

Digital Assets Management – Terms of Use and Rights

1. Subject

1.1 The subject of the present Terms of Use is the use of the Digital Asset Management Database (also referred to hereinafter as the “DAM”).

1.2 The content of the DAM is composed, in particular, of high-resolution pictures, videos and marketing material (referred to hereinafter as the “ASSETS” or in total as the “CONTENT”).

1.3 The purpose of the DAM is to store, manage and make available CONTENT relevant for communications and marketing activity, to inform on the usage rights Siemens has acquired for each ASSET and to ensure documentation of the usage of ASSETS and the respective rights in case of infringement claims by a third party.

1.4 The CONTENT, the DAM and the underlying software are protected by copyright. The user holds a simple, non-exclusive right to use the DAM to store ASSETS and use its CONTENT in accordance with the present Terms of Use. Any forms of use not expressly permitted to the user in the present Terms of Use are prohibited.

2. Access

2.1 Access-authorized users are only employees of Siemens AG and affiliates of Siemens AG within the meaning of Sec. 15 et seq. AktG (*Aktiengesetz* – German Stock Corporation Act), referred to hereinafter as “Affiliates”, as well as third parties engaged by Siemens AG or by an Affiliate to provide defined services.

2.2 Siemens users can login via PKI (ID Card and Windows login). External users must register once for PKI in any Siemens system that provides PKI-access and obtain a personal password to log in with Siemens-PKI. In addition, social login is allowed for trusted partners. Disclosure of access data is not permitted.

3. Extent of the usage right

3.1 The CONTENT may be used only to the extent allowed pursuant to the legal documentation provided for each ASSET and only for the approved purposes. Any restriction of usage must be observed. By using the DAM, the user declares to observe these Terms of Use and the rights relating to the DAM.

3.2 For CONTENT for which there is no full documentation of usage rights, the user must refer to the content owner in order to obtain clearance. If no clearance is given, the usage of the CONTENT is prohibited.

3.3 By downloading CONTENT the user confirms to have read and agreed to the terms of use and to use the respective ASSET only in compliance with the terms of use and the rights/restrictions documented in DAM regarding the respective ASSET.

3.4 By uploading CONTENT the user confirms to have investigated all rights and restrictions that might relate to the ASSETS and all contents depicted within the ASSET, including transfer of copyright, license to use, model release, property release and music release.

3.5 By uploading CONTENT the user declares to have clarified that their intended use of the ASSET and the storage of the ASSET on DAM is in compliance within these Terms of Use and agrees to select appropriate metadata and related rights and restrictions documentation for the ASSET to support its future reuse.

4. Information on the processing of personal data

For the purposes described in Sec. 1.3., any usage and download of CONTENT from the DAM is registered by storing a link to the place where the ASSET is used, a timestamp and the Email address of the user who downloaded

the ASSET in the meta data of the respective ASSET. Further information on the processing of personal data may be found in the [Siemens Intranet Data Privacy Notice](#).

5. Miscellaneous

5.1 The present Terms of Use are subject to the laws of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods is excluded.

5.2 The courts of Munich, Germany shall have jurisdiction and venue for all disputes arising from or in connection with the present Terms of Use.

5.3 The access granted to the DAM may be revoked at any time, particularly in the event of misuse of access or the CONTENT.