

## Product Specific Supplemental Terms for Inspire IQ

These Supplemental Terms for Inspire IQ (“**Product-Specific Supplemental Terms**”) set out additional terms and conditions for the subscription to Inspire IQ as described in the Documentation under [www.innomotics.com/inspire-iq-terms](http://www.innomotics.com/inspire-iq-terms) and amend the Universal Customer Agreement (“**UCA**”) between Customer and Innomotics solely with regard to this Offering. These Product-Specific Supplemental Terms incorporate by reference the Digital Services Supplemental Terms (“**DS Terms**”) available at [www.innomotics.com/inspire-iq-terms](http://www.innomotics.com/inspire-iq-terms) and form together with the UCA and other applicable Supplemental Terms the agreement between the parties (“**Agreement**”). Inspire IQ constitutes an Offering within the meaning of the UCA.

### 1. GENERAL

#### 1.1. Order of Precedence

In case of inconsistencies between the Order, the UCA, the DS Terms, and these Product-Specific Supplemental Terms, the following order of precedence shall apply in subordinate order:

- (i) Order
- (ii) Product-Specific Supplemental Terms and Documentation
- (iii) DS Terms
- (iv) UCA

#### 1.2. Definitions

Capitalized terms used herein have the meaning as defined elsewhere in the Agreement. The following additional definitions apply to these Product-Specific Supplemental Terms:

**Territory** means the country in which the contractually agreed upon asset / service object is located, for which the Customer intends to use Inspire IQ Suite.

For the avoidance of doubt: If the term “**Siemens**” is used in any referenced terms and conditions (such as DS Terms, UCA, Terms of Use, Data Privacy Terms etc.) “**Siemens**” shall stand for / comprise “**Innomotics**” in the context of Innomotics’ Inspire IQ business.

### 2. USE OF OFFERINGS

#### 2.1. Authorized Access and Use

Section 2.1 of the DS Terms shall be replaced by the following clause:

#### 2. GENERAL

**2.1 Authorized Access and Use.** Notwithstanding Section 3.1 and 3.3 of the UCA and unless otherwise defined in the Entitlements each Offering may be accessed and used only by the number of users as defined in the Entitlement being either i) Customer’s employee or ii) Authorized Agent (all “**Authorized User**”) in the Territory for the Subscription Term, solely for Customer’s internal use as end-user. The Offerings including corresponding Documentation and results (e.g. reports) generated with these Offerings (in whole or in part) may not be used to provide services or products to third parties.

Customer may re-assign the right to access and use the Offering between uniquely identified individual Authorized Users over time, but not so frequently as to enable sharing by multiple Authorized Users. Indirect use of an Offering via hardware or software used by Customer does not reduce the number of Authorized Users rights that Customer needs to acquire.

For the purpose of this clause, “**Authorized Agent**” means an individual who requires access to the Offering in support of Customer’s permitted use as consultant, agent, or in fulfillment of a contract with Customer, or who is otherwise expressly permitted according to the DS Terms to access and use the Offering.

#### 2.2. Entitlement

The particulars of entitlement of Users (number, credentials, mode of access etc.) are defined in the respective Order.

#### 2.3. Collected Data

In addition to the use rights defined in Section 6.2 of the UCA, Customer grants Innomotics and its Affiliates and their subcontractors the right to use, distribute and publish Collected Data for any purpose including performance beyond this Agreement in accordance with mandatory restrictions imposed by applicable law. Use of Collected Data in accordance with this Section will be at Innomotics risk. Collected Data means data which is collected, stored and processed by Inspire IQ or data regarding Customer’ Assets provided by

Customer. Collected Data does not contain any user related information. The content and scope of the Collected Data may vary depending on which asset / service object type is connected. Collected Data may include copies made by this application from certain parts of Customer Content for use in accordance with the Order and underlying terms.

**2.4.** Data Privacy. For this Offering the Additional Data Privacy Terms Annex(es) (including list of Subprocessors) at [www.innomotics.com/DPT](http://www.innomotics.com/DPT) to be provided will apply.

**2.5.** **Data Location Center.** Customer Content at rest will be stored within Germany.

**2.6.** Notices. Notwithstanding Section 13.7 of the UCA, notices to Innomotics shall be sent to [inspire-iq.digital@innomotics.com](mailto:inspire-iq.digital@innomotics.com).

**2.7.** Documentation. The specifics of Offerings and Entitlements are described in the Documentation available at [www.innomotics.com/inspire-iq-terms](http://www.innomotics.com/inspire-iq-terms) 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.

**2.8.** Additional Terms for Software.

Further details regarding applicable Third Party Terms and options to receive OSS source code are available at the following page: [https://sidriveiq.siemens.com/manual/iqsuite/oss/IQSuite\\_ReadMeOSS.html](https://sidriveiq.siemens.com/manual/iqsuite/oss/IQSuite_ReadMeOSS.html)

**2.9. Specific Terms for Condition Monitoring:**

2.9.1 Where Customer intends to connect or have connected any of its facilities via remote connectivity to the infrastructure used by Innomotics to provide the Offerings, (the Customer's Assets), Customer acknowledges that Customer is and remains at all times in control of and solely responsible for the Customer's Assets and the condition and operation of the facilities where the Customer's Assets are located. The Services are not intended to substitute the proper surveillance of the Customer's Assets by Customer.

2.9.2 Innomotics recommends Customer to integrate the Offerings into a holistic, state-of-the-art industrial security concept. Customer shall ensure that any technical amendments and changes made in connection with the Offerings to the Customer's Assets or to the technical environment on Customer's facilities (including connectivity for remote access) are compatible with the IT security concept and individual security requirements of Customer.

2.9.3 Innomotics recommends Customer to regularly create backup copies of all relevant data, in particular software, data contained in on-site equipment, it being understood that Customer remains solely responsible for the availability and recovery of any of its data.

2.9.4 For data processing Innomotics depends on Customer's provision of correct Collected Data regarding Customer's Assets to Innomotics. Customer shall notify Innomotics immediately, about (i) any changes to the sensors, (ii) connectivity disruptions or (iii) any other events which might affect the quality and the correctness of such data. Any such changes are to be addressed to: [inspire-iq.digital@innomotics.com](mailto:inspire-iq.digital@innomotics.com).

2.9.5 Reports, concepts, suggestions and recommendations contained in the Offerings are created by Innomotics based on experience and the Collected Data or other information provided by the Customer. The interpretation, implementation and utilization of reports, concepts, suggestions or recommendations from Innomotics is the sole responsibility of the Customer. Innomotics does not assume any liability, warranty or guarantee for the feasibility or usability of reports, concepts, suggestions or recommendations, nor for actions or omissions based on the reports, concepts, proposals or recommendations.

**2.10. Specific Terms for No- Charge Offerings**

In addition to Section 3.6 of the UCA Innomotics may also change, limit, suspend, or terminate any No-Charge Offerings at any time. Customer acknowledges that No-Charge Offerings are not ready for production usage, and that Customer's use of any No-Charge Offering is at its sole risk and discretion. For the avoidance of doubt it is clarified that features or services that are labeled or otherwise communicated to the Customer as 'beta' are to be regarded as "Previews" in the context of Section 3.6 of the UCA.

### 3. SUBSCRIPTION TERMS/RENEWALS

- 3.1. Subscription Term. The Subscription Term for the Offering is defined in the Order.
- 3.2. The Subscription Term will automatically renew for successive Subscription Terms of 12 months each unless either party notifies the other at least 90 days prior to the end of the then-current Subscription Term that it has elected not to renew.

### 4. SUPPORT AND SERVICE LEVELS

#### 4.1. Service Level and Remedies

##### 4.1.1. Agreed Service Level.

Innomotics will use commercially reasonable efforts to make the Cloud Services available to Customer up to 24 hours per day and 7 days a week excluding downtime resulting directly or indirectly from any SLA Exclusions. The Cloud Services are available to Customer if its user interface is accessible by login at the exit of the wide area network of the data center used by Innomotics to provide the Cloud Services.

##### 4.1.2. Service Level Exclusions ("SLA Exclusions").

Service level commitments exclude downtime resulting directly or indirectly from any SLA Exclusions. SLA Exclusions" means unavailability or any other performance issue causing downtime of the Cloud Services as a result of:

- (i) scheduled maintenance;
- (ii) downtime for which at least 24 hours prior notice is provided to Customer;
- (iii) factors outside Innomotics' reasonable control;
- (iv) actions or inactions of Customer or any third party;
- (v) any equipment, software or other technology not provided by Innomotics; or
- (vi) suspension or termination of Offerings in accordance with the Agreement

#### 4.2. Contacting Technical Support

4.2.1. **Contact.** Customer may contact Innomotics' Technical Support organization as primary point of contact for support in relation to the Offering. All Support inquiries must be made through [inspire-iq.digital@innomotics.com](mailto:inspire-iq.digital@innomotics.com), as long as not specified otherwise in the Order.

4.2.2. **Scope of Technical Support.** If not specified otherwise in the Order, subject to availability Innomotics offers Customer support services via a service hotline Monday to Friday, 8am to 5:00pm (CET, CEST), excluding national and local holidays in Germany. Innomotics will respond to Customer's support inquiry at Innomotics' sole discretion via e-mail, hotline or remotely as described in this clause. Customer must ensure remote access to its local networks for e.g. remote diagnoses. The following types of incidents are excluded from the scope of support for Offerings, but Customer may revert such requests to the sales team(s) for resolution:

- 2 incidents regarding a release, version, and/or functionalities of a service developed or configured specifically for Customer (unless otherwise expressly set forth in an Order);
- 3 incidents ascribed to a consulting or training request ("how-to"). These are covered by the online user documentation;
- 4 incidents ascribed to a custom development request.

The Technical Support is available in English and German.

To receive support services hereunder, Customer shall reasonably cooperate with Innomotics' Support to resolve support incidents and shall have adequate technical expertise and knowledge of its Offering configuration to provide relevant information to enable Innomotics' Support to reproduce, troubleshoot and resolve the experienced error such as, by way of an example, instance name, username, form name and screenshot. Such support services may require that Innomotics gets access to Customer Content in which case, Customer is required to issue temporary Credentials to Innomotics to permit that access.