Gridscale X PSS®E Hybrid Cloud and Gridscale X PSS®E SaaS

Product Specific Supplemental Terms

These Product Specific Supplemental Terms set forth and amend the Standard Terms and Conditions and any applicable Supplemental Terms solely with regards to the Gridscale X PSS®E Hybrid Cloud and Gridscale X PSS®E SaaS Services (herein referred to as 'Cloud') of the Offering. Capitalized terms used herein have the meaning as defined in the Agreement.

Entitlements

1. Authorized Access and Use

A subscription for Cloud Services entitles Customer during the Subscription Term to permit Authorized Users in the Territory to access and use the Cloud Services, solely in accordance with the Entitlements.

The Cloud Services shall not use, nor permit any third party to use, the Cloud Services or any portion thereof to train, fine-tune, or otherwise develop or permanently or temporarily improve any artificial intelligence systems not provided by us, including but not limited to large language models, machine learning algorithms, or other self-learning technologies (“Restricted AI Use”) . This restriction applies regardless of whether such use is for internal, commercial, academic, or research purposes

2. Third Party Use

2.1. Generated Results

Any results (e.g., reports) generated with Cloud Services (in whole or in part) may be used to provide services or products to third parties.

2.2. End-Customer-Services

During the Subscription Term, Cloud Services may not be used to provide End-Customer-Services to End-Customers.

3. Subscription Term

The Subscription Term is set out in the Order and will automatically renew in accordance with either Section 10.1 of the UCA or Section 18 of the General Software and Cloud Supplemental Terms (whichever is agreed with Customer in the Order). There are two types of Subscription Terms offered

a) The Subscription Term for Cloud Services is 12 months with automatic renewal.

b) The subscription term for Cloud Services is 36 months and terminates at the end of the term.

The Subscription Term starts on the date specified in the Order or Subscription Console. If no date is specified, the start date will default to the date the Customer is provided access to the Cloud Services by Siemens.

4. Data Privacy

Siemens acts as Customer's processor of personal data provided by Customer, the product-specific Additional Data Privacy Terms Annex (including list of Subprocessors), available at www.siemens.com/dpt/si will additionally apply.

5. Data Center Locations

Customer Content at rest will be stored

(i) For Customers in North America: United States, AWS data center North Virginia
(ii) For other Customers: Germany, AWS data center Frankfurt

6. High Risk Use

Customer acknowledges and agrees that (i) Cloud Services are 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 Cloud Services and (ii) the outcome from any processing of data through the use of the Cloud Services is beyond Siemens' control. Customer will indemnify Siemens, its Affiliates, its subcontractors, and their representatives, against any third-party claims, damages, fines and cost (including attorney's fees and expenses) relating in any way to any use of Cloud Services for the operation of or within a High Risk System.

7. Third-Party Terms

Further details regarding applicable Third-Party Terms and options to receive OSS source code are available at the following page: https://www.siemens.com/en-us/products/pss-software/pss-cloud-terms/

8. Sector specific regulations

Siemens provides Cloud Services in accordance with recognized state-of-the-art data protection and cyber security standards. Customer is responsible and will ensure that the Cloud Services can be used as contemplated by this Agreement without violating any applicable, country-specific mandatory laws or regulations (including but not limited to any energy sector specific regulations). Customer shall inform Siemens about any applicable, country-specific mandatory laws or regulations that apply additionally to the Cloud Services or Customer using the Cloud Services.

9. Monitoring, Reporting

Regarding user-provided Customer Content, Siemens will not engage in moderation, nor employ guidelines, procedures, measures, tools, or algorithmic decision-making for content moderation.

If there is content on our Cloud Services that Customer or any Authorized User considers illegal, please refer to https://www.siemens.com/global/en/products/energy/grid-software/digitalservicesact.html .

10. Data Use Rights

In addition to the use rights defined in the applicable Standard Terms and Conditions, Customer grants Siemens and its Affiliates and their subcontractors the right to make Systems Information

derived from Customer Content available to Customers and others (e.g. for information and industry trends, benchmarking data) provided that this Systems Information is aggregated with other information so that the original Customer Content is not identifiable. Use of System Information in accordance with this Section will be at Siemens' risk

11. EU Data Act – Right to switch provider / parallel use

For Customers in the European Union purchasing Cloud Services, the terms available at https://www.siemens.com/sw-data-act are incorporated herein by reference and apply where Customer wishes to switch the data processing services provider.

Request access to the EU Data Act document using this link: SI GSW EU Data Act

Documentation relating to any such switch can be found under https://support.industry.siemens.com/cs/de/en/view/109996013

In order to gain access to this document, follow the instructions below

1. Register to SiePortal using the link to SiePortal Registration.
2. Register for the ExtraNet using the link to Extranet.

12. Specific Terms for No-Charge Offerings

Siemens may also change, limit, suspend, or terminate any Cloud Services, which are 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.

13. Order of Precedence

In the event of a conflict between the Order and the Standard Terms and Conditions the following order of precedence applies:

a. Order
b. Product Sheet (Documentation)
c. Product-Specific Supplemental Terms
d. Other Supplemental Terms (if any)
e. Standard Terms and Conditions

Definitions

Affiliate	Any entity that controls, is controlled by, or is under common control with either Party; in this context, "control" means ownership, directly or indirectly, of a majority of the outstanding equity of an entity.
Authorized Agent	An individual who requires access to the Cloud Services in support of ☒ Customer's ☐ Customer's Affiliates'

	permitted use as contractor (e.g. consultant) to access and use the Cloud Services in fulfillment of a contract with Customer.
Authorized User	☒ a Customer's employee ☐ a Customer's Affiliate's employee ☐ an Authorized Agent Each Authorized User must use a unique user identification to access and use the Cloud Services, unless a generic login is expressly permitted in the Order or applicable Documentation. User identifications may not be shared with other individuals. If the number of Authorized Users is limited, Customer] may re-assign the right to and use the Cloud Services between uniquely identified individual Authorized Users over time, but not so frequently as to enable sharing by multiple Authorized Users.
End-Customer Services	Subject to compliance with the terms and conditions for End-Customer Services as stated in section 2.2., services provided by Customer to End-Customers which are based on the Cloud-Services, including access and use the Cloud-Services and corresponding Documentation by End-Customers as part of Customer's own services and products for End-Customer's internal use as end-user.
Documentation	The product description of the Cloud Services, located under https://www.siemens.com/en-us/products/pss-software/pss-cloud-terms/. The Documentation sets forth the characteristics of the Cloud Services and the Entitlements.
High Risk System	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.
Standard Terms and Conditions	Either (a) the Universal Customer Agreement ("UCA") and Digital Service Supplemental Terms, located at http://www.siemens.com/cloud-terms, or (b) the Base Terms, Country Supplemental Terms (if applicable) and General Software and Cloud Supplemental Terms, located at www.siemens.com/terms-of-sale, in each case as indicated in the Order.
Territory	All countries released for use of the Cloud-Services as shown under https://www.siemens.com/en-us/products/pss-software/pss-cloud-terms/