

# INDUSTRIAL EDGE SUPPLEMENTAL TERMS

## Siemens Digital Industries Software



These Industrial Edge Supplemental Terms (“**Industrial Edge Terms**”) amend the Universal Customer Agreement (“**UCA**”) between Customer and Siemens solely with regard to the Cloud Services, Software, and other offerings identified on the Order as “Industrial Edge” or “IE” (“**Industrial Edge Offering**”). These Industrial Edge Terms together with the UCA and other applicable Supplemental Terms, form the Agreement between the parties.

1. **DEFINITIONS.** Capitalized terms used herein have the meaning as defined in the UCA. The following additional definitions apply to these Industrial Edge Terms:

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

“**Authorized User**” means an employee of Customer, an employee of Customer’s Affiliates, and any individual who requires access to the Industrial Edge Offering in support of Customer’s as well as Customer’s Affiliates’ internal business as consultant, agent, or contractor or who is otherwise expressly permitted in the Agreement to access and use the Industrial Edge Offering.

“**Cyber threat**” means any malicious act or attempted malicious act (including hacking, phishing, malware distribution, denial-of-service (DoS) attacks, and ransomware) that seeks to compromise the confidentiality, integrity, or availability of information.

“**End-Customer**” means a customer of Customer.

“**End-Customer Services**” means services provided by the Customer to an End-Customer on the basis of an Industrial Edge Offering.

“**Error**” means the failure of the Industrial Edge Offering to conform substantially to the functionalities described in the Documentation.

“**Industrial Edge App**” means a software application, native to Industrial Edge OS, designed to run on and process data from the Industrial Edge Device.

“**Industrial Edge Device**” means a hardware device running the Industrial Edge OS, capable of being managed by the Industrial Edge Management, and on which Customer can deploy Industrial Edge Apps.

“**Industrial Edge OS**” means the software enabling the Industrial Edge Device to be managed via the Industrial Edge Management Software. The license to use the Industrial Edge OS will be subject to the license terms contained or specified in the contractual documentation accompanying the purchase of the Industrial Edge Device.

“**Industrial Edge Hub**” means the Cloud Services where Authorized Users can (i) access and download specific Industrial Edge Management software packages, (ii) access and download System Apps (as defined below), and (3) deposit, access, and download Industrial Edge Apps.

“**Industrial Edge Management**” means the technology enabling the Customer to manage Industrial Edge Devices and to manage and deploy Industrial Edge Apps.

“**Industrial Edge Management Cloud**” or “**IEM Cloud**” means the Industrial Edge Management that is available as Cloud Services.

“**Industrial Edge Management Pro**” or “**IEM Pro**” means the Industrial Edge Management that is available as Kubernetes-based Software.

“**Industrial Edge Management Virtual**” or “**IEM Virtual**” means the Industrial Edge Management that is available as Software on a virtual machine.

“**Product Detail Page**” means the online page, accessible through the online marketplace provided by Siemens, detailing the Industrial Edge Offering and including a description and information about and the Entitlements applicable to the Industrial Edge Offering.

“**Territory**” means worldwide (subject to Customer’s obligations in the Agreement regarding compliance with export controls), unless a geographic area is specified on the Order.

2. **ENTITLEMENTS.** This Section sets forth the Entitlements of Customer in relation to the specific Industrial Edge Offering.

- 2.1 **Industrial Edge Hub Access.** A subscription for the Industrial Edge Hub Access entitles Customer during the Subscription Term to (a) have Siemens create a new tenant on the Industrial Edge Hub; (b) permit Authorized Users in the Territory to access and use this tenant; (c) permit Authorized Users to download, install, and use the IEM Virtual and to download, install, and use the IEM Pro; in each case solely in accordance with the Documentation. Authorized Users are entitled to create an unlimited number of instances of the IEM Virtual, IEM Pro, or a System App (as defined below). For clarity, the Industrial Edge Hub, the IEM Virtual, and the IEM Pro are No-Charge Offerings.

- 2.2 **Industrial Edge Management Cloud (“IEM Cloud”).** During the Subscription Term, a subscription for the IEM Cloud entitles Authorized Users in the Territory to (i) create an instance of an IEM Cloud, (ii) access and use the IEM Cloud instance, (iii) store Industrial Edge Apps, backups, device firmware, and system data on that IEM Cloud instance, and (iv) consummate a monthly volume of network traffic and consumable storage for that instance; in each case solely in accordance with the Entitlements set forth in the Order, on the Product Detail Page, and/or in the Documentation.

- 2.3 **Industrial Edge Management License.** Management of an Industrial Edge Device through Industrial Edge Management requires an Industrial Edge Management License. A subscription for Industrial Edge Management License entitles Customer during the Subscription Term to have its Authorized Users connect, onboard, and manage one single Industrial Edge Device with Industrial Edge Management.

A subscription for Industrial Edge Hub Access includes one Industrial Edge Management License.

A subscription for IEM Cloud includes a number of Industrial Edge Management Licenses as specified on the Product Detail Page for the IEM Cloud.

Siemens advises Customer to maintain a continuous connection between the Industrial Edge Device and Industrial Edge Management with a valid Industrial Edge Management License. Offboarding and re-onboarding the same Industrial Edge Device will reset it, erasing all configurations, and Industrial Edge Apps with no option to restore them.

- 2.4 **Industrial Edge App.** A subscription for an Industrial Edge App entitles Customer during the Subscription Term to permit its Authorized Users to download from the Industrial Edge Hub, deploy, install, and use that Industrial Edge App on an Industrial Edge Device, solely in accordance with the Entitlements set forth in the Order, on the Product Detail Page, and/or in the Documentation and in each case provided that, the Industrial Edge Device is managed by an Industrial Edge Management. In case Customer disconnects the Industrial Edge Device from the Industrial Edge Management, Customer remains entitled to use and permit Authorized Users to use the Industrial Edge App, provided that, Customer has a valid and active subscription for the Industrial Edge App. Per default and unless explicitly stated otherwise in the Order, on the Product Detail Page, and/or in the Documentation, the subscription entitles to create one (1) single instance of an Industrial Edge App on an Industrial Edge Device.
- 2.5 **End-Customer Services.** A subscription for an Industrial Edge App entitles Customer, during the Subscription Term, to (i) provide End-Customer Services and (ii) permit End-Customer users to access and use the Industrial Edge App's web user interface for End-Customer's internal use as end-user.
- 2.6 **Mendix Device License.** A subscription for the Mendix Device License entitles Customer during the Subscription Term to have its Authorized Users deploy, install, and use an unlimited number of Industrial Edge Apps developed with Mendix on an Industrial Edge Device, subject to the Industrial Edge Device's technical resources and limitations; in each case provided that, the Industrial Edge Device is managed by an Industrial Edge Management. In case Customer offboards the Industrial Edge Device from Industrial Edge Management, Authorized Users remain entitled to use the Industrial Edge App, provided that, Customer has a valid and active subscription for the Mendix Device License.
- 2.7 **Industrial Edge Virtual Device ("IEVD").** means a stand-alone, executable package of Software running on a virtual environment like a physical Industrial Edge Device. An IEVD qualifies as an Industrial Edge Device within the meaning of these Industrial Edge Terms. A subscription for an IEVD entitles Customer to have its Authorized Users install, execute, and use IEVD on one single virtual environment. IEVD does not include the virtual environment used by Customer and sourced from a third party. Customer is solely responsible for establishing and maintaining the required compatibility and interoperability of the virtual environment with IEVD.
- 2.8 **Industrial Edge Own Device ("IEOD").** means a stand-alone, executable package of Software that Customer can install, execute, and use on one single physical computer, hardware partition or blade server. Once the Software is successfully executed on Customer's own hardware, such hardware qualifies as an Industrial Edge Device within the meaning of these Industrial Edge Terms. A subscription for an IEOD entitles Customer to have its Authorized Users install, execute, and use IEOD on one single physical computer, hardware partition or blade server. IEOD does not include the physical computer, hardware partition or blade server used by Customer and supplied by third parties. Customer is solely responsible for establishing and maintaining the required compatibility and interoperability of the physical computer, hardware partition or blade server with IEOD.
- 2.9 **SIMATIC Project SDC ("SDC").** means a stand-alone, executable package of Software that Customer can install, execute, and use on one single physical computer, hardware partition, blade server, virtual machines, or cloud computing platforms ("Target Machine"). Deployment of the Software requires the Target Machine to be onboarded to Industrial Edge Management via an Industrial Edge Management License. A subscription for a SDC entitles Customer to have its Authorized Users install, execute, and use SDC on one single Target Machine, solely in accordance with the Entitlements. SDC does not include the Target Machine used by Customer and Customer is required to separately purchase the Target Machine from a third party or Siemens. Customer is solely responsible for establishing and maintaining the required compatibility and interoperability of the Target Machine.
- 2.10 **System Apps.** Some Industrial Edge Offerings may contain additional applications that Siemens may, at its sole discretion, make available from time to time for download and installation (each a "System App"). Customer is entitled to permit Authorized Users to download, install, and use such System Apps; solely in accordance with the Documentation that Siemens releases for the Industrial Edge Offering. For clarity, each System App is a No-Charge Offering. Siemens may change, limit, suspend, or terminate any System Apps at any time.
- 2.11 **Promo/Value Offerings.** Customer will only use Industrial Edge Offerings offered and acquired as part of a "promo" or "value" package ("Promo/Value Offerings") for internal test, evaluation and demonstration purposes, and not for production or other commercial purposes, solely in accordance with the Entitlements for the individual Industrial Edge Offering.
- 2.12 **Consumable Credits for Industrial Edge Hub Transfers.** Consumable Credits are required for any Customer that wishes to transfer an Industrial Edge App from one tenant to another tenant on the Industrial Edge Hub (each such transfer constituting a "Hub-to-Hub Transfer"). Consumable Credits are available only for (i) Customers onboarded as App Developers under the Ecosystem Agreement including the App Developer Supplemental Terms and (ii) Industrial Edge Apps owned by Customer. Consumable Credits are not available for Industrial Edge Apps available on or purchased and acquired via the Industrial Edge Marketplace or other Siemens sales channels and not for Industrial Edge Apps delivered with the Industrial Edge Hub by default. Purchases of Consumable Credits will be posted to Customer's Consumable Credits account. Customer can at any time check the balance of the Consumable Credits account on the Industrial Edge Hub. For technical reasons the Consumable Credits account balance displayed in the Industrial Edge Hub may not be accurate at the time of the query, is not binding,

and Customer cannot derive any rights from the displayed balance of the Consumable Credits to perform Hub-to-Hub Transfers up to the displayed value.

One Consumable Credit entitles Customer or its Authorized Users, respectively, to one Hub-to-Hub Transfer. Industrial Edge App eligible for Hub-to-Hub Transfer are licensed under the Hub-to-Hub License Terms as determined by Siemens in the Ecosystem Agreement. Customer's additional license terms may not conflict with the Hub-to-Hub License Terms. Sending and receiving the Industrial Edge App requires a stable internet connection on the side of Customer and on the side of the recipient of the Industrial Edge App.

3. **TRIAL.** Subscriptions for any Industrial Edge Offering identified and delivered as "trial" constitutes a No-Charge Offering. For the avoidance of doubt, Customer is entitled to use the trial Industrial Edge Offering for production or other commercial purposes. Customer may terminate the trial subscription at any time during the trial Subscription Term no later than 14 days prior to the end of the trial. Termination of the trial will also result in termination of the correspondingly ordered paid subscription. Upon expiration of the trial, the Subscription Term for the corresponding paid subscription will begin, unless terminated, and Customer will be invoiced accordingly.
4. **SUBSCRIPTION TERM.** If not specified otherwise in the Order, the Subscription Term shall be 12 months and the Subscription Term starts on the date mentioned on the invoice. Upon any expiration of an ongoing Subscription Term, any paid subscription will automatically renew for successive Subscription Terms. Subscriptions identified in the Order as being "demo", "test", "evaluation", "beta", "trial" or similar, or Promo/Value Offerings will not renew. Any continued use of an expired subscription for an Industrial Edge Offering does not create or otherwise imply a usage right for Customer.
5. **RESPONSIBILITY FOR USERS.** Customer shall be responsible for (i) ensuring that Authorized Users use the Industrial Edge Offering only in support of Customer's and/or Customer's Affiliate's internal business, (ii) any unauthorized use of the Industrial Edge Offering by an Authorized User, and (iii) any breach of this Agreement by an Authorized User.
6. **INTERNET CONNECTION REQUIREMENTS.** Download, installation, and configuration of Industrial Edge Offerings require an internet connection for the systems on which the Industrial Edge Offering is intended to be executed. In order to ensure support eligibility Customer must connect Industrial Edge Management at least once a month to the Industrial Edge Hub via a stable internet connection to get access to updates for the Industrial Edge Offerings.
7. **DATA CENTER LOCATIONS.** Customer Content at rest will be stored within the European Union, except for Customers within the People's Republic of China which Customer Content at rest will be stored within the People's Republic of China.
8. **SYSTEMS INFORMATION.** Siemens may share Systems Information with third parties and use such Systems Information to the benefit of third parties enabling them to support, maintain, monitor, operate, develop, and improve their products and services or enforce their rights.
9. **MAINTENANCE SERVICES.** Maintenance, enhancement, and technical support services for any Software parts of the Offering ("**Maintenance Services**") are included in the subscription, except for Promo/Value-Offerings which are made available without Maintenance Services. The Maintenance Services will be provided in accordance with the service levels specified in this section.
- 9.1 **Support Case Requests.** Siemens' support organization is Customer's primary point of contact for support services. Customer can create support case requests to resolve technical disruptions (also referred to as "incident requests") 24/7 via e-mail to the address specified in the Documentation, by using the support link embedded in the Offering, through SiePortal ([www.siemens.com/support-request](http://www.siemens.com/support-request)) or, during usual business hours, to the regular Industrial Edge expert. Technical support is provided in English and German, with other languages available at Siemens' sole discretion.
- 9.2 **Standard Support Hours.** Siemens will process support case requests from Monday to Friday (excluding public holidays at Siemens' business seat), 8am to 5pm CE(S)T ("Standard Support Hours"), unless otherwise specified by Siemens.
- 9.3 **Technical Support.** Subject to a valid subscription, Siemens' technical support staff will exercise commercially reasonable efforts during Standard Support Hours to provide a first reaction to a support case request on a first-come, first-served basis. Support cases are escalated based on severity and complexity. Notwithstanding the generality of the foregoing, the targeted response time is 24 hours. If reasonably requested by Siemens, Customer will allow Siemens to perform Maintenance Services at Customer's facilities or via remote screen-sharing technology.
- 9.4 **Customer Contact Person.** Siemens may require Customer to designate one or more employees as the technical contacts for Maintenance Services. The employee(s) will be trained on the applicable Software and will serve as the primary contact(s) for requesting and receiving Maintenance Services.
- 9.5 **Software.** For paid Industrial Edge Offerings which are Software, Siemens will as part of Maintenance Services:
  - 9.5.1 provide Customer with updates to the Software promptly after each becomes available to Siemens' customers generally. Updates may be either a "Point Release," which typically consists of Error corrections, or a "Major Release" or "Main Release," which typically represents a new version of the Software with new or enhanced functionality. Customer is responsible for (i) the installation and implementation of an update and any potentially required data conversion and (ii) the compatibility and configuration of their own devices and software to work with the Software. Additional maintenance or support services may be available subject to separate order; and
  - 9.5.2 in response to Customer's support case request, exercise commercially reasonable efforts during Standard Support Hours to correct the reported Error of the Software (through a patch, a workaround, or an update) to perform according to the functionalities as described in the Documentation; provided that, Customer accompanies its support case request with a detailed written description and documentation of the alleged Error and provides reasonable support in the root cause analysis and diagnosis of the reported Error. If an Error has been corrected in

an update to the prior Major Release, Siemens may require the Customer to upgrade to the Point Release that contains the Error correction rather than providing a separate patch or workaround.

Maintenance Services will only cover the most current Major Release/Main Release of the Software. Siemens will not be liable for any damages resulting from Errors that would have been avoided by regularly updating the Software.

9.6 **Cloud Services.** For paid Industrial Edge Offerings which are Cloud Services, Maintenance Services are governed by the following terms in Section 10:

## 10. SERVICE LEVELS

### 10.1 **Availability and Uptime Support Measures**

<b><u>Availability</u></b>	<b>95%</b>
<b><u>Business Continuity Window (RTO)*1</u></b>	<24 hours*3
<b><u>Data Backup (RPO)*2</u></b>	<24 hours*3
<b><u>Data Retention</u></b>	Daily for 1 week Weekly for 1 month

\*1 RTO = Resolution Time Objective, allowing for Cloud Services to be stood up or switched to a secondary availability zone in case of a disaster impacting the single availability zone.

\*2 RPO = Resolution Point Objective for frequency of Data Backup. Where applicable, Data Backup will be done across multiple availability zones in a single region.

\*3 during Support Hours

10.2 **Availability Calculation.** The Availability will be calculated as follows:

$$\text{Availability (\%)} = \frac{\text{Total Time} - \text{Excluded Downtime} - \text{Downtime}}{\text{Total Time} - \text{Excluded Downtime}}$$

<b><u>Total Time</u></b>	All time during a calendar month (in minutes).
<b><u>Downtime</u></b>	All time during the relevant calendar month (in minutes) when the Industrial Edge Offering is not available for production use (i.e. user logon and access and use of user interfaces), except for Excluded Downtimes.
<b><u>Excluded Downtime</u></b>	All time during the relevant calendar month (in minutes) when the Industrial Edge Offering is not available for production use (i.e., user logon and access and use of user interface), which is attributable to: <ul style="list-style-type: none"> <li>(i) scheduled downtime within a Regular Maintenance Window;</li> <li>(ii) downtime for which at least 24 hours prior notice is provided to Customer;</li> <li>(iii) factors outside Siemens' reasonable control;</li> <li>(iv) actions or inactions of Customer or any third party;</li> <li>(v) any equipment, software or other technology not provided by Siemens; or</li> <li>(vi) suspension or termination of Industrial Edge Offering in accordance with the Agreement.</li> </ul>

10.3 **Regular Maintenance Window.** The Regular Maintenance Window will be indicated in the Documentation for that Industrial Edge Offering. Siemens strives to keep scheduled downtimes as short as possible. Siemens reserves the right to extend or change the times of the Regular Maintenance Window. Siemens will use commercially reasonable efforts to notify Customer at least seven days prior to any such change.

10.4 **Remedies.** Customer must submit to Siemens a support case within 30 days after the end of each relevant Month in which Siemens did not meet the Availability. Any claims not submitted by Customer within the specified time may be denied by Siemens, and Siemens will have no further obligation to Customer with respect to such failure to meet the Availability. If Siemens is unable to meet the Availability contained in the same Industrial Edge Offering three or more times in a calendar year, then Customer will have the right to terminate the Order for the non-conforming Industrial Edge Offering. In the event of such termination, Siemens will refund any prepaid fees for the applicable Industrial Edge Offering on a pro-rata basis for the remainder of the Subscription Term for that Industrial Edge Offering. The remedies provided in this section will be Customer's sole and exclusive remedies with respect to availability of the Industrial Edge Offering.

10.5 **Exclusions.** Maintenance Services exclude, but Customer can refer such requests to the sales team for resolution:

- (i) issues regarding a release, version, and/or functionalities of a service developed or configured specifically for Customer (unless otherwise explicitly agreed),

- (ii) consulting or training requests, including "how-to" questions about Industrial Edge Offerings usage, as these are addressed in the Documentation or require separate order,
- (iii) issues ascribed to a custom development request, and/or
- (iv) issues stemming from misconfiguration or other improper use of an Industrial Edge Offering.

If Maintenance Services determines the issue results from such causes, Siemens may charge Customer EUR 200 for expended resources.

11. **SECURITY.** This Section contains Siemens' entire obligation regarding the security of Industrial Edge Offerings.
- 11.1 **General.** Siemens maintains a formal security program designed to protect against Cyber threats. As a member of the Charter of Trust alliance ([www.charteroftrust.com](http://www.charteroftrust.com)), Siemens promotes that alliance's cybersecurity principles.
- 11.2 **Security Level – Cloud Services.** For Industrial Edge Offerings that are Cloud Services, Siemens' cloud infrastructure is operated under a cybersecurity governance model aligned with ISO 27001 and providers of Siemens' cloud infrastructure are required to (i) implement and maintain a cybersecurity program that complies, inter alia, with ISO 27001 or a successor standard (if any) that is substantially equivalent to ISO 27001 and that is designed to provide at least the same risk management and security controls as evidenced by the certification of the providers under ISO 27001 and (ii) have the adequacy of their cybersecurity measures annually verified by independent auditors. This Section contains Siemens' entire obligation regarding the security of the cloud infrastructure for the Cloud Services.
- 11.3 **Security Level – Software.** For Industrial Edge Offerings that are Software, the Industrial Edge Offerings are developed and maintained in accordance with Siemens' Product Life-Cycle Management (PLM) processes which are certified to IEC62443-4.1 and include security milestones.
- 11.4 **Certificates.** Cybersecurity certificates like ISO 27001 and IEC62443-4.1, as well as other documents like STAR Registry Listings, can be found on Siemens' website ([www.siemens.com/system-certificates](http://www.siemens.com/system-certificates)) or external websites like <https://cloudsecurityalliance.org/star/registry/siemens-ag>. Cybersecurity certificates can also be obtained upon request.
- 11.5 **Security Advisories.** Siemens investigates all reports of security issues and publishes Security Advisories for validated security vulnerabilities that directly involve Siemens products and require applying an update, performing an upgrade, or other customer action. As part of the ongoing effort to help operators manage security risks and help keep systems protected, Siemens discloses the required information necessary for operators to assess the impact of a security vulnerability at [www.siemens.com/cert](http://www.siemens.com/cert).
- 11.6 **Holistic Security Concept.** In order to avoid circumstances or events with the potential to adversely impact Customer's and/or Customer's Affiliates' plants, systems, machines and networks via Cyber threats, it is necessary to implement – and continuously maintain – a holistic, state-of-the-art industrial security concept. Notwithstanding Siemens' cybersecurity-related measures with regard to Industrial Edge Offerings, Customer and Customer's Affiliates remain responsible to prevent unauthorized access to their plants, systems, machines and networks and, to the maximum extent permitted by law, Siemens disclaims all liability for damage resulting from Customer's or Customer's Affiliates' failure to implement an industrial security concept including preventive security measures.