

## SOLUTIONS SUPPLEMENTAL TERMS

These Solutions Supplemental Terms (“**Solutions Terms**”) amend the Common Core Terms (“**CC Terms**”) between the Siemens entity named on the Order and the Customer that accepted the Order and apply solely to Offerings which are solutions as described in the Order (“**Solutions**”). Capitalized terms are defined herein or in the CC Terms.

### 1. OBLIGATIONS

**1.1. Siemens Obligations.** Siemens shall deliver the Solution as described in the Order. Siemens has discretion in the direction and allocation of personnel for the Solution and is responsible for all compensation and other employment benefits of Siemens employees. Siemens is not liable for the performance of Customer’s personnel or third parties that are not Siemens’ subcontractors. Services that need to be provided at Customer’s site will be provided during normal local business hours (Monday to Friday, 8.00 a.m. to 5.00 p.m., excluding holidays). Unless on-site performance is necessary, the services may be performed at a location of Siemens’ choice or by remote access. Siemens shall comply with Customer’s reasonable site rules when performing on-site, provided that such rules are submitted in writing prior to on-site performance. Siemens may execute the Solutions using a different, but technically equivalent, method to that set out in the Order, provided that any modification does not materially change the agreed specifications to the detriment of Customer nor increase the fees.

**1.2. Customer Obligations.** Customer shall perform its obligations as set forth in the Order and provide Siemens with all assistance reasonably required for the Solution, including:

- (i) provide the environment and opportunity for Siemens to commence work on time, without interruption, and with adequate and legally compliant health and safety measures in place for on-site work;
- (ii) provide qualified personnel to support Siemens;
- (iii) provide all Contributions described in the Order as well as a secure internet connection and authorized access to Customer or third-party systems as required;
- (iv) provide reasonable support to ensure that all obligations required by local authorities for the commissioning, acceptance, and use of the Solution are met;
- (v) obtain any permits and approvals from relevant authorities except to the extent that these can be obtained only by Siemens;
- (vi) provide timely acceptance, input and feedback;
- (vii) ensure cooperation by any third parties retained by Customer;
- (viii) perform adequate data back-ups and prevent security issues with regard to Customer’s system and data;
- (ix) compensate Siemens at a reasonable rate for time and expenses for any delay caused by Customer, Customer’s Affiliates, or third parties commissioned by Customer.

### 2. DELIVERY

Siemens shall issue a notice of completion upon delivery of the Solution or a portion thereof. Customer shall accept unless the Solution contains a material non-compliance with the Order specification (“**Defect**”). Customer shall describe any Defects in a written notice of rejection. Siemens shall remedy Defects within a reasonable time or as agreed by the parties and resubmit for acceptance. Absent Customer notice, the Solution or delivered portion is deemed accepted upon the earlier of 10 business days from completion notice or the date the delivered portion is put into productive use.

### 3. RISK AND TRANSFER OF TITLE

Unless otherwise agreed in an Order, risk of loss or damage for all items and title to tangible deliverables pass to Customer upon delivery. Tangible deliverables are delivered FCA (Incoterms 2020) unless specified otherwise in the Order. The Solution is deemed delivered if Customer delays or fails to accept delivery without cause. Title in any part of the Solution remains with Siemens until Siemens receives full payment for that part. This Section has no effect on the ownership of Intellectual Property.

### 4. WARRANTIES AND DISCLAIMERS

**4.1. Solutions Warranty and Claims.** Siemens warrants that the Solution will be free from Defects upon delivery. Customer must notify Siemens of any Defects promptly upon discovery and in no event later than 12 months following delivery (“**Warranty Period**”). Siemens shall remedy all Defects by repair, replacement, or reperformance at Siemens’ discretion (onsite or remote) within a reasonable time at its own expense. If Siemens is unable to remedy the Defect with commercially reasonable efforts, either party may terminate the Order per the CC Terms, and Siemens will refund the

fees paid for the nonconforming portion of the Solution. The Warranty Period for replacements or repairs is limited to the earlier of 6 months from the date of replacement or repair or 18 months from the start date of the original Warranty Period. Any warranty claim is excluded after the expiry of the Warranty Period.

**4.2. Exclusions.** Customer shall promptly (i) inspect all deliveries and (ii) provide written notice upon discovery of any Defect; otherwise, Siemens is not liable for such Defect. Siemens excludes any warranty for Defects that do not significantly impair the use of the respective Solution and Defects resulting from (i) normal wear and tear including any expendable items that comprise part of the Solution, (ii) faulty or negligent handling, or unusually excessive use, (iii) noncompliance with instructions or recommendations in the Order, manuals, and similar documents made available to Customer, (iv) non-reproducible software errors, (v) any cause outside of Siemens' control, (vi) modifications, enhancements, repairs or alterations made by anyone other than Siemens or its authorized representatives or (vii) Hardware that is networked, connected to the internet, or otherwise connected to computers or other devices. Siemens does not warrant or guarantee that any Solution will be secure from cyber threats, hacking or similar malicious activity, nor does Siemens warrant or guarantee attributes of the Solution with regard to compatibility, interoperability, functionality, or IT security requirements, unless these are expressly included in the Order.

**4.3. Duty of Cooperation and Reimbursement.** If repair or replacement is necessary, Customer shall provide access to the Defective portions of the Solution, perform any necessary disassembly and reassembly, and provide access to operation and maintenance data, all at no charge to Siemens. Upon Siemens' request, Customer shall transfer title to the replaced defective parts to Siemens. Customer shall pay Siemens for any diagnoses and remedial work if Siemens reasonably determines that no Defect existed.

**4.4. Disclaimers. This Section states Siemens' entire liability and Customer's exclusive rights and remedy for warranty claims. Siemens makes no other warranty, express, implied, or statutory, regarding the Solution, and all such warranties are hereby disclaimed including but not limited to any warranties of merchantability or fitness for a particular purpose. This Section does not apply to the extent prohibited by mandatory law.**

## **5. DATA PROCESSING**

Where Siemens acts as Customer's processor of personal data provided by Customer, the Data Privacy Terms available at <https://www.siemens.com/dpt> as well as any Additional Data Privacy Terms Annex(es) (including lists of Subprocessors) contained in Annex 1 apply to the use of the relevant Offering.

## **6. REMOTE ACCESS AND TECHNICAL AND ORGANIZATION PROCESSES**

**6.1. Remote Access.** Siemens is entitled to provide the services via remote access through a secure communications platform including but not limited to software updates.

**6.2. Technical and organizational process.** Customer shall provide at its own expense an internet connection (e.g. wired or wireless broadband connections via DSL, UMTS, or LTE) that meets the technical requirements of a remote connection. Customer shall grant Siemens access to the service objects via remote access. If contractually agreed with Customer, Customer shall activate and accept each remote access of Siemens. To carry out a remote service, an instructed service employee of Customer who is familiar with Customer's service objects and production system must be present onsite.

**6.3. Use of the common Remote Service Platform ("cRSP") for the remote access.** Customer shall check the security concept proposed by Siemens for the respective service for the remote connection and remote access for compatibility with Customer's technical conditions and with regard to security requirements and other regulations of Customer. Customer remains responsible for the security of its systems, service objects, and the hardware and software located thereon, including the immediate installation of updates and patches.

**6.4. Use of Customer-Specific Remote Platform for the remote access.** Insofar as Customer provides its own remote platform or a remote platform hosted by a third party ("**Customer-Specific Remote Platform**") for remote access, this constitutes a necessary provision. Customer shall ensure the availability of this Customer-Specific Remote Platform for the provision of the remote service by Siemens. Customer is solely responsible for the Customer-specific Remote Platform, in particular for the security, freedom from viruses, and data integrity, as well as the security of its systems, people, and machines. Siemens assumes no liability for the IT security of the remote access via the Customer-Specific Remote Platform and may refuse its use if the remote access provided by this remote platform does not comply with Siemens' IT security requirements.