

Gridscale X™ PSS®E Copilot

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 Cloud Services of the Offering. Capitalized terms used herein have the meaning as defined in the Agreement.

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 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 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).

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

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. If no Subscription Term is specified in the Order, Option a) applies.

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 in EU: 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 as part of the User Interface as amended from time to time. the following page.

8. Sector specific regulations

Siemens provides the 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 Copilot Services or Customer using the Copilot 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 Copilot Services that Customer or any Authorized User considers illegal, please refer to <https://www.siemens.com/global/en/products/energy/grid-software/digital-servicesact.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. EU Data Act – Right to switch provider / parallel use

For Customers in the European Union purchasing Copilot 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 <https://support.industry.siemens.com/cs/de/en/view/109996013>. Request access to the EU Data Act document using this link: [SI GSW EU Data Act](#)

In order to gain access to this Documentation, 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. Specific Terms for use of AI-Systems

The Artificial Intelligence Terms of Use published at <https://www.siemens.com/en-us/company/customer-partner-terms/sw-terms/ai/> ("AI Terms"), as amended from time to time, apply to all Cloud Services within the Offerings under the Order and are incorporated herein as Supplemental Terms mutatis mutandis.

Customer's right to use, reproduce, and distribute AI-generated output is conditional upon Customer's ongoing compliance with the Agreement.

Customer may only use the Cloud Services in compliance with the following [Usage Policy](#).

Customer and its users must not:

- (a) intentionally bypass, circumvent, or override safety filters, guardrails, or other restrictions established within the Cloud Services, including through prompt injection, jail-breaking, or similar techniques;
- (b) design prompts with the purpose of extracting proprietary or confidential information of Siemens or the underlying AI technology provider; or

Notwithstanding Siemens limitation of support countries, Customer must not access or use the Cloud Services from [countries & regions](#) not [supported by](#) Anthropic.

Customer will indemnify Siemens, its Affiliates, and their subcontractors against any third-party claims, damages, fines, and costs (including attorney's fees) arising from alleged infringement, misappropriation, or violation of intellectual property rights based on Customer's or any user's use, distribution, or deployment of AI-generated output not in compliance with this Agreement.

Siemens may modify these Specific Terms for use of AI-Systems at any time.

14. 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	End-Customer Services are defined as services provided by Customer to his customers which allow access to and use of the Copilot-Services by such customer services, which are subject to compliance with minimum terms and approval by Siemens.
Documentation	The product description of the Cloud Services, as 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") or (b) the Base Terms, Country Supplemental Terms (if applicable) and General Software and Copilot Supplemental Terms, located at www.siemens.com/terms-of-sale , in each case as indicated in the Order.
Territory	USA and Canada