

These MindSphere Supplemental Terms (“**MindSphere Terms**”) amend the Universal Customer Agreement (“**UCA**”) between Customer and Siemens solely with regard to Offerings which have been assigned the alphanumeric code ‘MSPH’ or where these MindSphere Terms are otherwise referenced on the Order. These MindSphere Terms together with the UCA and other applicable Supplemental Terms form the agreement between the parties (“**Agreement**”). Offerings under these MindSphere Terms primarily consist of Cloud Services.

## 1. DEFINITIONS

Capitalized terms used herein have the meaning defined elsewhere in the Agreement. The following additional definitions apply to these MindSphere Terms:

“**Account**” means one or more web-based account(s), individually or collectively, enabling access to and use of certain Offerings on the Platform through a unique URL assigned by Siemens, including any Subtenants established under the Account.

“**App Customers**” means designated persons or entities that Customer permits to access and use Customer Applications under their Account.

“**Authorized Agent**” means an individual who (i) requires access to the Offering in support of Customer’s internal business as Customer’s consultant, agent, or contractor, (ii) is a User of an OEM Customer, or (iii) is otherwise expressly permitted in these MindSphere Terms to access and use the Offering.

“**Authorized User**” or “**Named User**” means Customer’s employee or Authorized Agent. Each Authorized User must use a unique user identification to access and use the Offering, unless use of a generic login is expressly permitted in these MindSphere Terms or applicable Documentation. User identifications may not be shared with other individuals.

“**Customer Application(s)**” means Customer Content and software that interoperates with Cloud Services, as made available by Customer to Users. Any Customer Application must provide value to Users which is distinct from Cloud Services. Customer Applications exclude Cloud Services, Software, Documentation and Siemens IP. Customer Applications include Self-hosted Applications.

“**Developer Material**” means Software, the DevOps Guide, and other proprietary material or information made available to Customer by or on behalf of Siemens in the course of Siemens’ provision of Developer Services.

“**Developer Services**” means Cloud Services that enable Customer to develop and test Customer Applications.

“**DevOps Guide**” means the MindSphere DevOps Guide available as part of the Documentation.

“**Guides**” means the MindSphere Marketing Guide and DevOps Guide available as part of the Documentation.

“**High Risk System**” means 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.

“**Marketing Content**” means any documents, information, or other content provided by or on behalf of Customer in connection with the marketing or provision of Customer Applications. Marketing Content includes trademarks, designations, and logos in the form provided by Customer to Siemens (with any modifications to optimize their viewing). Marketing Content is part of Customer Content.

“**MindSphere Launchpad**” means the following: after login to the Account, the MindSphere Launchpad appears. Similar to a desktop on any common operating system (OS), the MindSphere Launchpad facilitates starting various assigned Cloud Services or Customer Applications.

“**OEM Contract**” means a written contract between Customer as provider of OEM Services and an OEM Customer.

“**OEM Customer**” means a third party that receives OEM Services from Customer.

“**OEM Services**” means services provided by Customer to OEM Customers which are based on certain Cloud Services.

“**OEM Subtenant**” means a Subtenant that Customer sets up, manages, and configures in its Account for an OEM Customer. For each OEM Customer, Customer needs to set up a separate OEM Subtenant.

“**Operator Services**” means Cloud Services enabling Customer to deploy, operate, publish, and/or provide Customer Applications.

“**Package**” means a Customer Application combined with eligible Cloud Services.

“**Perpetual**” license means a license of Software that extends indefinitely. Perpetual licenses do not include maintenance.

“**Platform**” means a Siemens proprietary cloud-based platform solution on which Cloud Services are provided. Platform includes the industrial Internet-of-Things solution ‘MindSphere’.

“**Self-hosted Application**” means software that is hosted by Customer (or a third party authorized by Customer) at Customer’s own responsibility outside the wide area network of the Platform. This includes, but is not limited to, software that runs on mobile devices such as smartphones or tablet computers (sometimes also referred to as a “mobile native application” and described in more detail in the Documentation).

“**Store**” means an online store operated by or on behalf of Siemens, e.g. at <https://www.mindsphere.io/store>.

“**Subtenant**” means certain limited resources of a tenant and represents a subpart of Customer’s own real-world organization or the real-world organization of an OEM Customer. It is also used to assign and to access eligible Cloud Services or Customer Applications.

“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.

“Trial” refers to an Offering which is designated as a “Trial” offering in the applicable Order.

## 2. GENERAL

- 2.1 **Authorized Access and Use.** Each Offering may be accessed and used during the Subscription Term only by Authorized Users in the Territory, solely in accordance with the Entitlements and this Agreement. Customer may re-assign the entitlement to access and use the Offering from one Authorized User to another Authorized User within the same entitlement category once per calendar month.
- 2.2 **Changes to Supplemental Terms or Guides; Enhancement of Offerings.** Siemens may only update these MindSphere Terms during a Subscription Term if 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 Offering or Customer Content. The foregoing will not limit Siemens’ ability to make changes to these MindSphere Terms (i) to comply with applicable law, (ii) to address a material security risk, (iii) to reflect changes made to Cloud Services in accordance with any change provision in the Agreement, or (iv) which are applicable to new features, supplements, enhancements, capabilities, or additional Cloud Services or Software provided as part of Customer’s subscription to the Offering at no extra charge. When Customer uses any such new feature, supplement, enhancement, capability, or Cloud Services or Software, the then-current MindSphere Terms available at <https://www.siemens.com/sw-terms/supplements> will apply to such use. In all other cases, if an update to Supplemental Terms during a Subscription Term applies to Customer, Siemens will use commercially reasonable efforts to notify Customer at least 90 days prior to such change or in accordance with the notice provisions stated elsewhere in the Agreement. Siemens may change the Guides from time to time; changes will become effective upon release of a new version. However, during a Subscriptions Term, Siemens may, upon Customer’s request, defer the change effective date to the end of the applicable Subscription Term, but not by more than 6 months. In the event of a conflict or inconsistency between the Guides and these MindSphere Terms, these MindSphere Terms will prevail.
- 2.3 **Changes to APIs.** During a Subscription Term, Siemens may alter any customer-facing API that Customer is using. If any such alteration is material and in a backwards-incompatible fashion, Siemens will provide Customer at least 12 months’ prior notice, except that this notice will not be required if it (i) would pose a security of intellectual property issue to Siemens or Cloud Services or (ii) would cause Siemens to violate legal requirements.
- 2.4 **Development and Provisioning of Customer Content.** Customer will not subject Cloud Services to, or upload Customer Content that is subject to, a license that as a condition of use, access, and/or modification of such content, requires that Siemens or Siemens’ business partners’ software or services provided by Siemens (i) are disclosed or distributed in source code form, (ii) are licensed to recipients for the purpose of making derivative works, (iii) are licensed at no charge, (iv) are not used for commercial purposes, or (v) are otherwise encumbered in any manner. Customer will indemnify Siemens, its affiliates, its subcontractors, and their representatives, against any third party claims, damages, fines, and cost (including attorney’s fees and expenses) relating in any way to the configuration, combination, or use of Cloud Services with any Customer Content, Third Party Content, or other third party equipment, software, or services used by any User in connection with Cloud Services.
- 2.5 **Third Party Content.** Customer specifically acknowledges that (i) Siemens is under no obligation to test, validate, or otherwise review Third Party Content, (ii) Third Party Content may collect and use Customer Content and data regarding a User’s usage of Third Party Content, and (iii) Customer is responsible for the development and technical operation of Customer Content, including compatibility of any calls Users make to Cloud Services.
- 2.6 **High Risk Use.** Customer acknowledges and agrees that (i) 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 Offerings and (ii) the outcome from any processing of data through the use of Offerings is beyond Siemens’ control. Customer will indemnify Siemens, its affiliates, its subcontractors, and their representatives, against any third party claims, damages, fines, and cost (including attorney’s fees and expenses) relating in any way to any use of Offerings for the operation of or within a High Risk System.
- 2.7 **Trials.** Any Offering delivered as a Trial constitutes a No-Charge Offering. Siemens will notify Customer by email of the exact start and end date of the Subscription Term for the Trial (“Free Trial Period”). Customer may terminate the Trial at any time during the Free Trial Period by providing written notice to [trial@mindsphere.io](mailto:trial@mindsphere.io) no later than 14 days prior to the end date of the Free Trial Period. Siemens may terminate Customer’s access to the Trial at any time after receipt of Customer’s written termination notice. Termination of the Trial will also result in termination of the respective corresponding paid subscription ordered. Upon expiration of the Free Trial Period, the Subscription Term for the respective corresponding paid subscription will begin, and Customer will be invoiced accordingly.
- 2.8 **Documentation.** The specifics of Offerings and Entitlements are described in the Documentation available at <https://siemens.mindsphere.io/en/docs/Product-Descriptions-Overview>, which is incorporated herein by reference. Documentation includes information such as applicable limits or other attributes and metrics, prerequisites, or scaling factors for the pricing such as number of Authorized 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.
- 2.9 **Notices.** Notwithstanding Section 13.6 of the UCA, notices to Siemens shall be sent to [contract.mindsphere.sisw@siemens.com](mailto:contract.mindsphere.sisw@siemens.com).

## 3. SPECIFIC TERMS

### 3.1 Specific Terms for Start for Free.

- 3.1.1 **Subscription Term; Termination.** The Subscription Term for MindSphere Start for Free is one month. Following expiration of the preceding Subscription Term, the subscription automatically renews with a month-to-month Subscription Term until terminated by Customer or Siemens for convenience with at least 30 days advance notice. The termination will become effective at the end of the month. Siemens’ right to change, limit, and discontinue a No-Charge Offering at any time in Siemens’ sole discretion remains unaffected.

- 3.1.2 **Data Privacy Notice.** Customer is not permitted to upload and store personal data of third parties on the Platform. The processing of Customer's personal data is governed by the Siemens Privacy Notice available at: <https://www.siemens.com/privacy>.
- 3.2 **Specific Terms for Customer's OEM Services.** Certain Cloud Services allow Customer to provide OEM Services to OEM Customers. The following terms will apply with respect to OEM Services:
- 3.2.1 **Eligible Cloud Services.** Customer may permit Users to access Cloud Services as part of OEM Services only where expressly permitted in the Agreement or the Documentation.
- 3.2.2 **Use Rights.** Subject to the limitations set out in these MindSphere Terms, Siemens grants Customer a non-transferable, non-sublicensable, time-limited, and revocable right to permit OEM Customers and their Users to access and use OEM Services under an OEM Subtenant.
- 3.2.3 **MindSphere Launchpad and Support.** Customer may permit Users of OEM Customers to access and use the MindSphere Launchpad for the purpose of accessing and using eligible Cloud Services or Customer Applications assigned by Customer to such OEM Customer. In such case, Customer must replace the Siemens service and support information provided in the MindSphere Launchpad with Customer's company service and support information. Customer is solely responsible for providing support to OEM Customers and their Users. Customer may not enable OEM Customers or their Users to use any support Siemens provides Customer for Cloud Services.
- 3.2.4 **Marketing.** In connection with Customer's marketing and advertising activities, Customer will ensure that Customer, and not Siemens, is identified as the provider of OEM Services, provided, however, that Customer may identify that the OEM Services utilize the Platform and Cloud Services.
- 3.2.5 **Customer's Role.** Customer acknowledges and agrees that (i) any contractual relationship related to access to and use of OEM Services is solely between Customer and the OEM Customer, and (ii) Siemens will provide Offering only to Customer and will not assume any obligations or responsibilities towards OEM Customers and/or their Users with regard to their access to or use of OEM Services.
- 3.2.6 **OEM Contracts.** Customer's provision of OEM Services to OEM Customers other than Customer's affiliates requires an OEM Contract. Customer will ensure that the OEM Contracts are consistent with and no less protective of Siemens than the Agreement and will contain express provisions stating (i) Customer's company name and address and the contact information (telephone number, e-mail address) to which any questions, complaints, or claims with respect to the OEM Services should be directed, (ii) that the contract is solely between Customer and the OEM Customer and not between Siemens and the OEM Customer, (iii) that OEM Customer will comply at all times with applicable law and the Acceptable Use Policy available at <https://www.siemens.com/sw-terms/aup>, (iv) that Siemens is a third party beneficiary to the OEM Contract, and (v) that the OEM Services are not designed to be used for operation of or within a High Risk System if functioning of the High Risk System is dependent on proper functioning of the OEM Services. Customer will remain responsible for the enforceability and enforcement of OEM Contracts and their compliance with applicable law. Customer will immediately notify Siemens of any non-compliance by an OEM Customer or its Users with the above provisions, as well as any related enforcement action Customer takes against an OEM Customer or its Users.
- 3.2.7 **Data.** Where required by law, Customer will enter into appropriate agreements with OEM Customers to process and protect their data (including personal data). Such agreements between Customer and OEM Customers will allow Siemens and its subcontractors to process any data (including personal data) of Customer, OEM Customers, and their Users as described therein.
- 3.3 **Specific Terms for Developer Services.** The following terms will apply to Customer's use of Developer Services:
- 3.3.1 **Customer Obligations.** Unless otherwise agreed in writing or expressly permitted in the Agreement, when using Developer Services, Customer will (i) use Developer Services solely for the development, testing, and demonstration of Customer Applications, but not for productive or other commercial use, (ii) ensure that Customer Applications comply with the DevOps Guide, (iii) not use any device, location, database, or application outside the Platform to enable transfer of any of Customer Content to a destination outside the Platform via the exit of the wide area network of data centers used by Siemens to provide the applicable Cloud Services, and (iv) not allow any application, services, or other software deployed outside the Platform to interoperate with Platform APIs, except to the extent required for the intended purpose of the applicable Cloud Services. Customer acknowledges and agrees that Developer Services are not designed to be used to access, use, or otherwise process any data that would qualify as Confidential Information.
- 3.3.2 **Submission.** Customer is responsible for (i) the evaluation and testing of each Customer Application as to its technology, functionality, performance, security, and user interface, (ii) the compliance of each Customer Application with the DevOps Guide and any other requirements set out in the Agreement, and (iii) the successful completion of any technical self-certification process made available by Siemens.
- 3.3.3 **Review.** Siemens reserves the right to review each Customer Application, whether directly or through a subcontractor, but is not obligated to conduct any such review. Neither any such review nor the lack thereof will constitute or be communicated by Customer to be an endorsement by Siemens of Customer Applications. Additional terms regarding review standards and processes may be set out in the DevOps Guide. Customer agrees to cooperate with Siemens in the review process and provide information and materials reasonably requested by Siemens, including information on the operation of Customer's business. Siemens may adopt and change its review standards or processes at any time as it deems appropriate. Any of Customer's non-public information that Siemens obtains access to in the course of the review will be considered Customer's Confidential Information.
- 3.3.4 **Rejection.** Siemens may reject the productive use of a Customer Application if Siemens determines the applicable Customer Application does not meet all or any part of the imposed requirements or is not in line with Siemens' general business objectives. If Siemens rejects a Customer Application, Customer will not make it available to any third party for operation and marketing in connection with the Platform.
- 3.3.5 **Rights in Customer Applications.** Customer will own all intellectual property rights in, or to, Customer Applications and other results developed by or on behalf of Customer using Developer Services, subject, however, to any rights of Siemens, rights of third parties, and rights in Developer Material.
- 3.3.6 **License Grant.** Siemens grants Customer a non-transferable, non-sublicensable, time-limited, and revocable license to use and permit third parties to use Developer Material solely for development and testing of Customer Applications. Customer may permit third parties to access Developer Services for demonstration or testing of Customer Applications for such third parties' end-use under a Subtenant that Customer establishes in its Account for each such third party.

- 3.4 **Specific Terms for Operator Services.** The following terms will apply to Customer’s use of Operator Services:
- 3.4.1 **Customer’s Obligations.** Unless otherwise agreed in writing or expressly permitted in the Agreement, when using Operator Services Customer will (i) use Operator Services solely to deploy, operate, or provide Customer Applications for App Customers or for its own use, (ii) not develop or modify Customer Applications, (iii) ensure that Customer Applications comply with the Guides and any other requirements set out in the Agreement (“**Requirements**”), (iv) not use any device, location, database, or application outside the Platform to enable transfer of any Customer Content to a destination outside the Platform via the exit of the wide area network of the data centers used by Siemens to provide the applicable Cloud Services, and (v) not allow any application, services, or other software deployed outside the Platform to interoperate with MindSphere APIs, except to the extent required for the intended purpose of the applicable Offering.
- 3.4.2 **Maintenance and Removal.** Customer will ensure that Customer Applications are kept up-to-date with current bug fixes and patches. If Siemens determines that Customer Applications do not meet the Requirements, Siemens may provide notice requesting that Customer update Customer Applications so they comply with the Requirements. If Customer fails to remedy the non-compliance within the time period stated in the notice, Siemens may request that Customer remove and/or cease marketing the non-compliant Customer Applications, and Siemens reserves the right to remove such Customer Applications.
- 3.4.3 **Insurance.** Upon Siemens’ request, Customer will provide Siemens with information about insurance policies maintained by Customer relating to Customer Applications. Siemens may require Customer to obtain and maintain, at Customer’s own cost and expense, certain levels of insurance for certain types of Customer Applications.
- 3.4.4 **Support; User Documentation; Marketing Activities.** Customer is responsible for providing support concerning Customer Applications. If Siemens receives support queries relating to Customer Applications, Siemens will forward such queries to Customer. Customer will provide App Customers with user documentation that accurately reflects the functionalities of Customer Applications, including security safeguards and information explaining which functionality resides outside the Platform. Customer is responsible for all Marketing Content relating to Customer Applications. Customer will only publish Marketing Content that complies with the Guides. Customer will ensure that in all Customer communications Customer, and not Siemens, is identified as the provider of Customer Applications.
- 3.4.5 **Store.** Customer may promote Customer Applications to App Customers via the Store in the countries where Siemens makes the Store available and which Customer has selected within Operator Services or promote and sell Customer Applications through other means to App Customers. Customer agrees that an App Customer is deemed to be located in a certain country if the IP address identified by Siemens relates to such country at the time the App Customer accesses the Store. Customer may remove Customer Applications from the Store at any time in accordance with the Guides. Any removal by Customer of any Customer Application from the Store will apply to prospective subscribers only and Customer will continue to enable current subscribers to use the applicable Customer Application (including related support) after removal of the placement until all current subscriptions terminate. Siemens may implement mechanisms that rate, or allow App Customers to rate and provide feedback about, Customer Applications, Customer, Customer’s performance in connection with Customer Applications, and the Store. Siemens may make these ratings and feedback publicly available. In addition to the licenses granted elsewhere in the Agreement, Customer grants Siemens and its business partners a worldwide, nonexclusive, transferable, sub-licensable, royalty-free right to (i) distribute and promote Customer Applications offered through the Store, (ii) use Customer’s Marketing Content, subject to any guidelines Customer may provide, and (iii) access, display, promote, and otherwise use Customer Applications in connection with demonstrating them to potential customers.
- 3.4.6 **App Customer Contracts.** Customer will be the licensor and seller of record for subscriptions to Customer Applications. App Customers may access Customer Applications provided they have entered into a contract with Customer granting rights for use (“**App Customer Contract**”). Customer will include express provisions in each App Customer Contract stating (i) Customer’s company name and address and the contact information (telephone number, e-mail address) to which any questions, complaints, or claims with respect to Customer Applications should be directed, (ii) that the contract is solely between Customer and the App Customer and not between Siemens and the App Customer, and (iii) that access to a Customer Application requires the conclusion of one or more Platform-related agreements between the App Customer and Siemens. Customer will set any prices charged for use of Customer Applications at its sole discretion and be responsible for all billing and collection functions in relation to App Customers. Customer will remain fully responsible for the enforceability and enforcement of App Customer Contracts and their compliance with applicable law.
- 3.4.7 **Data.** Customer will inform App Customers of and, when legally required, obtain their consent for, any collection, storage, processing, modification, disclosure, or other use of App Customers’ data in connection with Customer Applications.
- 3.4.8 **License Grant for Test Purposes.** Where Siemens provides Customer with Offering to test connectivity in relation to Customer Applications, Siemens grants Customer a non-transferable, non-sublicensable, time-limited, and revocable right to use and permit third parties to access and use such Offering solely for such testing.
- 3.4.9 **Specific Terms for Packages.** The obligations and responsibilities set out in Sections 3.4.1 through 3.4.8 will apply accordingly to Customer Applications which are part of a Package. However, Section 3.4.6 (ii) will be replaced with the following: “(ii) that (a) regarding the Customer Application and related services the contract is solely between Customer and the App Customer and not between Siemens and the App Customer and (b) regarding the Offering the contract is solely between Siemens and the App Customer and not between Customer and the App Customer”. In addition, Customer will include express provisions in the App Customer Contract stating that Siemens reserves the right to reject the App Customer’s Package activation request at its sole discretion.
- 3.5 **Specific Terms for Access Tokens.** Certain Cloud Services enable Customer Applications to access data without user interaction from an App Customer’s Account by issuing access tokens. Before a Customer Application can issue access tokens for an App Customer’s Account, the applicable Customer Application must be provisioned to the App Customer’s Account and explicit approval for the data access must be obtained by Customer from the App Customer. Siemens will provide technical means for Customer to obtain such approval via a standard process and template as described in more detail in the Documentation.
- 3.6 **Specific Terms for Creating Event Types.** Certain Cloud Services enable Customer to create event types. When creating an event type, the respective creator (“**Event Owner**”) can designate it as local or global. Local event types are private and can only be used by Users that have

access to the Account of the relevant Event Owner. Global event types are listed and accessible to all MindSphere users for their use. By default, a newly created event type is designated as local. By designating an event type as global, the relevant Event Owner grants a non-transferable, irrevocable, and royalty-free right to use and permit third parties to use the respective event type both to Siemens and its affiliates and to all current and future MindSphere customers for their use on the Platform. By using a global event type Customer acknowledges and agrees that (i) any relationship regarding the use of a global event type is solely between Customer and the relevant Event Owner, (ii) Siemens is under no obligation to test, validate, or otherwise review a global event type, (iii) Siemens does not assume any obligations or responsibility with regard to the use or support of a global event type, and (iv) only the relevant Event Owner may modify from time to time and cease to maintain an existing global event type.

- 3.7 **Specific Terms for Cross-Tenancy.** Certain Cloud Services enable Customer to grant another Account access to certain Customer Content (read or read and write) under a collaboration (“**Collaboration**”). Once the Collaboration is established, the sharing Account will be able to share selected Customer Content with the receiving Account (“**Sharing**”). Collaboration and individual Sharing require prior approval of the involved Accounts. Between Siemens and the involved Accounts, it is expressly understood that the Collaboration is only between the involved Accounts and Siemens is not a party thereto, and the outcome of any Collaboration and Sharing of Customer Content is beyond Siemens’ control. Customer is responsible for the implementation of measures required to reasonably protect Customer Content from misuse by any third party.
- 3.8 **Specific Terms for Self-hosted Applications.** Certain Cloud Services enable Customer to register a Self-hosted Application to its Account in order to deploy, operate, and provide it to Customer and third parties. Customer is solely responsible for procuring and maintaining appropriate licenses for all third party software or services that Customer uses in relation to its Self-hosted Application (including for the hosting and operation thereof).
- 3.9 **Specific Terms for Mendix for MindSphere Single App Edition.** These Cloud Services entitle Customer to access and use the Mendix Platform to develop Customer Applications for MindSphere and to deploy and run one Customer Application that has been developed through the use of the Mendix Platform on Customer’s Account. The “Mendix Platform” means Cloud Services provided by Siemens as the Mendix low-code enterprise application development platform-as-a-service, including but not limited to the Mendix website(s), Mendix Studio and Mendix Studio Pro, Team Server, Platform Portal, Cloud Portal, Developer Portal, Marketplace, Support Portal Mendix Cloud, Mendix Runtime, Mendix community, Mendix Forum, Sandbox, platform-as-a-service, and Documentation. The Documentation related to the Mendix Platform is available at <https://docs.mendix.com>, and provides a description of the technical specifications. For purpose of access and use of the Mendix Platform, the term “Account” as defined in these MindSphere Terms relates to Users’ registrations through the Mendix websites. The number of Named Users as specified on the Order relates to the individuals authorized by Customer to access a Customer Application through login credentials unique to that individual, which such Customer Application has been developed through use of the Mendix Platform. For this purpose, Named User includes any unique external system that accesses or is accessed by the Customer Application. Customer retains ownership of all rights, title, and interest in and to the visual model of the Customer Application. The visual model of the Customer Application, as created by Customer or by a third party per Customer’s instructions and requirements making use of the Mendix Platform (soc. ‘Application Model’) then gets deployed, operated on Customer’s Account, and interpreted by the Mendix Platform in order to make it a functioning Customer Application ready to process Customer Content.
- 3.10 **Specific Terms for MindConnect Integration.** Certain Cloud Services allow Customer to connect third party on-premise systems and third party cloud-based services to its Account on the Platform, for which Siemens makes an adaptor on the Platform available via MindConnect Integration. To connect an on-premise system to the Platform, certain third party software must be installed on a server on-premise in Customer’s data center (“**Integration Software**”). Siemens will direct Customer to the website of a third party vendor where Integration Software is available for download via the internet. Separate terms and conditions apply to the download and installation of Integration Software. Siemens will provide Customer with third party license keys for such Integration Software to enable Customer’s use of the Integration Software in connection with Cloud Services, limited to bi-directional communication of data between Integration Software and the Account. Integration Software may contain a mechanism to disable its use after the end of the Subscription Term to MindConnect Integration and Customer will not interfere with the date and time of such disabling mechanism.
- 3.11 **Specific Terms for MindConnect Open Edge Services.** By using MindConnect Open Edge Services Customer acknowledges and agrees that (without limiting any of Customer’s further obligations under the Agreement) (i) any transfer and deployment of configuration files, firmware images, edge applications, or other data or software, as well as corresponding documentation or terms and conditions to connected devices is solely agreed between Customer and the relevant device owner/user, and (ii) Siemens does not assume any obligations or responsibility with regard to, and is under no obligation to test, validate, or otherwise review, such content. MindConnect Open Edge Services leverage the content delivery network service Amazon CloudFront to deliver content with lower latency by using regional edge caches. The locations of the regional edge caches can be found on the following web page: [https://aws.amazon.com/cloudfront/features/?nc1=h\\_ls](https://aws.amazon.com/cloudfront/features/?nc1=h_ls).
- 3.12 **Specific Terms for VPN Tunneling.** Customer’s subscription to VPN Tunneling in the option ‘Bring Your Own Tunnel’ includes a one-time obligatory onboarding support provided by Siemens. The Supplemental Terms for Professional Services available at <https://www.siemens.com/sw-terms/supplements> and identified by the alphanumeric code “SERV” apply to such onboarding support. Customer acknowledges that the use of VPN technology may be subject to local restrictions or prohibited in certain countries (e.g. in the Russian Federation or the People’s Republic of China). It is Customer’s responsibility to check if such local restrictions or prohibitions apply and to use the Offering in compliance with applicable law.
- 3.13 **Specific Terms for MindSphere Remote Service.** Certain Cloud Services provide a means for secured remote login, remote engineering, or data transfer. Customer acknowledges that data traffic 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 use Cloud Services in compliance with applicable law.

4. **DATA CENTER LOCATIONS**

Per default, Customer Content at rest will be stored within certain major geographic areas (each an “Area”) as follows. If Siemens offers Customer a choice and Customer selects a different Area for provisioning of Cloud Services, Siemens will store Customer Content at rest within the selected Area. Siemens does not control or limit the regions from which Customer may access or move Customer Content.

Country in which Customer is incorporated, chartered or otherwise legally organized resides in:	Area
Any country where MindSphere is available	European Union

5. **SUPPORT AND SERVICE LEVELS**

Siemens’ technical support for Cloud Services and the applicable service levels are governed by the Cloud Support and Service Level Framework available at <https://www.siemens.com/sw-terms/sla>, which is incorporated herein by reference with the following deviations:

**Regular Maintenance Window.** Unless otherwise specified at <https://status.mindsphere.io/>, Cloud Services have a Regular Maintenance Window weekly per served region as follows:

European Union: 4:59am CET Saturday – 4:59pm CET Saturday

United States: 11:59pm EST Saturday – 11:59am EST Sunday

Japan: 11:59pm JST Saturday – 11:59am JST Sunday

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 or any scheduled maintenance.

**Applications from Siemens.** For MindSphere applications from Siemens (i) the Monthly Availability is set out in the applicable Product Sheet and Specific Terms available at <https://siemens.mindsphere.io/en/docs/Product-Descriptions-Overview>, and (ii) the technical support and measures to ensure uptime as described in the Cloud Support and Service Level Framework will not apply.

**Data Retention.** Data Retention is limited to Data Backup (RPO) and Business Continuity Window (RTO).