

SERVICES SUPPLEMENTAL TERMS

These Services Supplemental Terms (“**Services 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 with regard to Offerings which are services as described in the Order (“**Services**”). Capitalized terms are defined herein or in the CC Terms.

1. OBLIGATIONS

1.1 Siemens Obligations. Siemens shall perform the Services as described in the Order. Services include any items defined in the Order and delivered to Customer in the course of performing Services (“**Deliverables**”). Siemens has discretion in the direction and allocation of personnel for the Services 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 Services 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. **Customer Obligations.** Customer shall perform its obligations as set forth in the Order and provide Siemens with all assistance reasonably required for the Services, 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 Services 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; and
- (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

Unless otherwise agreed in an Order, acceptance of the Services is not required. If the Order requires acceptance, Siemens shall issue a notice of completion upon delivery of Deliverables or a portion thereof. Customer shall accept unless the Deliverable are performed in breach of Section 3.1. Siemens shall remedy this breach within a reasonable time or as agreed by the parties and resubmit for acceptance. Absent Customer notice, the Deliverables 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. Once delivered, Customer bears the risk of damage to or loss of the Deliverables or portion thereof. Tangible deliverables are delivered FCA (Incoterms 2020) unless specified otherwise in the Order.

3. WARRANTIES AND DISCLAIMERS

3.1 Services Warranty. The Services will be performed in a professional manner with the level of care reasonably expected under similar circumstances. Unless otherwise stated in the Order, Siemens does not owe a specific result to Customer.

3.2 Warranty Claims. Customer shall notify Siemens in writing of any breach of the Services Warranty in Section 3.1 promptly, upon discovery and in no event later than ninety (90) days following completion of the Services (“**Warranty Period**”); otherwise Siemens is not liable for such breach. Siemens shall remedy all such breaches by reperformance of the Services (onsite or remote) within a reasonable time at its own expense. If Siemens is unable to remedy the breach of the Services Warranty in Section 3.1 with commercially reasonable efforts, either party may terminate the Order per the CC Terms, and Siemens shall refund the fees paid for the non-conforming portion of the Services. The Warranty Period on re-performed Services is limited to the earlier of 30 days from the date of reperformance or 90 days from the start date of the original Warranty Period. Any warranty claim is excluded after the expiry of the Warranty Period.

- 3.3 **Exclusions.** Siemens makes no warranty for defects resulting from any cause outside of Siemens' control. Siemens has no liability for the use or implementation of Deliverables, suggestions, or recommendations, including the outcome thereof.
- 3.4 **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 Services, 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.

4. 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.

5. REMOTE ACCESS AND TECHNICAL AND ORGANIZATION PROCESSES

- 5.1 **Remote Access.** Siemens is entitled to provide the Services via remote access through a secure communications platform including but not limited to software updates.
- 5.2 **Technical and organizational process.** Customer shall provide an internet connection (e.g. wired or wireless broadband connections via DSL, UMTS or LTE) that meets the technical requirements of a remote connection at its own expense.
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 the Customer who is familiar with the Customer's service objects and production system must be present onsite.
- 5.3 **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, its service objects, and the hardware and software located thereon, including the immediate installation of updates and patches.
- 5.4 **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.