

Product-Specific Supplemental Terms for Gridscale X Cloud Services

These Product Specific Supplemental Terms set forth and amend the Standard Terms and Conditions and any applicable Supplemental Terms solely with regard to the Cloud Services of the Offering. Capitalized terms used herein have the meaning as defined in the Agreement.

These Product Specific Supplemental Terms apply for the following Gridscale X™ Cloud Services: LV Insights, LV Management, DER Insights, Flexibility Manager, Platform.

Entitlements

1. Authorized Access and Use

A subscription for the 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.

2. Third Party Use

2.1. Generated Results

Any results (e.g., reports) generated with the 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, the Cloud Services may not be used to provide End-Customer-Services to End-Customers.

3. Subscription

3.1. Subscription Term

The regular Subscription Term for the Cloud Services is 36 months. The Subscription Term automatically renews 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).

3.2. Commencement Date

The Subscription Term starts on the date specified in the Order or in the 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 or latest 15 days after effective date of Order, whatever comes first.

3.3. Post termination services

Siemens offers to the Customer to support data transfer after expiration or termination of the Cloud Services for up to three (3) months under separately agreed terms and conditions.

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 <https://www.siemens.com/dpt/si> will additionally apply.

5. Data Center Locations

Customer Content at rest will be stored

- For Customers in North America, in the United States.
- For Customers outside North America, in European Union.

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 an 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 <http://siemens.com/grid-software/terms-of-use>

8. Sector specific regulations

Siemens provides the Cloud Services in accordance with recognized European 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). Siemens does not guarantee that the standard functionalities of the Cloud Services ensure compliance with all requirements applicable to the customer and his intended use of the Cloud Services as imposed by regulatory or other competent authorities. 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 (e.g. applicable data transfer restrictions).

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

During and after the term of this Agreement, Customer grants Siemens, its Affiliates, and their subcontractors the following rights:

1. The right to make Systems Information 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 Systems Information in accordance with this Section will be at Siemens' risk.
2. The right to collect, store, analyze, modify, and otherwise use Systems Information to train, develop and improve its products and services, and enhance the overall user experience, provided the original Customer Content is not identifiable in the trained, developed or improved products and services or user experience.

These provisions supplement the usage rights set forth in the Standard Terms and Conditions.

11. Specific Terms for Connected Assets

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

Siemens recommends Customer to integrate the Cloud Services into a holistic, state-of-the-art security concept. Customer shall ensure that any technical amendments and changes made in connection with the Cloud Services to 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.

Siemens 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.

For data processing Siemens depends on Customer's provision of correct Asset Data to Siemens. Customer is responsible to reflect any changes to the sensors, (ii) connectivity disruptions or (iii) any other events which might affect the quality and the correctness of the Asset Data in the data model.

Reports, concepts, suggestions and recommendations contained in the Cloud Services are created by Siemens based on experience and the Asset Data, Telemetry Data or other information provided by Customer. The interpretation, implementation and utilization of reports, concepts, suggestions or recommendations from Siemens is the sole responsibility of Customer. Siemens 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.

12. Specific Terms for Remote Service

Customer acknowledges that the use of VPN technology or any means for secured remote login, remote engineering, or data transfer in connection with the use of the Offering ("Remote Service") may only be used by Customer if Customer is the owner of the system or data that is accessed or transferred by the Remote Service or is legally authorized by the owner of such systems or data to have them accessed or transferred by such Remote Services. Customer acknowledges further that the use of such Remote Services may be subject to local restrictions or prohibitions including but not limited to those regarding encryption (e.g. use of tunnels), data sensitivity (e.g. production-related data), or cross-border traffic in certain countries. It is Customer's responsibility to check if such local restrictions or prohibitions apply and to use the Offering in compliance with applicable law.

13. 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.

14. EU Data Act

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.

Documentation relating to any such switch can be found under [Gridscale X - Terms and Conditions - Siemens Global](#) or will otherwise be provided by Siemens.

15. 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. Specific Documentation
- c. General Documentation for Gridscale X™ Cloud Services
- d. These Product-Specific Supplemental Terms
- e. Other Supplemental Terms (if any)
- f. 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 <ul style="list-style-type: none"><input checked="" type="checkbox"/> Customer's<input type="checkbox"/> 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	<ul style="list-style-type: none"><input checked="" type="checkbox"/> a Customer's employee<input type="checkbox"/> a Customer's Affiliate's employee<input checked="" type="checkbox"/> 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 http://siemens.com/grid-software/terms-of-use or attached to the Order. 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 Services Supplemental Terms, located at www.siemens.com/cloud-terms , or (b) the Base Terms and the 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 (Supported Countries) as shown under http://siemens.com/grid-software/terms-of-use
