SIEMENS

End User Agreement for Mobile Applications for Apple® operating systems

Status January 2023

A. General Conditions for Free of charge and Commercial Mobile Applications for Apple operating systems

By downloading and/or by using the App You confirm that You have read and understood this Agreement and that You have accepted these terms and conditions.

You acknowledge that this Agreement is concluded between You and Siemens, and not with the provider of the online marketplace where the App has been offered. You further acknowledge that Siemens is solely responsible for the licensed App, the content thereof and for any claims, any warranty and any support relating to the licensed App or this Agreement.

You acknowledge that You are responsible for and comply with applicable third-party terms when using Your App (e.g. a wireless data service agreement).

1. Definitions

1.1. "Agreement" means this End User Agreement for Mobile Applications.

1.2. "Siemens" means the company named in the imprint / corporate information.

1.3. "App" includes any Free of charge App and Commercial App and means any software – in particular mobile application software –, Digital Services associated with such software, documentation and information that is made available for download or for access and use, as the case may be, to You by Siemens under this Agreement.

1.4. "Digital Services" means any cloud services that are provided by Siemens or its authorized third party cloud service providers and made available for access by or through the App (including data storage, remote cloud monitoring and/or control services of a device or system, or data analytics services).

1.5. "Free of charge App" is an App which is delivered free of charge.

1.6. "Commercial App" is an App Siemens will charge a fee for or you have used an In-App Purchase functionality for a Free of charge App.

1.7. "Country" means the country in which You have your domicile.

1.8. "In-App-Purchase functionality" means that you have already a Free of charge App and you buy an additional fee-based content, functionality or Digital Service for use with this App. Your App then shall be deemed as a Commercial App.

1.9. "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.

1.10. "You" and "Your" refers to the purchaser of the App pursuant to this Agreement and may refer to a natural person or to a legal entity including, but not limited to, a corporation, partnership or a limited liability company.

1.11. "Your Content" means Content entered by You into Siemens Digital Services and any output generated by You through use of the App based on such Content, excluding any third party content or other content owned or controlled by Siemens and made available through or within the App.

2. Proprietary Rights/Third party software and services

The App is protected by copyright laws and other intellectual property laws. Title to this App and any intellectual property rights in the App will at all times remain with Siemens and its third-party suppliers.

In the case the App contains open source software or similar third-party software ("OSS") the OSS is listed in the info section of the App. You are entitled to use the OSS in accordance with the respective license conditions of the OSS. The license conditions of the respective OSS shall prevail over section A.4 of the Agreement with respect to the use of the OSS. If the license conditions of the OSS require the distribution of the source code of such OSS Siemens shall provide such source code on request against payment of shipping and handling charges.

Siemens uses third party service providers to enable some functionality for its Digital Services – such as for example, cloud services, data storage, and communication through cloud service providers. These third party services are beyond Siemens' control, but their operation may impact or be impacted by the use and reliability of Siemens' Digital Services.

3. No High Risk Use

You acknowledge and agree that (i) the App is 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 the App and (ii) the outcome from any processing of data through the use of the App is beyond Siemens' control. You will indemnify Siemens against any third party claims, damages, fines and cost (including attorney's fees and expenses) relating in any way to any use of an App for the operation of or within a High Risk System.

4. Siemens Right to Use Data

In connection with the use of the App, Siemens and/or Siemens affilitates (or where required Siemens´s and/or Siemens affiliates service providers or suppliers) may obtain, receive, collect, store and process Your Content, system-specific data, meta data, automatically generated data, or any other type of information, data or content from You, Users, Connected Devices or third parties using or having used the App ("Collected Data").

You hereby grant Siemens and/or Siemens affiliates (and Siemens´ service providers or suppliers when acting on Siemens´s or Siemens affiliate's behalf) a non-exclusive, transferable, sublicensable, worldwide, royalty-free, perpetual, nonrevocable license under applicable copyrights and other intellectual property rights, if any, in all Collected Data to (i) provide the App, (ii) improve the App, (iii) provide new and additional offerings, enhance its offerings with new features, modifications, changes as Siemens and/or Siemens affiliates see fit, and (iv) create derivative works and aggregated data derived from Collected Data, other Siemens customers, third parties and other sources, including without limitation, comparative data sets, statistical analyses, reports and related services (collectively, "Siemens Data"). Siemens utilizes Siemens Data within its sole and absolute discretion for any purpose. Siemens Data does not incorporate information and data specifically identifying You or third parties as company and/or personal data of Users. While Collected Data may contain Confidential Information of Customer or personal data of Users, Siemens Data does not.

You represent and warrant that You have all rights, permissions and consents necessary for Siemens to aforesaid use of Collected Data as part of the App, and permit Siemens

and/or Siemens affiliates to exercise all of its rights under this Agreement. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness, of all of Your Content. Neither Siemens, Siemens affiliates nor Siemens's service providers or suppliers shall be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Collected Data and/or Siemens Data.

5. Your Use Rights

Siemens grants to You a nonexclusive, non-sublicensable right to use the App solely on Your iOS device within the limits of this Agreement, in particular, but not limited to the export restrictions contained herein.

Control of any remote device or system using the App is permitted only if expressly authorized by the App, remote device or system documentation and such use is solely at the End-User's risk. You may use the App to remotely control such device or system provided you are the owner of or are entitled by the owner of such device or system to exert such remote control.

If the App provides You with the option to add additional parties to control such device or system, you are fully responsible for their actions.

Siemens reserves all rights not expressly granted to You.

6. Data Privacy Terms in Case of Registration of Remote Device Or System

In case Siemens and/or Siemens affiliates offer a device and /or account management on a cloud based platform and You choose to make use of this offering ("Offering"), the following applies: The Data Privacy Terms, including the Offering specific technical and organizational measures, described under https://www.siemens.com/dpt/si, shall apply and are incorporated herein by reference. In addition, the Siemens BP Terms and the Universal Customer Agreement ("UCA") as set out under https://new.siemens.com/global/en/products/buildings/automation/cloud-solutions/terms/html shall apply to the use of the relevant Offering and are incorporated herein by reference.

7. Ownership and Use of Your Content.

You are responsible for the content, management, transfer, use, accuracy, and quality of Your Content and the means by which You acquire Your Content. You will ensure that Your Content can be processed and used as contemplated by this Agreement without violating any rights of others or any laws or regulations. Neither Siemens nor Siemens's service providers or suppliers shall be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any of Content.

8. Updates to a Device or System Associated with the App

Siemens, its affiliates, service providers and/or suppliers, at their sole discretion, make available firmware updates, enhancements, changes, modifications, security patches, bug fixes or additional functionality ("New Functionalities") to such device or system by using the App. Such New Functionalities may be (i) provided by Siemens with reasonable notice before such New Functionalities are available and/or (ii) pushed automatically via remote service or any other online access available. In case You opt for manual installation, the responsibility for the New Functionalities and its installation is with You. Non-current versions of the Software and/or a hardware device with a non-current version of the Software may not be supported by Siemens and may not be updated to future versions. New Functionalities do not necessarily need to have the same functionalities as the previous versions. The license for New Functionalities of a Software shall be as set forth in this EUA. You hereby agree to the foregoing and release Siemens and its affiliates, service providers and/or suppliers from all liability arising from action to the extent permitted by law.

9. Export Control and Sanctions Compliance

You shall comply with all applicable sanctions, embargoes and (re-)export control laws and regulations, and, in any event, with those of the European Union and the United States of America (collectively "Export Regulations"). The information, software and documentation provided by Siemens (collectively "Services") shall not be used, accessed or transferred, unless permitted by the Export Regulations or respective governmental licenses or approvals, (i) in or to any location prohibited by or subject to comprehensive sanctions or license requirements according to the Export Regulations; (ii) by or to any entity, person, or organization identified on a restricted party list of the Export Regulations or owed or controlled by a listed party; (iii) for any purpose prohibited by the Export Regulations (e.g. use in connection with armaments, nuclear technology or weapons); or (iv) to upload any content unless it is non-controlled (e .g. in the EU: AL = N; in the U.S.: ECCN = N or EAR99).

Upon request by Siemens, You shall promptly provide Siemens with all information pertaining to You, the intended use and the location of use of the Services.

Siemens shall not be obligated to fulfill this Agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions. You acknowledge that Siemens may be obliged under the Export Regulations to limit or suspend Your access to the Services.

10. Choice of Law and Jurisdictions

If Siemens refers to Siemens Switzerland Ltd or Siemens Aktiengesellschaft as defined herein, then the choice of law and jurisdiction shall be as follows: This Agreement shall be governed by the substantive law of Switzerland without reference to that jurisdiction's conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. All disputes arising out of or in connection with this Agreement shall be finally settled in accordance with the Rules of Arbitration of the International Chamber of Commerce. The seat of arbitration shall be Zurich, Switzerland. The language to be used in the arbitration proceeding shall be English.

If Siemens refers to Siemens Industry, Inc. as defined herein, then the choice of law and jurisdiction shall be as follows: All the disputes arising out of or in connection with this Agreement shall be resolved in the United States, by a state or federal court located in the State of Illinois. This Agreement shall be governed by the substantive law of the State of Illinois without reference to that jurisdiction's conflicts of law provisions. Each party hereto irrevocably consents to personal jurisdiction of such court and that venue is properly laid in such court.

10. Taxes

Any and all taxes ("Taxes") except withholding tax, charges and/or other duties imposed by the laws of Your country on any payments to be made by You related to this App under or in connection with this Agreement, shall be borne and paid by You.

11. Security information

Siemens provides products and solutions with industrial security functions that support the secure operation of plants, systems, machines and networks.

In order to protect plants, systems, machines and networks against cyber threats, it is necessary to implement – and continuously maintain – a holistic, state-of-the-art industrial security concept. Siemens' products and solutions only form one element of such a concept.

You are responsible to prevent unauthorized access to Your plants, systems, machines and networks. Such systems, machines and components should only be connected to the enterprise network or the internet if and to the extent such a connection is necessary and only when appropriate security measures (e.g. firewalls and/or network segmentation) are in place. Additionally, Siemens guidance on appropriate security measures should be taken into account. Please visit hereto https://www.siemens.com/industrialsecurity.

Siemens' products and solutions undergo continuous development to make them more secure. Siemens strongly recommends that updates are applied as soon as available and that the latest product versions are used. Use of product versions that are no longer supported, and failure to apply latest updates may increase customer's exposure to cyber threats.

To stay informed about the latest security threats, patches and other related measures, published, among, please subscribe to the Siemens Industrial Security RSS Feed under https://www.siemens.com/industrialsecurity and visit http://www.siemens.com/cert/en/cert-security-advisories.htm.

12. Siemens contact address

For questions, complaints or claims regarding the App You can contact Siemens either under

Siemens Aktiengesellschaft, Werner-von-Siemens-Straße 1, 80333 Munich or the contact details in the imprint / corporate information.

13. Enforceability and Severability

You agree that Siemens and the provider of the online marketplace where the App has been offered may enforce this Agreement as it relates to their products and services directly against You.

If any provision of this Agreement is found to be void or unenforceable, it will not affect the validity of any other provision of this Agreement and those provisions will remain valid and enforceable according to their terms.

Modifications to, amendments of and supplementary agreements to this Agreement shall not be binding unless made in writing and signed by the duly authorized representatives of the contract partners. Any waiver of this written form requirement shall likewise be in writing. Statements per email or other electronic communication shall not be sufficient to fulfill this written form requirement.

14. Termination

This Agreement is effective until terminated by You or Siemens. Your rights under this Agreement will terminate automatically if you fail to comply with any of its terms.

Siemens reserves the right to charge for the App or a Digital Service provided via the App at any time with prior notice. Also, Siemens reserves the right to discontinue any such Digital Service at any time with prior notice. Siemens will not, however, discontinue the App or related Digital Service in contravention of any contractual obligation to maintain the same.

B. Additional Conditions for Free of charge Apps

The following conditions apply only for Free charge Apps.

No Warranty, Limited Liability

1. The Free of Charge App is provided to You on an "As-is" and "As available" basis, without any maintenance services. Siemens shall correct errors at its own discretion by supplying an update in which the error has been remedied.

2. Siemens, its third party suppliers and the provider of the online marketplace where the Free of Charge App has been offered make no warranties of any kind, including any implied warranty of merchantability or fitness for any particular purpose, non-existence of defects, unavailability of Digital Services, or against infringement, with respect to the Free of Charge App provided under and pursuant to this Agreement.

3. By reason of the free-of-charge supply of the Free of Charge App and unless otherwise provided for in the Agreement, You shall have no claim for damages based on whatever legal reason, including infringement of duties arising in connection with the contract or tort. Any and all liability in connection with the use of the Free of Charge App and for defects in title related thereto shall be excluded.

C. Additional Conditions for Commercial Apps

The following conditions apply only for Commercial Apps and for used In-App-Purchase functionalities.

1. Defects as to Quality

Siemens shall be liable for defects as to quality ("Defects") as follows:

1.1 Defective Commercial Apps shall be, at Siemens' discretion, repaired, replaced or provided again free of charge, provided that the reason for the defect had already existed at the time when the risk passed.

1.2 Claims for repair or replacement are subject to a statute of limitations of 12 months calculated from the start of the statutory statute of limitations; the same shall apply mutatis mutandis in the case of rescission and reduction. This shall not apply in the case of intent, fraudulent concealment of the defect or non-compliance with guaranteed characteristics. The legal provisions regarding suspension of the statute of limitations and recommencement of limitation periods shall be unaffected.

1.3 Notifications of a Defect by You shall be given in written form without undue delay.

1.4 Siemens shall be given the opportunity to repair or to replace the defective Commercial Apps within a reasonable period of time.

1.5 If repair or replacement is unsuccessful, You are entitled to rescind the Agreement or reduce the remuneration; any claims for damages You may have according to section C.1.7 shall be unaffected.

1.6 There shall be no claims based on Defect in cases of insignificant deviations from the agreed quality, of only minor impairment of usability, or damage arising after the passing of risk from faulty or negligent handling, excessive strain, unsuitable equipment, or claims based on particular external influences not assumed under the Agreement, unavailability of Digital Services or from non-reproducible software errors. Claims based on Defects attributable to improper modifications or repair work carried out by You or third parties and the consequences thereof are likewise excluded.

1.7 You shall have no claim for damages based on Defects. This shall not apply to the extent that a Defect has been fraudulently concealed, the guaranteed characteristics are not complied with, in the case of life, bodily injury or damage to health, and/or intentionally or grossly negligent breach of Agreement on the part of Siemens. The above provisions do not imply a change in the burden of proof to the detriment of You.

1.8 Any other or additional claims of You exceeding the claims provided for in this section C.1 based on a Defect are excluded.

2. Industrial Property Rights and Copyrights; Defects in Title

2.1 Unless otherwise agreed, Siemens shall provide the Commercial Apps free from conflicting third parties' industrial property rights and copyrights ("IPR") with respect to the country of the place of delivery only. If a third party asserts a justified claim against You based on an infringement of an IPR by the Commercial App made by Siemens and used in conformity with the Agreement, Siemens shall be liable to You within the time period stipulated in section C.1.2 as follows:

(i) Siemens shall choose whether to acquire, at its own expense, the right to use the IPR with respect to the Commercial App concerned or whether to modify the Commercial App such that it no longer infringes the IPR or replace it. If this would be impossible for Siemens under reasonable conditions, You may rescind the Agreement or reduce the remuneration pursuant to the applicable statutory provisions;

(ii) The above obligations of Siemens shall apply only if You (i) immediately notify Siemens of any such claim asserted by the third party in written form, (ii) do not concede the existence of an infringement and (iii) leave any protective measures and settlement negotiations to Siemens' discretion. If You stop using the Commercial App in order to reduce the damage or for other good reason, You shall be obliged to point out to the third party that no acknowledgement of the alleged infringement may be inferred from the fact that the use has been discontinued.

(iii) Siemens' liability to pay damages is governed by section C.4 of the Agreement;

2.2 Claims of You shall be excluded if You are responsible for the infringement of an IPR.

2.3 Claims of You are also excluded if the infringement of the IPR is caused by specifications made by You, by a type of use not foreseeable by Siemens or by the Commercial App being modified by You or being used together with products not provided by Siemens.

2.4 Any other claims of You against Siemens or its agents or any such claims exceeding the claims provided for in this section C.2, based on a defect in title, are excluded.

3. Refund of purchase price

Provided that Siemens fails to conform to the warranty under sections C.1 and C.2, You may notify the provider of the online marketplace and the provider of the online marketplace will

refund You the purchase price for the Commercial App. Any additional claims against the provider of the online marketplace are excluded.

4. General Liability

4.1. Unless otherwise provided for in the Agreement, You have no claim for damages based on whatever legal reason, including infringement of duties arising in connection with the Agreement or tort.

4.2. The above provision does not imply a change in the burden of proof to the detriment of You.

D. Country Specific Provisions

1. Canada.

1.1 The export control and sanctions compliance requirements in A.9 shall include compliance with all applicable (re-)export laws of Canada. Compliance with any other applicable laws, sanctions, embargoes, or regulations shall be only to the extent permissible under Canadian Law. For export control designations in Canada: The export control and sanctions compliance requirements in A.9 shall include compliance with all apply applicable (re-)export laws of Canada, and compliance with any other applicable laws, sanctions, embargoes, or regulations shall be only to the extent permissible under Canadian Law. For export control designations in Canada: ECL ≠ N.

1.2 For Quebec residents, the language to be used in any arbitration proceeding under A.10 shall be English or French, at the choice of the user.

1.3 To the extent permitted under applicable law, the warranty disclaimers at B.2 further exclude any performance guarantees and conditions, whether written or oral.

1.4 The limitations and exclusions at B.3 and C.3.1 shall only apply to the extent permissible under Canadian Law. To the extent so permitted, these limitations and exclusions shall apply to all claims, irrespective of the nature of the cause of action, demand, or action, including but not limited to: foreseeable damages, extracontractual damages, breach of contract, negligence, tort, or any other legal theory, and survives a fundamental or material breach or breaches and/or failure of the essential purposes of the Agreement.

2. Egypt. If You are located in Egypt, the limitations and exclusions in sections B.3 and C.4.1 shall not apply: (i) in cases of willful misconduct and gross negligence; (ii) in cases of bodily injuries or death caused by Siemens' negligence; (iii) in cases of fraud or fraudulent misrepresentation; or (iv) to the extent that liability cannot be limited or excluded according to applicable law.

3. Germany.

2.1 If both parties are located in Germany, the limitations and exclusions in sections B.3 and C.4.1 shall not apply: (i) to contractual obligations the fulfillment of which is essential for the due and proper performance of this Agreement (*Kardinalpflichten*) provided that Siemens' liability is limited to damage or loss which is reasonably foreseeable; (ii) in cases of willful misconduct and gross negligence; (iii) in cases of bodily injuries or death caused by Siemens', Siemens' legal representatives', or Siemens' subcontractors' negligence; (iv) in cases of fraud or fraudulent misrepresentation; or (v) to the extent that liability cannot be limited or excluded according to applicable product liability law.

2.2 If Siemens refers to Siemens Aktiengesellschaft the following paragraphs apply additionally to section A.10. "Taxes":

To the extent the double taxation convention between Your Country and the Federal Republic of Germany allows Siemens to credit Taxes imposed on and paid by Siemens according to the laws of Your Country against Taxes imposed on and to be paid by Siemens according to the laws of the Federal Republic of Germany. You shall upon Siemens' request submit to Siemens official tax receipts issued by the tax authorities of Your Country evidencing the payment by You of Taxes in Your Country on behalf of Siemens.

To the extent the double taxation convention between the Federal Republic of Germany and Your Country entitles Siemens to claim reduction of or an exemption from Taxes imposed on and to be paid by Siemens according to the laws of Your Country, the regulations in the foregoing paragraphs shall apply until Siemens has obtained the relevant tax reduction/exemption certificate (or the like) form the tax authorities of Your Country, if so required by the aforementioned double taxation convention and/or the law of Your Country to validate the aforementioned claim for Tax reduction/exemption. Siemens and You shall jointly use all reasonable efforts to obtain such Tax reduction/exemption certificate if any, without undue delay and Siemens shall immediately after its receipt send a copy thereof to You.

4. Mexico. Siemens will not be liable to you or any party whatsoever in relation to any indirect damages, whether special or incidental, or for any consequential damages, "perjuicios" or punitive damages arising from this agreement, including without limitation loss of profits

5. Portugal. If either party is located in Portugal, the limitations and exclusions in sections B.3 and C.4.1 shall not apply (i) to the extent that liability cannot be limited or excluded according to applicable law; (ii) in cases of willful misconduct and gross negligence; (iii) in cases of bodily injuries or death caused by Siemens' negligence; or (iv) in cases of fraud or fraudulent misrepresentations.

6. Qatar. If either party is located in Qatar, the limitations and exclusions in sections B.3 and C.4.1 shall not apply: (i) to the extent that liability cannot be limited or excluded according to applicable law; (ii) in cases of willful misconduct and gross negligence; (iii) in cases of bodily injuries or death caused by Siemens' negligence; or (iv) in cases of fraud or fraudulent misrepresentation.

7. South Africa. If You are located in South Africa, the limitations and exclusions in sections B.3 and C.4.1 shall not apply: (i) to the extent that liability cannot be limited or excluded according to applicable law; (ii) in cases of willful misconduct and gross negligence; (iii) in cases of bodily injuries or death caused by Siemens' negligence; or (iv) in cases of fraud or fraudulent misrepresentation.

8. Taiwan Area. If You are located in Taiwan Area, the limitations and exclusions in sections B.3 and C.4.1 shall not apply: (i) to the extent that liability cannot be limited or excluded according to applicable law; (ii) to the extent that liability cannot be limited or excluded according to applicable consumer protection or product liability laws; (iii) in cases of willful misconduct and gross negligence; (iv) in cases of bodily injuries or death caused by Siemens' negligence; or (v) in cases of fraud or fraudulent misrepresentation.

9. U.S. Government End Users: The licensed software was developed at private expense and is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the licensed software with only those limited rights set forth therein. Publisher is Siemens Industry, Inc., 3617 Parkway Lane, Peachtree Corners, GA 30092.

9.1 For clarity, if this licensed software is being licensed under a U.S. federally funded project, then the following Restricted Rights Notice is in effect:

1) This computer software is submitted with restricted rights under Government Contract (and subcontract, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph(b) of this notice or as otherwise expressly stated in the contract.

(2) This computer software may be

(a) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

(b) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

(c) Reproduced for safekeeping (archives) or backup purposes;

(d) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restricted rights;

(e) Disclosed to and reproduced for use by support service contractors or their subcontractors in accordance with paragraphs (b)(1) through (4) of this notice; and

(f) Used or copied for use with a replacement computer.

(3) Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (b) of this notice.

(4) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(5) This notice shall be marked on any reproduction of this computer software, in whole or in part.