

GENERAL SOFTWARE AND CLOUD SUPPLEMENTAL TERMS (UCA SUPPLEMENT)

These General Software and Cloud Supplemental Terms (“UCA Supplement”) 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 the Offerings in an Order which consist of Software or Cloud Services or a combination of any of the foregoing, and any associated maintenance and support services and Documentation. Capitalized terms used herein have the meaning defined in the Agreement.

1 DEFINITIONS

- 1.1 “AUP” means Siemens’ Acceptable Use Policy available at <https://www.siemens.com/sw-terms/aup> and incorporated herein by reference.
- 1.2 “Cloud Services” means online services and associated cloud-based APIs (application programming interfaces) made available by Siemens under this UCA Supplement, including but not limited to software-as-a-service, platform-as-a-service, cloud hosting services, and online training services, offered alone or in combination with Software. Cloud Services exclude Software, Customer Content, and Third Party Content.
- 1.3 “Content” means data, text, audio, video, images, models, or software.
- 1.4 “Customer Content” means Content entered by Customer or any user into Cloud Services and any output generated by Customer or any user through use of such Cloud Services based on such Content, excluding any Third Party Content or other Content owned or controlled by Siemens or its Affiliates or their respective licensors and made available by Siemens or its Affiliates through or within Cloud Services.
- 1.5 “Documentation” means the instructions for use, learning materials, technical and functional documentation, and API information made available by Siemens with the applicable Offering, in print, online, or embedded as part of a help function, which may be updated by Siemens from time to time.
- 1.6 “Entitlements” means, with respect to any Offering, the license and use types, limits, volume, or other measurement or conditions of permitted use for such Offering as set forth in the applicable Order or Supplemental Terms, including but not limited to any limits or restrictions on the number and categories of users authorized to use such Offering, permitted geographic areas, available storage space, computing power, or other attributes and metrics.
- 1.7 “Siemens IP” means all patents, copyrights, trade secrets, and other intellectual property rights in, related to, or used in the provision or delivery of, any Offering or technical solution underlying any Offering, and any improvement, modification, or derivative work of any of the foregoing.
- 1.8 “Software” means software licensed by Siemens under this UCA Supplement and made available for download or otherwise delivered to Customer for installation, including updates, modifications, design data, and all copies thereof, associated software-based APIs, scripts, toolkits, libraries, reference or sample code, and similar materials.
- 1.9 “Subscription Term” means the time period specified in the Order for which a term-based Offering is made available to Customer. Any renewal constitutes a new Subscription Term.
- 1.10 “Third Party Content” means Content, applications, and services owned or controlled by a third party and made available to Customer through or in connection with Cloud Services.

2 ORDERS

- 2.1 **Delivery.** Unless otherwise set forth in the Order (i) delivery of Cloud Services occurs when Siemens makes Cloud Services available to Customer for access and use, (ii) delivery of Software occurs when Siemens makes Software available to Customer via electronic download from a website specified by Siemens or ships the tangible media containing the Software, and (iii) for an Offering that is comprised of a combination of Cloud Services and Software, delivery occurs when the Software and Cloud Services are made available by Siemens. Software on media will be delivered subject to EXW (Incoterms 2020) for deliveries that occur entirely within the United States, Russia, or China. All other Software will be delivered subject to DAP (Incoterms 2020).
- 2.2 **Payment.** Unless specified otherwise in the applicable Order, Siemens will invoice Customer for fees related to any other Offerings in advance. Without limiting any other remedies available to Siemens, Customer will pay applicable fees for any excess use of an Offering at the then-current price for such Offering within 30 days after the invoice date. Except as expressly set forth in this UCA Supplement, all payment obligations are non-cancelable, and all fees are non-refundable. If Customer has procured an Offering through a Siemens-authorized solution partner, different terms regarding invoicing and payment may apply as specified between Customer and the solution partner. Siemens may

share information with the solution partner related to Customer's use and consumption of the Offerings for account management and billing purposes.

3 USE OF OFFERINGS

- 3.1 **Use Rights.** For Cloud Services contained within an Offering, Siemens grants Customer a nonexclusive, nontransferable, limited right to access and use such Cloud Services for Customer's internal business purposes during the applicable Subscription Term, solely in accordance with the Entitlements and this Agreement. For Software and Documentation contained within an Offering, Siemens grants Customer a nonexclusive, nontransferable, non-sublicensable, limited license to use Documentation and install and use Software for Customer's internal business purposes during the applicable Subscription Term or such other time period specified in the Order, solely in accordance with the Entitlements and this Agreement.
- 3.2 **Users.** The number and categories of users authorized to access an Offering are defined in the Entitlements. Customer will ensure that all users whether accessing an Offering on Customer's behalf, at Customer's invitation, or by invitation of a Customer user, comply with Customer's obligations under this Agreement. The number and categories of users authorized to access an Offering are defined in the Entitlements. Customer will ensure that all users comply with Customer's obligations under this UCA Supplement. If Customer becomes aware of any violation of its obligations under this Agreement by a user or any unauthorized access of the user account, Customer will immediately notify Siemens and terminate the relevant user or user account's access to Offerings. Customer is responsible for any act or failure to act by any user or any person using or accessing the account of a user in connection with this Agreement. Customer acknowledges and agrees that users who submit declarations, notifications, or orders to Siemens are acting on Customer's behalf.
- 3.3 **General Use Restrictions.** Except as authorized in this Agreement, Customer will not, and will not permit any person or entity to, (i) resell, transfer, sublicense, publish, loan, or lease any Offering, or use any Offering for the benefit of any third party without the prior written consent of Siemens, (ii) modify, alter, tamper with, repair, or create derivative works of any Offering, (iii) reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code of any Offering, (iv) use any Offering in a manner that could subject such Offering to any open source software license that conflicts with this Agreement or that does not otherwise apply to such Offering, (v) use any Offering for the purpose of developing or enhancing any product that is competitive with such Offering, or (vi) remove any proprietary notices or legends contained in or affixed to any Offering. Customer will only use APIs identified as 'published' in the Documentation, and only as described therein to support the authorized use of Offerings. Customer may copy Software or Documentation only as required to support use of the Offering as expressly authorized in this Agreement and will ensure that any such copy includes all proprietary notices contained in the Software or Documentation or affixed thereto as received from Siemens. The restrictions set out in this Section do not apply to the extent they conflict with mandatory applicable law.
- 3.4 **Security of Customer Systems.** Customer is responsible for the security of Customer's systems, including Software on Customer's systems, and will take commercially reasonable steps to exclude malware, viruses, spyware, and Trojans from Customer's systems.
- 3.5 **Reservation of Rights.** All Software, Cloud Services, and non-public Documentation are trade secrets of Siemens and its licensors. Siemens or its licensors retain title to and ownership of Software, Cloud Services, Documentation, and Siemens IP. Siemens reserves all rights in Offerings and Siemens IP not expressly granted in this Agreement.
- 3.6 **No-Charge Offerings; Previews.** All (i) Offerings provided at no charge to Customer ("**No-Charge Offerings**"), and (ii) features or services offered at no extra charge as part of Cloud Services prior to their general release that are labeled or otherwise communicated to Customer as 'preview', 'pre-release', 'early access', or 'non-general release' ("**Previews**"), are provided "AS IS" without warranty, indemnity, support, or other commitments. Siemens may change, limit, suspend, or terminate any Previews at any time. Customer acknowledges that Previews are not ready for production usage, and that Customer's use of any Previews is at its sole risk and discretion. Customer will only use No-Charge Offerings identified on an Order as being 'demo', 'test', 'evaluation', 'beta', or similar for internal test and evaluation purposes, and not for production or other commercial purposes.

4 ADDITIONAL TERMS FOR SOFTWARE

The following additional terms apply to any Software contained within an Offering:

Software is provided in object code form only, unless otherwise specified in this Agreement. To the extent that any Software is provided by Siemens in source code form, Customer may only use that Software to modify or enhance the applicable Offering that such Software is a part of, and, as between the parties, all such modifications or enhancements will be owned by Siemens and subject to the license set forth in Section 3.1. Customer hereby consents to the installation of Software on systems used by Customer, as may be facilitated by Cloud Services.

5 ADDITIONAL TERMS FOR CLOUD SERVICES

The following additional terms apply to any Cloud Services contained within an Offering:

- 5.1 **Service Level Agreements.** During the Subscription Term, Siemens will comply with the applicable service level agreements for Cloud Services as set forth in any applicable Supplemental Terms.
- 5.2 **Changes to Cloud Services.** Cloud Services may be modified, discontinued, or substituted by Siemens from time to time. During a Subscription Term, Siemens will not materially degrade core features or functionalities of Cloud Services or discontinue Cloud Services without making available substitute Cloud Services, except as necessary to address (i) new legal requirements, (ii) changes imposed by Siemens' vendors or subcontractors (e.g. the termination of Siemens' relationship with a provider of software or services which are required for the provision of such Cloud Services), or (iii) security risks that cannot be resolved in a commercially reasonable manner. Siemens will notify Customer of any such material degradation or discontinuation of Cloud Services as soon as reasonably practicable, and Customer may terminate the Order for the applicable Offering upon written notice to Siemens, which termination right must be exercised within 30 days after receipt by Customer of the notice of such degradation or discontinuation. In the event of such termination or discontinuation of Cloud Services, Siemens will refund any prepaid fees for the applicable Offering on a pro-rata basis for the remainder of the Subscription Term for that Offering.
- 5.3 **Use of Messaging Services.** Customer may use Cloud Services to send emails or other messages to users and third parties. Customer is solely responsible for any such messages and their content. Messages may be blocked, delayed, or prevented from being delivered by destination servers and other reasons outside of Siemens' control, and there is no warranty that messages will reach their intended destination in a given timeframe.
- 5.4 **Out of Scope.** Any contractual relationship regarding Third Party Content is solely between Customer and the relevant third party vendor and may be governed by separate terms made available by Siemens with or as part of Third Party Content. Siemens will have no responsibility for Third Party Content or Customer's use of such Third Party Content. Cloud Services specifically exclude (i) access to the internet or any other network, (ii) suitable connectivity or any other resources necessary for accessing or using Cloud Services, and (iii) the transmission of Content to and from the exit of the wide area network of the data centers used by Siemens to provide Cloud Services.
- 5.5 **Acceptable Use Policy; Indemnity.** Customer will comply, and ensure that all users of any Offering comply, with the AUP. 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 (i) any violation of the AUP by Customer or any user, (ii) any violation of laws, regulations, or rights of others by Customer's or any user's use of any Offering, or (iii) Customer Content.
- 5.6 **Ownership and Use of Customer Content.** Siemens will not acquire any title to or ownership of Customer Content by virtue of this Agreement. Siemens and its subcontractors will use Customer Content only for the purpose of providing Offerings, or as otherwise permitted by this Agreement or agreed by the parties. Customer is responsible for the content, management, transfer, use, accuracy, and quality of Customer Content and the means by which Customer acquires such Customer Content. Siemens recommends Customer confirm the geographic area in which Customer Content will be stored, which may be outside the country in which Customer is located. Customer will ensure that Customer Content can be processed and used as contemplated by this Agreement without violating any rights of others or any laws or regulations.
- 5.7 **Protection of Customer Content.** Cloud Services will be provided using processes and safeguards designed to protect the integrity and confidentiality of Customer Content. Customer remains responsible for taking appropriate steps regarding protection, deletion, and retrieval of Customer Content, including by maintaining backup copies. Some Cloud Services may provide features that allow Customer to share Customer Content with third parties or make Customer Content public through use of certain Cloud Services. If Customer elects to use such features, Customer Content may be

accessed, used, and shared by third parties to whom Customer provides such access or shares such Customer Content, and Customer's election to use such features is at its sole discretion and risk.

6 DATA

- 6.1 **Security and Data Privacy.** Each party will comply with applicable data privacy laws governing the protection of personal data in relation to their respective obligations under this Agreement. Where Siemens acts as Customer's processor of personal data provided by Customer, the Data Privacy Terms available at <https://www.siemens.com/dpt>, including the technical and organizational measures described therein, apply to the use of the relevant Offering and are incorporated herein by reference.
- 6.2 **Systems Information.** Siemens and its Affiliates and their subcontractors may collect and derive information, statistics, and metrics regarding usage, operation, support, and maintenance of the Offerings or from Customer Content (collectively, "**Systems Information**"), and may use Systems Information to support, maintain, monitor, operate, develop, and improve its products and services or enforce its rights, provided that any Systems Information derived from Customer Content is aggregated with other information so that the original Customer Content is not identifiable. Siemens may disclose Systems Information to a Siemens-authorized solution partner solely to the extent reasonably required for such partner to fulfill its support obligations to Customer. To determine unauthorized use of Software licenses, Siemens reserves the right to embed a reporting mechanism in Software. Systems Information is Confidential Information.

7 WARRANTIES AND DISCLAIMERS

- 7.1 **Software Warranty.** Siemens warrants that Software will perform substantially in accordance with the features and functionalities described in the Documentation for a period of 90 days following the date the Offering is initially made available to Customer. To the extent permissible under applicable law, as Siemens' entire liability and Customer's sole and exclusive remedy for a breach of this warranty, Siemens will, at its option (i) correct errors or provide work-arounds, (ii) replace defective Software, or (iii) require Customer to return the defective Software, terminate the Order for the non-conforming Offering, and refund fees paid for such Offering. The warranty for Software excludes (a) No-Charge Offerings, (b) Software provided upon re-mix, (c) Software that is designated as retired or not generally supported as of the date of the Order, (d) Software made available under the maintenance services terms set forth in any applicable Supplemental Terms, and (e) issues, problems, or defects arising from use of Software not in accordance with the terms of this Agreement.
- 7.2 **Cloud Services Warranty.** Siemens warrants that Cloud Services will perform substantially in accordance with the features and functionalities described in the Documentation. To the extent permissible under applicable law, as Siemens' entire liability and Customer's sole and exclusive remedy for a breach of this warranty, at its option (i) Siemens will use commercially reasonable efforts to restore the non-conforming Cloud Services so that they comply with this warranty, or (ii) if such restoration would not be commercially reasonable, Siemens may terminate the Order for the non-conforming Offering and refund any prepaid fees for such Offering on a pro-rata basis for the remainder of the Subscription Term for that Offering. The warranty for Cloud Services excludes (a) No-Charge Offerings and Previews, and (b) issues, problems, or defects arising from Customer Content, Third Party Content, or use of Cloud Services not in accordance with the terms of this Agreement.
- 7.3 **Disclaimers.** Siemens makes only the limited warranties expressly stated in this Agreement, and disclaims all other warranties including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. Siemens does not warrant or otherwise guarantee that (i) reported errors will be corrected or support requests will be resolved to meet Customer's needs, (ii) Offerings or any Third Party Content will be uninterrupted, error free, fail-safe, fault-tolerant, or free of harmful components, or (iii) any Content, including Customer Content and Third Party Content, will be secure or not otherwise lost or damaged. Representations about Offerings or features or functionality in any communication with Customer constitute technical information, not a warranty or guarantee.

Customer is responsible for assessing the suitability of each Offering for Customer's intended use, selecting the Offering necessary to achieve Customer's intended results, and for the use of Offerings. By using an Offering, Customer agrees that such Offering meets Customer's requirements to enable compliance with applicable laws. Customer will obtain, at its own expense, any rights, consents, and permits from vendors of software and services used by Customer in connection with any Offering which are required for such use. Customer agrees that Orders are not contingent on any future features or functionality of Offerings.

Siemens does not control Customer's processes or the creation, validation, sale, or use of Customer's (or any client of Customer's) products or services and will not be liable for any claim or demand made against Customer by any third party, except for Siemens' obligations to indemnify Customer against infringement claims as expressly set forth in this Agreement.

8 RENEWAL, SUSPENSION, TERMINATION

- 8.1 **Subscription and Renewals.** If indicated on the Order or otherwise agreed by the parties in writing or in an electronic system made available by Siemens, the Subscription Term for the applicable paid Offering will automatically renew for successive Subscription Terms unless either party notifies the other at least 60 days prior to the end of the then-current Subscription Term that it has elected not to renew. Any renewed Subscription Term will be the same length as the preceding term or 12 months, whichever is greater. The then-current Agreement as made available under links referenced in this Agreement or Order or as made available to Customer by other means will apply for the following Subscription Term in lieu of this Agreement. The fees during any renewed Subscription Term will be the same as those charged during the preceding Subscription Term, unless (i) Siemens notifies Customer about different future fees at least 90 days prior to the end of the then-current Subscription Term or (ii) fees for the renewed Subscription Term(s) are specified on the Order.
- 8.2 **Suspension.** Siemens may suspend or limit Customer's or any user's access to and use of Offerings, in whole or in part, immediately (i) if Siemens reasonably determines that the use of the Offering poses a security risk to the Offering, Siemens, or any third party, or subjects Siemens or any third party to liability, or (iii) upon the occurrence of any of the circumstances that give Siemens the right to immediate termination under Section 8.3. Suspension or limitation will not limit any other rights available to Siemens under this UCA Supplement, will not relieve Customer of its obligation to pay fees, and will be lifted when the reason for such suspension or limitation no longer exists.
- 8.3 **Termination.** Neither party will terminate an Order for convenience during the applicable Subscription Term. Either party may terminate an Order for a particular Subscription Term based Offering with immediate effect in the event of the other party's material breach of this UCA Supplement which remains uncured for a period of 30 days from receipt of notice specifying the breach; provided that such termination will only be effective with respect to the Offering affected by the material breach. Siemens may immediately terminate any or all Orders or this Agreement upon notice to Customer in the event of Customer's unauthorized installation or use of Siemens software, any breach by Customer of Sections 2.2, 3, 5.5, 9.3 of the UCA Supplement or Sections 10 or 11.2 of the CC Terms, or in order to comply with applicable law or the requests of government authorities.
- 8.4 **Effect of Expiration or Termination.** Upon expiration of the applicable Subscription Term or termination of any Order for one or more Offerings or this Agreement for any reason, Customer's rights to access, use, or receive the affected Offering(s) automatically terminate. Customer will immediately cease using the affected Offering(s), remove and destroy all Software and other Siemens Confidential Information relating to such Offering in its possession or control, and certify such removal and destruction in writing to Siemens. Customer may retrieve Customer Content available for download for a period of 30 days after expiration or termination, provided Customer is in compliance with this Agreement and pays any applicable fees. After such period, all Customer Content may be deleted. Termination of this Agreement or any Order for one or more Offerings will not relieve Customer of its obligation to pay the total fees set forth in any Order, which fees will become due and payable immediately upon termination. In the event of Customer's termination for Siemens' material breach in accordance with Section 8.3, Siemens will refund a reasonable portion of any prepaid fees on a pro-rata basis for the remainder of the Subscription Term for the affected Offering(s). Sections 2.2, 3.3, 3.4, 3.5, 3.6, 6.2, 7.3, 8.4, 9.3 of the UCA Supplement and Sections 5.6, 7, 10, 11.9 of the CC Terms survive termination of this Agreement.

9 OTHER

- 9.1 **License Rights Applicable to the U.S. Government.** Offerings are commercial products that were developed exclusively at private expense. If Offerings are acquired directly or indirectly for use by the U.S. Government, then the parties agree that such are considered 'Commercial Items' and 'Commercial Computer Software' or 'Computer Software Documentation', as defined in 48 C.F.R. §2.101 and 48 C.F.R. §252.227-7014(a)(1) and (a)(5), as applicable. Offerings may only be used under the terms of this Agreement as required by 48 C.F.R. §12.212 and 48 C.F.R. §227.7202. The U.S. Government will only have the rights set forth in this Agreement, which supersedes any conflicting terms or conditions in any government order document, except for provisions which are contrary to applicable mandatory federal laws.

Siemens will not be required to obtain a security clearance or otherwise be involved in accessing U.S. Government classified information.

- 9.2 **Notices.** Siemens may notify Customer under this Agreement by (i) posting a notification on Cloud Services or on the administrative user account that Customer maintains with Siemens to manage subscriptions to Offerings (“**Subscription Console**”), (ii) sending an email or other text message to the address or contact number provided by Customer for business contact or then-associated with the Subscription Console, or (iii) sending an email to relevant users. It is Customer’s responsibility to regularly visit Cloud Services and the Subscription Console and to always provide Siemens with current email addresses of Customer representatives. If Customer does not comply with such obligation or if Customer’s receipt of a notice fails because of technical issues related to equipment or services which are under Customer’s or Customer subcontractors’ control, notices will be deemed to have been provided to Customer three days following the date of such notice. Notwithstanding the foregoing, notices regarding claims or disputes will always be sent to the party’s address as specified in the applicable Order. A party may change its address for receipt of notice by delivery of written notice to the other party.
- 9.3 **Export Control Compliance.** In addition to section 9 of the CC Terms, Customer shall not, unless permitted by the Export Regulations or respective governmental licenses or approvals, (i) download, install, access or use the Software, Cloud Services and/or Documentation from or in any location prohibited by or subject to comprehensive sanctions (currently Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk and Luhansk regions of Ukraine) or to license requirements according to the Export Regulations; (ii) grant access to, transfer, (re-)export (including any ‘deemed (re-)exports’), or otherwise make available the Software, Cloud Services and/or Documentation to any individual or entity designated on a sanctioned party list of the Export Regulations; (iii) use the Software, Cloud Services and/or Documentation for any purpose prohibited by the Export Regulations (e.g. use in connection with armaments, nuclear technology or weapons); (iv) upload to the Cloud Services platform any Customer Content unless it is non-controlled (e.g. in the EU: AL = N; in the U.S.: ECCN = N or EAR99) and (v) facilitate any of the aforementioned activities by any user. Customer shall provide any user(s) with all information necessary to ensure compliance with the Export Regulations.