Offering identified as ‘XaaS’ in the applicable Order. This XaaS Addendum together with the Base Agreement forms the agreement between the parties and is collectively referred to as the “**Agreement**”. All references in the Base Agreement to the “**Agreement**” will be deemed to refer to the Agreement as defined herein. Unless otherwise specified herein, capitalized terms have the meaning given to them in the Base Agreement. In the event of a conflict between this XaaS Addendum and the Base Agreement, this XaaS Addendum will control. This XaaS Addendum may be accepted by manual signature or electronic signature on the applicable Order. If Customer does not accept this XaaS Addendum, Customer must not install or use any Offering.

## 1. DEFINITIONS

“**AUP**” means Siemens’ Acceptable Use Policy available at <https://www.siemens.com/sw-terms/aup> and incorporated herein by reference.

“**Cloud Services**” means online services and associated cloud-based APIs (application programming interfaces) made available by Siemens under the Agreement, including but not limited to software-as-a-service, platform-as-a-service, cloud hosting services, and online training services, offered alone or in combination with Software. Cloud Services exclude Software, Customer Content, and Third Party Content.

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

“**Customer Content**” means Content entered by Customer or any User into Cloud Services and any output generated by Customer or any User through use of such Cloud Services based on such Content, excluding any Third Party Content or other Content owned or controlled by Siemens or its affiliates or their respective licensors and made available by Siemens or its affiliates through or within Cloud Services.

“**Documentation**” means the instructions for use, learning materials, technical and functional documentation, and API information made available by Siemens with the applicable Offering, in print, online, or embedded as part of a help function, which may be updated by Siemens from time to time.

“**Entitlements**” means, with respect to any Offering, the license and use types, limits, volume, or other measurement or conditions of permitted use for such Offering as set forth in the Agreement or in the applicable Order, including but not limited to any limits or restrictions on the number and categories of Users authorized to use such Offering, permitted geographic areas, available storage space, computing power, or other attributes and metrics.

“**Offering**” means an individual offering made available by Siemens which consists of a combination of Cloud Services and Software, and any associated support services and Documentation, and which is identified in an Order as ‘XaaS’.

“**Order**” means an order form (Order Form), Licensed Software Designation Agreement (LSDA), or similar ordering document that (i) incorporates the terms of the Agreement and sets forth the Offering(s) ordered by Customer and any associated fees, (ii) has been agreed by Customer by manual or electronic signatures or through an electronic system specified by Siemens, and (iii) is accepted by Siemens.

“**Siemens IP**” means all patents, copyrights, trade secrets, and other intellectual property rights in, related to, or used in the provision or delivery of, any Offering or technical solution underlying any Offering, and any improvement, modification, or derivative work of any of the foregoing.

“**Subscription Term**” means the time period specified in the Order for which a term-based Offering is made available to Customer. Any renewal constitutes a new Subscription Term.

“**Third Party Content**” means Content, applications, and services owned or controlled by a third party and made available to Customer through or in connection with Cloud Services.

“**User**” means a person or entity that accesses an Offering under the Agreement, whether such access is given by Customer, by Siemens at Customer’s request, or by a third party authorized by Customer.

## 2. USE OF OFFERINGS

2.1 **Use Rights.** For Cloud Services contained within an Offering, Siemens grants Customer a nonexclusive, nontransferable, limited right to access and use such Cloud Services for Customer’s internal business purposes during the applicable Subscription Term, solely in accordance with the Entitlements and the Agreement. Software and Documentation contained within an Offering are licensed to Customer under the license grant for Software in the Base Agreement, subject to the Entitlements.

2.2 **Users.** The number and categories of Users authorized to access an Offering are defined in the Entitlements. Customer will ensure that all Users comply with Customer’s obligations under the Agreement. If Customer becomes aware of any violation of its obligations under the Agreement by a User or any unauthorized access of the account of a User, Customer will immediately notify Siemens and terminate the relevant person’s access to Offerings. Customer is responsible for any act or failure to act by any User or any person using or accessing the account of a User in connection with the Agreement.

2.3 **General Use Restrictions.** The covenants, restrictions, limitations, or conditions set forth in the Base Agreement that apply with respect to software, services, and documentation provided by Siemens, including but not limited to any confidentiality provisions, (collectively, “**Use Restrictions**”) will be deemed to apply to Customer’s use of Offerings (including Cloud Services contained within an Offering), and Customer will ensure that all Users comply with the Use Restrictions.

2.4 **Reservation of Rights.** All Software, Cloud Services, and non-public Documentation are trade secrets and confidential information of Siemens and its licensors. Siemens or its licensors retain title to and ownership of Software, Cloud Services, Documentation, and Siemens IP. Siemens reserves all rights in Offerings and Siemens IP not expressly granted in the Agreement.

- 2.5 **Previews.** All features or services offered as part of Cloud Services prior to their general release that are labeled or otherwise communicated to Customer as ‘preview’, ‘pre-release’, ‘early access’, or ‘non-general release’ (“**Previews**”), are provided “AS IS” without warranty, indemnity, support, or other commitments. Siemens may change, limit, suspend, or terminate any Previews at any time. Customer acknowledges that Previews are not ready for production usage, and that Customer’s use of any Previews is at its sole risk and discretion.
- 2.6 **Feedback.** If Customer provides any ideas or feedback regarding any Offering, including suggestions for changes or enhancements, support requests (including any related information), and error corrections (collectively “**Feedback**”), Feedback may be used by Siemens without condition or restriction.

### 3. **ADDITIONAL TERMS FOR CLOUD SERVICES**

The following additional terms apply to any Cloud Services contained within an Offering:

- 3.1 **Entitlements.** Cloud Services contained within an Offering may be used (i) worldwide by the number of Authorized Users set forth in the Order with respect to such Cloud Services, subject to Customer’s obligations in the Agreement regarding compliance with export controls, and (ii) solely in conjunction with the Software contained within such Offering. With respect to use of Cloud Services, Authorized Users means the Users authorized to use the Software contained within an Offering under the Base Agreement, regardless of whether such Users access Cloud Services from Customer’s premises or off-site on an occasional basis. Where Cloud Services allow Customer to provide access to additional Users in a ‘guest’ (guest) capacity, such guest User access may be provided to any individual who requires access to such Cloud Services in support of Customer’s internal business as Customer’s employee, customer, client, supplier, consultant, agent, contractor or other business partner, subject to restrictions on access by Siemens competitors, if any. Guest Users shall be considered Authorized Users under the Agreement, but will not count towards the limited number of Authorized Users set forth in the Order for that subscription. In any case, each User must be a specific Authorized User identified by name. Customer may re-assign each entitlement to access and use Cloud Services from one Authorized User to another Authorized User within the same entitlement category once per calendar month. Additional use limitations may apply to Customer’s use of Cloud Services, which may be technically enforced via Cloud Services settings.
- 3.2 **Service Level Agreements.** Siemens’ technical support for Cloud Services and the applicable service levels are governed by the Cloud Support and Service Level Framework found at <https://www.siemens.com/sw-terms/sla>, which is incorporated herein by reference. Technical support and service levels are not applicable to Cloud Services used in conjunction with Software for which maintenance or support services are no longer provided.
- 3.3 **Changes to Cloud Services.** Cloud Services may be modified, discontinued, or substituted by Siemens from time to time. During a Subscription Term, Siemens will not materially degrade core features or functionalities of Cloud Services or discontinue Cloud Services without making available substitute Cloud Services, except as necessary to address (i) new legal requirements, (ii) changes imposed by Siemens’ vendors or subcontractors (e.g. the termination of Siemens’ relationship with a provider of software or services which are required for the provision of such Cloud Services), or (iii) security risks that cannot be resolved in a commercially reasonable manner. Siemens will notify Customer of any such material degradation or discontinuation of Cloud Services as soon as reasonably practicable, and Customer may terminate the Order for the applicable Offering upon written notice to Siemens, which termination right must be exercised within 30 days after receipt by Customer of the notice of such degradation or discontinuation. In the event of such termination or discontinuation of Cloud Services, Siemens will refund any prepaid fees for the applicable Offering on a pro-rata basis for the remainder of the Subscription Term for that Offering.
- 3.4 **Use of Messaging Services.** Customer may use Cloud Services to send emails or other messages to Users and third parties. Customer is solely responsible for any such messages and their content. Messages may be blocked, delayed, or prevented from being delivered by destination servers and other reasons outside of Siemens’ control, and there is no warranty that notifications will reach their intended destination in a given timeframe.
- 3.5 **Out of Scope.** Cloud Services specifically exclude Third Party Content, even if such Third Party Content interoperates with Cloud Services, can be accessed on or from Cloud Services, or is offered in an online marketplace provided by Siemens or any of its affiliates or business partners. Any contractual relationship regarding Third Party Content is solely between Customer and the relevant third party vendor and may be governed by separate terms made available by Siemens with or as part of Third Party Content. Siemens will have no responsibility for Third Party Content or Customer’s use of such Third Party Content. Cloud Services also specifically exclude (i) access to the internet or any other network, (ii) suitable connectivity or any other resources necessary for accessing or using Cloud Services, and (iii) the transmission of Content to and from the exit of the wide area network of the data centers used by Siemens to provide Cloud Services.
- 3.6 **Acceptable Use Policy; Indemnity.** Customer will comply, and ensure that all Users comply, with the AUP. 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 (i) any violation of the AUP by Customer or any User, (ii) any violation of laws or regulations, or rights of others by Customer’s or any User’s use of any Offering, or (iii) Customer Content.
- 3.7 **Ownership and Use of Customer Content.** Siemens will not acquire any title to or ownership of Customer Content by virtue of the Agreement. Siemens and its subcontractors will use Customer Content only for the purpose of providing the Offerings, or as otherwise permitted by the Agreement or agreed by the parties. Customer is responsible for the content, management, transfer, use, accuracy, and quality of Customer Content and the means by which Customer acquires such Customer Content. Siemens recommends Customer confirm the geographic area in which Customer Content will be stored, which may be outside the country in which Customer is located. Customer will ensure that Customer Content can be processed and used as contemplated by the Agreement without violating any rights of others or any laws or regulations.
- 3.8 **Protection of Customer Content.** Cloud Services will be provided using processes and safeguards designed to protect the integrity and confidentiality of Customer Content. Customer remains responsible for taking appropriate steps regarding protection, deletion, and retrieval of Customer Content, including by maintaining backup copies. Some Cloud Services may provide features that allow Customer to share Customer Content with third parties or make Customer Content public through use of certain Cloud Services. If Customer elects to

use such features, Customer Content may be accessed, used, and shared by third parties to whom Customer provides such access or shares such Customer Content, and Customer's election to use such features is at its sole discretion and risk.

#### 4. DATA

- 4.1 **Security and Data Privacy.** Each party will comply with applicable data privacy laws governing the protection of personal data in relation to their respective obligations under the Agreement. Where Siemens acts as Customer's processor of personal data provided by Customer, the Data Privacy Terms available at <https://www.siemens.com/dpt/sw>, including the technical and organizational measures described therein, apply to the use of the relevant Offering and are incorporated herein by reference.
- 4.2 **Systems Information.** Siemens and its affiliates and their subcontractors may collect and derive information, statistics, and metrics regarding usage, operation, support, and maintenance of the Offerings or from Customer Content (collectively, "**Systems Information**"), and may use Systems Information to support, maintain, monitor, operate, develop, and improve its products and services or enforce its rights, provided that any Systems Information derived from Customer Content is aggregated with other information so that the original Customer Content is not identifiable. Siemens may disclose Systems Information to a Siemens-authorized solution partner solely to the extent reasonably required for such partner to fulfill its support obligations to Customer.

#### 5. WARRANTIES AND DISCLAIMERS

- 5.1 **Warranty.** Siemens warrants that Cloud Services will perform substantially in accordance with the features and functionalities described in the Documentation. To the extent permissible under applicable law, as Siemens' entire liability and Customer's sole and exclusive remedy for a breach of this warranty, at its option (i) Siemens will use commercially reasonable efforts to restore the non-conforming Cloud Services so that they comply with this warranty, or (ii) if such restoration would not be commercially reasonable, Siemens may terminate the Order for the non-conforming Offering and refund any prepaid fees for such Offering on a pro-rata basis for the remainder of the Subscription Term for that Offering. The warranty for Cloud Services excludes (a) Previews and any Offerings provided at no charge, and (b) issues, problems, or defects arising from Customer Content, Third Party Content, or use of Cloud Services not in accordance with the terms of the Agreement. The Software warranty specified in the Base Agreement applies to Software contained within an Offering, provided that in the event Siemens elects to require the return of the Software as the remedy for a valid Software warranty claim, Customer's associated refund will consist of any prepaid fees for the applicable Offering on a pro-rata basis for the remainder of the Subscription Term for that Offering.
- 5.2 **Disclaimers.** Siemens makes only the limited warranties expressly stated in the Agreement, and disclaims all other warranties including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. Siemens does not warrant or otherwise guarantee that (i) reported errors will be corrected or support requests will be resolved to meet Customer's needs, (ii) Offerings or any Third Party Content will be uninterrupted, error free, fail-safe, fault-tolerant, or free of harmful components, or (iii) any Content, including Customer Content and Third Party Content, will be secure or not otherwise lost or damaged. Representations about Offerings or features or functionality in any communication with Customer constitute technical information, not a warranty or guarantee.

Customer is responsible for assessing the suitability of each Offering for Customer's intended use, selecting the Offering necessary to achieve Customer's intended results, and for the use of the Offering. By using the Offering, Customer agrees that the Offering meets Customer's requirements to enable compliance with applicable laws. Customer will obtain, at its own expense, any rights, consents, and permits from vendors of software and services used by Customer in connection with any Offering which are required for such use. Customer agrees that Orders are not contingent on any future features or functionality of the Offering.

6. **LIMITATION OF LIABILITY.** The limitations of liability and time limits on claims specified in the Base Agreement apply with respect to Offerings provided by Siemens under the Agreement. Without limiting the foregoing, the entire, aggregate liability of Siemens and its affiliates, and their respective officers, directors, licensors, subcontractors, and representatives related in any way to any Offering will be limited to the fees paid to Siemens for the Offering that gave rise to the liability during the 12 month period immediately preceding the first event giving rise to the claim, regardless of the form of action, whether based in contract, statute, tort (including negligence), or otherwise. The foregoing limitation will not apply to the extent that liability cannot be limited according to applicable law.

#### 7. RENEWAL, SUSPENSION, TERMINATION

- 7.1 **Subscription and Renewals.** If indicated on the Order or otherwise agreed by the parties in writing or in an electronic system made available by Siemens, the Subscription Term for the applicable paid Offering will automatically renew for successive Subscription Terms unless either party notifies the other at least 60 days prior to the end of the then-current Subscription Term 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 Base Agreement, as amended and supplemented by the then-current XaaS Addendum (or successor terms) available at <https://www.siemens.com/sw-terms/xaas-addendum> will apply for the following Subscription Term in lieu of the Agreement. The fees during any renewed Subscription Term will be the same as those charged during the preceding Subscription Term, unless (i) Siemens notifies Customer about different future fees at least 90 days prior to the end of the then-current Subscription Term or (ii) fees for the renewed Subscription Term(s) are specified on the Order.
- 7.2 **Suspension.** Siemens may suspend or limit Customer's or any User's access to and use of Offerings, in whole or in part, immediately if (i) Siemens reasonably determines that the use of the Offering poses a security risk to the Offering, Siemens, or any third party, or subjects Siemens or any third party to liability, (ii) if Customer materially breaches the Agreement, or (iii) upon the occurrence of any of the circumstances that give Siemens the right to immediate termination under Section 7.3. The suspension or limitation may be made in addition to any other rights available to Siemens under the Agreement, will not relieve Customer of its obligation to pay fees, and will be lifted when the reason for such suspension or limitation no longer exists.

- 7.3 **Termination.** Neither party will terminate an Order for convenience during the applicable Subscription Term. Either party may terminate an Order for a particular Subscription Term based Offering with immediate effect in the event of the other party's material breach of the Agreement which remains uncured for a period of 30 days from receipt of notice specifying the breach; provided that such termination will only be effective with respect to the Offering affected by the material breach. Siemens may immediately terminate any or all Orders or the Agreement upon notice to Customer in the event of Customer's unauthorized installation or use of Siemens software, Customer's filing for bankruptcy or having bankruptcy proceedings filed against it, Customer ceasing to do business, any breach by Customer of Sections 2, 3.6, or 8, or the confidentiality and anti-assignment provisions of the Base Agreement, or in order to comply with applicable law or the requests of government authorities.
- 7.4 **Effect of Expiration or Termination.** Upon expiration of the applicable Subscription Term or termination of any Order for one or more Offerings or the Agreement for any reason, Customer's rights to access, use, or receive the affected Offering(s) automatically terminate. Customer will immediately cease using the affected Offering(s), remove and destroy all Software and other Siemens confidential information relating to such Offering in its possession or control, and certify such removal and destruction in writing to Siemens. Customer may retrieve Customer Content available for download for a period of 30 days after expiration or termination, provided Customer is in compliance with the Agreement and pays any applicable fees. After such period, all Customer Content may be deleted. Termination of the Agreement or any Order for one or more Offerings will not relieve Customer of its obligation to pay the total fees set forth in any Order, which fees will become due and payable immediately upon termination. In the event of Customer's termination for Siemens' material breach in accordance with Section 7.3, Siemens will refund a reasonable portion of any prepaid fees on a pro-rata basis for the remainder of the Subscription Term for the affected Offering(s). Sections 2.3, 2.4, 2.6, 3.6, 4.2, 5.2, 6, 7.4, 8, and 9 survive termination of the Agreement, as well as any other provisions in the Base Agreement which are specified as surviving termination.
8. **EXPORT CONTROL AND SANCTIONS COMPLIANCE**
- 8.1 **Export.** Siemens' obligations under the Agreement are conditioned upon Customer's compliance with, and Customer will comply with, all applicable export and re-export controls, embargoes, and economic and trade sanctions laws and regulations, including in any event, those of the United States and the European Union ("**Export Laws**"). Customer represents that Customer Content is non-controlled (e.g. classification is "N" in the E.U., and "N" for ECCN or "EAR99" in the U.S.) and that any Content on Cloud Services, including Customer Content, any Offering provided under the Agreement, and any derivatives thereof will not be (i) downloaded or accessed by a Sanctioned Person, (ii) exported, re-exported (including any 'deemed exports'), shipped, distributed, delivered, sold, resold, supplied, or otherwise transferred, directly or indirectly, to any Sanctioned Person or otherwise in a manner contrary to the Export Laws, (iii) used for any purpose prohibited by the Export Laws, or (iv) used for non-civilian purposes (e.g. armaments, nuclear technology, weapons, any other usage in the field of defense and military), unless permitted by the Export Laws or respective governmental licenses or approvals. Without limiting the foregoing, Customer represents and warrants that (a) it is not a Sanctioned Person, and (b) it will not download or otherwise access, or facilitate a third party's download or access of, any Content on Cloud Services, including Customer Content, or any Offering, from a location in a Sanctioned Country. Customer will, at least once per year, review and update its list of Users who have access to any Cloud Services and confirm that no such User is a Sanctioned Person and that all such Users may continue to access Cloud Services in compliance with Export Laws. Siemens may conduct the necessary Export Laws checks and, upon request, Customer will promptly provide Siemens with any necessary information. Customer will be responsible for providing to and collecting from Users any information necessary to ensure compliance with applicable Export Laws (e.g. applicable export list numbers). "**Sanctioned Country**" means a country or territory that is itself the subject or target of any comprehensive trade or economic sanctions (currently Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine). "**Sanctioned Person**" means any person (A) listed in the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or in any Export-Control-Related list of designated persons maintained by the U.S. Department of Commerce, the U.S. Department of State, the United Nations Security Council, the European Union, any Member State of the European Union, or the United Kingdom, (B) operating, organized, or resident in a Sanctioned Country, (C) the government of, or acting for or on behalf of the government of, Venezuela or a Sanctioned Country, or (D) owned or controlled by one or more such persons.
- 8.2 **Information Disclosure.** If Customer discloses to Siemens any information that is (i) Covered Defense Information or Controlled Unclassified Information as defined in U.S. Government regulations, or (ii) subject to Export Laws that require controlled data handling, Customer will notify Siemens personnel in advance of each instance of disclosure and will use the notification tools and methods specified by Siemens.
- 8.3 **Remedies, Indemnification.** In the event that Customer fails to comply with any provision of Section 8 or violates any Export Laws in connection with any Offering or Siemens IP, Siemens will have the right to take action in accordance with the terms of the Agreement and as required by U.S. law or the applicable law. Further, Customer will indemnify and hold harmless Siemens, its affiliates, subcontractors, and their representatives against any claims, damages, fines, and costs (including attorney's fees and expenses) relating in any way to Customer's noncompliance with Section 8, including Customer's violation or alleged violation of any Export Laws.
- 8.4 **Right to Withhold Performance.** Siemens will not be obligated to perform under the Agreement if such performance is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions including, but not limited to, embargoes or other sanctions imposed by the United Nations, the European Union, or the United States.
9. **NOTICES.** Siemens may notify Customer under the Agreement by (i) posting a notification on Cloud Services or on the administrative user account that Customer maintains with Siemens to manage subscriptions to Offerings ("**Subscription Console**"), (ii) sending an email or other text message to the address or contact number provided by Customer for business contact or then-associated with the Subscription Console, or (iii) sending an email to relevant Users. It is Customer's responsibility to regularly visit Cloud Services and the Subscription Console and to always provide Siemens with current email addresses of Customer representatives. If Customer does not comply with such obligation or if Customer's receipt of a notice fails because of technical issues related to equipment or services which are under Customer's or Customer subcontractors' control, notices will be deemed to have been provided to Customer three days following the date of such notice. Notwithstanding the foregoing, notices regarding claims or disputes will always be sent to the party's address as specified in the applicable Order. A party may change its address for receipt of notice by delivery of written notice to the other party.