

MEDIA ADVERTISING AND ECOMMERCE SUPPLEMENTAL TERMS



Siemens Digital Industries Software

These Media Advertising and eCommerce Supplemental Terms (“**MAE Terms**”) amend the Universal Customer Agreement (“**UCA**”) between Customer and Siemens solely with regard to Offerings and Products which have been assigned any of the following alphanumeric codes on the Order: MAE (“**MAE Offerings**”). These MAE Terms, together with the UCA and other applicable Supplemental Terms, form the agreement between the parties (“**Agreement**”).

Any terms in the UCA that deal specifically with Software, Cloud Services or any general use restrictions regarding Offerings will not apply to MAE Offerings.

1. DEFINITIONS

“**Ad**” means any advertisement of content provided by, or on behalf, of Customer.

“**Advertising Materials**” means artwork, copy, listing feed data, or active URLs or any content provided by customer necessary to enable Siemens to provide the Deliverables outlined in the Order.

“**Affiliate**” means any other entity directly or indirectly controlling, controlled by, or under common control with an entity.

“**Cap**” means a pre-determined click quantity that will be the limit of clicks to be charged to Customer.

“**Deliverables**” means the inventory delivered by Siemens for each Ad product as specified in the Order (e.g., impressions, clicks, online and offline events, content creation, leads or other desired actions).

“**Impression**” means the event of an Ad being displayed on a Site to a User.

“**Lead**” means information captured online on a Site or offline events that is communicated to Customer and relates to persons that have shown an interest in Customer’s Ads.

“**Policies**” means any content specifications and limitations, privacy policies, community standards, and other editorial or advertising policies maintained by Siemens, if applicable.

“**Representative**” means, as to an entity and/or its Affiliate(s), any director, officer, employee, consultant, contractor, agent, and/or attorney.

“**Sites**” means websites specified on an Order that are owned, operated, or controlled by Siemens or on which Siemens has a contractual right to serve Ads.

“**Subscription Term**” or “**Term**” means the time period specified in the Order during which Siemens will provide Deliverables for the benefit of Customer. Any renewal constitutes a new Term.

“**Third Party**” means an entity or person that is not a party to an Order; for purposes of clarity, Siemens, Customer, and any Affiliates or Representatives of the foregoing are not Third Parties.

“**User**” means, in relation to any Site, any person that is accessing or viewing content on that Site.

2. ORDERS, SERVICE COST MODELS

2.1 **Order Details.** From time to time, Siemens and Customer may execute Orders, under which Siemens will deliver Ads on Sites for the benefit of Customer and will include details of the Deliverables, the Term and the campaign. Other items that the parties may elect to include in the Order details are, without limitation, reporting details, any special Ad delivery scheduling, and/or Ad placement specifications. Customer will be charged for the Deliverables on the basis of the service model specified on the Order up to the Cap specified on the Order (if any). If no Cap is provided in the Order, then Customer will be charged for every Deliverable provided by Siemens during the Term in accordance with the specified service model. If a Cap is provided in the Order, then Siemens will stop serving the Ads to Users as soon as the Cap has been reached, regardless of the agreed Term. The available service models are further defined below:

- (a) “**Flat rate**” means that Customer will be charged a one-time fee for a combination of Deliverables that will be specified in the schedule on the Order. Each Deliverable listed in the schedule may be offered under one of the other service models defined in this Section and may have its own Cap. The one-time fee will cover all listed Deliverables up to the Cap specified for that Deliverable. No refund or credit will be granted for any fees paid, even if the Cap limits for the Deliverables have not been reached during the Term.
- (b) “**Flat rate video**” means the Customer will be charged a one-time fee for creation of video content as specified in the Order.
- (c) “**Flat rate content**” means the Customer will be charged a one-time fee for creation of the content as specified in the Order.
- (d) “**Cost per thousand Impressions**” (or “**CPM**”) means that Siemens has been engaged to deliver the amount of Impressions specified on the Order (in sets of 1,000 Impressions) within the Subscription Term. If any ordered Impressions not delivered within the Subscription Term, Customer may request (i) the Subscription Term to be extended for a period of time to complete delivery of Impressions or (ii) may request that the non-delivered Impressions be credited back to Customer.
- (e) “**Cost per Lead**” (or “**CPL**”) means that Customer will be charged for each Lead generated and shown on the Order.
- (f) “**Cost per Click with Monthly Adjustable Cap**” (or “**CPC-MAC**”) means Cost per Click whereby the Cap specified in the Order will be considered a monthly limit which will be reset to zero at the beginning of each calendar month and whereby Customer will be charged

no more than the quantity of clicks up to the Cap amount each month whether or not the Cap limit has actually been reached in that month. Customer can choose to be uncapped and will be invoiced for all delivered clicks monthly.

3. **SPECIFIC TERMS FOR ADVERTISING MATERIALS**

- 3.1 **Submission.** Customer will submit Advertising Materials as specified by Siemens and in accordance with Siemens' then-existing Policies.
- 3.2 **Late Creative.** If Advertising Materials are not received by Siemens by the Order start date, or as otherwise specified by Siemens, Siemens will begin to charge Customer on the Order start date on a pro rata basis based on the full Order, excluding portions consisting of performance-based, non-guaranteed inventory, for each full day the Advertising Materials are not received. If Advertising Materials are late based on the Policies, Siemens is not required to guarantee full delivery of the Order.
- 3.3 **Customer Responsibility.** The Customer shall be responsible for the accuracy and completeness of the Advertising Materials and the information contained in created content such as video or technical documents and content feeds, including but not limited to, part attributes, available inventory and pricing data. Siemens reserves the right to remove the Customer's Ads which does not relieve the Customer from its payment obligations.
- 3.4 **Final Format and Revision Request.** Co-branded and/or customer-specific content developed on behalf of the Customer (video, advertising creative, white papers, etc.) will be delivered in its final format without source files. Revision fees may apply for any desired modifications to content after specified milestones within the content development plan are reached. Siemens has the right to distribute content to fulfill contractual obligations as outlined in the Order.
- 3.5 **Compliance.** Siemens may reject or remove from its Sites any Ads for which the Advertising Materials, software code associated with the Advertising Materials (e.g. pixels, tags, JavaScript), or the website to which the Ad is linked, in Siemens' sole discretion: (a) do not comply with its Policies; (b) do not comply with any applicable law, regulation, or other judicial or administrative order; or (c) may tend to bring, disparagement, ridicule, or scorn upon Siemens or any of its Affiliates.
- 3.6 **Necessary Rights.** Customer has all necessary rights to use the Ads and Advertising Materials and to run Campaigns. Customer has collected Customer Data in compliance with applicable laws, rules, and regulations and Customer Data does not infringe the rights of a third party. Customer will comply with any Policies that are made available to Customer.
- 3.7 **Trademark Usage.** Neither Siemens nor Customer will use the other's, or any of the other's Affiliate's, trade names, trademarks, logos, or Ads in any public announcement (including, but not limited to, in any press release) regarding the existence or content of this Agreement or an Order without the other's prior written approval.
4. **OWNERSHIP OF DELIVERABLES.** Each party will retain all rights in any software, ideas, concepts, know how, development tools, techniques, or any other proprietary material or information that it owned or developed prior to the purchase of a MAE Offering or acquired or developed thereafter without reference to or use of the intellectual property of the other party ("Pre-existing Material"). Siemens will own all intellectual property rights in or related to all Deliverables that are developed and delivered by Siemens under these MAE Terms. Customer will own all intellectual property rights in or related to any Deliverables developed hereunder to the extent that such Deliverables consist of Customer's Pre-existing Material, works derived from Customer's Pre-existing Material, or modifications to Customer's Pre-existing Material. Siemens grants to Customer a perpetual, royalty-free, non-transferable and nonexclusive license to use, reproduce, modify, publish, translate, create derivative works from, distribute, and display the Deliverables owned by Siemens in all media formats.