

The terms and conditions of this **General Conditions for Licensing Access to Software as a Web Based Offering** ("Web Based Offering General Conditions") are applicable to the Web Based Offering as follows:

1. General Provisions

This Web Based Offering General Conditions is a legal agreement between you, either individually or on behalf of your corporation, sole proprietor or other business entity ("you" or "your") and Siemens Schweiz AG ("Siemens"), governing (i) your use of Siemens' online service application(s) hosted on a remote server system and accessible via a web site portal address or IP address designated by Siemens, (ii) the Material contained therein as defined in Section 2.2.1., and (iii) any offline components provided by Siemens for use in connection therewith, if any, ((i) – (iii) collectively, "Web Based Offering").

Any other terms and conditions or special agreements shall only apply if they are expressly accepted by Siemens in writing.

2. License Grant and Restrictions, Third Party License Terms, Place of Performance

- 2.1. Subject to the terms and conditions of this Web Based Offering General Conditions, Siemens grants you a limited, non-exclusive, non-transferable, non-sublicensable, license to access and use the Web Based Offering solely for your own internal business purposes. All rights not expressly granted to you are reserved by Siemens and its licensors. The license granted herein is conditioned on your continued compliance with the terms and conditions of this Web Based Offering General Conditions.
- 2.2. In particular you shall unless and to the extent permitted by mandatory law not and shall not attempt, or permit third parties to:
 - 2.2.1. copy, reproduce, translate, alter, display, modify, decompile, reverse engineer, disassemble, discover the source code or algorithms of, manipulate or create derivative work based on, the Web Based Offering, or any information, documents, software, products and services or any other material (including text, graphics, logos, button icons, images, audio clips, data, photographs, graphs, videos, typefaces, and sounds) contained or made available to you in the course of using the Web Based Offering, or any part thereof, (collectively, "Material") or use the Web Based offering to run or as part of a service bureau, outsourced or managed services arranged, or access the Web Based Offering;
 - 2.2.2. disable or circumvent any access control or related device, process or procedure established with respect to the Web Based Offering or any part thereof. Such prohibited conduct includes, without limitation, any efforts to gain unauthorized access to the Web Based Offering, other user accounts, computer systems or networks connected to the Web Based Offering, through hacking, password mining or any other means, log into an account with a password not assigned to the respective user, access identifiable information not intended for the respective user, test the security measures on the Web Based Offering and/or attempt to identify system vulnerabilities, or to attempt to disable the Web Based Offering; and
 - 2.2.3. link, distribute, transfer, sell and resell, (sub-)license, rent, lease, lend, assign or otherwise transfer any rights to, or commercially exploit or otherwise make available the Web Based Offering in whole or in part to any third party in any way.
- 2.3. The Web Based Offering may contain third party content, including commercial and open source software. Such third party content may be subject to additional or differing terms and conditions that always prevail over this Web Based Offering General Conditions; you will find such additional or differing terms and conditions as a link at the bottom of the web site platform where the Web Based Offering is hosted, or any other place as designated by Siemens, and accept those terms and conditions whenever using the Web Based Offering.
- 2.4. Siemens provides access to and use of the Web Based Offering at the Wide Area Network (WAN) exit of the server used by Siemens which may be located outside your country. Siemens will not assume any obligation or responsibility to effect any data connection to such WAN exit. Such data connection and the use of and access to the

Web Based Offering requires an Internet connection and suitable soft- and hardware as may be described in a separate agreement, including the ordering, proper installation, operation and maintenance of suitable hardware and/or software for the Internet connection.

- 2.5. When providing Web Based Offering, Siemens may use the services of other companies (e. g. licensors, service providers, suppliers, etc.).

3. Remuneration

For consideration of the license to access and use the Web Based Offering, you agree to pay the agreed fees and charges (collectively, "Taxes"). You are responsible for the payment of such Taxes or reimburse Siemens for any Taxes Siemens pays. If you claim a tax exemption or direct payment permit, you shall provide Siemens with a valid exemption certificate or permit and indemnify Siemens from any Taxes, costs and penalties arising out of the same. Unless otherwise agreed in writing, invoices shall be payable without cash discounts and without any other deduction within 30 days of receipt of the invoice. The setting-off of such claims against counterclaims shall be excluded. If you fail to meet the agreed payment deadlines, you shall be in default without further notice and Siemens is entitled to suspend the Web Based Offering. Siemens reserves the right to terminate this Web Based Offering General Conditions for cause if the default is not cured within 30 days.

4. Communication, Data Storage, Disclosure

From time-to-time Siemens may ask whether or not you or Users wish to receive marketing or other general communications. "User" or "Users" means any individual(s) accessing the Web Based Offering on your behalf or otherwise using the Web Based Offering under your account. You may elect not to receive such communications at that time or opt-out of receiving such communications at any subsequent time by notifying Siemens. Because the Web Based Offering is a hosted, online application, Siemens may need to notify you and/or your Users, (whether or not they have opted out as described above), about important announcements regarding the operation of the Web Based Offering. Siemens reserves the right to disclose that you are a User of the Web Based Offering. You also grant Siemens the right to copy and maintain Your Data (as defined in Article 6) during the term of your agreement with Siemens. You agree that all data, information and documents may also be stored and processed outside your country. Furthermore, all such data and information may be disclosed to other Siemens companies for corresponding processing, especially for providing services, fulfillment of legal requirements or for Siemens-internal audit and/or supervisory requirements; this always in compliance with respectively applicable data protection laws.

5. Account Access, Your Obligations, Cyber Security

- 5.1. Where use of the Web Based Offering is contingent on accessing an account and/or inserting a "user-identification" and/or "password", you agree that you will be solely responsible for all activity occurring when the Web Based Offering is accessed through the use of your user-identification and/or password including any actions that occur without your authorization. You and your Users shall keep any correspondence you receive relating to or through the use of the Web Based Offering (including your user-identification, passwords, and other registration or sign-in information) confidential and in a safe place and not disclose it to any third party. It is your responsibility to take appropriate actions immediately if any password has been stolen, leaked, compromised or otherwise used without proper consent. You shall: (i) notify Siemens immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Siemens immediately and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by you; (iii) notify Siemens when you no longer require access to the Web Based Offering; and (v) keep all of your profile information current.
- 5.2. 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 security concept. Siemens' portfolio only forms one element of such a concept. You are responsible for preventing unauthorized access to your plants, systems, machines and networks which should only be connected to

an 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. For additional information, please contact your Siemens sales representative or visit <https://www.siemens.com/global/en/home/company/topic-areas/future-of-manufacturing/industrial-security.html>.

Siemens' portfolio undergoes continuous development to make it more secure. Siemens strongly recommends that updates are applied as soon as they are available and that the latest versions are used. Use of versions that are no longer supported, and failure to apply the latest updates may increase your exposure to cyber threats. Siemens strongly recommends to comply with security advisories on the latest security threats, patches and other related measures, published, among others, under <http://www.siemens.com/cert/en/cert-security-advisories.htm>.

6. Use of Data

- 6.1. In connection with the use of the Web Based Offering, Siemens may obtain, receive or collect data or information, including system-specific data or information or other content, from you or other parties using or having used the Web Based Offering ("Your Data").
- 6.2. You hereby grant Siemens a non-exclusive, transferable, sublicensable, worldwide, royalty-free, perpetual, non-revocable license in all Your Data to provide the Web Based Offering to you and to create derivative works and aggregated data derived from Your Data, Siemens customers and other sources, including without limitation, comparative data sets, statistical analyses, reports and related services (collectively, "Siemens Data"). Siemens utilizes Siemens Data as it sees fit for any purpose.
- 6.3. The Parties shall ensure that they and/or their Users adhere to the then current Data Protection Notification linked at the bottom of the website platform where the Web Based Offering is hosted, or any other place as designated by Siemens and accept those terms and conditions whenever using the Web Based Offering.
- 6.4. In case that you manually store data within the framework of the Web Based Offering, you are solely responsible for any and all consequences out of or in connection with this activity; in case that this data are subject to additional legal provisions (including regulatory provisions) you shall inform Siemens prior to said storage to enable Siemens a further analysis. If and to the extent Siemens accepts such storage, and the data processing is subject to special requirements, you and Siemens shall agree on an amendment to this Web Based Offering General Conditions regarding the data handling in writing.
- 6.5. You represent and warrant that you have obtained all rights, permissions and consents necessary to aforesaid use of Your Data as part of the Web Based Offering, and permit Siemens to exercise all of its rights under this Web Based Offering General Conditions. You, not Siemens, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness, of all of Your Data. Siemens shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any of Your Data.

7. Intellectual Property Ownership

All right, title and interest in the Web Based Offering, including technology and trade secrets embodied therein and any custom developments created or provided in connection with or related to this Web Based Offering General Conditions, including all copyrights, patents, trade secrets, trade dress, and other proprietary rights, and any derivative works thereof, shall belong solely and exclusively to Siemens, and you shall have no rights whatsoever in any of the foregoing. You acknowledge that the Web Based Offering constitutes a valuable trade secret and/or is the confidential information of Siemens or its licensors, service providers and suppliers. All Material are the property of Siemens and is protected by applicable laws and all rights thereunder are valid and protected in all forms, media and technologies existing now or hereinafter developed.

8. Trademarks

Siemens' name and logo, as well as all other names, design marks, feature names and related logos used by Siemens are trademarks of

Siemens or its licensors and may not be used, copied or imitated without the express prior written permission of Siemens.

9. Term, Termination

- 9.1. The Web Based Offering General Conditions become effective with your first use of the Web Based Offering, commences at the agreed date, and may be terminated by each party in writing by giving three (3) months' notice to the end of the following month.
 - 9.2. Each party shall be entitled to give written notice of termination of this Web Based Offering General Conditions for cause. Siemens may additionally suspend your access to the Web Based Offering. "For cause" shall apply in particular for: (i) unauthorized use of the Web Based Offering; (ii) a material breach of this Web Based Offering General Conditions by the other party which is not remedied within a reasonable period of time despite written notice specifying any such breach (iii) the other party becoming insolvent, bankrupt or insolvency or probate proceedings being applied for or initiated against it or being rejected due to a lack of funds; (iv) the termination or expiration of Siemens' relationship with a third party which services are material for the provision of the Web Based Offering. The same applies if the Web Based Offering is not, or not sufficiently available as a result of any acts or omissions by a third party or of Force Majeure. Siemens' reimbursement is calculated pro rata temporis.
 - 9.3. In the event Siemens' relationship with you is terminated, Siemens may establish evidence for services agreed in another contract by other appropriate means. If this is not possible, it is assumed that Siemens' services correspond to the average of the services performed during 12 months prior to the termination, considering obvious facts, unless you prove the contrary.
 - 9.4. For the avoidance of doubt, a contract on other services, if any, shall remain unaffected by any termination or expiration of this Web Based Offering General Conditions.
 - 9.5. In the event this Web Based Offering General Conditions is terminated (other than by reason of your breach), Siemens will make available to you a file for downloading or on a data medium containing Your Data against reasonable fees within 30 days of termination if you so request in writing at the time of termination. In other cases Siemens reserves the right to withhold, to anonymize or to delete your Data (to the extent available) and Siemens Data without an obligation for recovery or further storage.
- ### 10. Warranty, Disclaimer
- 10.1. Each party warrants that it has the legal power and authority to enter into this Web Based Offering General Conditions. You warrant that you do not and have not falsely identified yourself nor provide or have provided any false information to gain access to the Web Based Offering.
 - 10.2. Siemens shall be only liable for defects and any violation of property rights as follows:
 - 10.2.1. Siemens shall render the Web Based Offering consistent with degree of care and skill ordinarily exercised by reputable companies performing same or substantially similar services under similar conditions and circumstances. The Web Based Offering substantially meets and complies with the functional specifications agreed with you separately in writing.
 - 10.2.2. The exclusive remedy of you and Siemens' sole obligation in the event of a reproducible defect of Web Based Offering shall be for Siemens to resolve such defect within a reasonable time.
 - 10.3. Siemens disclaims to the maximum extent permitted by law all further or other warranties and conditions of any kind, express or implied, regarding the Web Based Offering, or otherwise relating to this Web Based Offering General Conditions, such as obtained, generated or otherwise received information, reports, results or other data, including warranties and conditions of fitness for a particular purpose, merchantability, merchantable quality, non-infringement and accuracy and non-interference. Siemens does specifically not warrant that the Web Based Offering is or will be secure, accurate, reliable, complete, uninterrupted, without error, or free of viruses, worms, other harmful components, or other program limitations, and that the Web Based Offering will meet your requirements.

11. Indemnification

You shall indemnify and hold Siemens, harmless from and against all claims and rights of third parties) arising out of or in connection with: (i) a claim alleging that use of Your Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; or (iii) a claim arising from the breach by you of this Web Based Offering General Conditions or a violation of any law or regulation, provided in any such case that Siemens (a) gives written notice of the claim promptly to you; and (b) gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release Siemens of all liability and such settlement does not affect Siemens business or the Web Based Offering).

12. Infringement of third party's intellectual property rights

Unless otherwise agreed, e. g. as set forth in Section 2.3, Siemens shall provide the Web Based Offering free from third parties' intellectual property rights only with respect to Switzerland. If a third party asserts a justified claim against you based on an infringement of an intellectual property right by the Web Based Offering rendered by Siemens and used by you in conformity with the Web Based Offering General Conditions, Siemens shall be liable to you within the period for liability as follows: (a) Siemens shall choose whether to acquire, at its own expense, the right to use the intellectual property rights with respect to Web Based Offering concerned or whether to replace or modify the Web Based Offering in a way that they no longer infringe. If this is not reasonably possible then Siemens may terminate the Web Based Offering General Conditions; (b) Siemens' liability to pay damages is governed by Article 13, (c) aforesaid obligations of Siemens shall apply only if you (i) immediately notify Siemens of any such claim asserted by the third party in writing, (ii) do not acknowledge an infringement of intellectual property rights and (iii) leave any protective measures and settlement negotiations to Siemens' discretion. If you stop using the Web Based Offering in order to mitigate damages or for other good reason, you shall inform the third party explicitly that no acknowledgement of the alleged infringement may be inferred from the fact that the use has been discontinued. Your claims shall be excluded if you are responsible for the infringement of an intellectual property right. Your claims are also excluded if the intellectual property right infringement is caused by Your Data, specifications or instructions made by you, by a use not foreseeable by Siemens or contractually prohibited, or by the Web Based Offering being modified by you or being used together with products or services not provided by Siemens.

13. Liability

- 13.1. Siemens shall be liable for personal damages caused within the scope of the Web Based Offering and in accordance with the statutory provisions. Any further liability shall be excluded to the extent legally feasible.
- 13.2. Further and other rights, other than explicitly stated in this Web Based Offering General Conditions, are excluded, particularly, Siemens shall in no event be liable for warranty claims, delay, non-fulfillment and damage claims (irrespective of type, nature and grounds), and any liability for loss of data, financial losses, loss of profits, loss of use, loss of production, interruption of business, for any claim against you by any other party, and for indirect, or consequential damages of any kind, unless Siemens is liable for intention or gross negligence according to mandatory law.
- 13.3. Any cause of action you may have with respect to your use of the Web Based Offering must be commenced within a limitation period of one (1) year after the claim or cause of action arises, unless longer periods are foreseen by mandatory law.
- 13.4. The limitations of liability set forth in this Article shall also apply to the personal liability of any officers or employees of Siemens.

14. Interruption of the Web Based Offering

14.1. You agree that the operation and availability of the systems used for accessing and interacting with the Web Based Offering can be unpredictable. Siemens shall not be liable for any interference with or prevention of your access to and/or use of the Web Based Offering.

14.2. It may be necessary for Siemens to perform scheduled or unscheduled maintenance, or upgrades, and such activities may temporarily degrade the quality of the Web Based Offering or result in a partial or complete outage of the Web Based Offering. Siemens provides no assurance that you will receive advance notification of such activities or that the Web Based Offering will be uninterrupted or error-free. Siemens shall not be liable for any degradation or interruption of the Web Based Offering.

15. Export Control, Local Law

You acknowledge that the Web Based Offering, which may include technology and software, are subject to the customs and export control laws and regulations of Switzerland, the Federal Republic of Germany, the European Union and the United States of America and may also be subject to the customs and export laws and regulations of the country in which the Web Based Offering is rendered and/or received. From any location where data is being accessed by you, you are solely responsible for establishing all prerequisites for lawful access to Web Based Offering, including any data and information stored, up to the WAN exit point at the data center used by Siemens. You agree to abide by those laws and regulations. You are solely responsible for obtaining any specific licenses relating to the export of software if a license is needed. Siemens' agreement to provide the Web Based Offering is contingent upon any impediments arising out of national and international foreign trade and customs requirements or any embargos or other sanctions. Siemens is not liable for delays or failure to deliver Web Based Offering or a product resulting from your failure to obtain such license or to provide such certification.

16. Notices

Siemens may give notice by means of a general notice on the Web Based Offering, electronic mail to your e-mail address on record in Siemens account information, or by written communication to your address, e. g. by pre-paid first class mail, on record in Siemens account information.

17. Modification of this Web Based Offering General Conditions

Siemens reserves the right to modify the terms and conditions of this Web Based Offering General Conditions or its policies relating to the Web Based Offering, at any time. You are responsible for regularly reviewing this Web Based Offering General Conditions. Continued use of the Web Based Offering after any such changes shall constitute your consent to such changes. In case you disagree to the modifications you shall notify Siemens about your objection. In such cases, Siemens reserves the right to terminate the Web Based Offering General Conditions effective within a 30-day period after receipt of any such notification; Sec. 7.3 shall apply.

18. License Usage Audit

You shall allow Siemens to conduct audits of the contractual use on Siemens' written requests. This shall include in particular access to all relevant systems and documentation. Siemens may carry out the audit itself or by way of any third-party auditor acceptable for you and subject to a duty of confidentiality. Siemens shall give prior written notice of such an audit of at least ten (10) working days. Such an audit may take place at your premises during the regular hours of business. If, as a result of an audit, any use not in conformity with this Web Based Offering General Conditions is detected, Siemens is entitled to charge you for liquidated damages to the amount of the license fee set out in the current price list for further use. In addition, you shall bear the reasonable costs of the audit. Siemens reserves the right to claim further damages.

19. Assignment

Subject to any terms to the contrary existing in the Standard Terms and Conditions, this Web Based Offering General Conditions and the License granted hereunder may not be assigned by you without the prior written approval of Siemens but may be assigned or transferred without your consent by Siemens to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this Article shall be void.

20. Miscellaneous, Applicable law

- 20.1. No joint venture, partnership, employment, or agency relationship exists between you and Siemens as a result of this Web Based Offering General Conditions or use of the Web Based Offering. The failure of Siemens to enforce any right or provision in this Web Based Offering General Conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Siemens in writing.
- 20.2. If any provision of this Web Based Offering General Conditions is held by a court of competent jurisdiction to be invalid or unenforceable, then such provisions shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provisions, with all other provisions remaining in full force and effect.
- 20.3. Notice of termination and modification of the Web Based Offering General Conditions subject to Art. 17 (including modification of this clause) are, as well as these Web Based Offering General Conditions themselves, to be issued in writing or by means of an electronic signature. Subject to Art. 19, all other declarations under these Web Based Offering General Conditions may be made by e-mail, even if they are required to be "in writing" according to these Web Based Offering General Conditions.
- 20.4. The contractual relationship shall be governed by the substantive laws of Switzerland without reference to any of its conflict of laws provisions. The UN Convention on Contracts for the International Sale of Goods of 11 April 1980 shall not apply.
- 20.5. Place of jurisdiction is Zurich, Switzerland. However, Siemens also has the right to take legal action(s) against you at your domicile.