

## END USER LICENSE AGREEMENT

This End-User License Agreement ("EULA") is between You (either an individual or a legal entity) and Siemens (each a "Party" and collectively "Parties") for "System One TRA DRA" in any release and any related electronic or written documentation (hereinafter the "Software").

This software is protected under Swiss and/or foreign Copyright Laws and provisions in international treaties. Unauthorized reproduction and distribution of this software or parts of it will lead to prosecution. It may be prosecuted according to criminal as well as civil law and may result in severe punishment and/or damage claims. You must reproduce and include the copyright notices with any permitted copies You make of the Software.

By installing, copying, and/or using the Software, You acknowledge and confirm that You (1) have read and understood the EULA as well as any other additional terms made available to you together with the Software ("Additional Terms"), (2) agree to be bound by the terms and conditions of this EULA and the Additional Terms and (3) have the power to make such a declaration for your company. Siemens does not license the Software to You if You do not agree to the terms and conditions of this EULA. In such an event, do not install the Software and/or use the hardware device which contains the Software and promptly contact Siemens for instructions on return of the Software and/or hardware device.

1. **SECURITY DISCLAIMER** In order to protect plants, systems, machines and networks against cyber threats, it is necessary to implement – and continuously maintain – a holistic, state-of-the-art security concept. Siemens' portfolio only forms one element of such a concept.

You are responsible for preventing unauthorized access to your plants, systems, machines and networks which should only be connected to an enterprise network or the internet if and to the extent such a connection is necessary and only when appropriate security measures (e.g. firewalls and/or network segmentation) are in place. Additionally, Siemens' guidance on appropriate security measures should be taken into account. For additional information, please contact your Siemens sales representative or visit <https://www.siemens.com/global/en/home/company/topic-areas/future-of-manufacturing/industrial-security.html>.

Siemens' portfolio undergoes continuous development to make them more secure. Siemens strongly recommends that updates are applied as soon as they are available and that the latest versions are used. Use of versions that are no longer supported, and failure to apply the latest updates may increase your exposure to cyber threats. Siemens strongly recommends to comply with security advisories on the latest security threats, patches and other related measures, published, among others, under <http://www.siemens.com/cert/en/cert-security-advisories.htm>.

2. **LICENSE GRANT AND USE RESTRICTIONS.** Siemens grants to You a non-exclusive, non-transferable license to use the Software in the format provided to you and solely for your own use. The license grant is subject to the following limitations:
  - a) If the Software was obtained by You from Siemens directly or through its licensed distributors for use on a single machine, You may only install the Software on a single machine owned or licensed by You at any one time.
  - b) If the Software was obtained by You from Siemens or its distributors for networked use, You may copy and distribute the Software over an internal network for use, at any one time, by the number of active concurrent users for which You obtained a license key from Siemens.
  - c) If the Software was obtained by You from Siemens as part of or included in a hardware device, You may use the Software only in connection with this respective hardware device.
  - d) You may make only one copy of the Software as an archival backup copy of the original. If this Software includes any related documentation provided in electronic form, You may print copies of this electronic documentation.
  - e) You may not distribute, sublicense, rent, lend, lease, assign or transfer this EULA, the Software or its components, in whole or in part without express written consent from Siemens.
  - f) You may not or direct any third party to reverse engineer, de-compile, or disassemble those Software programs except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

- g) You also shall not or direct any third party to (i) modify or create a derivative work of the Software, or (ii) extract any individual parts except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
  - h) This EULA does not grant You any rights whatsoever in relation to the trademarks or service marks of Siemens.
3. **MISUSE OF THE LICENSED SOFTWARE.** If a misuse of the Software by You requires Siemens or any licensor of Siemens to engage in any legal or other proceeding to enforce their rights under this EULA, Siemens and/or its licensor shall be entitled to recover from You, in addition to any other sums due, reasonable attorney's fees, costs and disbursements unless otherwise agreed in a separate writing between the Parties.
  4. **UPDATES.** Siemens, its affiliates, service providers, suppliers and/or distributors may, at their sole discretion, make available firmware updates, enhancements, changes, modifications, security patches, additional functionality or bug fixes ("**New Functionalities**") to the system for the Software and/or hardware device on which the Software is used. Such New Functionalities may be (i) provided by Siemens with reasonable notice before such New Functionalities are available or (ii) pushed automatically via remote access or any other access available. Non-current versions of the Software and/or a hardware device with a non-current version of the Software may not be supported by Siemens and may not be updated to future versions. You hereby consent to the foregoing and release Siemens and its affiliates, service providers, suppliers and/or dealers from any and all liability arising from action to the extent permitted by law.
  5. **ADDITIONAL TERMS FOR THIRD PARTY COMPONENTS.** This EULA applies to updates, releases, revisions, enhancements, or supplements to the original Software provided by Licensor or Siemens ("Updates"), unless Licensor or Siemens provide other terms along with the Update. The Software may contain certain components such as open source software components or third party components licensed by Siemens (each, a "Component"). Each Component may have a separate end user license agreement (a "Third Party License"). The terms of any Third Party License (if any) that apply to the Software are specified and part of the Additional Terms. In case your Software and/or hardware device uses an internet connection, such connection may be subject to separate terms and conditions.
  6. **OTHER THIRD PARTY SOFTWARE NOT PROVIDED.** If and to the extent the Software runs on a system other than a Siemens system and/or a system not delivered by Siemens and except where the parties agree in writing to the contrary, you are solely responsible for ensuring that: (i) the system on which the Software is installed, run and/or used contains all third party software not contained in or bundled with the Software as delivered and that is necessary to run, install and/or use such Software ("Other Third Party Software") and (ii) You and/or your system fulfill the requirements of all required licenses for such Other Third Party Software.
  7. **TERMINATION.** This EULA is effective from the first date You install, copy or otherwise use the Software. You may terminate this EULA at any time by stopping the use of the Software, deinstalling the Software from every machine and/or hardware device, if possible, deleting all the Software copies in your possession and all related materials provided to You by Siemens except where otherwise is agreed between Siemens and You. Without prejudice to any other rights of Licensor or Siemens, Your license rights terminate automatically and immediately without notice if You fail to comply with any provision or condition of this EULA. In such a case You will be obliged to destroy all copies, all related materials of the Software and all its components. Separate terms and conditions for the delivery of hardware devices, if any, shall remain unaffected.
  8. **WARRANTY DISCLAIMER.** Unless Siemens agrees in a separate writing to provide an exception to this warranty disclaimer with respect to the Software Siemens shall be only liable for defects and any violation of property rights as set forth in this Clause as follows:

You acknowledge the Software is provided "as is" and neither Siemens nor any of the licensors make any representation or warranties, express or implied, including but not limited to the warranties of merchantability or fitness for the particular purpose or that the Software will not infringe any third party patents, copyrights, trademarks or other rights. There is no warranty by Siemens or their licensor or by any other party that the functions contained in the Software will meet your requirements or that the operation of the Software will be uninterrupted or error-free. No oral or written information or advice given by a Siemens representative shall create a warranty of in any way affect this disclaimer. You assume all responsibility to achieve your intended results and for the installation,

use, and results obtained from it. This exclusion shall not apply in the event of gross negligence, unlawful intent or insofar as mandatory law provides otherwise.

9. **LIMITATION OF LIABILITY.** Unless otherwise agreed separately in writing between the parties, in no event shall Siemens, its employees, licensors, affiliates or agents be liable for any costs of procurement of substitute goods or services, loss of data, loss of use, property damage, loss of profits interruption of business or any special, indirect, incidental, economic, punitive or consequential damages, however caused, and whether arising under contract, tort, negligence, or other theory of liability, or arising out of the use of or inability to use the Software, even if Siemens is advised of the possibility of such damages. The limitation of liability shall not apply if and to the extent Siemens' liability is mandatory under the applicable law.
10. **TECHNICAL SUPPORT AND AUDIT.** Siemens and its affiliates have no obligation to furnish You with technical support services or to debug the Software unless separately agreed in writing between You and Siemens. Siemens and where applicable its licensors in the Software shall be free to use any feedback and/or technical data including audit data received from You resulting from your access to and use of the Software for any purpose including (without limitation) development, manufacture, marketing, product ordering, and maintenance or support of products and services. If and insofar as permissible under the relevant laws You permit Siemens and its affiliates to audit the use of the Software and will give assistance and access to the necessary information.
11. **EXPORT CONTROL.** The Software, including technical data / cryptographic software, may be subject to Swiss, German, European Union and U.S. export controls and may be subject to import or export controls in other countries. You agree to strictly comply with all applicable import and export regulations when distributing or using the Software. Siemens shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of Swiss national or European Community and US Re-export international foreign trade or customs requirements or any embargoes or other sanctions.
12. **MISCELLANEOUS.** Unless Siemens has given separate individual contract conditions in writing this EULA represents the entire agreement between You and Siemens relating to the Software and (i) supersedes all prior or contemporaneous oral or written communications with respect to its subject matter; and (ii) prevails over any conflicting or additional terms of any communication between the Parties during the term of this EULA. If any provision of this EULA is held invalid, all other provisions shall remain valid unless such validity would frustrate the purpose of this EULA, and this EULA shall be enforced to the full extent allowable under applicable law.