

1. Services and Terms

1.1 Siemens Canada Limited, (“Siemens”) will provide Customer with digital services that comprise Cloud Services (including Building X Cloud Services) or other Subscription Offerings as described in the proposal (“Proposal”) into which this Addendum is incorporated by reference (the “Offering”). The Proposal may include Product and Services Data Sheet(s), statement of work (“SOW”), or other specification summary of the Cloud Services. Provision of the Offering(s) is subject to Customer accepting the applicable terms and conditions in their latest version. The terms and conditions for the Offering(s) consist of, along with the Proposal, the:

- Building Product Specific Terms
- Universal Customer Agreement
- Data Privacy Terms
- Acceptable Use Policy

(collectively the “Digital and Subscription Terms and Conditions” or “Cloud Terms”). The Cloud Terms in their latest versions are available under <https://www.siemens.com/si/cloud/terms>. These terms are intended to be construed harmoniously. The Digital and Subscription Terms and Conditions are applicable only to Offering(s) identified in the Proposal. The Proposal, as it relates to the Offering and the Digital and Subscription Terms and Conditions constitute the legal agreement between you, either individually or on behalf of your corporation, sole proprietor or other business entity (“you” or “your”) and Siemens and each of its respective successors and assigns, governing (i) your access to and use of Siemens’s Offerings, (ii) any information contained in Siemens components providing the same, and (iii) the interface with offline components provided by Siemens or its licensors for use in connection therewith. In the event that the Proposal specifies that Siemens shall access, use, manage and/or administer certain Cloud Services or Subscription Offerings on behalf of Customer based on Collected Data, you authorize Siemens to perform such Services in accordance with the Proposal. All undefined capitalized terms in this Addendum shall have the meanings set forth in the Cloud Terms. By accepting the Proposal as it relates to the Offering or latest by paying the fees(s), an individual contract is concluded between Siemens and you (“Individual Contract”) which is governed by the applicable provisions of the Proposal and this Addendum, which includes the Digital and Subscription Terms and Conditions in its latest version. Siemens will provide and charge Customer for the Offerings(s) and fee(s) as agreed in the Proposal.

1.2 Under this Proposal, the Parties may agree on more than one Offering resulting in different running Subscription Terms. The term of this Proposal is one year from the date of the last signature of the last signing party (the “Effective Date”). It is automatically extended by the Subscription Term of any Offering Customer orders after the Effective Date and remains valid up and until the Subscription Term of the last active Offering expires. Upon thirty (30) days’ notice, either Party may terminate this Individual Contract for convenience. The terms herein shall remain in effect for the Subscription Term of any active Offering.

1.3 The initial Subscription Term, if applicable, is defined in the Proposal. Customer may send Siemens a request to renew the Offering(s) either manually or through a portal for the Offering(s) (if provided), at least 60 days before expiration. Siemens will either confirm or deny Customer’s request 30 days before expiration. In case Customer does not receive a written or electronic confirmation from

Siemens, renewal of the Offering(s) is denied. For a renewed Subscription Term, the then-current pricing and the then current Digital and Subscription Terms and Conditions apply, without any further adjustment of the terms of the proposal. Offerings which are based on a one-time credit point system do not have a fix subscription term but expire once all credits are utilized.

2. Mobile Applications – Additional Terms

Customer and/or Users may download a mobile application, which is connected to and/or part of the Offering(s) and by doing this accept terms of use for such mobile application. Also, Users can use the ‘Sign-up tab’ at the site of the Offerings to obtain their respective Siemens ID, and by doing this notice terms of use on the site and accept terms and conditions posted on this Siemens ID site. In addition, Customer and/or Users may accept terms of use in connection with a payment service to process an order for the Offerings.

3. Contract Formation – General Provisions

The Proposal, as it relates to the Offering(s) becomes effective it is duly signed - in writing or electronically – and returned by Customer to Siemens in accordance with the terms of the Proposal. Siemens reserves the right to accept or reject such order in Siemens’s sole discretion.

In case any or additional or conflicting terms in your request for proposal, specifications, purchase order or any other written or oral communication are not binding on Siemens unless separately signed by Siemens. To the extent that those terms or any are terms in the Proposal are inconsistent with this Addendum incorporating by reference the Digital and Subscription Terms and Conditions, the Addendum shall prevail between Siemens and Customer.

Local Canada Addendum to the Universal Customer Agreement
(version Siemens UCA version 1.3 – A042023)

Siemens Canada modifies the Universal Customer Agreement (UCA) in order to ensure compliance with local Canadian law. The changes described below shall be applied to the UCA:

- I. Section 11.1 should be deleted and replaced with “General. Customer shall comply with all applicable sanctions, embargoes and (re-)export control, laws, and regulations, and, in any event, with those of the European Union, the United States of America, Canada, and any locally applicable jurisdiction (collectively “Export Regulations”).”

- II. Section 13.9 should be deleted and replaced with:
13.9 Governing Law and Jurisdiction. This Agreement will be subject to the applicable laws set forth in the table below, as set forth therein, without reference to any conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Any dispute arising out of or in connection with this Agreement will be resolved as set forth in the table below:

If the Siemens entity named on the Order is in:	the applicable law will be:	Any dispute arising out of or in connection with this Agreement will be:
Any Canadian Province, excluding Quebec	the laws of Ontario, and the Federal laws of Canada, as applicable therein.	Subject to the jurisdiction of the courts of the Province of Ontario. Each party hereby irrevocably submits itself to the personal jurisdiction of the relevant court of the Province of Ontario for any such disputes.
Province of Quebec	the laws of Quebec, and the Federal laws of Canada, as applicable therein.	Subject to the jurisdiction of the courts of the Province of Quebec. Each party hereby irrevocably submits itself to the personal jurisdiction of the relevant court of the Province of Quebec for any such disputes.

Nothing in this Section [13.9](#) will restrict the right of the parties to seek interim relief intended to preserve the status quo or interim measures in any court of competent jurisdiction. Notwithstanding the foregoing, to the extent permissible under applicable laws and to the extent it would not result in the invalidity or inapplicability of this Section [13.9](#), the parties agree that Siemens, at its sole discretion, may bring an action in the courts of the jurisdiction(s) where the Offering is being used or Customer has its place of business, (i) to enforce its intellectual property rights, or (ii) for the payment of amounts due for any Offering.

BUILDING PRODUCTS SPECIFIC TERMS



Version: January 2023

These Building Products Specific Terms (“**BP Terms**”) set out the terms and conditions for the subscription of cloud-services (“**Cloud Services**”, each a “**Cloud Service**”) and other subscription offerings (“**Other Subscription Offerings**”, each a “**Other Subscription Offering**”) offered by Siemens for Building Products. The BP Terms amend the Universal Customer Agreement in the version as available under <https://www.siemens.com/universalcustomeragreement-tc> (“**UCA**”) with respect to the Cloud Services and the Other Subscription Offerings. Each individual Cloud Service and Other Subscription Offering is described in the Documentation accompanying the individual Order and constitutes an Offering within the meaning of the UCA. The BP Terms together with the UCA, the Documentation, the Order and any other Supplemental Terms form the agreement between Siemens and the Customer (“**Agreement**”).

1. DEFINITIONS

Capitalized terms used that are not expressly defined herein shall have the meaning as defined in the UCA:

“**Affiliate**” shall mean any entity that controls, is controlled by, or is under common control with either Party; in this context, “control” means ownership, directly or indirectly, of a majority of the outstanding equity of an entity.

“**Collected Data**” shall have the meaning as set forth in Section 5.1

“**Connected Device**” shall mean a physical or virtual computer appliance or other Hardware, that is communicating to a Cloud Service via Internet.

“**High Risk System**” shall mean a device or system that requires 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.

“**Minimum Terms**” shall mean the minimum terms provided by Siemens that set out the contractual terms and conditions Customer shall use in any of its contractual relationships related to access to and use of Offerings.

“**Remote Services**” shall have the meaning as set forth in Section 3.7

“**Territory**” shall mean the geographic area as agreed between Customer and Siemens. If no geographic area is defined, the geographic area shall be the country, in which the ordering Customer entity is located.

“**Third Party**” shall mean a party other than Customer or Siemens.

“**User**” shall mean a person or entity that accesses an Offering under this Agreement, whether such access is given by Customer, by Siemens at Customer’s request, or by a Third Party authorized by Customer.

2. GENERAL

2.1 **Order of Precedence.** In case of inconsistencies between the UCA, the BP Terms, any other supplemental terms and the Order, the following order of precedence shall:

- (i) Order, including Documentation
- (ii) BP Terms
- (iii) UCA
- (iv) any other Supplemental Terms.

2.2 **Authorized Access and Use.** Each Offering may be accessed and used only (i) by the agreed number of Users, (ii) for the Entitlements, (iii) during the Subscription Term (iv) within the Territory, provided that Customer meets its obligations with all applicable export control laws, and (v) in accordance with the Documentation and the Agreement. If the respective Entitlements and pricing model allows, Customer may re-assign the right to access and use the Offerings between uniquely identified individual Users over time. Where the number of Users is restricted, Customer may not re-assign the right to access and use of the Offering so frequently as to enable sharing by multiple Users, Indirect use of an Offering via Connected Devices used by Customer does not reduce the number of User rights that Customer needs to acquire.

2.3 **Changes to the Agreement.** Siemens may update the terms of the Agreement during a Subscription Term, provided any such update does not (i) have a material adverse effect on Customer’s rights (e.g. with respect to Entitlements or service levels) or (ii) result in a material degradation of the security measures maintained by Siemens with regard to the Offerings or Collected Data. The foregoing shall not limit Siemens’ ability to make changes to the terms of the Agreement (i) to comply with applicable laws, (ii) address a material security risk, (iii) to reflect changes made to the Offerings in accordance with any change provision in the Agreement, and/or (iv) that are applicable to new features, supplements, enhancements, capabilities or additional Offerings provided as part of Customer’s subscription to the Offering at no extra charge. Any change to the terms of the Agreement shall apply from the date as notified by Siemens or published on the website as referenced in the Order or otherwise by Siemens. Siemens shall use commercially reasonable efforts to notify Customer with reasonable notice prior to such change or as agreed elsewhere in the Agreement.

- 2.4 **High Risk Use.** Customer acknowledges and agrees that (i) 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 Offering and (ii) the outcome from any processing of data through the use of the Offering is beyond Siemens' control. Customer shall 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.
- 2.5 **IT-Security.** Unless otherwise stipulated in the Documentation or in the Agreement, the following security principles apply for the Offerings: 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' Offerings (i) employ 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 contains Siemens' entire obligation regarding the security of Collected Data and the Offerings.
- 2.6 **Connected Devices and IT Security.** Unless otherwise agreed in a separate service agreement, where Customer intends to connect or have connected any sites or systems via Connected Devices to the Cloud Services (the "**Connected Objects**"), Customer acknowledges that Customer is and always remains in control of and is responsible for Connected Objects and the condition and operation of the sites where the Connected Objects are located. The Cloud Services are not intended to substitute the proper surveillance of the Connected Objects by Customer. Siemens recommends Customer to integrate the Connected Objects and its connection to the Cloud Services into a holistic, state-of-the-art industrial security concept. Customer shall ensure that any technical amendments and changes made in connection with the Cloud Services to the Connected Objects or to the technical environment on connected sites (including Remote Services) are compatible with the IT security concept and individual security requirements of Customer. Siemens recommends Customer to regularly create backup copies of all relevant data, in particular software, data contained in on-site equipment, it being understood that Customer remains solely responsible for the availability and recovery of any of its data stored in and used by the Customer in the Customer's Objects.
- 2.7 **Updates for Offerings.** Siemens, its affiliates, service providers and/or suppliers, at their sole discretion, make available firmware updates, enhancements, changes, modifications, security patches, bug fixes or additional functionality ("**New Functionalities**") to the Offering, including the software running in cloud infrastructure as part of the Cloud Services contained within the Offering or Software used on, in or for the Connected Devices. Such New Functionalities may be (i) provided by Siemens with reasonable notice before such New Functionalities are available and/or (ii) pushed automatically via Remote Services or any other online access available. In case Customer opts for manual installation, the responsibility for the New Functionalities and its installation is with Customer. Non-current versions of the Offering may not be supported by Siemens and may not be updated to future versions. New Functionalities do not necessarily need to have the same functionalities as the previous versions. The license for New Functionalities of an Offering shall be as set forth in the Entitlements and the Agreement for the Offering. Customer agrees to the foregoing and releases Siemens and its affiliates, service providers and/or suppliers from all liability arising from such action to the extent permitted by law.
- 2.8 **Third Party Content.** Customer specifically acknowledges that (i) Siemens is under no obligation to test, validate, or otherwise review Third Party Content, and (ii) Third Party Content may collect and use Collected Data and data regarding a User's usage of Third Party Content.
- 2.9 **Agreement Prevailing.** Customers and/or Users may (i) download a mobile application, which is connected to and/or part of the Cloud Service and by doing this accept terms of use for such mobile application and/or (ii) use the "Sign-up tab" at the website of the Cloud Services to obtain their respective Siemens ID, and by doing this notice terms of use on the site and accept terms and conditions posted on this Siemens ID site and/or (iii) accept terms of use in connection with a payment service to process an Order for the Cloud Services. In case any of these terms of use and/or terms and conditions are inconsistent with the terms and conditions of the Agreement, the Agreement shall prevail between Customer and Siemens.

3. ENTITLEMENTS

- 3.1 **Documentation.** The specifics of the Offerings and Entitlements are described in the applicable Documentation which is incorporated by reference herein. Documentation may include information such as applicable limits or other attributes and metrics, prerequisites, or scaling factors for the pricing such as number of Users or asset attributes, and additional third-party terms which prevail for third-party software, technology, data and other materials, including open-source software licensed from third parties.
- 3.2 **Use Rights of End-Customer for internal business purposes.** Customer shall use the Offerings in accordance with the Entitlement as defined in the Section 3.1 of the UCA and specified in the applicable Documentation.

- 3.3 **Extended Use Rights for End Customer.** Where extended licensed use rights for Offerings are agreed between Siemens and the Customer in accordance with a Documentation, Customer (i) may authorize its Affiliates to access and use Customer's Account for the Offerings for Customer's and/or Customer Affiliate's internal business purpose and/or (ii) may authorize Third Parties to access and use Customer's account for the Offerings for Customer's internal business purposes and/or (iii) may authorize its Affiliates to authorize Third Parties to access and use the Customer's account for the Offerings for Customer's and/or Customer's Affiliate's respective internal business purposes.
- 3.4 **Extended Use Rights for Partners.** Subject to the Subscription Plan agreed and within the limitations set out in the Agreement, Customer shall (i) use the Offerings in accordance with the Entitlement as defined in the Section 3.1 of the UCA and specified in the applicable Documentation and ii) may authorize its customers to access and use Customer's account for the Offerings for Customer's internal business purposes and / or (iii) may authorize its Affiliates to authorize their customers to access and use the Customer's account for the Offerings for Customer's and/or Customer's Affiliate's respective internal business purposes.
- 3.5 **Contractual Relationship.** Customer acknowledges and agrees that in any of the aforementioned cases of extended use rights (i) any contractual relationship related to access to and use of Offerings is solely between Customer and the User, and (ii) Siemens shall provide the Offerings only to Customer and shall not assume any obligations or responsibilities directly towards Users with regard to their access to or use of the Offerings. Customer's provision of and access to the Offerings to Users under an account is subject to Customer ensuring that usage of the Offerings by all Users is in accordance with the provisions of this Agreement in particular that User shall comply at all times with applicable laws, Minimum Terms provided by Siemens, if any, and the AUP. Customer shall remain responsible for the enforceability and enforcement of this Agreement and Users compliance with applicable laws. Where required by law, Customer shall enter into appropriate agreements with Users to process and protect their data (including personal data). Such agreements between Customer and Users shall allow Siemens and its subcontractors to process any data (including personal data) of Customer and its Users as described herein. Customer shall be responsible to obtain all necessary permissions to access third party devices, installations, and systems and to apply all necessary updates and upgrades to the devices, installations, ad systems.
- 3.6 **Content Sharing.** Where agreed between Siemens and Customer, Customer may share Customer Content and access to certain Customer Content (read or read and write) with a third party ("**Receiving Party**") under a collaboration ("**Collaboration**"). Once the Collaboration is established, the sharing party shall be able to share selected Customer Content with the Receiving Party ("**Sharing**"). Collaboration and individual Sharing require prior approval of the Receiving Party. It is expressly understood that the Collaboration is only between the Receiving Party and the sharing party and Siemens is not a party thereto, and the outcome of any Collaboration and Sharing of Customer Content is beyond Siemens' control, visibility and responsibility. Customer is responsible for the implementation of measures required to reasonably protect Customer Content from misuse by any third party.
- 3.7 **Specific Terms for Remote Service.** Where agreed between Siemens and Customer and where the Offering provides a means for secured remote login, remote engineering, or data transfer to such Offering ("**Remote Service**"), Customer may make use of the Remote Service provided Customer is the owner of or is entitled by the owner of such customer system to exert such Remote Service. Customer acknowledges that network data traffic such as across the Internet may be subject to local restrictions or prohibitions, including but not limited to those regarding encryption (e.g. use of tunnels), data sensitivity (e.g. production-related data), or cross-border traffic. It is Customer's responsibility to check if such local restrictions or prohibitions apply and to only use the Offerings in compliance with applicable law. If the Cloud Services provide for the option to add additional parties to control the customer system, and Customer makes use of this option in line with the Entitlements set forth in Section 3.4, Customer is fully responsible for actions of third parties to which Customer provided the access. If agreed between Siemens and Customer, Customer may create an account with the right to make use of the Remote Service in accordance with the requirements set forth in Section 3.5 above.
- 3.8 **No Charge-Offerings, Previews.** Previews may be provided as updates of the respective Offering and made available to Customer in a test instance for Customer's review prior to deploying it in production. Siemens may request Customer to provide Feedback for any No-Charge-Offerings and/or Previews. Siemens shall have the right to use such Feedback in line with Section 13.4 of the UCA.

4 SUBSCRIPTION TERMS/RENEWALS/FEE CHANGES

- 4.1 **Subscription.** Customer shall subscribe to such Offering according to the subscription plan defined in the Documentation and/or the Order and in accordance with this Agreement. Customer may subscribe for such Offering directly with Siemens or via a third party authorized by Siemens. The Offering may be provided on a metered pricing, entitlement pricing or any other basis defined in the Documentation, the Order, the Agreement or as elsewhere agreed between Siemens and Customer or Customer and a third party authorized by Siemens.
- 4.2 **Subscription Term.** Other than defined in Section 10.1 of the UCA, if Customer and/or Siemens wish to not renew a Subscription Term, Customer or Siemens may inform the respective other Party one day before the end of the 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 Offering) do not have a fix subscription term and do not renew automatically but expire once all credits are utilized. The fees during any renewed Subscription Term will be the same as those changed during the preceding Subscription Term, unless (i) Siemens notifies Customer about different future fees at least **60** days prior to the end of the then-current Subscription Term or (ii) fees for renewed Subscription Term(s) are specified on the Order.

5 DATA USAGE

Section 6.2 of the UCA shall be replaced by sections 5.1 to 5.2:

- 5.1 **Siemens Right to Use Data.** In connection with the use of the Offerings, Siemens and/or Siemens Affiliates (or where required Siemens's and/or Siemens Affiliates' service providers or suppliers) may obtain, receive, collect, store and process Customer Content, system-specific data, meta data, automatically generated data, or any other type of information, data or content from Customer, Users, Connected Devices or third parties using or having used the Offering ("**Collected Data**"). Customer hereby grants Siemens and/or Siemens Affiliates (and Siemens's service providers or suppliers when acting on Siemens's and/or Siemens Affiliate's behalf) a non-exclusive, transferable, sublicensable, worldwide, royalty-free, perpetual, non-revocable license under applicable copyrights and other intellectual property rights, if any, in all Collected Data to (i) provide the Offerings, (ii) improve the Offerings, (iii) provide new and additional offerings, enhance its offerings with new features, modifications, changes as Siemens and/or Siemens Affiliates see fit, and (iv) 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 utilizes Siemens Data within its sole and absolute discretion for any purpose. Siemens Data does not incorporate information and data specifically identifying the Customer or third parties as company and/or personal data of Users. While Collected Data may contain Confidential Information of Customer or personal data of Users, Siemens Data does not.
- 5.2 **Customer Warranty.** Customer represents and warrants that it has obtained all rights, permissions and consents necessary for Siemens to the aforesaid use of Collected Data as part of the Offering, and permits Siemens and/or Siemens Affiliates to exercise all of its rights under this Agreement. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content. Neither Siemens, Siemens Affiliates nor Siemens's or Siemens Affiliate's service providers or suppliers shall be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Collected Data and/or Siemens Data.
- 5.3 **Manually Stored Data.** In case that Customer manually stores data with or in the Offering, Customer is solely responsible for such data and any consequences out of or in connection with this activity; in case that this data is subject to additional legal provisions (including regulatory provisions) Customer shall inform Siemens and/or Siemens Affiliates prior to said storage to enable further analysis by Siemens and/or Siemens Affiliates. If and to the extent Siemens accepts such storage, and the data processing is subject to special requirements, Customer and Siemens shall agree on an amendment to this Agreement regarding the data handling in writing signed by both.
- 5.4 **Data Hosting.** Collected Data will be hosted within the location defined in the Documentation.
- 5.5 **Connected Devices.** Whenever Customer would disconnect a Connected Device from the Cloud Service, the Collected Data related to such disconnected device which was uploaded, created and/or modified by Customer via the Cloud Services before such disconnection will remain stored in the Cloud Services, unless Customer requests Siemens and Siemens agrees to (i) perform removal on behalf of the Customer and (ii) return such Collected Data to Customer. Terms and conditions for such removal 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 of the Offerings.
- 5.6 **Data Privacy.** The terms and conditions of section 6.1 of the UCA shall apply. The Data Privacy Terms, including the Offering specific technical and organizational measures, described [under https://www.siemens.com/dpt/si](https://www.siemens.com/dpt/si), shall apply and are incorporated herein by reference.

6 ASSIGNMENT TO SIEMENS AFFILIATES

Siemens shall have the right to transfer the rights and obligations under this agreement 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 as per section 4.2.

UNIVERSAL CUSTOMER AGREEMENT

Status: March 19th, 2024



This Universal Customer Agreement (“UCA”) and the applicable Supplemental Terms (together, this “Agreement”) are entered into between the Siemens entity named on the Order (“Siemens” or “SISW”) and the customer that accepted this Agreement (“Customer”). This Agreement may be accepted by manual signature or electronic signature, or through an electronic system specified by Siemens. In the electronic system, Customer will be prompted to accept these terms by clicking a button. Clicking the button or using any Offering indicates that Customer has read, understood, and accepted this Agreement. If Customer does not accept this Agreement, Customer must not use any Offering and return any Offering to Siemens or its applicable authorized partner prior to installation or use.

1. ORDER OF PRECEDENCE AND DEFINITIONS

1.1 **Order of Precedence.** In the event of a conflict between this UCA and any Supplemental Terms, the Supplemental Terms prevail. In the event of a conflict between this Agreement and an Order, the Order prevails with respect to any Offering ordered thereunder.

1.2 Definitions

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

“Cloud Services” means online services and associated cloud-based APIs (application programming interfaces) made available by Siemens under this 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 applicable Order or Supplemental Terms, 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.

“Hardware” means hardware equipment, devices, accessories, and parts delivered by Siemens under this Agreement, including firmware incorporated therein.

“Offering” means an individual offering, made available by Siemens and identified in an Order, which consists of Cloud Services, Software, Hardware, or Professional Services, or a combination of any of the foregoing, and any associated maintenance and support services and Documentation.

“Order” means an order form (Order Form), statement of work (SOW), Licensed Software Designation Agreement (LSDA), or similar ordering document that (i) incorporates the terms of this 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.

“Professional Services” means training, consulting, engineering, or other professional services provided by or on behalf of Siemens under this Agreement pursuant to an Order, excluding Cloud Services.

“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.

“Software” means software licensed by Siemens under this Agreement and made available for download or otherwise delivered to Customer for installation, including updates, modifications, design data, and all copies thereof, associated software-based APIs, scripts, toolkits, libraries, reference or sample code, and similar materials.

“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.

“Supplemental Terms” means additional terms and conditions that apply to a particular Offering as attached hereto or set forth or referenced in an Order.

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

2. ORDERS

2.1 **Ordering.** The parties may enter into one or more Orders under this Agreement. Each Order is binding on the parties and is governed by the terms of this UCA and all applicable Supplemental Terms.

2.2 **Delivery.** Unless otherwise set forth in the Order (i) delivery of Cloud Services occurs when Siemens makes Cloud Services available to Customer for access and use, (ii) delivery of Software occurs when Siemens makes Software available to Customer via electronic download from a website specified by Siemens or ships the tangible media containing the Software, and (iii) for an Offering that is comprised of a

combination of Cloud Services and Software, delivery occurs when the Software and Cloud Services are made available by Siemens. Software on media will be delivered subject to EXW (Incoterms 2020) for deliveries that occur entirely within the United States, Russia, or China. All other Software will be delivered subject to DAP (Incoterms 2020).

- 2.3 **Payment.** Customer will pay the fees set forth in the applicable Order within 30 days after the invoice date unless otherwise agreed by the parties. Siemens will invoice Customer for Professional Services on a monthly basis as charges are incurred. Unless specified otherwise in the applicable Order, Siemens will invoice Customer for fees related to any other Offerings in advance. Without limiting any other remedies available to Siemens, Customer will pay applicable fees for any excess use of an Offering at the then-current price for such Offering within 30 days after the invoice date. Except as expressly set forth in this Agreement, all payment obligations are non-cancelable, and all fees are non-refundable. If Customer has procured an Offering through a Siemens-authorized solution partner, different terms regarding invoicing and payment may apply as specified between Customer and the solution partner. Siemens may share information with the solution partner related to Customer's use and consumption of Offerings for account management and billing purposes.
- 2.4 **Taxes.** All amounts to be paid to Siemens are exclusive of taxes and any other charges. Customer agrees to pay or reimburse Siemens for any applicable taxes, duties, or other charges imposed by any government authority on Customer's use or receipt of Offerings. If Customer is required by law to make any income tax deduction or to withhold income tax, the amount payable to Siemens shall be increased so that Siemens receives a net amount equal to the amount invoiced. Customer will promptly provide all tax receipts in connection with the respective Order.

3. USE OF OFFERINGS

- 3.1 **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 this Agreement. For Software and Documentation contained within an Offering, Siemens grants Customer a nonexclusive, nontransferable, non-sublicensable, limited license to use Documentation and install and use Software for Customer's internal business purposes during the applicable Subscription Term or such other time period specified in the Order, solely in accordance with the Entitlements and this Agreement.
- 3.2 **Users.** The number and categories of users authorized to access an Offering are defined in the Entitlements. Customer will ensure that any access or use of an Offering on Customer's behalf, at Customer's invitation, or by invitation of a Customer user, complies with Customer's obligations under this Agreement. If Customer becomes aware of any violation of this Agreement by a user or any unauthorized access to any user account, Customer will immediately notify Siemens and terminate the relevant user or user account'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 this Agreement. Customer acknowledges and agrees that users who submit declarations, notifications, or orders to Siemens are acting on Customer's behalf. If a Customer affiliate accesses or uses an Offering, Siemens may enforce its rights directly against that affiliate.
- 3.3 **General Use Restrictions.** Except as authorized in this Agreement, Customer will not, and will not permit any person or entity to, (i) resell, transfer, sublicense, publish, loan, or lease any Offering, or use any Offering for the benefit of any third party without the prior written consent of Siemens, (ii) modify, alter, tamper with, repair, or create derivative works of any Offering, (iii) reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code of any Offering, (iv) use any Offering in a manner that could subject such Offering to any open source software license that conflicts with this Agreement or that does not otherwise apply to such Offering, (v) use any Offering for the purpose of developing or enhancing any product that is competitive with such Offering, or (vi) remove any proprietary notices or legends contained in or affixed to any Offering. Customer will only use APIs identified as 'published' in the Documentation, and only as described therein to support the authorized use of Offerings. Customer may copy Software or Documentation only as required to support use of the Offering as expressly authorized in this Agreement, and will ensure that any such copy includes all proprietary notices contained in the Software or Documentation or affixed thereto as received from Siemens. The restrictions set out in this Section do not apply to the extent they conflict with mandatory applicable law.
- 3.4 **Security of Customer Systems.** Customer is responsible for the security of Customer systems, including Software on Customer's systems, and will take commercially reasonable steps to exclude malware, viruses, spyware, and Trojans from Customer's systems.
- 3.5 **Reservation of Rights.** All Software, Cloud Services, and non-public Documentation are trade secrets 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 this Agreement.
- 3.6 **No-Charge Offerings; Previews.** All (i) Offerings provided at no charge to Customer ("**No-Charge Offerings**"), and (ii) features or services offered at no extra charge 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. Customer will only use No-Charge Offerings identified on an Order as being 'demo', 'test', 'evaluation', 'beta', or similar for internal test and evaluation purposes, and not for production or other commercial purposes.

4. ADDITIONAL TERMS FOR SOFTWARE

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

- 4.1 Software is provided in object code form only, unless otherwise specified in this Agreement. To the extent that any Software is provided by Siemens in source code form, Customer may only use that Software to modify or enhance the applicable Offering that such Software is a part of, and, as between the parties, all such modifications or enhancements will be owned by Siemens and subject to the license set forth in Section 3.1. Customer hereby consents to the installation of Software on systems used by Customer, as may be facilitated by Cloud Services.

4.2 Software may contain third-party software, technology, and other materials, including open source software, licensed by third parties (“**Third-Party Technology**”) under separate terms (“**Third-Party Terms**”). Third-Party Terms are specified in the Documentation, Supplemental Terms, “read me” files, header files, notice files, or similar files. In the event of a conflict with the terms of this Agreement, the Third-Party Terms control with respect to Third-Party Technology. If Third-Party Terms require Siemens to furnish Third-Party Technology in source code form, Siemens will provide it upon written request and payment of any shipping charges.

5. **ADDITIONAL TERMS FOR CLOUD SERVICES**

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

- 5.1 **Service Level Agreements.** During the Subscription Term, Siemens will comply with the applicable service level agreements for Cloud Services as set forth in any applicable Supplemental Terms.
- 5.2 **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 by providing Siemens with written notice within 30 days after Customer’s receipt of notice of 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.
- 5.3 **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 messages will reach their intended destination in a given timeframe.
- 5.4 **Out of Scope.** 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 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.
- 5.5 **Acceptable Use Policy; Indemnity.** Customer will comply, and ensure that all users of any Offering comply, with the AUP. Customer will indemnify Siemens, its affiliates, its subcontractors, and their representatives against any 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, regulations, or rights of others by Customer’s or any user’s use of any Offering, or (iii) Customer Content.
- 5.6 **Ownership and Use of Customer Content.** Siemens will not acquire any title to or ownership of Customer Content by virtue of this Agreement. Siemens and its subcontractors will use Customer Content only for the purpose of providing Offerings, or as otherwise permitted by this 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 that Customer confirms 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 this Agreement without violating any rights of others or any laws or regulations.
- 5.7 **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.

6. **DATA**

- 6.1 **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 this 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>, including the technical and organizational measures described therein, apply to the use of the relevant Offering and are incorporated into this Agreement by this reference.
- 6.2 **Systems Information.** Siemens and its affiliates and their subcontractors may collect and derive information, statistics, and metrics regarding usage, operation, support, and maintenance of 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. To determine unauthorized use of Software licenses, Siemens reserves the right to embed a reporting mechanism in Software.

7. **WARRANTIES AND DISCLAIMERS**

- 7.1 **Software Warranty.** Siemens warrants that Software will perform substantially in accordance with the features and functionalities described in the Documentation for a period of 90 days following the date the Offering is initially made available to Customer. To the extent permissible under applicable law, as Siemens’ entire liability and Customer’s sole and exclusive remedy for a breach of this warranty,

Siemens will, at its option (i) correct errors or provide work-arounds, (ii) replace defective Software, or (iii) require Customer to return the defective Software, terminate the Order for the non-conforming Offering, and refund fees paid for such Offering. The warranty for Software excludes (a) No-Charge Offerings, (b) Software provided upon re-mix, (c) Software that is designated as retired or not generally supported as of the date of the Order, (d) Software made available under the maintenance services terms set forth in any applicable Supplemental Terms, and (e) issues, problems, or defects arising from use of Software not in accordance with the terms of this Agreement.

7.2 **Cloud Services 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 Siemens' 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) No-Charge Offerings and Previews, 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 this Agreement.

7.3 **Disclaimers.** Siemens makes only the limited warranties expressly stated in this 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 Offerings. By using an Offering, Customer agrees that such 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 Offerings.

Siemens does not control Customer's processes or the creation, validation, sale, or use of Customer's (or any client of Customer's) products or services and will not be liable for any claim or demand made against Customer by any third party, except for Siemens' obligations to indemnify Customer against infringement claims as expressly set forth in this Agreement.

8. LIMITATION OF LIABILITY

8.1 The entire, aggregate liability of Siemens related in any way to this Agreement is limited as follows: (i) for liability arising from an Offering provided for a Subscription Term, the fees paid to Siemens for that Offering during the 12-month period immediately preceding the first event giving rise to the claim, provided that the aggregate liability for any Offering will not exceed the amount paid for that Offering during the Subscription Term, or (ii) in all other cases, the fees paid to Siemens for that Offering. The foregoing limitation does not apply to Siemens' indemnity obligation in Section 9.

8.2 In no event will Siemens be liable for (i) any indirect, incidental, consequential, special, exemplary, or punitive damages, loss of production or data, interruption of operations, or lost revenue or profits, even if such damages were foreseeable, or (ii) any No-Charge Offerings or Previews.

8.3 Siemens will not be liable for any claim in connection with this Agreement if such claim is brought more than two years after the first event giving rise to such claim is or should have been discovered by Customer.

8.4 The foregoing limitations and exclusions apply (i) to the benefit of Siemens and its affiliates, and their respective officers, directors, licensors, subcontractors, and representatives, and (ii) regardless of the form of action, whether based in contract, statute, tort (including negligence), or otherwise.

8.5 The foregoing limitations and exclusions will not apply to the extent that liability cannot be limited or excluded according to applicable law.

9. INTELLECTUAL PROPERTY INFRINGEMENT INDEMNITY

9.1 **Infringement Claim Indemnity.** Siemens will indemnify and defend, at its expense, any action brought against Customer to the extent that it is based on a claim that the Offering infringes any copyright, any trade secret, or a patent or trademark issued or registered by the United States, Japan, or a member of the European Patent Organization, and will pay all damages finally awarded against Customer by a court of competent jurisdiction or agreed in a settlement, provided that Customer gives Siemens (i) prompt written notice of the claim, (ii) all requested information and reasonable assistance related to the claim and (iii) sole authority to defend or settle the claim. Siemens will not admit liability or incur obligations on Customer's behalf without Customer's prior written consent, which will not be unreasonably withheld.

9.2 **Injunction.** If a permanent injunction is obtained against Customer's use of an Offering due to an infringement claim, Siemens may, at its sole option, obtain for Customer the right to continue using the Offering, or replace or modify the Offering to become non-infringing. If such remedies are not reasonably available: (i) Siemens will refund prepaid fees for the enjoined Offering on a pro-rata basis (a) for Hardware or Software licensed to Customer on a perpetual basis, for the remainder of an amortization period of 60 months from the initial delivery to Customer, or (b) for any other Offering, for the remainder of the Subscription Term for that Offering; (ii) any applicable licenses to such Offering will automatically terminate; and (iii) Customer will immediately cease to use the enjoined Offering and return all related Software in its possession. Siemens may, in its sole discretion, provide any of the foregoing remedies to mitigate infringement prior to the issuance of an injunction.

9.3 **Exclusions.** Notwithstanding anything to the contrary in this Agreement, Siemens will not have any liability or obligation to Customer to the extent that an infringement claim arises out of (i) use of a prior version of the Offering to the extent that a current version is non-

infringing, (ii) failure to use a replacement, correction, patch, or new version of the Offering offered by Siemens that performs substantially the same functions, (iii) use of the Offering in combination with Content, equipment, or products not provided by Siemens, (iv) use of No-Charge Offerings or Previews, (v) deliverables resulting from Professional Services, (vi) any adjustment, modification, or configuration of the Offering not made by Siemens, or (vii) instructions, assistance, or specifications provided by Customer.

9.4 **Sole and Exclusive Remedy.** Section 9 sets forth Siemens' entire liability and Customer's sole and exclusive remedy for infringement of third-party intellectual property rights.

10. RENEWAL, SUSPENSION, TERMINATION

10.1 **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 then-current Agreement as made available under links referenced in this Agreement or Order or as made available to Customer by other means will apply for the following Subscription Term in lieu of this Agreement. The fees for any renewed Subscription Term will be the same as those in effect at the end of 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.

10.2 **Suspension.** Siemens may suspend or limit Customer's or any user's access to and use of Offerings, in whole or in part, immediately (i) if 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 this Agreement, or (iii) upon the occurrence of any of the circumstances that give Siemens the right to immediate termination under Section 10.3. Suspension or limitation will not limit any other rights available to Siemens under this 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.

10.3 **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 this 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 this 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, 3, 5.5, 11, 12, or 13.2, or in order to comply with applicable law or the requests of government authorities.

10.4 **Effect of Expiration or Termination.** Upon expiration of the applicable Subscription Term or termination of any Order for one or more Offerings or this 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 this Agreement and pays any applicable fees. After such period, all Customer Content may be deleted. Termination of this 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 10.3, 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, 3.3, 3.4, 3.5, 5.5, 6.2, 7.3, 8, 10.4, 11, 12, 13.4, 13.6 and 13.9 survive termination of this Agreement.

11. EXPORT CONTROL AND SANCTIONS COMPLIANCE

11.1 **Export Regulations/ No Re-Export.** Customer shall comply with all applicable sanctions, embargoes and (re-)export control, laws, and regulations, and, in any event, with those of the European Union, the United States of America and any locally applicable jurisdiction (collectively "Export Regulations").

Customer will not sell, export or re-export, directly or indirectly, any Offerings to Russia or Belarus or for use in these countries. Customer will undertake best efforts to ensure that the purpose of this Section 11.1. is not frustrated by any third party further down the commercial chain.

11.2 **Checks for Offerings.** Prior to any transaction by Customer concerning the Offerings delivered by Siemens to a third party, Customer shall check and certify by appropriate measures (e.g. monitoring) that (i) the Customer's use, transfer, or distribution of such Offerings, the brokering of contracts or the provision of other economic resources in connection with Offerings will not be in violation of any Export Regulations, also taking into account any prohibitions to circumvent these (e.g., by undue diversion); (ii) the Offerings are not intended or provided for, prohibited or unauthorized non-civilian purposes (e.g. armaments, nuclear technology, weapons, or any other usage in the field of defense and military); (iii) Customer has screened all direct and indirect parties involved in the receipt, use, transfer, or distribution of the Offerings against all applicable restricted party lists of the Export Regulations concerning trading with entities, persons and organizations listed therein; and (iv) Offerings will not be exported, directly or indirectly (e.g., via Eurasian Economic Union (EAEU) countries), to Russia or Belarus or for use in Russia or Belarus, or (b) resold to any third party business partner that does not take a prior written commitment not to directly or indirectly export such Offerings to Russia or Belarus.

11.3 **Non-Acceptable Use of Software and Cloud Services.** Customer shall not, unless permitted by the Export Regulations or respective governmental licenses or approvals, (i) download, install, access or use the Software or Cloud Services from or in any location prohibited by or subject to comprehensive sanctions or subject to license requirements according to the Export Regulations; (ii) grant access to, transfer, (re-)export (including any 'deemed (re-)exports'), or otherwise make available the Software or Cloud Services to any entity, person, or organization identified on a restricted party list of the Export Regulations, or owned or controlled by a listed party; (iii) use the Software or Cloud Services for any purpose prohibited by the Export Regulations (e.g. use in connection with armaments, nuclear technology or weapons); (iv) upload to the Cloud Services platform any Customer Content unless it is non-controlled (e.g. in the EU: AL = N; in the U.S.:

ECCN = N or EAR99); or (v) facilitate any of the aforementioned activities by any user. Customer shall provide all users with all information necessary to ensure compliance with the Export Regulations.

11.4 **Semiconductor Development.** Customer will not, without advance written authorization from Siemens, use Offerings for the development or production of integrated circuits at any semiconductor fabrication facility located in China meeting the criteria specified in the U.S. Export Administration Regulations, 15 C.F.R. 744.23.

11.5 **Information.** Upon request by Siemens, Customer shall promptly provide Siemens with all information (i) pertaining to users, the intended use, and the location of use, or the final destination of the Offerings and (ii) compliance with Section 11. Customer will promptly inform Siemens about any problems in applying Sections 11.1 and 11.2 (iv), including any relevant activities by third parties that could frustrate the purpose of Section 11.1.

Customer will notify Siemens prior to Customer disclosing any information to Siemens that is defense-related or requires controlled or special handling pursuant to applicable government regulations and will use the disclosure tools and methods specified by Siemens.

11.6 **Indemnification.** 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 this Section 11, including Customer's and its users' and third party business partners' violation or alleged violation of any Export Regulations and Customer will compensate Siemens for all losses and expenses resulting thereof.

11.7 **Reservation.** Siemens shall not be obligated to fulfill this Agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions. Customer acknowledges that Siemens may be obliged under the Export Regulations to limit or suspend access by Customer and/or users to the Offerings.

11.8 **Breach of Export Regulation.** Any violation of this Section 11 is a material breach of the Order entitling Siemens to suspend or terminate the Order in accordance with Sections 10.2 and 10.3.

12. CONFIDENTIALITY

12.1 **Confidential Information.** "Confidential Information" means all information disclosed by one party or any of its affiliates or subcontractors to the other party under this Agreement that is marked as confidential or the confidential nature of which is evident to a reasonable person. Siemens Confidential Information includes the terms of this Agreement and any Order, Offerings, Systems Information, Siemens IP, and any information Customer derives from benchmarking any Offering. The receiving party will (i) not disclose Confidential Information, except (a) on a need-to-know basis to its and its affiliates' employees, consultants, contractors, and financial, tax, and legal advisors that are bound by confidentiality obligations and use restrictions at least as restrictive as those in this Agreement, or (b) as otherwise authorized by the disclosing party or this Agreement, (ii) use Confidential Information only as required to exercise or enforce rights or perform obligations under this Agreement, and (iii) use reasonable care to protect against unauthorized use and disclosure of the disclosing party's Confidential Information. The receiving party will be liable for compliance with Section 12 by each of its recipients. Siemens and its affiliates may name Customer as a customer on their websites and in customer lists and other marketing materials.

12.2 **Exclusions.** The obligations in Section 12.1 will not apply to any Confidential Information that (i) is or becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, (ii) becomes available to the receiving party from a source other than the disclosing party, provided that the receiving party has no reason to believe that such source is itself bound by a legal, contractual, or fiduciary obligation of confidentiality, (iii) was in the receiving party's possession without an obligation of confidentiality prior to receipt from the disclosing party, (iv) is independently developed by the receiving party without the use of, or reference to, the disclosing party's Confidential Information, or (v) is required to be disclosed by a government authority or law, so long as the receiving party promptly provides the disclosing party with written notice of the required disclosure, to the extent such notice is permitted by law, and cooperates with the disclosing party to limit the scope of such disclosure.

13. GENERAL PROVISIONS

13.1 **Siemens Affiliates and Subcontractors.** Siemens' ultimate parent company or companies directly or indirectly owned or controlled by Siemens' ultimate parent company may exercise Siemens's rights and fulfill Siemens' obligations under this Agreement. Siemens may use resources in various countries to provide Offerings, including unaffiliated subcontractors. Siemens remains responsible for its obligations under this Agreement.

13.2 **Assignment.** This Agreement will extend to and be binding upon the successors, legal representatives, and permitted assignees of the parties. However, this Agreement and the rights granted under this Agreement may not be assigned, sublicensed, or otherwise transferred (by operation of law or otherwise) by Customer without the prior written consent of Siemens. Any attempted assignment in violation of this Section will be void.

13.3 **License Rights Applicable to the U.S. Government.** Offerings are commercial products that were developed exclusively at private expense. If Offerings are acquired directly or indirectly for use by the U.S. Government, then the parties agree that such are considered 'Commercial Items' and 'Commercial Computer Software' or 'Computer Software Documentation', as defined in 48 C.F.R. §2.101 and 48 C.F.R. §252.227-7014(a)(1) and (a)(5), as applicable. Offerings may only be used under the terms of this Agreement as required by 48 C.F.R. §12.212 and 48 C.F.R. §227.7202. The U.S. Government will only have the rights set forth in this Agreement, which supersedes any conflicting terms or conditions in any government order document, except for provisions which are contrary to applicable mandatory federal laws. Siemens will not be required to obtain a security clearance or otherwise be involved in accessing U.S. Government classified information.

13.4 **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.

- 13.5 **Force Majeure.** Neither party will be liable for delay or failure to perform any obligations under this Agreement (except with respect to any payment obligations) due to any cause beyond its reasonable control. The delayed party will promptly notify the other party of any such event.
- 13.6 **Information Obligations; Audit.** Customer will provide information or other materials that Siemens reasonably requests to verify Customer's compliance with this Agreement. Upon reasonable advance notice, Siemens may conduct an audit of Customer's compliance with this Agreement. To minimize Customer disruption, Siemens may conduct remote audits using scanning tools operated by Customer to collect audit information. At Siemens' discretion, Customer will permit Siemens or its authorized agents to access facilities, workstations, and servers and take all commercially reasonable actions to assist Siemens in the audit. Siemens and its agents will comply with reasonable security procedures communicated to Siemens while on Customer's premises.
- 13.7 **Notices.** Siemens may notify Customer under this 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.
- 13.8 **Language.** If Siemens provides a translation of the English language version of this Agreement, the English language version of this Agreement will control in the event of any conflict.
- 13.9 **Governing Law and Jurisdiction.** This Agreement will be subject to the applicable laws set forth in the table below, as set forth therein, without reference to any conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Any dispute arising out of or in connection with this Agreement will be resolved as set forth in the table below:

If the Siemens entity named on the Order is in:	the applicable law will be:	Any dispute arising out of or in connection with this Agreement will be:
a country in North or South America, with the exception of Brazil,	the laws of the State of Delaware, United States.	subject to the jurisdiction of the courts of the State of Delaware, USA. Each party hereby irrevocably submits itself to the personal jurisdiction of the relevant court of the State of Delaware for any such disputes.
Brazil,	the laws of Brazil.	subject to the jurisdiction and venue of the Court of Sao Caetano do Sul-SP, Brazil.
a country in Asia or Australia/Oceania, with the exception of Japan,	the laws of Singapore.	finally resolved by binding arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce (" ICC Rules "). The seat of arbitration will be Singapore.
Japan,	the laws of Japan.	finally resolved by binding arbitration in accordance with the ICC Rules. The seat of arbitration will be Tokyo, Japan.
a country not covered by any of the above,	the laws of Switzerland.	finally resolved by binding arbitration in accordance with the ICC Rules. The seat of arbitration will be Zurich, Switzerland.

If a dispute is subject to arbitration as described in the table above, arbitrators will be appointed in accordance with the ICC Rules, the language used for proceedings will be English, and orders for the production of documents will be limited to the documents on which each party specifically relies in its submission. Nothing in this Section 13.9 will restrict the right of the parties to seek interim relief intended to preserve the status quo or interim measures in any court of competent jurisdiction. Notwithstanding the foregoing, to the extent permissible under applicable laws and to the extent it would not result in the invalidity or inapplicability of this Section 13.9, the parties agree that Siemens, at its sole discretion, may bring an action in the courts of the jurisdiction(s) where the Offering is being used or Customer has its place of business, (i) to enforce its intellectual property rights, or (ii) for the payment of amounts due for any Offering.

- 13.10 **No Waiver; Validity and Enforceability.** The failure to enforce any provision of this Agreement will not be construed as a waiver of such provision. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be affected, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law. The parties agree that electronic signatures or acceptance of this Agreement via an electronic system specified by Siemens will have the same force and effect as manual signatures.
- 13.11 **Entire Agreement.** This Agreement constitutes the full and complete agreement between the parties with respect to the subject matter thereof and supersedes any previous or contemporaneous agreements or communications, whether written or verbal, relating to such subject matter. The reference to a document that refers to another document will be deemed to also include such other document, unless otherwise stated therein. This Agreement may not be varied except as set out in Supplemental Terms or otherwise in writing executed by manual signatures or electronic signatures of authorized representatives of both parties or via an online mechanism, if so provided explicitly for such purpose by Siemens. No other terms and conditions will apply. The terms of any purchase order or similar Customer document are excluded and such terms will not apply to any Order, and will not supplement or modify this Agreement irrespective of any language to the contrary in such document.

Data Privacy Terms

May 2022

The Data Privacy Terms (“DPT”) are agreed between the Siemens entity (“Siemens”) and the customer (“Customer”) named in the Agreement.

1. Scope and compliance with laws

1.1. The DPT shall apply to the Processing of Personal Data by Siemens acting as Processor for Customer with respect to Offerings provided under the Agreement. In the Agreement, Offering as defined herein may be referred to as “Service”. The DPT Annexes are incorporated into the DPT; the DPT are incorporated into the Agreement. In the event of conflicts, the DPT Annexes prevail over the DPT which prevail over the remainder of the Agreement.

1.2. The DPT describe Customer’s and Siemens’ data protection related rights and obligations with regard to the processing operations captured by the DPT. All other rights and obligations shall be exclusively governed by the other parts of the Agreement.

1.3. When providing the Offerings, Siemens will comply with data protection laws and regulations directly applicable to its provision of the Offerings acting as Customer’s Processor, including security breach notification law. However, Siemens shall not be responsible for compliance with any data protection laws or regulations applicable to Customer or Customer’s industry that are not generally applicable to Processors. Customer shall comply with all laws and regulations applicable to Customer’s use of the Offerings, including Applicable Data Protection Law, and ensure that Siemens and its Subprocessor are allowed to provide the Offerings as described in the DPT.

2. Details of the processing

The details of the Processing operations provided by Siemens, including the subject-matter of the Processing, the nature and purpose of the Processing, the types of Personal Data Processed and the categories of affected Data Subjects, are specified in the DPT Annexes.

3. Instructions

Siemens will Process Personal Data only in accordance with Customer’s documented instructions. Customer agrees that the Agreement (including the DPT) are Customer’s documented instructions to Siemens for the Processing of Personal Data. Any additional or alternative instructions must be agreed between the parties in writing.

4. Technical and organizational measures

4.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Siemens shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk. The technical and organizational measures implemented by Siemens for this purpose are described in the DPT Annexes. Customer understands and agrees that the technical and organizational measures are subject to technical progress and development. In that regard, Siemens shall have the right to implement appropriate alternative measures as long as the security level of the measures is maintained.

4.2. The technical and organizational measures described in the DPT Annexes apply to the IT-system and applications of Siemens and

Siemens’ Subprocessors. Customer is responsible for implementing and maintaining appropriate technical and organizational measures for components that Customer provides or controls, such as implementing physical and system access control measures for Customer’s own premises, assets and IT-systems or configuring the Offerings to Customer’s individual requirements.

5. Confidentiality of the processing

Siemens will ensure that personnel who are engaged in the Processing of Personal Data (i) are under an obligation to maintain the confidentiality of such data, (ii) will process such data only as described in the DPT or on Customer’s documented instructions, and (iii) receive adequate privacy and security trainings.

6. Subprocessors

6.1. Customer hereby approves the engagement of Subprocessors by Siemens. A current list of Subprocessors commissioned by Siemens is available in the applicable DPT Annexes.

6.2. Siemens may remove or add new Subprocessors at any time. If required by Applicable Data Protection Law, Siemens will obtain Customer’s approval to engage new Subprocessors in accordance with the following process: (i) Siemens shall notify Customer with at least 30 days’ prior notice before authorizing any new Subprocessor to access Customer’s Personal Data; (ii) if Customer raises no reasonable objections that include an explanation of the grounds for non-approval in writing within this 30 day period, then this shall be taken as an approval of the new Subprocessor; (iii) if Customer raises reasonable objections, Siemens will - before authorizing the Subprocessor to access Personal Data - use reasonable efforts to (a) recommend a change to Customer’s configuration or use of the Offerings to avoid Processing of Personal Data by the objected-to new Subprocessor or (b) propose other measures that address the concerns raised in Customer’s objection; (iv) if the proposed changes or measures cannot eliminate the grounds for non-approval, Customer may terminate the affected Offering without penalty with 14 days’ written notice following Siemens response to Customer’s objection. If Customer does not terminate the affected Offering within the 14-day period, this shall be taken as an approval of the Subprocessor by Customer.

6.3 In case of any commissioning of Subprocessors, Siemens shall enter into an agreement with such Subprocessor imposing appropriate contractual obligations on the Subprocessor that are no less protective than the obligations in this DPT. Siemens remains responsible for any acts or omissions of our Subprocessors in the same manner as for Siemens’ own acts and omissions hereunder.

7. International Data Transfers

7.1. Restricted Transfers. In case Restricted Transfers relate to Personal Data originating from a Controller located within the EEA, Switzerland, or the United Kingdom, Siemens shall implement the Transfer Safeguards identified in the DPT Annexes. Siemens shall have the right to replace the Transfer Safeguard identified in the DPT Annexes by alternative adequate Transfer Safeguards. In this case the notification and objection mechanism in Section 6.2 shall apply mutatis mutandis.

7.2. Standard Contractual Clauses. The following shall apply if a Transfer Safeguard is based on the Standard Contractual Clauses:

(i) Option 1 - Siemens within the EEA. If the Siemens entity being a party to these DPT is located within the EEA or within a Country with an Adequacy Decision, then this Option 1 shall apply, and the Restricted Transfer shall be protected by Module 3 of the Standard Contractual Clauses EU and the respective provision of the Standard Contractual Clauses UK. Siemens shall be responsible to conclude the Standard Contractual Clauses covering the relevant Processing activities with its Subprocessors.

(ii) Option 2 - Siemens outside the EEA. If the Siemens entity being a party to these DPT is located outside the EEA or outside a Country with an Adequacy Decision, then this Option 2 shall apply, and Siemens and Customer hereby enter into Module 2, and, if the Customer itself acts as Processor for its Authorized Entities, then the parties hereby also enter into Module 3 of the Standard Contractual Clauses EU and the respective provision of the Standard Contractual Clauses UK. For this purpose, the Standard Contractual Clauses available at www.siemens.com/DPT/SCC are incorporated in these DPT by reference. The "DPT Annexes - Description of the Processing Operations", "DPT Annexes - Technical and organizational measures" and "DPT Annexes - List of approved Subprocessors" shall form Annex I to III of the Standard Contractual Clauses. Without prejudice to the statutory rights of Data Subjects, limitations of liability contained in the Agreement shall also apply to Siemens' and its Subprocessors' liability (taken together in the aggregate) vis-à-vis Customer under the Standard Contractual Clauses.

(iii) Onward Transfers. Any further onward transfer must comply with the applicable Module of the Standard Contractual Clauses. In case Customer is located outside the EEA and acts on its part as a data importer for its Further Controllers under the Standard Contractual Clauses, the third-party beneficiary clause stipulated by Clause 9 (e) of the Standard Contractual Clauses shall be in favor of the respective Further Controllers acting as the data exporters under such Standard Contractual Clauses.

(iv) Switzerland. In case Restricted Transfers relate to Personal Data originating from a Controller located within Switzerland and the Standard Contractual Clauses are used, any reference in the Standard Contractual Clauses EU to the EU General Data Protection Regulation (EU) 2016/679 shall be understood as reference to Applicable Data Protection Law in Switzerland and references to the "competent supervisory authority" shall be interpreted as references to the competent data protection authority in Switzerland. The Parties further agree that the Standard Contractual Clauses shall be governed by the laws of Switzerland.

7.3. BCR. The following shall apply if a Transfer Safeguard is based on BCR-P: Siemens shall contractually bind such Subprocessor to comply with the BCR-P with regard to the Personal Data Processed under the DPT.

8. Defending Customer Personal Data – Third party access requests

In the event Siemens receives an order from any third party for disclosure of Personal Data, Siemens shall (i) use every reasonable effort to redirect the third party to request data directly from Customer; (ii) promptly notify Customer, unless prohibited under applicable law, and, if prohibited from notifying Customer, use all lawful efforts to obtain the right to waive the prohibition in order to communicate as much information to Customer as soon as possible;

and, (iii) use all reasonable lawful efforts to challenge the order for disclosure on the basis of any legal deficiencies under the laws of the requesting party or any relevant conflicts with the law of the EEA or applicable EEA member state law

9. Personal Data Breach

9.1. Siemens shall notify the Customer without undue delay after becoming aware of a Personal Data Breach. Taking into account the nature of processing and the information available to Siemens, the notification shall describe (i) the nature of the Personal Data Breach including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned, (ii) a contact point where more information can be obtained, (iii) the likely consequences of the Personal Data Breach; and (iv) the measures taken or proposed to be taken to address the Personal Data Breach. Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay.

9.2. Siemens shall (i) reasonably assist the Customer in ensuring compliance with its Personal Data Breach obligations pursuant to Applicable Data Protection Law, and (ii) initiate respective and reasonable remedy measures.

10. Data subject rights, Siemens' assistance

10.1. Siemens shall, to the extent legally permitted, notify Customer without undue delay if Siemens receives a request from a Data Subject to exercise its Data Subject's rights (such as the right to access, rectification, erasure or restriction of Processing).

10.2. Taking into account the nature of the processing and the information available to Siemens, (i) Siemens shall assist the Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the Data Subject's rights; (ii) at its own discretion, either (a) provide Customer with the ability to rectify or erase Personal Data via the functionalities of the Offerings, or (ii) rectify or erase Personal Data as instructed by Customer; and (iii) reasonably assist Customer to comply with its further obligations under Applicable Data Protection Law.

11. Audits

11.1. Provided that an audit right is required by Applicable Data Protection Law, Customer shall have the right to audit, by appropriate means - in accordance with Sections 11.2 to 11.4 below - Siemens' and its Subprocessors' compliance with the data protection obligations hereunder annually, unless additional audits are necessary under Applicable Data Protection Law. Such audits shall be limited to information and data processing systems that are relevant for the provision of the Offerings provided to Customer.

11.2. Siemens and its Subprocessors may use (internal or external) auditors to perform audits to verify compliance with the data protection obligations hereunder. Each audit will result in the generation of an audit report ("**Audit Report**"). Upon Customer's request, Siemens shall provide such relevant Audit Reports for the Offerings concerned. Customer agrees that these Audit Reports shall first be used to address Customer's audit rights under these DPT.

11.3. If required under Applicable Data Protection Law, Siemens will allow for additional audits, including onsite audits at Siemens facilities and premises by Customer or an independent, accredited third party

audit firm, during regular business hours, with reasonable advance notice to Siemens.

11.4. The Audit Reports and any further information and documentation provided during an audit shall constitute confidential information and may only be provided to Further Controllers pursuant to confidentiality obligations substantially equivalent to the confidentiality obligations contained elsewhere in the Agreement. In case audits relate to Subprocessors, Siemens may require Customer and Further Controllers to enter into non-disclosure agreements directly with the respective Subprocessor before issuing Audit Reports and any further information or documentation to Customer or Further Controllers.

12. Notices

12.1. Siemens may provide notice to Customer under the DPT by posting a notice as described in the Agreement.

12.2. Notices concerning Subprocessors under section 6 of the DPT may be given by listing the current Subprocessors at www.siemens.com/dpt and providing Customer with a mechanism to obtain notice of any new Subprocessor. It is Customer's obligation to register a point of contact to receive Subprocessor notifications at www.siemens.com/dpt and to keep contact information for notices current.

13. Term and termination

The DPT shall have the same term as the Agreement. Upon termination of the DPT and unless otherwise agreed between the parties in the Agreement, Siemens shall erase all Personal Data made available to it or obtained or generated by it on behalf of Customer connection with the Offerings.

14. Language

If Siemens provides a translation of the English language version of the DPT or its Annexes, the English language version of the DPT or its Annexes will control in the event of any conflict.

15. Country Terms

15.1. **Russian Federation.** If Siemens is Processing Personal Data within the scope of the Data Protection Act No. 152 FZ (i) Customer shall be responsible for the initial collection, recording, systematization, storing, updating, amending, transferring and extraction (collectively "**Initial Processing**") of such Personal Data; and (ii) Customer hereby represents that it will conduct the Initial Processing in compliance with the laws governing processing and protection of such information. Customer represents that it has obtained the Data Subject's consent on the transfer (including international transfer) and Processing of their Personal Data by Siemens and its Subprocessors.

15.2. **USA.** If Siemens is Processing Personal Data of US residents, Siemens makes the following additional commitments to Customer: Siemens will Process Personal Data on behalf of Customer and, not retain, use, or disclose that Personal Data for any purpose other than for the purposes set out in the DPT and as permitted under relevant US data privacy law ("**US Data Privacy Law**"). In no event will Customer sell (as such term is defined under US Data Privacy Law) any such Personal Data. These additional terms do not limit or reduce any data protection commitments Siemens makes to Customer in the DPT, Agreement, or other agreement between Siemens and Customer. Siemens hereby certifies that Siemens understands the restrictions contained herein and will comply with them.

16. Definitions

16.1. "**Agreement**" means the commercial agreement on the provision of the Offerings between Siemens and Customer.

16.2. "**Applicable Data Protection Law**" means all applicable law pertaining to the Processing of Personal Data hereunder.

16.3. "**Binding Corporate Rules for Processors**" or "**BCR-P**" means binding corporate rules for processors which are approved by the competent supervisory authority in the (i) European Union and (ii) the United Kingdom.

16.4. "**Controller**" means the natural or legal person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

16.5. "**Country with an Adequacy Decision**" means any country for which the European Commission has decided that such country ensures an adequate level of data protection, and for personal data originating from the UK, any country for which UK adequacy regulations have been made.

16.6. "**Data Subject**" means an identified or identifiable natural person.

16.7. "**DPT**" shall mean these Data Privacy Terms.

16.8. "**DPT Annexes**" shall mean the documents which describe the scope, the nature and purpose of the Processing, the types of Personal Data Processed, the categories of affected Data Subjects, the Subprocessors used and technical and organizational measures and which are referenced in the Agreement and/or the DPT. If the Standard Contractual Clauses apply, the DPT Annexes shall form Annex I to III of the Standard Contractual Clauses and are hereby incorporated by reference.

16.9. "**EEA**" shall mean the European Economic Area.

16.10. "**Further Controller**" shall mean any third party (such as an affiliated company of Customer) acting as Controller which is entitled to use or receive Offerings under the terms of the Agreement.

16.11. "**Offerings**" shall mean the Offerings under the Agreement provided by Siemens acting in its role as Processor. In the Agreement, Offering as defined herein may be referred to as "Service".

16.12. "**Personal Data**" means information that relates, directly or indirectly, to a Data Subject, including without limitation, names, email addresses, postal addresses, identification numbers, location data, online identifiers or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person. Personal Data, for the purposes of the DPT, includes only such Personal Data submitted by or for Customer or any Further Controller to the Offerings or that is accessed by Siemens in the context of providing the Offerings.

16.13. "**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data Processed under the terms of this DPT.

16.14. "**Processor**" means a natural or legal person, public authority, agency or any other body which Processes Personal Data on behalf of a Controller.

16.15. **“Process” or Processing**” means any operation or set of operations which is performed upon Personal Data or sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction, access to, transfer, and disposal.

16.16. **“Restricted Transfer”** shall mean (i) the Processing of Personal Data outside the EEA or a Country with an Adequacy Decision or (ii) any accesses to Personal Data from outside the EEA or a Country with an Adequacy Decision by Siemens or any of its Subprocessors.

16.17. **“Sensitive Personal Data”** shall mean information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, social security measures, administrative or criminal proceedings and sanctions, or genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.

16.18. **“Standard Contractual Clauses”** means the Standard Contractual Clauses EU; and, for Personal Data originating from Controllers located in the United Kingdom, the Standard Contractual Clauses UK.

16.19. **“Standard Contractual Clauses EU”** means the Standard Contractual Clauses (EU) 2021/914 as of 4 June 2021.

16.20. **“Standard Contractual Clauses UK”** means such standard data protection clauses as are adopted from time to time by the UK Information Commissioner's Office in accordance with Applicable Data Protection Law in the UK including, but not limited to, the International Data Transfer Agreement, and the Standard Contractual Clauses EU as amended by the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses.

16.21. **“Subprocessor”** shall mean any further Processor engaged by Siemens that has access to Personal Data.

16.22. **“Transfer Safeguard(s)”** shall mean appropriate safeguards for Restricted Transfers as required by Applicable Data Protection Law, such as appropriate safeguards as required by Article 46 General Data Protection Regulation (EU) 2016/679.

Annex I to DPT (and, where applicable, the Standard Contractual Clauses)

Description of the Processing Operations

This Annex specifies the processing operations provided hereunder (including, but not limited to, the subject-matter of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects). The parties may provide further details in the Agreement, including the Offering specific Annexes available at www.siemens.com/dpt, if required for a particular Offering.

A. LIST OF PARTIES

Customer (and, where the Standard Contractual Clauses apply, data exporter):

Name, address and contact person's name, position and contact details: Name and address of the Customer as well as contact details of a contact person are contained in the Agreement and/or collected as part of the Customer onboarding process.

Role (Controller/Processor): Customer acts as Controller for the processing activities provided by Siemens vis-à-vis Customer and, as the case may be, as Processor under the instructions of its Further Processors.

Provider (and, where the Standard Contractual Clauses apply, data importer):

Name, address and contact person's name, position and contact details: The provider / data importer providing the Processing services hereunder is the Siemens company specified in the Agreement. Point of contact for data privacy inquiries is the Office of the Siemens Data Protection Officer, Werner-von-Siemens-Straße 1, 80333 Munich, Germany, E-Mail: dataprotection@siemens.com

Role (Controller/Processor): Siemens acts as Processor Processing Personal Data on behalf of Customer and, as the case may be, Customer's Further Controllers.

B. DESCRIPTION OF TRANSFER / PROCESSING OPERATIONS

Categories of data subjects whose Personal Data is transferred/Processed

Data Subjects include:

- employees,
- contractors,
- suppliers,
- business partners; and
- other individuals whose Personal Data is stored on the Offerings and/or is Processed in the context of providing the Offerings.

Categories of personal data transferred

The Personal Data transferred/Processed concern the following categories of Personal Data:

- contact and user information, including name, address data, phone number, email address, and time zone;
- system access, usage, authorization data, operating data and any system log-files containing Personal Data or any other application-specific data which users enter into the Offerings; and
- where applicable further Personal Data as determined by Customer and its Further Controllers by uploading or connecting it to the Offerings or otherwise granting access to it via the Offerings.

Sensitive data transferred (if applicable)

The Offerings are not intended for the processing of Sensitive Personal Data and Customer and its Further Controllers shall not transfer, directly or indirectly, any such Sensitive Personal Data to Siemens.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis)

- If the Offering involves the provision of Cloud Services (as specified further below), Siemens continuously hosts the Personal Data on behalf of the Customer.
- If the Offering involves the provision of Support and Professional Offerings (as specified further below), Siemens may access Personal Data only when providing the respective Offering, unless specified otherwise in the Agreement.

Nature of the processing and purpose(s) of the data transfer and further processing

Siemens and its Subprocessors will Process Personal Data to provide the Offerings, including:

- internet accessible or similar Offerings made available and hosted by Siemens (“**Cloud Offerings**”); or
- administration, management, installation, configuration, migration, maintenance and support Offerings or any other Offerings requiring (remote) access to Personal Data stored in the Cloud Offerings or on Customer’s IT systems (“**Support and Professional Offerings**”).

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

The Personal Data will be retained for the period of the Agreement. Customer has the ability to rectify, erase or restrict the Processing of Personal Data via the functionalities of the services, or (ii) Siemens rectifies, erases or restricts the Processing of Personal Data as instructed by Customer.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

The subject matter, nature and duration of the processing are specified per Subprocessor in Annex III.

C. Where the Standard Contractual Clauses apply: COMPETENT SUPERVISORY AUTHORITY

Where the Standard Contractual Clauses apply, the supervisory authority responsible for the Customer shall act as competent supervisory authority in the context of the Standard Contractual Clauses. A list of the supervisory authorities in the European Union is available here: https://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm

Annex II to DPT (and, where applicable, the Standard Contractual Clauses)

Technical and organisational measures

This document describes the technical and organizational measures (TOMs) implemented by Siemens and its Subprocessors to protect Siemens' and Subprocessors' IT-systems and applications. Some Offerings may be protected by different or additional TOMs, as set forth in the respective Agreement, including the Offering specific Annexes available at www.siemens.com/dpt.

Scenario 1: TOMs applicable to Cloud Offerings.

Scenario 2: TOMs applicable to Support and Professional Offerings provided via remote access tools provided and controlled by Siemens.

Scenario 3: TOMs applicable to Support and Professional Offerings provided via remote access tools provided and controlled by Customer.

#	Measures	Scenario		
		1	2	3
1.	Physical and Environmental Security			
	Siemens implements suitable measures to prevent unauthorized persons from gaining access to the data processing equipment (namely database and application servers and related hardware). This shall be accomplished by:			
	a) establishing security areas;	X	X	-
	b) protecting and restricting access paths;	X	X	-
	c) securing the decentralized data processing equipment and personal computers;	X	X	X
	d) establishing access authorizations for employees and third parties, including the respective documentation;	X	X	-
	e) all access to the data center where Personal Data is hosted will be logged, monitored, and tracked;	X	-	-
	f) the data center where Personal Data is hosted is secured by restricted access controls, and other appropriate security measures; and	X	-	-
	g) maintenance and inspection of supporting equipment in IT areas and data centers shall only be carried out by authorized personnel	X	X	-
2.	Access Control (IT-Systems and/or IT-Application)			
	2.1 Siemens implements an authorization and authentication framework including, but not limited to, the following elements:			
	a) role-based access controls implemented;	X	X	X
	b) process to create, modify, and delete accounts implemented;	X	X	X
	c) access to IT systems and applications is protected by authentication mechanisms;	X	X	X
	d) appropriate authentication methods are used based on the characteristics and technical options of the IT system or application;	X	X	X
	e) access to IT systems and applications shall require adequate authentication;	X	X	X

#	Measures	Scenario		
		1	2	3
	f) all access to data (including personal data) is logged;	X	X	-
	g) authorization and logging measures for inbound and outbound network connections to IT systems and applications (including firewalls to allow or deny inbound network connections) implemented;	X	X	-
	h) privileged access rights to IT systems, applications, and network Offerings are only granted to individuals who need it to accomplish their tasks (least-privilege principle);	X	X	X
	i) privileged access rights to IT systems and applications are documented and kept up to date;	X	X	X
	j) access rights to IT systems and applications are reviewed and updated on regular basis;	X	X	X
	k) password policy implemented, including requirements re. password complexity, minimum length and expiry after adequate period of time, no re-use of recently used passwords;	X	X	X
	l) IT systems and applications technically enforce password policy;	X	X	X
	m) policy to lock user terminal when leaving the workplace;	X	X	X
	n) automatic time-out of user terminal if left idle;	X	X	X
	o) automatic turn-off of the user identification when several erroneous passwords are entered, along with log file of events (monitoring of break-in-attempts);	X	X	X
	p) access rights of employees and external personnel to IT systems and applications is removed immediately upon termination of employment or contract; and	X	X	X
	q) use of secure state-of-the-art authentication certificates.	X	X	-
	2.2 Siemens implements a roles and responsibilities concept.	X	X	-
	2.3 IT systems and applications lock down automatically or terminate the session after exceeding a reasonable defined idle time limit.	X	X	-
	2.4 Siemens maintains log-on procedures on IT systems with safeguards against suspicious login activity (e.g. against brute-force and password guessing attacks).	X	X	X
3. Availability Control				
	3.1 Siemens defines, documents and implements a backup concept for IT systems, including the following technical and organizational elements:			
	a) backups storage media is protected against unauthorized access and environmental threats (e.g., heat, humidity, fire);	X	-	-
	b) defined backup intervals; and	X	-	-
	c) the restoration of data from backups is tested regularly based on the criticality of the IT system or application.	X	-	-
	3.2 Siemens stores backups in a physical location different from the location where the productive system is hosted.	X	-	-

#	Measures	Scenario		
		1	2	3
	3.3 Siemens implements state-of-the-art anti-malware solutions to protect its systems and applications against malicious software.	X	X	X
	3.4 IT systems and applications in non-production environments are logically or physically separated from IT systems and applications in production environments.	X	-	-
	3.5 Data centers in which Personal Data is stored or processed are protected against natural disasters, physical attacks or accidents.	X	-	-
	3.6 Supporting equipment in IT areas and data centers, such as cables, electricity, telecommunication facilities, water supply, or air conditioning systems are protected from disruptions and unauthorized manipulation.	X	-	-
4.	Operations Security			
	4.1 Siemens maintains and implements a company-wide ISO 27001 Information Security Framework which is regularly reviewed and updated.	X	X	X
	4.2 Siemens logs security-relevant events, such as user management activities (e.g., creation, deletion), failed logons, changes on the security configuration of the system on IT systems and applications.	X	X	X
	4.3 Siemens continuously analyzes the respective IT systems and applications log data for anomalies, irregularities, indicators of compromise and other suspicious activities.	X	X	X
	4.4 Siemens scans and tests IT systems and applications for security vulnerabilities on a regular basis.	X	X	X
	4.5 Siemens implements and maintains a change management process for IT systems and applications.	X	X	X
	4.6 Siemens maintains a process to update and implement vendor security fixes and updates on the respective IT systems and applications.	X	X	X
	4.7 Siemens irretrievably erases data or physically destroys the data storage media before disposing or reusing of an IT system.	X	X	X
5.	Transmission Controls			
	5.1 Siemens continuously and systematically monitors IT systems, applications and relevant network zones to detect malicious and abnormal network activity by;			
	a) Firewalls (e.g., stateful firewalls, application firewalls);	X	X	-
	b) Proxy servers;	X	X	-
	c) Intrusion Detection Systems (IDS) and/or Intrusion Prevention Systems (IPS);	X	X	-
	d) URL Filtering; and	X	-	-
	e) Security Information and Event Management (SIEM) systems.	X	X	-
	5.2 Siemens documents and updates network topologies and its security requirements on regular basis.	X	X	-
	5.3 Siemens administers IT systems and applications by using state-of-the-art encrypted connections.	X	X	-
	5.4 Siemens protects the integrity of content during transmission by state-of-the-art network protocols, such as TLS.	X	X	-

#	Measures	Scenario		
		1	2	3
5.5	Siemens encrypts, or enables its customers to encrypt, customer data that is transmitted over public networks.	X	X	-
5.6	Siemens uses secure Key Management Systems (KMS) to store secret keys in the cloud.	X	-	-
6. Security Incidents				
	Siemens maintains and implements an incident handling process, including but not limited to			
	a) records of security breaches;	X	X	X
	b) customer notification processes; and	X	X	X
	c) an incident response scheme to address the following at time of incident:(i) roles, responsibilities, and communication and contact strategies in the event of a compromise (ii) specific incident response procedures and (iii) coverage and responses of all critical system components.	X	X	X
7. Asset Management, System Acquisition, Development and Maintenance				
	7.1 Siemens implements an adequate security patching process that includes:			
	a) monitoring of components for potential weaknesses (CVEs);	X	X	-
	b) priority rating of fix;	X	X	-
	c) timely implementation of the fix; and	X	X	-
	d) download of patches from trustworthy sources.	X	X	-
	7.2 Siemens identifies and documents information security requirements prior to the development and acquisition of new IT systems and applications as well as before making improvements to existing IT systems and applications.	X	X	-
	7.3 Siemens establishes a formal process to control and perform changes to developed applications.	X	X	-
	7.4 Siemens plans and incorporates security tests into the System Development Life Cycle of IT systems and applications.	X	X	-
8. Human Resource Security				
	8.1 Siemens implements the following measures in the area of human resources security:			
	a) employees with access to Personal Data are bound by confidentiality obligations; and.	X	X	X
	b) employees with access to Personal Data are trained regularly regarding the applicable data protection laws and regulations	X	X	X
	8.2 Siemens implements an offboarding process for Siemens employees and external vendors.	X	X	X

Annex III to DPT (and, where applicable, the Standard Contractual Clauses)

List of approved Subprocessors

A reference to the Subprocessors used by us when providing the Offering is available at www.siemens.com/dpt or contained in the respective Agreement.

Annex IV to DPT

General Data Protection Regulation (EU) 2016/679 (GDPR) Overview

The following table sets out the relevant Articles of GDPR and corresponding terms of the DPT for illustration purposes.

#	GDPR Reference	DPT Section	Title
1.	Article 28 (1)	Section 4 and DPT Annexes	Technical and organizational measures and DPT Annexes
2.	Article 28 (2), (3) (d) and (4)	Section 6	Subprocessors
3.	Article 28 (3) sentence 1	Section 2 and DPT Annexes	Details of the processing and DPT Annexes
4.	Articles 28 (3) (a) and 29	Section 3	Instructions
5.	Article 28 (3) (b)	Section 5	Confidentiality of the processing
6.	Articles 28 (3) (c) and 32	Section 4 and DPT Annexes	Technical and organizational measures and DPT Annexes
7.	Article 28 (3) (e)	Section 10.1	Data subject rights
8.	Articles 28 (3) (f) and 32	Sections 10.2, Section 4 and DPT Annexes	Siemens' assistance, Technical and organizational measure and DPT Annexes
9.	Articles 28 (3) (f) and 33 to 34	Section 9	Personal Data Breach
10.	Articles 28 (3) (f) and 35 to 36	Section 10.2	Siemens' assistance
11.	Article 28 (3) (g)	Section 14	Term and termination
12.	Article 28 (3) (h)	Section 11	Audits
13.	Article 28 (4)	Section 6	Subprocessors
14.	Article 46 (1) (b) und (c)	Section 7 and Standard Contractual Clauses	International Data Transfers and Standard Contractual Clauses

Acceptable Use Policy

April 2023

This Acceptable Use Policy (“AUP”) sets out terms you, and those acting on your behalf, must comply with when using the online services made available by us (“Cloud Services”).

1. **Credentials**

You will:

- not use a false identity to gain access to the Cloud Services;
- carefully store access credentials and security tokens and protect them from unauthorized access, disclosure or use;
- not gain access to Cloud Services by any means other than your user account or other means permitted by us;
- not circumvent or disclose the authentication or security of your user account, the underlying technology or any host, network, or account related thereto;
- ensure that any access credentials are not shared with other individuals and used only by the individual who was granted the credentials. We may change access credentials if we determine at our reasonable discretion that a change is necessary.

2. **No Illegal, Harmful, or Offensive Use or Content**

You will not use, or encourage, promote, facilitate, or instruct others to use, Cloud Services for any illegal, harmful, or offensive use or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, fraudulent, infringing or offensive. Your use of the Cloud Services and your content stored within the Cloud Services will not:

- violate any laws or regulations, or rights of others;
- be harmful to others, or to our reputation, including by offering or disseminating fraudulent goods, services, schemes, or promotions, make-money-fast schemes, Ponzi or pyramid schemes, phishing, farming, or other deceptive practices;
- enter, store or send hyperlinks, or enable access to external websites or data feeds, including embedded widgets or other means of access, in or as part of your content, for which you have no authorization or which are illegal;
- be defamatory, obscene, abusive, or invasive of privacy.

3. **No violation of use restrictions**

You will not:

- resell, transfer, sublicense, loan, lease or publish Cloud Services, or use Cloud Services in the operation of a business process outsourcing or other outsourcing or a time-sharing service (unless expressly permitted by us);
- reverse engineer, disassemble, decompile, or otherwise modify, create derivative works based on, merge, tamper with, repair, or attempt to discover the source code of, Cloud Services or the underlying technology (except to the extent this restriction conflicts with the applicable law of your jurisdiction);
- access Cloud Services from any location prohibited by or subject to sanctions or license requirements according to applicable sanctions and/or (re-)export control laws and regulations, including those of the European Union, the United States of America and/or any other applicable country(ies), and you will only upload non-controlled content (e.g. classification is “N” in the EU, and “N” for ECCN or “EAR99” in the U.S.), unless permitted otherwise by the applicable (re-)export control laws or respective governmental licenses or approvals.

4. **No Abusive Use**

You will not:

- use Cloud Services in a way intended to avoid or work around any use limitations and restrictions placed on such Cloud Services (such as access and storage restrictions), monitoring, or to avoid incurring fees);
- access or use Cloud Services for the purpose of conducting a performance test, building a competitive product or service, or copying its features or user interface;
- interfere with the proper functioning or security of any of our systems;
- distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations, including commercial advertising and informational announcements. You will not alter or obscure mail headers or assume a sender’s identity without the sender’s explicit permission.

5. **No Security Violations**

You will not use Cloud Services in a way that could result in or facilitate a threat to the security of Cloud Services or the underlying technology. You will in particular:

- take reasonable precautions against security attacks, viruses and malicious code on your system, on-site hardware, software or services that you use to connect to and/or access Cloud Services;
- not perform any penetration test of or on Cloud Services or the underlying technology without obtaining our express prior written consent;
- not use devices to access or use Cloud Services that do not comply with industry standard security policies (e.g., password protection, virus protection, update and patch level).

6. **Our Monitoring; Reporting**

You acknowledge that we and our subcontractors may monitor your compliance with this AUP through Cloud Services. We reserve the right to investigate any violation of this AUP. If you become aware of any violation of this AUP, you will immediately notify us and provide us with assistance, as requested by us, to stop, mitigate or remedy the violation. We may remove, disable access to, or modify any content or resource that violates this AUP or any other agreement we have with you for use of the Cloud Services. We may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. If a party that claims that your use of the Cloud Services or your content violates such third party’s rights or any law or regulation, we may share appropriate customer information.

7. **Copyright / DMCA.** Siemens will respond to notices of copyright infringement regarding content in accordance with its Copyright Policy, which is available via weblink on the website of the relevant Siemens affiliate or the website from which you access Cloud Services.