



SCM STAR

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Siemens SCM STAR Portal — Terms of Use for Suppliers

SIEMENS

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1. Scope

- 1.1 Siemens Aktiengesellschaft operates through a third-party provider, who is bound to confidentiality, the internet-based SCM STAR Portal (hereinafter “the Portal”). With the Portal, Siemens Aktiengesellschaft provides a platform on which suppliers and ordering entities of Siemens Aktiengesellschaft as well as of subsidiaries according to §§ 15 et seq. German Stock Corporation Act (hereinafter “SIEMENS”) administer supplier and contract information and electronic procurement processes (“Purpose”). These Terms of Use regulate the use of the Portal by Suppliers.
- 1.2 By accessing the Portal, the Supplier agrees to be bound by these Terms of Use. In case of conflicts between separate agreements in writing between the Supplier and SIEMENS and these Terms of Use, the separate agreements shall prevail.
- 1.3 SIEMENS reserves the right to modify the services offered via the Portal, to subcontract the services to third parties, to assign the services to its subsidiaries or to discontinue the offering of the services at any time.

2. Registration and Login Data

- 2.1 Access to and use of the Portal are restricted to invited and registered Suppliers.
- 2.2 When registering, the Supplier must provide full and accurate information. Should such information change over time, the Supplier shall update the data directly in the Portal.
- 2.3 Upon completion of the registration process and successful activation of the Supplier’s account, the Supplier will receive confirmation of registration by e-mail.
- 2.4 The access to the Portal is protected by two-factor authentication or a username and a password. SIEMENS will provide the initial login data to the Supplier by e-mail.
- 2.5 The Supplier shall ensure that the login data are not accessible to third parties and shall be liable for all transactions and other activities carried out using the login data, unless the Supplier can prove that the login data did not become known to third parties through any fault of its own. After each session, the user shall log off from the login-protected area. Should the Supplier become aware that third parties have gained access to or are misusing the login data, the Supplier is obliged to inform SIEMENS without delay by e-mail to s2c_support.scm@siemens.com.
- 2.6 SIEMENS may suspend the Supplier’s access to the login-protected area without prior notice and without giving any reason, e.g. if SIEMENS has reasons to believe that the login data may be misused by third parties or if the Supplier has been added to a sanctioned party list. A reactivation may require a separate request by the Supplier to SIEMENS or a re-registration.
- 2.7 The Supplier shall ensure that it is capable of receiving e-mails under the e-mail address specified during registration and furthermore shall ensure that a proper mobile number is maintained for user authentication.

3. Rights of Use in Relation to Content, Information and Documentation

- 3.1 In the Portal, SIEMENS may make available content, information and documentation. Use of this content, information and documentation is subject to these Terms of Use.
- 3.2 SIEMENS grants the Supplier a non-exclusive and non-transferable right to use the content, information and documentation provided in the Portal to the extent agreed, or in the event of no such agreement, to the extent of the purpose intended by SIEMENS when making the same available.

- 3.3 SIEMENS does not grant to the Supplier any license in the Portal or the software used for its operation or any parts thereof, except to use the Portal in accordance with these Terms of Use.
- 3.4 Unless such is permitted by mandatory applicable laws, the Supplier shall not modify the software or related documentation, nor shall it reverse-engineer or decompile the software or separate any part thereof.
- 3.5 Content, information and documentation must not at any time be distributed by the Supplier to third parties, nor may it be made available to third parties in any other way except where such distribution to the specific third party is expressly permitted by SIEMENS.
- 3.6 Notwithstanding the other provisions of this Section 3 of these Terms of Use, information, brand names and other content of the Portal must not be modified, copied, reproduced, sold, rented out, used, supplemented or otherwise exploited in any way without the prior written consent of SIEMENS.
- 3.7 Except for the rights of use and other rights expressly granted herein, no other rights are granted to the Supplier, especially in (including but not limited to) the company's name or industrial property rights, such as patents, brands or utility models, nor shall any duty to grant such rights be implied.

4. Duties of Supplier

- 4.1 While using the Portal, the Supplier shall not:
 - provide incorrect information;
 - manipulate the outcome of eBiddings or eAuctions (e.g. by providing offers under a false name);
 - harm other persons, in particular minors, or infringe their personal rights;
 - provide any information which is offensive to public morality or illegal;
 - infringe intellectual property or any other proprietary rights or breach any duty or obligation of confidentiality, upload any content containing a virus, malware or any software code which could damage the software or the computer systems of SIEMENS, the operator of the Portal or other users;
 - submit hyperlinks or content to which the Supplier is not entitled, in particular in cases where such hyperlinks or content infringe confidentiality obligations or are illegal; or
 - use the Portal in any way that is not intended by its Purpose, e.g. Supplier shall not distribute advertising or unsolicited e-mails (so-called "spam") or hoax warnings, or solicit or request participation in any lottery, pyramid selling, chain letter or similar promotion.
- 4.2 The Supplier shall at its own expense set up a properly functioning computer configuration and internet access (e.g. Microsoft Edge, Google Chrome, Mozilla Firefox), which shall enable it to use the services offered in the Portal. Details of the required configuration may be found on the Portal website.
- 4.3 For the purpose of operation and use of the Portal or for business relationships between the Supplier and SIEMENS, the Supplier hereby grants SIEMENS a perpetual, non-exclusive, royalty-free, world-wide license to use, reproduce, edit (without changing its substance), perform and display in full or in part content submitted by the Supplier to the Portal or otherwise provided by the Supplier to SIEMENS in connection with the use of the Portal. SIEMENS has the right to sublicense or assign the aforementioned rights to third-party providers and to subsidiaries of SIEMENS. The Supplier guarantees that it is authorized to grant to SIEMENS the rights listed in this subsection.
- 4.4 The Supplier shall ensure the correctness and completeness of the data submitted to the Portal and shall update such data on a regular basis. SIEMENS does not assume any responsibility or liability for the content provided by the Supplier. SIEMENS is not obliged to check the content provided by the Supplier to SIEMENS for accuracy. The Supplier shall indemnify and hold harmless SIEMENS against all third-party claims against SIEMENS in connection with the content.
- 4.5 SIEMENS may suspend access to the Portal at any time if the Supplier breaches the obligations imposed by these Terms of Use and may delete all material and content relating to the breach. Expenses incurred by SIEMENS in so doing may be charged to the Supplier.

5. Hyperlinks and Third-Party Content

- 5.1 The Portal may contain hyperlinks to the web pages of third parties. In addition, third parties are able to upload content to the Portal. SIEMENS accepts no liability for the content of third-party web pages and third-party content provided in the Portal and does not make any representations to the effect that such web pages or their content are its own, as SIEMENS does not control and is not responsible for this information.
- 5.2 Supplier's use of such uploaded information and web pages is at Supplier's own risk.

6. Availability, Liability

- 6.1 SIEMENS does not guarantee the permanent availability of the Portal. Due to the nature of the Internet, the time and quality of the data transmission depends on factors outside of SIEMENS' control. With the currently available technology, it is not always possible to develop and run error-free software and hardware and to exclude all the uncertainties related to the Internet. Moreover, interference may occur as a result of overload of networks, hardware or software problems, and/or other technical problems affecting SIEMENS and/or third parties.
- 6.2 Insofar as any information, software or documentation is made available at no cost, any liability for defects as to quality or title of the information, software and documentation, especially in relation to the correctness or absence of defects, or the absence of claims or third-party rights or in relation to completeness and/or fitness for purpose, is excluded, except for cases involving willful misconduct or fraud.
- 6.3 Any further liability of SIEMENS is excluded unless required by law, e.g. under the Act on Product Liability or in cases of willful misconduct, gross negligence, personal injury or death, failure to meet guaranteed characteristics, fraudulent concealment of a defect or in case of breach of fundamental contractual obligations. Damages in case of breach of fundamental contractual obligations are limited to the contract-typical, foreseeable damage if there is no willful misconduct or gross negligence.
- 6.4 SIEMENS shall not be responsible for the Supplier's Internet access (see subsection 4.2). SIEMENS therefore excludes, insofar as is permitted by law, any liability for disruption to the performance of services under the terms of this agreement, where such disruption is caused by a lack of Internet availability or by reduced Internet availability.
- 6.5 Although SIEMENS makes every endeavor to keep the Portal free from viruses, SIEMENS cannot make any guarantee that it is virus-free. The Supplier shall, for its own protection, take the necessary steps to ensure appropriate security measures and shall utilize a virus scanner before downloading any information, software or documentation.
- 6.6 This Section 6 does not intend nor imply any changes to the burden of proof to the Supplier's disadvantage.

7. Non-Disclosure

- 7.1 When SIEMENS, the Supplier or another user of the Portal disclose to each other information marked as "confidential" or marked in a similar manner or obviously confidential by its nature (such information is considered as "Confidential Information"), the receiving party shall use such information only for the purpose for which it has been provided, and shall prevent third parties from gaining access to it, and treat it the same way as its own business secrets (but at least with reasonable care). This confidentiality obligation shall end 5 years after the disclosure of the Confidential Information.
- 7.2 SIEMENS may disclose Confidential Information to subsidiaries within the Siemens group. It is only used in connection to the business relationship with the Supplier and/or for operation and use of the Portal.
- 7.3 The above confidentiality obligation does not apply to information:
 - a) Which is publicly known.

- b) Which can be shown to have been independently developed by the receiving party.
- c) Which has been acquired from a third party without breach of a confidentiality obligation by such third party.
- d) Which the receiving party is required to reveal by statutory regulations or governmental or court orders for the purpose of complying with such regulations or orders.

8. Compliance with Export Control Regulations

- 8.1 The Supplier shall comply with all applicable sanctions, embargoes and (re-) export control regulations, and, in any event, with those of the European Union, the United States of America and the jurisdiction in which the Portal is made available to the Supplier (collectively “Export Regulations”).
- 8.2 In particular, the Supplier shall not, unless permitted by the Export Regulations or respective governmental licenses or approvals, (i) access or use the Portal from any location prohibited by or subject to comprehensive sanctions or license requirements according to the Export Regulations; (ii) grant access, transfer or otherwise make available the Portal and information provided therein to any individual or entity designated on a sanctioned party list of the Export Regulations; (iii) use the Portal or the information provided therein for any purpose prohibited by or otherwise not in compliance with the Export Regulations (e.g. use in connection with armaments, nuclear technology or weapons); (iv) upload to the Portal any content unless it is non-controlled (e.g. in the EU: AL = N; in the U.S.: ECCN = N or EAR99).
- 8.3 The Supplier shall provide any individual or entity to whom the Supplier grants access, transfers or otherwise makes available the Portal or information provided therein (collectively “User(s)”) with all information necessary to ensure compliance with the Export Regulations. The Supplier shall (i) be responsible for the use of the Portal and information provided therein by any User; (ii) procure to pass on all of the Supplier’s obligations under these Terms of Use to each User; (iii) ensure that all Users comply with the Supplier’s obligations under these Terms of Use. Should the Supplier become aware of any violation of its obligations under these Terms of Use, the Supplier shall immediately terminate the relevant User’s access to the Portal and information provided therein.
- 8.4 If required to enable authorities or SIEMENS to conduct export control checks, the Supplier, upon request by SIEMENS, shall promptly provide SIEMENS with all information pertaining to the User(s), the intended use and the location of use of the Portal and information provided therein.
- 8.5 The Supplier shall indemnify and hold harmless SIEMENS from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with Export Regulations by the Supplier and/or User(s), and the Supplier shall compensate SIEMENS for all losses and expenses resulting thereof, unless such noncompliance was not caused by fault of the Supplier. This provision does not imply a change in burden of proof.
- 8.6 SIEMENS shall not be obliged to fulfill an agreement if such fulfillment is prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargoes or other sanctions. The Supplier acknowledges that SIEMENS may be obliged under the Export Regulations to limit or suspend access by the Supplier and/or User(s) to the Portal.

9. Data Privacy

Siemens shall comply with applicable laws on data privacy. For information on the collection, processing and use of personal data collected via the Portal, please refer to Siemens’ Data Privacy Policy accessible on the “Supplier Portal” site and / or on www.siemens.com.

For Chinese users: Please be aware that your personal data will be collected and stored outside China.



10. Place of Jurisdiction, Applicable Law

- 10.1 The place of jurisdiction shall be Munich if the Supplier is a merchant in terms of the German Commercial Code (Handelsgesetzbuch).
- 10.2 The Portal is intended to comply with the law applicable in Germany. SIEMENS makes no representation that information, software and/or documentation related to the Portal are appropriate or available for viewing or downloading at locations outside of Germany. If Suppliers access the Portal from outside of Germany, the Supplier is exclusively responsible for compliance with all applicable local laws. Access to the Portal from countries where such content is unlawful is prohibited. In this case and where the Supplier seeks to do business with SIEMENS, the Supplier should contact the SIEMENS representative for the particular country-specific business.
- 10.3 These Terms of Use shall be governed by - and all disputes relating to or in connection with these Terms of Use or their subject matter shall be resolved in accordance with - the laws of Germany, to the exclusion of its conflict of laws rules. The application of the United Nations Convention on Contracts for the International Sales of Goods (CISG) of 11 April 1980 is excluded.

