

## Test Agreement for Cloud Services

This Test Agreement for Cloud Services (hereinafter "**Test Agreement**") is offered by Siemens Industry, Inc. with an office located at 100 Technology Drive, Alpharetta, Georgia 30005 (hereinafter "**Siemens**" or "**we**" or "**us**") to the company or legal entity that you represent (hereinafter "**you**" or "**your**"), contingent upon and subject to your acceptance of and adherence to the terms and conditions of this Test Agreement and any referenced document, amendment, attachment or addendum thereto (hereinafter "**Attachments**").

Carefully read this Test Agreement. By clicking the "accept" or "agree" button, or otherwise accessing or using the Services, you agree on behalf of the company that you represent to be bound by the terms and conditions of this Test Agreement including any Attachments hereto. If you do not agree to all of the terms and conditions of this Test Agreement, do not click the "accept" or "agree" button or access or use the Services.

### 1. Services

You are entitled to test and evaluate the Services described herein and provided to you on the Virtual Lab ("VLAB"), during the test period, in accordance with the Test Agreement.

Services	We will provide you an online Account during the test period to enable your access to the hosted Services on a free-of-charge-basis and solely for your non-productive testing use, consisting of the Service elements as described in the respective environment allocated to you on the VLAB.
Total number of Users permitted	We will provide you with one Account per named user which must not be shared with anyone else.
Restrictions	<p><b><u>The Services are not eligible for the processing of personal data and we do not act as a processor of personal data.</u></b></p> <p>The employees may only access the Account from the country of the registered seat of your company. The Account can only be used by the named users.</p> <p>The Services do not permit you to backup or download the work you create while using the Services and/or Service elements. With that in mind, you acknowledge and agree that any configurations, designs, objects, data, or any other items or objects that you create within, and while using, the Services cannot be backed up or downloaded and will no longer be available to you after the end of your test period and Siemens is under no obligation to retain or make such information available to you during, or after the end of, your test period.</p>
Location of data centers used by us for the storage of Your Content at rest	The data center is located as indicated in the respective environment allocated to you on the VLAB.
Start and end date of test period	The test period starts and ends as indicated in the respective environment allocated to you on the VLAB. Precondition for the provision of your Account is a successful export control assessment conducted by us.

Siemens Contact E- Mail	Please use the Siemens contact details indicated in the respective environment allocated to you on the VLAB.
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## 2. General Provisions

- 2.1. Applicable documents. The provision of Services is governed by the Test Agreement. This document, the Test Terms and the Acceptable Use Policy attached hereto form an integral part of the Test Agreement. In the event of a conflict or inconsistency between the documents they prevail in the following descending order: (i) this Test Agreement; (ii) the Test Terms; (iii) the Acceptable Use Policy; and (iv) Siemens US Terms of Use for Guest Users (February 2022).
- 2.2. Definitions. Unless otherwise defined herein, all capitalized terms used in this document shall have the meaning given to them in the Test Terms.

## 3. Attachments

Test Terms for Cloud Services, (July 2021)  
Acceptable Use Policy (January 2018)  
Siemens US Terms of Use for Guest Users (February 2022)

## Test Terms for Cloud Services

July 2021

### 1. **Subject Matter and Scope**

1.1. **Parties.** These Test Terms for Cloud Services (“**Test Terms**”) are part of the agreement between the Siemens entity (“**Siemens**”, “**we**”, “**us**”, or “**our**”) and the contracting person or entity (“**you**” or “**your**”) indicated in the document that references these Test Terms (“**Test Agreement**”). We and you are referred to individually as a “**Party**” and collectively as the “**Parties**”.

1.2. **Test Agreement.** These Test Terms govern your use of certain Services provided to you by us on or in relation to a cloud-based Platform. These Test Terms incorporate by reference the Acceptable Use Policy attached to the Test Agreement

1.3. **Third Party Software.** Third Party Software, even if included in the Services, are governed by separate license terms, including without limitation, third party license terms, other Siemens software license terms, and open source software license terms. Such separate license terms (and not this Test Agreement) solely govern your use of the Third Party Software.

1.4. **Definitions.** Capitalized terms used in this document shall have the meaning ascribed to them in Section 9 or elsewhere in this document.

1.5. **Out of Scope.** The Services always exclude: (i) the provision of any software or services that are not provided to you by Siemens (including applications or on-premises software provided by Third Parties and external websites), even if they interoperate with the Services, can be accessed from the Services or are offered in an online marketplace provided by Siemens; (ii) the transmission of data or software to and from the exit of the wide area network of the data centers used by us to provide the respective Service; and (iii) any hardware intended for the connection of devices, systems, or other equipment to the Platform. You are responsible for securing and maintaining an internet connection and suitable connectivity to the Services at your own expense.

### 2. **Use of Services**

2.1. **Use Rights.** We grant you the non-transferable, non-sublicensable, time-limited (for the agreed test period), royalty-free and revocable right to access and use the Services for your internal purposes of testing and evaluating the Services as end-users and for providing feedback to Siemens, subject to the limitations set out in the Test Agreement. Use of the Services in a production environment is not permitted. In any case, Services may only be accessed by the named user via their Account using access credentials provided by Siemens at your request.

2.2. **Credentials.** You and your employees shall: (i) carefully store access credentials and security tokens and protect them from unauthorized access; (ii) not gain access to the Services by any means other than your Account or other means permitted by us; (iii) not circumvent or disclose the authentication or security of your Account, the Platform or any host, network, or account related to the Platform; (iv) not use a false identity or credentials of another person to gain access to your Account, the Platform or

the Services; and (v) ensure that any credentials are used only by the individual who was granted the credentials. We may change access credentials if we determine in our reasonable discretion that a change is necessary.

2.3. **Responsibility for Users and Other Persons.** You are responsible for all activities that occur under your Account and any use of the Services by any User, your employees or any Third Party to whom you facilitate or permit access to the Services and all liabilities or other consequences arising therefrom as if they were your own acts. This does not apply to the extent damage or breach is caused by our violation of the Test Agreement. You will ensure that all Users, your employees and any Third Party to whom you facilitate or permit access to the Services, comply with your obligations under the Test Agreement. Should you become aware of any violation of your obligations under the Test Agreement, you will immediately terminate the relevant person’s access to the Services. You acknowledge and agree that your Users who submit declarations or notifications to us act on your behalf and have the legal authority to bind you.

2.4. **Your Obligations when Using Services.** You are responsible to ensure that your use of the Services always complies with the Laws. You shall (i) obtain, at your own expense, any rights, consents and permits from vendors of software and services used by you in connection with the Services which are necessary for Siemens and its subcontractors to provide the Services and (ii) always keep up to date any software that we provide to you as part of the Services by installing updates and patches as they become available. You shall remain responsible for the security of your systems and of on-premises hardware and software. In case you fail to comply with your obligations defined in this Section you shall indemnify Us against any or all claims, penalties, damages or losses that arise in relation to this Test Agreement.

2.5. **Information Obligations.** If you become aware of any of the following actual or potential events you shall promptly provide us with reasonable information and assistance regarding their mitigation and resolution: (i) unauthorized use of your Account; (ii) loss or theft of your Account information; (iii) circumstances or incidents affecting the security of the Platform or Services; or (iv) measures by authorities or court decisions specifically relating to your use of Services or the Platform which may affect the Platform or the Services.

2.6. **Your Content.** You are solely responsible for the development, content, management, use, and quality of Your Content and how you acquire and transfer Your Content to Us. This includes: (i) taking steps to maintain legally required or otherwise appropriate security and protection, including backup and archiving, of Your Content; (ii) any document retention or archiving obligations resulting from Laws or company policies; and (iii) ensuring that Your Content can be used by Siemens and its business partners as permitted under the Test Agreement without violating Laws or rights of others. You shall be solely responsible for any notices and claims sent to you alleging that Your Content violates Third Party’s rights or Laws and indemnify

Us against any or all claims, penalties, damages or losses that arise in relation to this Test Agreement.

### 3. Provision of Services

3.1. **Service Standards.** The Services may not comply with our normal security standards and their performance and availability may be lower than our paid services. The Services are not eligible for the processing of personal data and we do not act as a processor of personal data. The Services are provided “as is” and in their then-current version made available by us from time to time without any support and availability commitments.

3.2. **Change, Limitation, Suspension.** We may change, limit, suspend or discontinue your access to and use of the Services in our sole discretion. Your Content may be deleted upon the expiration of the agreed test period or discontinuation of a Service, unless specific migration to the related paid services is available and agreed.

3.3. **Monitoring of Usage.** Without limiting any of our rights in Section 4.2, Siemens or Siemens’ subcontractors may monitor Users’ usage of Services for Siemens’ internal purposes, including: (i) for security and availability reasons; (ii) to ensure compliance with the Test Agreement; (iii) to detect, prevent, and suspend any use of Services exceeding the permitted use under the Test Agreement; (iv) to provide you with reports on Users’ use of the Services; and (v) to offer you, in accordance with any applicable legal requirements, other products or services that are not yet part of the Services. You will not block or interfere with our monitoring, but may use encryption technology or firewalls to help keep Your Content confidential. We may also use usage information on an aggregated basis to improve the Services, other Siemens products and services, and Siemens’ subcontractors’ services.

3.4. **WARRANTIES AND LIABILITY.** THE SERVICES ARE PROVIDED “AS IS” WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND AND IN THE THEN-CURRENT VERSION MADE AVAILABLE BY US FROM TIME TO TIME WITHOUT SUPPORT AND AVAILABILITY COMMITMENTS. WE ARE NOT OBLIGED TO OFFER POST-TERMINATION ASSISTANCE. SIEMENS’ ENTIRE LIABILITY FOR ALL CLAIMS, DAMAGES, AND INDEMNITIES ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICES WILL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT OF \$ 1,000.00 (US DOLLARS) AND YOU WILL INDEMNIFY SIEMENS FOR ANY LIABILITY OR CLAIMS IN EXCESS OF SUCH AMOUNT.

3.5. **Scope of Limitation and Exclusion.** The limitation and exclusion in this Section 3 shall not apply: (i) to the extent that liability cannot be limited or excluded according to applicable law (including applicable product liability law); (ii) in cases of willful misconduct and gross negligence; and (iii) in cases of fraud or fraudulent misrepresentation. In cases of gross negligence, liability is limited to the amount of foreseeable loss that would have been prevented through the exercise of due care.

3.6. **Limitation on Claims.** Any claims against Siemens shall be brought no later than 12 months after the event giving rise to the respective claim. Thereafter all claims arising out of that event against Siemens shall be barred.

3.7. **Beneficiaries.** Any limitations and exclusions of liability shall also apply to the benefit of any employees, officers, directors, representatives, suppliers, subcontractors, and any person used by Siemens in performing any of our obligations.

### 4. Proprietary Rights

4.1. **Rights in the Platform, Services, Feedback.** All rights, title, and interest in and to the Platform and the Services (including related application programming interfaces), including any know-how and any part and improvement thereof and all intellectual property rights in or to the foregoing shall remain wholly vested in Siemens, its business partners and/or licensors. You grant Siemens a worldwide, perpetual, irrevocable, unlimited, transferable, sub-licensable, fully paid, royalty-free license to use any suggestion, recommendation, feature request, or other feedback provided by you or on your behalf related to the Services and/or the Platform.

4.2. **Rights in Your Content.** We will not acquire any rights, title or interest in or to Your Content, except as otherwise agreed. Siemens and its business partners have a worldwide, non-exclusive, transferable, sub-licensable, royalty-free right to use, host, store transmit, display, modify and reproduce Your Content for the purpose of providing the Services and performing other obligations we may have to you in relation to the Services.

### 5. Term, Termination

5.1. **Term.** The Test Agreement takes effect upon your agreement or acceptance as set forth herein and terminates upon expiry of the test period. The test period is set out in the Test Agreement. If you have been notified by us of an extension of the test period after execution of the Test Agreement, the Test Agreement terminates upon expiration of the extended test period, provided you continue using the Services after expiration of the initial test period.

5.2. **Effect of Termination.** Upon termination of the Test Agreement for any reason, you shall immediately: (i) cease using the Service; and (ii) return, or if instructed by us, destroy, or delete all Materials relating to the Services. Any terms and conditions of the Test Agreement, which by their nature should survive a termination, shall survive, and continue in full force and effect after such termination.

### 6. Confidentiality, Compelled Disclosure

6.1. **Confidentiality Obligations.** Each Party shall treat Confidential Information disclosed by the other Party or its Affiliates as confidential, only use such Confidential Information for implementation of the Test Agreement or as otherwise permitted by the Test Agreement, and not disclose such Confidential Information to anyone except to those Users, employees, Affiliates, business partners and advisors, and the respective employees of such Affiliates, business partners and advisors who are bound to appropriate confidentiality obligations and who need to know that information for implementation of the Test Agreement or who are otherwise permitted by the Test Agreement to use this information.

6.2. **Compelled Disclosure.** We will not disclose Confidential Information and/or any of Your Content to any Third Party except (i) as instructed by you, (ii) as permitted in the Test Agreement, or (iii) as required by Laws or governmental order. Should any Third Party (including governmental bodies) contact us with a request to disclose Confidential Information or any of Your Content, we will redirect such Third Party to request that data directly from you and may provide your basic contact information to such Third Party unless we are prohibited from doing so by Laws or governmental order. If we are compelled to disclose Confidential Information or any of Your Content to any Third

Party, we will promptly notify you and provide a copy of the request unless we are prohibited from doing so by Laws or governmental order. We may further disclose Confidential Information or Your Content to Third Parties to report to them potential violations of Laws in connection with your use of the Services.

## 7. Export Control and Sanctions Compliance

7.1. **Export and Sanctions Laws.** You agree to comply with all applicable sanctions (including embargoes) and (re-)export control laws and regulations including (to the extent applicable) those of the Federal Republic of Germany, the European Union and the United States of America (collectively “**Export and Sanctions Laws**”).

7.2. **Your Obligations.** You confirm that (i) any uploaded or downloaded data will not be (a) uploaded, exported, re-exported (including any “deemed export”), or transferred, directly or indirectly, contrary to the Export Laws; (b) used for any purpose prohibited by the Export and Sanctions Laws; (c) delivered to persons, organizations or entities, who are not authorized to receive these (sanctions lists); and (d) intended for use in connection with armaments, nuclear technology or weapons, launch vehicle technology or unmanned aerial vehicles, if and to the extent such use is subject to prohibition or authorization, unless the required authorization is provided; (ii) that Your upload-Content is classified AL = N and ECCN=N or EAR99 only; and (iii) that you are not located in a terrorism supporting country and that your actions are not guided or directed by a citizen or resident of such a country: Iran, Syria, North Korea, Sudan, Cuba.

7.3. **Information Requirements.** If required to enable authorities or Siemens to conduct export control or sanctions compliance checks, you, upon request by Siemens, shall promptly provide Siemens with all information pertaining to the particular destination, end user, and intended use of Services provided by Siemens, including information on you, your customers and Users.

7.4. **Right to Restrict Access and/or Withhold Performance.** We shall not be obligated to perform under the Test Agreement if such performance is prevented by any impediments arising out of national or international foreign trade or customs requirements, any embargoes, or other sanctions. You further acknowledge that Siemens may be obliged under Export and Sanctions Laws applicable to Siemens to limit or suspend access by you and/or Users to the Services.

## 8. General Provisions

8.1. **Dispute Resolution.** All disputes arising out of or in connection with the Test Agreement, including the formation, interpretation, amendment, breach or termination thereof, shall be finally settled in a federal or state court of competent jurisdiction located in a state in which either you or Siemens maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes. BOTH PARTIES KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS TEST AGREEMENT.

8.2. **Applicable Law.** The Test Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any choice-of-law rules that may require the application of the law of another jurisdiction. The

UN Convention on Contracts for the International Sale of Goods shall not apply.

8.3. **Validity and Enforceability.** If any provision of the Test Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the Parties as nearly as possible in accordance with Applicable Law.

8.4. **Entire Agreement.** The Test Agreement constitutes the full and complete statement of the terms agreed between the Parties with respect to the subject matter thereof and supersedes any previous or contemporaneous agreements, understandings or communications, whether written or verbal, relating to its subject matter. The reference to a document that refers to another document shall be deemed to also include such other document. The Test Agreement may not be varied other than in writing executed by the duly authorized representatives of both Parties or via an online mechanism, if so provided explicitly for such purpose by us. No other terms and conditions shall apply.

## 9. Definitions

9.1. **“Account”** means one or more web-based accounts, individually or collectively, enabling access to and use of certain Services provided on the Platform through a unique URL (i.e. web-address) assigned by Siemens, including any subtenants established under the Account.

9.2. **“Affiliate”** means a corporation or other legal entity, directly or indirectly, owned or controlled by, or owning or controlling or under common control with one of the Parties where “control” shall mean to have, directly or indirectly, the power to direct or cause the direction of the management and policies of a corporation or other entity.

9.3. **“Applicable Law”** means the law specified in Section 8.2.

9.4. **“Application”** means software that is deployed on the Platform and/or interoperates with the Platform via Platform APIs.

9.5. **“Confidential Information”** means any information disclosed by a Party or its Affiliate to the other Party under or in connection with the Test Agreement and which is – when disclosed – identified as “Confidential” or consists of information that, by its nature or context, is sufficient to put the receiving Party on notice of its confidential nature. In addition, any information and materials obtained by you in connection with the Test Agreement or your receipt of Services, including the performance and availability of the Services, the Platform, information regarding Siemens’ or our business partners’ business strategies and practices, methodologies, trade secrets, know-how, pricing, technology, software, application programming interfaces, application programming interface signatures, product plans, and information regarding Siemens’ employees, clients, vendors, and consultants, are deemed to be our Confidential Information. Confidential Information does not include information that: (i) is generally available to the public without breach of the Test Agreement and without any wrongdoing; (ii) is or becomes available to the recipient from a source other than the Party who discloses the Confidential Information, provided that the recipient has no reason to believe that such source is itself bound by a confidentiality obligation or that such source has obtained the information through any

wrongful or tortious conduct; (iii) was lawfully in the recipient's possession prior to receipt from the other Party without a corresponding obligation of confidentiality; (iv) is independently developed by the recipient without the use of, or reference to, Confidential Information; or (v) has been released by the disclosing Party for non-confidential use.

9.6. "**Laws**" means any law, rule, regulation, norm, or directive including, without limitation, industry or company specific regulations, co-determination rights of the works council, data privacy, telecommunication, energy law, IT security law, export control, sanctions, and regulation pertaining to the protection of classified information.

9.7. "**Material**" means any software, sample code, scripts, libraries, software development kits, technology, documentation and other proprietary material or information made available to you by or on behalf of us in relation to the Services.

9.8. "**Platform**" means Siemens proprietary, cloud-based platform solution on which the Services are provided. Platform includes any Siemens branded cloud-based solution that underlies software-as-a-service, platform-as-a-service, or managed service offerings from Siemens.

9.9. "**Platform APIs**" means Siemens' application programming interfaces that are integrated with the Platform or the Services. Platform APIs are part of the Platform and the Services.

9.10. "**Siemens**" means Siemens AG (Germany) and its Affiliates.

9.11. "**Third Party**" means any person or legal entity other than you or Siemens. Third Party includes your Affiliates.

9.12. "**Third Party Software**" means the components (if any) listed in the "ReadMe\_OSS" text file that may be included in the information section or the documentation of the Services.

9.13. "**User**" means an individual who has access credentials to your Account, including individuals of Third Parties or who is otherwise authorized by you to access your Account. Access to your Account includes access to any subtenant that you establish under your Account, to any Application associated with your Account, to Your Content and/or the Services.

9.14. "**Services**" means the services and/or service elements made available to you under the Test Agreement and Material.

9.15. "**Your Content**" means any information, program, software, code in any form, script, library, or data that is entered, uploaded onto or stored on the Platform by you or any User's use of Services under your Account. Your Content excludes the Services and the Platform.



## Acceptable Use Policy

January 2018

This Acceptable Use Policy (“**Policy**”) sets out terms with which you must comply when using our Services.

### 1. **Definitions**

Capitalized terms shall have the meaning given to them in the terms governing the Services.

### 2. **No Illegal, Harmful, or Offensive Use of Your Content**

You shall not use, or encourage, promote, facilitate, or instruct others to use, the Services for any illegal, harmful, or offensive use. Your Content must not be illegal, harmful, or offensive. In particular, your use of the Services, Your Content and your use of Your Content shall not:

- (i) be in violation of any Laws or rights of others;
- (ii) be harmful to others, or Siemens’ operations or reputation, including by offering or disseminating fraudulent goods, services, schemes, or promotions, “get rich quick” schemes, ponzi or pyramid schemes, phishing, farming, or other deceptive practices;
- (iii) enter, store or send hyperlinks, enable access to external websites or datafeeds, including embedded widgets or other means of access, in or as part of Your Content, for which you have no authorization or which are illegal;
- (iv) be defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable;
- (v) subject Siemens or its business partners to liability.

### 3. **No violation of use restrictions**

You shall not:

- (i) copy, sell, resell, license, transfer, assign, sublicense, rent, lease, or otherwise make available the Services or the Platform in whole or in part to any Third Party (unless permitted otherwise by us or required by Laws);
- (ii) translate, disassemble, decompile, reverse engineer or otherwise modify, tamper with, repair or attempt to discover the source code of any software contained in the Services or the Platform (unless permitted otherwise by us or required by Laws);
- (iii) create derivative works of, or based on, any parts of the Services or the Platform;
- (iv) change or remove any notices or notations from the Services or the Platform that refer to intellectual property rights or brand names;
- (v) imitate the “look and feel” of any of Siemens’ website or other user interface, nor the branding, color combinations, fonts, graphic designs, product icons or other elements associated with Siemens; and

- (vi) upload to the Platform any of Your Content that is subject to a license that, as a condition of use, access, and/or modification of such content, requires that any Siemens’ or Siemens’ business partners’ software or service provided by Siemens and interacting with or hosted alongside Your Content: (a) are disclosed or distributed in source code form; (b) are licensed to recipients for the purpose of making derivative works; (c) are licensed at no charge; (d) are not used for commercial purposes; or (e) are otherwise encumbered in any manner.

### 4. **No Abusive Use**

You shall not do any of the following:

- (i) use the Services in a way intended to avoid or work around any use limitations and restrictions placed on such Services, such as access and storage restrictions or to avoid incurring fees;
- (ii) access or use the Services for the purpose of conducting a performance test, building a competitive product or service or copying its features or user interface or use the Services in the operation of a business process outsourcing or other outsourcing or a time-sharing service;
- (iii) interfere with the proper functioning of any of Siemens’ systems, including any overload of a system by mail bombing, news bombing, broadcast attacks, or flooding techniques;
- (iv) engage in any activity or modification or attempt to modify the Platform or the Services in such a way as to negatively impact on the performance of the Platform or the Services.

### 5. **No Security Violations**

You shall not use the Services in a way that results in, permits, assists or facilitates any action that constitutes a threat to the security of the Platform or the Services. You shall in particular:

- (i) before accessing the Services, during use, and when transferring Your Content, take all reasonable precautions against security attacks on your system, on-site hardware, software or services that you use to connect to and/or access the Platform, including appropriate measures to prevent viruses, trojan horses or other programs that may damage software;
- (ii) not interfere with or disrupt the integrity or performance of the Services or other equipment or networks connected to the Platform, and in particular not transmit any of Your Content containing viruses, trojan horses, or other programs that may damage software;
- (iii) not use the Services in a way that could damage, disable, overburden, impair or compromise any of

Siemens' systems or their security or interfere with other Users of the Platform;

- (iv) not perform any penetration test of or on the Services or the Platform without obtaining our express prior written consent; and
- (v) not connect devices to the Services that do not comply with industry standard security policies (e.g., password protection, virus protection, update and patch level).

## 6. **Reporting**

If you become aware of any violation of this Policy, you will immediately notify us and provide us with assistance, as requested by us, to stop, mitigate or remedy the violation.





## Siemens US Terms of Use For Guest Users

Siemens Corporation, its affiliate or parent (collectively, “Siemens”) or its third-party service provider hosts a platform, application or tool (referred to herein as “Site”) on a remote server. accessible via a web site portal address, IP address and/or credentials designated or provided by Siemens. These Siemens US Terms of Use for Guest Users (known herein as “Terms”, “User Terms”, or “Guest Terms”) are between Siemens and You (referred to herein as “User” or “You”) and You are an individual who is not an employee or contractor of Siemens, that seeks to use or access the Site and its Content. “Content” is defined as all video, audio, data, images, postings, images, graphics, ideas, writing, software, innovations, product developments and/or information that may be accessible to persons authorized to use the Site.

**IF YOU DO NOT AGREE TO BE BOUND BY THESE USER TERMS, DO NOT ACCESS OR USE THE SITE, OR CLICK THE “ACCEPT” BUTTON IF PRESENTED.**

**BY CLICKING THE “ACCEPT” BUTTON OR OTHERWISE USING THE SITE, YOU AGREE THAT (1) YOU HAVE READ, AND AGREE TO COMPLY WITH AND BE BOUND BY THESE USER TERMS WITHOUT LIMITATION OR QUALIFICATION, AND (2) YOU SHALL BE GOVERNED BY ALL APPLICABLE U.S. LAWS, REGULATIONS, RULES AND EXECUTIVE ORDERS AND YOU HEREBY SUBMIT TO THE PERSONAL JURISDICTION OF THE UNITED STATES FEDERAL COURTS AND THE STATE COURTS OF NEW YORK REGARDLESS OF YOUR RESIDENCY.**

### Preamble

#### **IMPORTANT:**

**YOU ARE PROHIBITED FROM USING THIS SITE AND ANY APPLICATION OR CONTENT ACCESSIBLE VIA THIS SITE INCLUDING BUT NOT LIMITED TO CREATING, STORING, PROCESSING, OR UPLOADING DATA THAT IS SUBJECT TO UNITED STATES EXPORT CONTROL REGULATIONS (“EAR”), INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (“ITAR”), OR ANY OTHER LOCAL/NATIONAL EXPORT CONTROL LAWS.**

**YOU SHALL NOT USE, UPLOAD, CREATE OR PROCESS ANY DATA THAT CONCERNS THE UNITED STATES DEPARTMENTS OF DEFENSE OR HOMELAND SECURITY, OR ANY CONTROLLED UNCLASSIFIED INFORMATION.**

**YOU SHALL NOT USE THE SITE OR CONTENTS THEREON FOR ANY PURPOSE OTHER THAN TO CONDUCT BUSINESS WITH OR FOR SIEMENS.**

**THE SITE MAY HAVE FEATURES THAT PERMIT SIEMENS OR ITS REPRESENTATIVES TO MONITOR, RECORD, INTERRUPT, SHARE, PROCESS OR STORE YOUR USE INCLUDING BUT NOT LIMITED TO VOICE, IMAGE, TELEMATICS, WRITTEN COMMUNICATIONS SUCH AS EMAILS, TEXTS AND SOCIAL MEDIA ACTIVITY. CHECK WITH ADMINISTRATORS IF YOU HAVE ANY QUESTIONS ABOUT SITE MONITORING.**



**THESE USER TERMS DO NOT AMEND OR REPLACE ANY PRE-EXISTING PURCHASE, SALE OR OTHER CONTRACT OR LICENSE BETWEEN YOU OR THE ENTITY YOU REPRESENT AND SIEMENS. TERMS AND CONDITIONS OF USER SHALL NOT AMEND OR IMPACT THESE TERMS.**

1. **Mutual Acceptance.** These Terms are based on the mutual exchange of promises between User and Siemens and You must accept these Terms to access the Site. Failure to comply with these Terms may result in termination of access to the Site, claims and/or penalties under applicable law. Siemens may modify the Site and/or these Terms any time at its sole discretion, and by accessing the Site, User accepts the current version of the Terms. User and the entity that employs or contracts User and for whom User seeks access to the Site shall be primarily responsible for all liability, acts or omissions arising from or related to User's access to or use of the Site or its Contents.
  
2. **Term and Termination.** The Term of these User Terms commences with Your acceptance of the User Terms or first use of the Site whichever occurs first, and extends for twelve (12) months unless terminated prior by Siemens or User ceases to conduct business on behalf of Siemens whichever occurs first. Siemens may immediately terminate Your access to and use of the Site, with or without cause, at any time without penalty. Siemens, in its sole discretion, may suspend or terminate your password, account or use of the Site and may delete any data, Content including but limited to Your Content without penalty, liability or any obligation for recovery. This Section, **Term and Termination**, shall survive termination or expiration of this Agreement.
  
3. **Authorization and License.** Siemens has all right, title or license to the Site and authorizes User to access and use the Site on a limited, non-exclusive, non-transferable, non-sublicenseable, revocable basis solely for Siemens' business purpose. User shall not, or permit other individuals or entities to:
  - (A) copy, reproduce, translate, alter, display, modify, decompile, reverse engineer, disassemble, attempt to discover the source code or algorithms of, manipulate or create derivative work based on, the Site, or any Content, software, products, services or any other material (including text, graphics, logos, button icons, images, audio clips, data, photographs, graphs, videos, typefaces, and sounds) made available using the Site, or any part thereof, or use the Site to run or as part of a service bureau, outsourced or managed services, or access the Site in violation of U.S. federal or state laws;
  - (B) disable or circumvent any access control or related device, process or procedure established with respect to the Site or any part thereof including, without limitation, unauthorized access to the Site, other user accounts, computer systems or networks connected to the Site, test the security measures on the Site and/or attempt to identify system vulnerabilities, or to attempt to disable the Site; or
  - (C) link, distribute, transfer, sell and resell, (sub-)license, rent, lease, lend, assign or otherwise transfer any rights to, or commercially exploit or otherwise make available the Site in whole or in part to any third party in any way.

The Site may contain third- party Content, including commercial and open source software. Such third- party Content may be subject to additional or differing terms and conditions and, in such case, there will be a link to such third party terms which shall prevail over these Terms solely as to third-party Content.

4. **Account Access and Security.**
  - (A) Connection and access to the Site requires You to be authorized by and provided access credentials from Siemens. You shall keep Your credentials, password or registration information (collectively referred to herein as "User Access Data") confidential, in a safe place and not disclose to any third party. **User agrees to be solely responsible for all Site activity occurring using Your User Access Data.** User shall immediately notify Siemens' administrators if (i)

User Access Data has been stolen, leaked, compromised or otherwise used without User's consent; (ii) User no longer requires access to the Site, or (iii) User suspects a security breach of the Site. Only Siemens may authorize new users and grant access to the Site.

- (B) User shall know and abide by the Siemens Cybersecurity restrictions for the Site at all times.
- (C) Connection and access to the Site requires an Internet connection and suitable hardware and software and Siemens shall have no obligation or responsibility for User's access or connection to the Site.

## 5. **Intellectual Property.**

(A) If intellectual property rights have been established in a pre-existing written agreement between Siemens and User or User's corporation or business, such rights shall supersede this Section 5(A) for User Content. If User or User's corporation or business and Siemens have not executed a pre-existing written agreement, the Intellectual Property terms in this Section 5(A) shall govern User Content and User hereby grants Siemens, and Siemens' service provider( s) acting on Siemens' behalf, a non-exclusive, transferable, sublicensable, worldwide, royalty-free, perpetual, non-revocable license under applicable copyrights and other intellectual property rights, if any, in all of User's Content and to create derivative works and aggregated data derived from User's Content including without limitation, comparative data sets, statistical analyses, reports and related services and utilize such as it sees fit for any purpose. User represents and warrants that User has obtained all rights, permissions and consents necessary to the aforesaid use of User's Content and permits Siemens to exercise all of its rights under these Guest Terms. User, not Siemens nor Siemens' service provider(s) has sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness, of all User's Content and Siemens shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any of User's Content. Upon termination of User's access to the Site, User's right to access or use User's Content on the Site immediately ceases, and Siemens shall have no obligation to maintain or forward to You any Content including Your Content.

(B) User hereby grants Siemens, and Siemens' service provider( s) acting on Siemens' behalf, a non-exclusive, transferable, sublicenseable, worldwide, royalty-free, perpetual, non-revocable license under applicable copyrights and other intellectual property rights, if any, in all of User's Content and to create derivative works and aggregated data derived from User's Content including without limitation, comparative data sets, statistical analyses, reports and related services and utilize such as it sees fit for any purpose. User, not Siemens nor Siemens' service provider(s) has sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness, of all User's Content and Siemens shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any of User's Content. Upon termination of User's access to the Site, Siemens shall have no obligation to maintain User's Content or provide to You. User agrees that all Content on the Site may be subject to collection, review or use by Siemens or its parent in legal or compliance matters.

(C) All right, title and interest in and to the Site, including technology and trade secrets embodied therein and any custom developments created or provided in connection with or related to this Site, including all copyrights, patents, and other proprietary rights, and derivative works thereof, shall belong solely and exclusively to Siemens and/or its licensors and User shall have no rights whatsoever in any of the foregoing. User has no ownership interest in the Site of Content thereon in whole or in part.

- (D) Siemens' name, logo, other related names, design marks, product names, feature names and related logos are trademarks of Siemens and may not be used, copied or imitated, in whole or in part, without the express prior written permission of Siemens. In addition, the look and feel of the Site (including all page headers, custom graphics, button icons, and scripts) constitutes the service mark, trademark and/or trade dress of Siemens or its licensors, and may not be copied imitated or used, in whole or in part, without the express prior written permission of Siemens.
- (E) User agrees that all Content on the Site may be subject to collection, review or use by Siemens or its parent in legal or compliance matters.
- (F) This Section, **Intellectual Property**, shall survive termination or expiration of these Guest Terms.

6. **Conditions of Use.** In addition to all other obligations herein, you agree for Yourself, your employer, or entity as follows:

(A) Your Content and conduct shall not be unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, racially, ethnically, or otherwise objectionable, and shall not concern minors;

(B) You have obtained the consent of all persons whose image, voice, audio, personal address or contact information You post;

(C) You and Your access and use of the Site are subject to Siemens' policies and U.S. laws;

(D) You shall not to force headers or otherwise manipulate identifiers in order to disguise the origin of any Content;

(E) You shall not upload or input Content that infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any third party or Siemens;

(F) You shall not promote illegal activities on the Site;

(G) You shall not breach confidentiality obligations You have with Siemens or any third party using the Site;

(H) You shall avoid any actions that may compromise Siemens' security measures for the Site; and

(I) You shall provide upon Siemens' request, accurate, up-to-date information concerning You, or business or employment status and affiliates, Your email address and other contact information and You have the obligation to notify Siemens in any such information changes.

7. **No Warranty.**

The Site and Content thereon are provided "as is" and Siemens makes no representations or warranties, express or implied, to User or any third party concerning the Site or any Content. Siemens disclaims all responsibility for any loss of data, errors in or omissions in the Site, third-party web sites or Content, or the unavailability of the Site. Siemens makes no representations or warranties, express or implied, to User, User's corporation, employer, business entity or any third party concerning the Site or any Content thereon including but not limited to warranties for performance, completeness, accuracy, currency, merchantability, fitness for a particular purpose, availability, non-infringement, security, reliability, non-interference, or that it or they are error or virus-free or that the Site or Content will meet Your requirements, the technical requirements of Your system, software or hardware, or concerning the quality or availability of third party Content, web sites or links. Siemens disclaims all responsibility for any loss of data, errors in or omissions in the Site, third-party web sites or Content, the unavailability of the Site, or User's or any third party's reliance on the Content including but not limited to Siemens' Content.

This Section, **No Warranty**, shall survive termination or expiration of this Agreement.

8. **General Provisions.**

(A) **Damages, Limitation of Actions.** In no event shall Siemens, its parent or its or their respective officers, directors, employees, shareholders, agents, or representatives, be liable to User, User's

employer, corporation or business entity, or any other person for any special, indirect, incidental, exemplary, punitive, or consequential damages or loss of goodwill in any way arising from or relating to the Site, Content, including but not limited to Siemens' Content, or the inability to use either one, even if Siemens has been notified of the possibility of such damages. In no event may User, User's employer, corporation or business entity or any third party bring a Claim or cause of action against Siemens, its parent or affiliates more than one (1) year after such Claim or cause of action arises.

- (B) **No Waiver.** Should User or Siemens fail to exercise or enforce any provision of these User Terms or to waive any rights in respect thereto, such waiver shall not be construed as constituting a continuing waiver or waiver of any other right.
- (C) **Choice of Law.** These User Terms shall be governed, construed and interpreted in accordance with the laws of the State of New York and the federal laws of the United States of America without regard to conflict of laws principles thereof.
- (D) **Assignment.** User shall not assign these Terms or any permission to use the Site.
- (E) **Venue.** By use of the Site, the User (i) submits to the jurisdiction of the U.S. federal court located in New York, New York, for any action or proceeding arising out of or relating to these Terms, (ii) agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, (iii) waives any claim of inconvenient forum or other challenge to venue in such court, and (iv) agrees not to bring any action or proceeding arising out of or relating to these User Terms in any other court.
- (F) **Jury Trial.** User and Siemens hereby waive all rights to a jury trial.
- (G) **Relationship of the Parties.** Nothing herein creates a relationship between Siemens and User or User's employer, corporation or business entity other than that of independent contractors; and under these Guest Terms, neither party is required to buy, sell or receive goods or services from/to each other nor is either party obligated to engage in any transaction.
- (H) **Notices.** Siemens may give notice by means of a general notice on the Site, by electronic mail to Your email address that Siemens has on record, or by other written communication to You including by pre-paid first-class mail. You may forward notice to Siemens-to-Siemens Corporation, Assistant General Counsel, 100 Technology Drive, Alpharetta, GA 30005.
- (I) **Other Terms.** These Terms are separate from any terms or conditions contained in any hyperlinks or third-party websites or documents that may be accessible on or through the Site. User shall have no right to amend these Terms.
- (J) **Entire Agreement.** The User Terms, as may be amended from time to time in the sole discretion of Siemens, including all applicable Siemens policies, constitute the entire agreement between User and Siemens concerning the Site and supersede all prior or contemporaneous writings, discussions, agreements, and understandings of any kind, with respect to the Site and subject matter hereof.
- (K) **Severability.** If any provision of these User Terms shall be held to be unenforceable or invalid by any court of competent jurisdiction, the other provisions of these User Terms will remain in full force and effect to the extent not held invalid or unenforceable.
- (L) **Headings.** The headings in the User Terms are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.
- (M) **Survival.** This Section, General Provisions, shall survive termination or expiration of these Terms.