

Minimum Terms

These terms are agreed between [*insert partner company name and address*] (“Provider”) and [*insert customer company name and address*] (“Customer”).

These terms govern Customer’s access to and use of Siemens’ proprietary cloud services (“Cloud Services”) to the extent that Provider uses these Cloud Services as part of the services provided to Customer (together “Offerings”).

Capitalized terms are defined [at the end of the document](#).

Use of Offerings

1. Users and use rights

The number and categories of Users authorized to access an Offering are defined between Provider and Customer.

Provider grants Customer a non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Offerings:

- a. for Customer’s internal business purposes; and
- b. during the applicable subscription term.

2. Contractual relationship, permissions and Customer’s responsibilities

2.1. Contractual relationship and permissions

Siemens will provide the Cloud Services only to Provider and will not have any contractual obligations towards Customer and/or Users.

Customer shall address any questions, complaints, or claims with respect to the Offerings to Provider [*insert company name and address, telephone number and e-mail address*].

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

- a. to provide Remote Services; and
- b. to install Updates; and
- c. to use data as per Section 11.1.

2.2. Customer’s responsibilities

Customer will:

- a. be responsible for the use of Offerings;
- b. be responsible for the security of Customer’s systems and the software they include and will take commercially reasonable steps to exclude malware, viruses, spyware, and trojans;
- c. obtain, at its expense, any required rights, consents, and permits from vendors of software and services that Customer intends to use with an Offering;
- d. make sure that any User who accesses or uses an Offering on Customer’s behalf, at Customer’s invitation, or by invitation of a Customer’s User complies with Customer’s obligations;

- e. be responsible for any person using or accessing the account of a User under this agreement; and
- f. immediately notify Siemens and terminate the relevant User's or User account's access to Offerings if Customer becomes aware of any:
 - violation of this agreement by a User; or
 - unauthorized access to any User account.

3. Responsibility for Customer Content

Customer will:

- a. be responsible for:
 - Customer Content, including the management, transfer, use, accuracy, and quality of Customer Content and how Customer acquires such Customer Content;
 - taking appropriate steps to protect, delete, and retrieve Customer Content, including by keeping backup copies;
- b. confirm the geographic area in which Customer Content will be stored, which may be outside the country where Customer is located; and
- c. ensure that Customer Content can be processed and used in line with this agreement without violating any rights of others or any laws or regulations.

4. Acceptable Use Policy and indemnity

Customer will ensure that it and all Users of any Offerings comply with the AUP available for download at <https://www.siemens.com/sw-terms/aup>.

Customer will indemnify Provider against any claims, damages, fines, and costs (including attorney's fees and expenses) arising from:

- a. violation of the AUP by Customer or any User;
- b. violation of laws, regulations, or rights of others by Customer's or any User's use of an Offering; or
- c. Customer Content.

5. Remote access

If remote access is specified in the Documentation, Siemens and/or Provider, their Affiliates and subcontractors have the right to exert such remote access.

6. Third Party Beneficiary

Siemens shall be a third-party beneficiary to these terms and shall be entitled to enforce these terms against Customer on Provider's and on Siemens' own behalf and for the benefit of Siemens, its Affiliates and their subcontractors.

All limitations of representations, warranties, indemnity and liability to Customer shall also apply for the benefit of Siemens.

7. Updates

Provider and/or Siemens may issue Updates to the Offerings and Cloud Services and Customer is responsible for installing the Updates. If there is a risk of imminent harm to Customer or third parties, Provider or Siemens may install Updates automatically by remote access or other means and without prior notice.

Provider and/or Siemens may choose not to support non-current versions of the Offerings or to update them to future versions.

8. Third-Party Terms

The Offerings may contain Third-Party Technology under Third-Party Terms. In the event of a conflict with the terms of this agreement, the Third-Party Terms control with respect to Third-Party Technology.

9. Use restrictions

9.1. High risk use

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

- a. the functioning of the High-Risk System is dependent on the proper functioning of the Offerings; and
- b. the outcome from any processing of data through the use of the Offerings is beyond Siemens' control.

9.2. Artificial Intelligence

If specified in the Documentation, the Offerings may be based on or accompanied by artificial intelligence including generative artificial intelligence ("GenAI") services, including chatbots and assistants at a price or free of charge. AI generated or based Content, results and responses may not be entirely accurate or reliable.

For details on GenAI services, refer to Siemens' [Generative AI Terms of Use - Siemens Global](#) and [Generative AI Chat Privacy Information - Siemens Global](#).

10. Reservation of rights

Cloud Services and non-public documentation are trade secrets of Siemens and of Siemens' licensors. Siemens or its licensors retain title to and ownership of Cloud Services, documentation, and Siemens IP. Siemens reserve all rights in Cloud Services and Siemens IP not expressly granted in this agreement.

Data

11. Data usage

11.1. Right to use data

Provider and any of its business partners (including Siemens, its Affiliates, and their subcontractors) may use Customer Content and information, statistics, and metrics about use, operation, support, and maintenance of Offerings to support, maintain, monitor, operate, and improve their products and services or enforce their rights and may create derivative works and aggregated data derived from Collected Data, other Siemens customers, third parties and other sources, including without limitation, comparative data sets, statistical analyses, reports and related services (collectively, "Siemens Data"). Collected Data may contain Confidential Information of Customer, data specifically identifying the Customer or third parties as company and/or personal data of Users. Siemens Data does not. Siemens utilizes Siemens Data within its discretion for any purpose.

11.2. Effect of termination or expiration

Upon termination or expiration, the Collected Data related to the terminated or expired Offerings will remain stored, unless Customer requests Siemens to remove and/or return such Collected Data to Customer.

Terms and conditions for such removal and/or return shall be agreed between Siemens and Customer.

Compliance

12. Data protection

Customer and Provider will both comply with applicable laws regarding data protection.

If Provider engages Siemens as a subprocessor in the processing of personal data provided by Customer, Siemens provides its processing services exclusively based on the Data Privacy Terms available at [SI-Subprocessors - Siemens Global](#) (including the technical and organizational measures described in them).

13. Export control compliance

13.1. Export Regulations

Customer will comply with all applicable Export Regulations.

13.2. Required information

Customer will promptly, upon request by Provider and/or Siemens, information about Users, the intended use, the location of use, and the final destination of the Offering.

13.3. Special data handling

If Customer intends to disclose to Provider and/or Siemens any information that is defense-related or requires controlled or special data handling, Customer will:

- a. notify Provider and Siemens in advance; and
- b. use the disclosure tools and methods Siemens requires.

13.4. Non-acceptable use

Customer will not:

- a. download, install, access, or use the Offering or Cloud Services from or in any location prohibited by or subject to comprehensive sanctions according to the Export Regulations;
- b. grant access to, transfer, (re-)export (including any “deemed (re-)exports”), or make available the Offering or Cloud Services to any entity or person identified on a restricted party list of the Export Regulations or owned or controlled by a listed party;
- c. use the Offering or Cloud Services for any purpose prohibited by the Export Regulations (e.g., use in connection with armaments, nuclear technology, or weapons);
- d. 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
- e. facilitate any of these activities by any User.

Customer will provide all Users with all information necessary to ensure compliance with the Export Regulations.

13.5. Reservation and suspension

13.5.1. **Reservation.** Provider and Siemens will not have to fulfill this agreement if prevented by:

- a. impediments arising out of national or international foreign trade issues;
- b. impediments arising out of customs requirements; or
- c. any Export Regulations.

13.5.2. **Suspension.** Provider and/or Siemens may limit or suspend access to the Offerings or the Cloud Services by Customer or Users if Export Regulations require so.

Definitions

Affiliate	Any legal entity that, directly or indirectly: is controlled by a party; controls a party; or is controlled by a legal entity that directly or indirectly controls a party.
AUP	Siemens' Acceptable Use Policy available at https://www.siemens.com/sw-terms/aup .
Export Regulations	All applicable sanctions, embargoes, and (re-)export control regulations and in any event those of the European Union, the United States of America, and any locally applicable jurisdiction.
Collected Data	Customer Content, System Information, meta data, automatically generated data, or any other type of information, data or content from Customer, Users, or third parties using or having used the Offerings that Siemens and/or Siemens Affiliates (or where required Siemens' and/or Siemens Affiliates' service providers or suppliers) may obtain, receive, collect, store and process in connection with the use of the Offering.
Customer Content	Content entered into Offerings and/or the Cloud Services by or on behalf of Customer or any User and any output generated by Customer or any User through use of such Offerings and/or Cloud Services based on such Content. It excludes: <ul style="list-style-type: none">• 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;• Content owned or controlled by Siemens, its Affiliates, or their respective licensors and made available by Siemens or its Affiliates through or within Offerings and/or Cloud Services.
GenAI	Has the meaning assigned to it in Section 9.2.
High-Risk System	A device or system requiring enhanced safety functionalities such as fail-safe or fault-tolerant features to maintain a safe state where it is reasonably foreseeable that failure of the device or system could lead directly to death, personal injury, or catastrophic property damage. High-Risk Systems may be required in critical infrastructure, direct health support devices, aircraft, train, boat, or vehicle navigation or communication systems, air traffic control, weapons systems, nuclear facilities, power plants, medical systems and facilities, and transportation facilities.
Remote Service	Secured remote access, remote engineering, or data transfer related to Offerings.
Siemens	Siemens AG and all legal entities that, directly or indirectly, are controlled or under common control by Siemens AG, where "control" shall mean to have, directly or indirectly, the power to direct or cause the direction of the management and policies of a corporation or other entity. In case Siemens AG or such corporation is itself Provider under these terms then the terms Siemens and Provider shall mean the same.
Siemens Data	Has the meaning assigned to it in Section 11.1.
Siemens IP	All patents, copyrights, trade secrets, and other intellectual property rights in, related to, or used to provide or deliver any Offering or technical solution underlying any Offering and any improvement, modification, or derivative work of any of these.
Third-Party Terms	License conditions or other terms that may apply for Third-Party Technology or offerings and are specified in the documentation, Supplemental Terms, Third-Party Technology source code (if any), and/or in "read me," header-, notices-, or similar files.
Third-Party Technology	Third-party software, technology, and other materials, including open-source software, licensed by third parties.
Updates	Updates, security patches, or bug fixes.
User	A person or entity that accesses Offerings under the agreement between the Customer and the Provider, whether such access is given by Customer, by Provider at Customer's request or by a third Party authorized by Customer.