

## General Terms and Conditions for Service Agreements of Siemens AG Österreich, Smart Infrastructure Buildings (Terms of Service) (issued: April 2024)

### Teil I GENERAL PROVISIONS FOR SERVICE AGREEMENTS

#### 1 Scope

These conditions (hereinafter referred to as the "**Terms of Service**") apply to agreements for the provision of services by Siemens Aktiengesellschaft Österreich, Smart Infrastructure Buildings (hereinafter referred to as the "**Contractor**") to the Client (hereinafter referred to as the "**Client**") over a longer period of time (e.g. maintenance and service). Deviations from these Terms of Service shall only be effective if they are accepted in writing by the Contractor.

Siemens shall be entitled to amend or supplement these General Terms and Conditions at any time with a reasonable period of notice. The Client shall be notified of any amendments or supplements in writing, by email or in any other suitable form. If the Client does not object to the amended provisions within four weeks of receiving the notice of the amendment or supplement, such amendment or supplement shall be incorporated effectively in accordance with the notice given in advance. If the Client objects in due time, the agreement shall be continued under the previously applicable terms. However, Siemens shall be entitled to terminate the contractual relationship with the Client by giving notice at the next possible date. Siemens shall state this in the notice. If the amendments or supplements are essential for Siemens on compelling legal grounds, the obligation to give notice and the Client's right to object shall not apply. Amendments and supplements that are made on such compelling legal grounds shall not give rise to any claims for damages against Siemens.

#### 2 Offer and conclusion of the agreement

Unless explicitly stated otherwise in the offer (e.g. as a non-binding offer or guiding price offer), the offer must be treated as binding.

The agreement shall be deemed to have been concluded if the Client accepts a binding offer from the Contractor or places an order under the terms and conditions stated therein and such expression of intent is documented in accordance with clause 22.1. Orders that are not based on a binding offer shall be accepted in accordance with clause 22.1, but no later than the start of performance. Delivery or performance periods shall only commence with a corresponding order/order confirmation from the Contractor and once all separately agreed terms (e.g. receipt of advance payments) have been complied with.

The assertion of claims based on *laesio enormis*, error or loss of the basis of the transaction by the Client is excluded.

#### 3 Subject matter of the agreement and performance

The Contractor shall provide the services (modules/packages) described in more detail in the Service Agreement for the applicable components and software specified therein (hereinafter referred to as the "**Installation**") for the contractually agreed period. The agreed services shall be performed on working days during the Contractor's normal working hours. The Contractor shall be entitled to have the services performed by third parties.

The Contractor shall prepare all reports in connection with services (modules/packages) that are required under the agreement or standards applicable to the agreement. The Contractor shall not be liable for accuracy or completeness of other reports or for improvement or optimisation measures recommended by the Contractor during performance of the services (e.g. from the "Asset Performance Advisor" module) and shall not assume any liability for achieving their purpose or feasibility.

The Service Agreement does not include the correction of faults caused by operating errors by the Client or damage caused by external influences such as natural disasters or force majeure (see clause 10 for a definition).

#### 4 Initial inspection and response time

If the Service Agreement is only concluded after the expiry of the warranty period agreed in the delivery contract concluded at an earlier time with the Contractor or independently of a preceding delivery contract concluded between the parties with the Contractor, the services provided for in the agreement shall only be performed after an initial inspection has been conducted for a fee. The services that are found to be necessary during the initial inspection shall be performed at the hourly rates/list prices applicable at the time of the initial inspection, which are available at <https://asc.siemens.at/recht>, "Invoicing rates" drop-down menu, and shall be invoiced separately to the Client.

The response time is 20 (twenty) hours, unless otherwise agreed in the Service Agreement. The response time is the period of time within which the Contractor must begin to perform the service. It shall commence on receipt of the fault report within the agreed service hours and shall run exclusively during the agreed service hours.

#### 5 Client's obligations to cooperate

The following obligations to cooperate are essential for the smooth performance of the delivery or service. If the requirements or means of cooperation defined in the following paragraphs are not met in time or in full, the performance period shall be extended and/or postponed accordingly. The costs incurred by the Contractor as a result of the extension or postponement of the period shall be borne by the Client.

##### 5.1 General obligations to cooperate

As a condition for commencement and unhindered performance, the contractually agreed and technically necessary preconditions, as well as any licences to be obtained, must already have been fully acquired by the Client at its own expense. Depending on the subject of performance, this initially includes all licences, authorisations and notices, any funding commitments, official approvals and commissioning steps, as well as third-party certifications.

However, this also includes physical access, technical preparations and establishing the technical preconditions (preliminary work by other trades; data preparation; interface descriptions), site clearance, completion and inspection of own preliminary work and the preliminary work of other

professionals, negotiations with third parties and obtaining the consent of third parties when using land and any other preconditions required in the Contractor's offer or agreed in the contract at the quantity and quality specified by the Client or third parties with which the Client places work, which are necessary for the Contractor to be able to commence its work.

The Client undertakes to maintain the Installation with due care. The Client shall have all services on the Installation that are the subject of this agreement carried out by the Contractor only and shall provide suitable personnel free of charge at its own risk for any necessary testing of the equipment connected to the Installation. The Client must maintain the connections for the equipment connected to the Installation (e.g. interfaces to third-party products) and must bear the costs of any necessary adjustments to such connections that may arise from the performance of the agreed services.

The Client shall enter all events relating to the Installation, e.g. alarms, faults and messages and their causes, in the log book or on a medium agreed with the Contractor or provided by the Contractor.

The Client shall support the Contractor and its agents in the performance of the services in all relevant matters at its own expense and shall provide any necessary replacement measures for the lack of monitoring protection during servicing and maintenance, at its own expense and under its own responsibility.

In particular, the Client shall ensure (in particular by opening and reinstalling formwork, false ceilings and false floors; removing and reinstalling control valves, immersion sleeves and similar) that the Contractor and third parties appointed by the Contractor have unhindered access to the Installation and its components to perform the services. The Client shall always be responsible for the draining, filling and venting of piping systems. The Client shall provide the auxiliary equipment required for the services (e.g. ladders, scaffolding, lifting equipment, etc.), auxiliary power and water, free of charge. Such equipment must comply with the applicable EN and Önorm standards and the AUVVA guidelines. The Client must also provide safety equipment (e.g. signalling, barriers, etc.) and the necessary support personnel free of charge.

The costs involved in stopping and starting the equipment required to operate the Installation and for any functional tests must be borne by the Client.

At the start of performance on site (e.g. assembly work), the Client must provide the lockable rooms and sanitary facilities required by employee protection regulations, for the Contractor's personnel, at no additional cost. The Client shall be liable for the loss of tools and materials due to break-ins, theft or comparable events at the premises provided by the Client.

##### 5.2 Obligations to provide information

The information and documents required to perform the services must be made available to the Contractor free of charge. The Client is responsible for ensuring that all the information that is provided and relevant to the performance is correct, complete and is not misleading.

The Client must ensure that any temporary or permanent decommissioning or disassembly and any resale of the Installation are reported to the Contractor immediately in writing.

The Client must ensure that a data backup of the entire Installation and the latest version of the database are available at all times and can be made available to the Contractor. The Client must maintain the IT system (in particular, the firewall setup and antivirus programs) in accordance with the state of the art, and must keep it up-to-date at all times.

##### 5.3 Defects and when cooperation is impossible

If the Client fails to fulfil its obligations to cooperate or fails to do so adequately and performance of the services is delayed as a result or the services have to be suspended/interrupted, the Contractor shall be entitled to charge separately for all the additional costs that are incurred as a result. The obligation to continue to pay the fees under the Service Agreement remains unaffected thereby, under all circumstances.

If it is not possible for the Client to fulfil its obligations to cooperate for reasons that were not objectively foreseeable at the time the agreement was concluded, the Contractor may – without prejudice to other claims – terminate the agreement with immediate effect and demand from the Client the payments that it would have had to make up to the date of termination, in addition to any further claims, immediately after termination of the agreement.

The Contractor shall not accept any costs for any security and surveillance measures arranged by the Client itself. The Client shall inform the Contractor in advance of any work on the Installation that goes beyond the scope of the agreement (e.g. extensions to the Installation) and shall request an offer for such work.

##### 5.4 Acceptance of performance

Acceptance shall only be carried out with respect to work performed, such as repair services, if acceptance has been expressly agreed. In such cases, the Contractor shall notify the Client of the completion of the work. Unless otherwise agreed, the Client must then inspect the work immediately, but at the latest within 7 (seven) calendar days, and accept it immediately thereafter. Acceptance may only be refused on the basis of a serious deviation from the performance that is owed (i.e. for a deviation in performance that significantly impairs the characteristic function or operational reliability of the work created or the work on which performance has been rendered).

If there is a delay in acceptance of performance through no fault of the Contractor, acceptance shall be deemed to have taken place after expiry of 7 (seven) calendar days or the contractually agreed period, calculated from the notice of completion of performance. The commercial or internal use of the Contractor's services by the Client shall in any case be treated as acceptance.

The risk shall transfer to the Client relating to (part of) the performance when the Contractor commences such (part of) the performance.

If the Client accepts a defective part of the Installation, even though it is aware of the defect, it shall only be entitled to rights under the warranty if it reserves its rights arising from the defect at the time of acceptance.

## 6 Entry into force, term and end of the agreement

In the case of an existing Installation, the term of the Service Agreement shall commence upon signing the agreement, in the case of a new Installation, upon its commissioning, and in the case of web-based services, upon onboarding (in accordance with clause 8).

### 6.1 Ordinary termination

The agreement may be terminated by either party upon notice of 3 (three) months to the end of the calendar year. In any case, the agreement shall end with the final decommissioning of the Installation, unless it is replaced by another Installation of the Contractor. The Client shall inform the Contractor at least three months in advance of the final decommissioning of the Installation. Unless otherwise agreed, switching over to an Installation from another contractor shall be deemed equivalent to final decommissioning.

The Client waives ordinary termination for the calendar year in progress at the start of the agreement and for the following 5 (five) calendar years.

If the agreement is terminated before the expiry of the waiver of ordinary termination for material reasons for which the Contractor is not responsible, the Client shall make the payments which it would have had to make from the day following the date of termination of the agreement until the end of the waiver of termination, in addition to any claims in excess thereof, immediately after the end of the agreement.

### 6.2 Extraordinary termination

#### 6.2.1 Grounds for termination for both parties

If insolvency proceedings are opened against the assets of one party or an application to open insolvency proceedings is rejected for lack of sufficient assets, the other party shall be entitled to terminate the agreement without setting a grace period. If this right of termination is exercised, it shall take effect immediately upon the decision that the insolvent party's business shall not be continued as a going concern. If the company is continued as a going concern, extraordinary termination shall only take effect 6 months after the opening of insolvency proceedings or after the application for the opening of insolvency proceedings has been rejected due to a lack of assets. In any case, termination shall occur with immediate effect, unless the insolvency law to which the buyer is subject excludes this or if termination of the agreement is essential to avert serious economic disadvantages for the terminating party.

Each party shall also be entitled to terminate this agreement with notice of 14 (fourteen) days if the contractual obligations have been suspended for more than 60 (sixty) days. For the option of termination as a result of force majeure, see clause 10.

#### 6.2.2 Termination by the Client

Unless otherwise provided for in the agreement, the Client may only terminate the agreement under the circumstances listed below and in each case by giving 14 (fourteen) days' notice to the Contractor:

- a) In the event of grossly negligent default by the Contractor with regard to the primary obligation of performance, if an agreed maximum fixed compensation amount for default is payable, the Contractor has been granted an additional, reasonable grace period for the deliveries and such grace period has expired and the Contractor has not made a commitment within this period to pay further fixed compensation for the continued default in excess of the maximum upper limit set for this purpose; or
- b) In the event of a material breach of agreement by the Contractor that has not been remedied within a reasonable period after receipt of written notice of the breach from the Client.

Any termination by the Client shall not affect the part of the deliveries that have already been delivered or performed in accordance with the agreement prior to termination. This also applies to preliminary work that has already been performed, e.g. orders for materials and preparatory work, such as engineering hours already performed. Even if the agreement is terminated in accordance with clause 6.2, the Client shall remain under obligation to pay the Contractor for all parts of the deliveries and (parts of) services already provided before termination. The Client shall be entitled to compensation for reasonable costs incurred over and above the agreement price if, after written notification, it has the deliveries performed by a third party. The limitations of liability under clause 18 shall also apply in the event of termination.

#### 6.2.3 Termination by the Contractor

Without prejudice to further claims and rights, the Contractor shall be entitled to terminate the agreement if:

- a) The Client comes under the direct or indirect control of a competitor of the Contractor; or
- b) The Client has committed a material breach of this agreement and has not remedied such a breach within a reasonable period after receipt of written notice from the Contractor of such a breach or is more than 60 (sixty) days late in making any payment or providing any security for payment required under this agreement; or
- c) Concerns have arisen regarding the buyer's ability to pay – which may also be due to repeated payment arrears in other contractual relationships of the parties – and the buyer does not make an advance payment or provide suitable collateral prior to delivery, at the Seller's request.

In the event of such a termination of the agreement by the Contractor, the Contractor shall be entitled to payment of full fees, less the expenses and costs saved by early termination of the agreement, and entitled to compensation for damage and futile expenses incurred by the Contractor as a result of early termination.

## 6.3 Form

The notices of termination must be made in writing in order to be effective.

## 7 Service fee and terms of payment

The Client shall pay the Contractor a defined fixed fee (service fee) specified in the Service Agreement for the performance of the services (modules/packages) agreed in the Service Agreement. The service fee includes all the costs for the services as well as additional costs for travel, accommodation and per diems. Services performed outside normal working hours shall be invoiced in accordance with the Contractor's currently valid hourly rates which can be accessed at <https://asc.siemens.at/recht>, "Invoicing rates" drop-down menu, including overtime pay.

The service fee is based on the scope of the equipment installed in the applicable installed Installation. The installation and removal of equipment or replacement of the Installation requires a change to the fee as per the new extent of the Installation, from the day that it is ready for operation.

The change to the service fee shall be indicated by delivery of a new quarterly invoice. Invoicing shall be electronic, and the Client agrees to complete the form at [siemens.at/e-billing](https://asc.siemens.at/e-billing) and to have accepted the terms and conditions for receiving electronic invoices, which are available at [siemens.at/e-billing](https://asc.siemens.at/e-billing).

The following services shall be invoiced separately at the Contractor's valid hourly prices/list prices, which can be accessed at <https://asc.siemens.at/recht>, "Invoicing rates" drop-down menu:

- a) services that are not included in the scope of this Service Agreement in accordance with clause 3(3); or
- b) services necessary for performance that are not initially covered by the service descriptions; or
- c) services that are additionally ordered by the Client under a simple maintenance agreement in the form of a fault report; or
- d) services that are not part of the service descriptions (modules) listed in the agreement, but are ordered by the Client in the course of maintenance (inspection, servicing, repair);
- e) services for changes to the Installation requested by the Client or required/ordered by the authorities, including their acceptance.

### 7.1 Offsetting

The Client shall not be entitled to offset its own claims against the Contractor's claims or to otherwise refuse or postpone the performance of its obligations toward the Contractor for any reason whatsoever, including as a result of the equipment being unusable.

### 7.2 Duties and taxes

The prices are exclusive of value added tax and, unless agreed otherwise, exclusive of other taxes, duties and fees.

### 7.3 Process for changes to basis of offer

The Contractor's offer is based on the laws, applicable standards, other regulations, prices for materials and on the invoicing and collective agreement rates valid at the time of the offer and on the technical and quantitative bases available to the Contractor at the time of the offer (plans, technical documentation, quantity structures, room sheets, data points, etc.) and other specifications of the Client.

Alternatively, the basis of the offer may also be recorded in an inspection report to be signed by both parties.

If changes made after the date of the offer result in additional costs, changes to the schedule or delays or make it necessary to adjust performance, the Contractor shall be entitled to compensation for the resulting additional costs and to an appropriate amendment to the schedule.

## 8 Remote maintenance and online applications (web-based services)

The Contractor and any group companies and other subcontractors appointed by the Contractor for the purpose of performing the agreement shall be entitled to remotely perform all the services agreed in the agreement (hereinafter referred to as "Remote Maintenance" or "Remote").

If the Client has placed an order with the Contractor to perform other services (see the completed service modules in the annex to the Service Agreement), which are performed by using one or more online applications, the Contractor undertakes to make such online applications (hereinafter referred to as "Web-Based Services") available to the Client. An online application may: (a) be (partially) stored locally at the Client's premises and/or; (b) be hosted remotely on a server; and/or (c) be used by the Client via a web address or IP address provided by the Contractor.

The Client authorises the performance of Remote Maintenance and/or Web-Based Services via a connection to the telecommunications connection port to be provided by the Client at its own expense. The Client shall establish the technical conditions required for such a connection (e.g. establishing a broadband connection, firewall equipment, antivirus programs) at its own cost and risk and shall maintain them in accordance with the state of the art. The Client shall provide all other technical equipment, documents and data required to provide the Remote service or Web-Based Services.

The Contractor shall not guarantee to the Client any specific availability, performance or any quality of the Remote access or of a Web-Based Service. The storage and processing of data collected in the course of a Web-Based Service depends on the applicable Web-Based Service if there is a temporary suspension of online access, in offline mode of the Web-Based Service, and thereby outside the online function within which the service is provided. Details are provided in the applicable technical description. Notwithstanding, the Client's obligation to continue to pay the fee remains unaffected.

## 9 Completion deadline

Deadlines and/or dates specified for the completion of services shall only be binding if they have been expressly agreed as binding in writing or if they are to be provided at a specific time on the basis of standardised specifications applicable to the agreement. Otherwise, the deadlines and dates stated are provided for guidance only.

## 10 Force majeure

The parties are not responsible for cases of force majeure.

Cases of "force majeure" are unforeseeable or external circumstances beyond the control of the parties, in particular war, civil war, revolutions, riots, terrorist attacks, piracy and sabotage, cyberattacks, hostage-taking, strikes, natural disasters of any kind, in particular storms, earthquakes, floods, volcanic eruptions and fires, radioactive contamination, embargoes or other sanctions, non-compliance which may expose the Contractor, a company affiliated with the Contractor or its suppliers to a penalty or other disadvantage, suspensions of deliveries, delivery bottlenecks, lack of means of transport, blockage of transport routes, loss of an essential supplier that is difficult to replace and other problems in the logistics chain, the outbreak or spread of major diseases, epidemics and pandemics as well as acts and omissions by authorities (e.g. failure to issue an export licence), including such acts and omissions that occur despite submission in the correct form and on time.

The party affected by the case of force majeure shall immediately inform the other party thereof in writing.

If one of the parties cannot fulfil its contractual obligations because of a case of force majeure or can only fulfil them to a limited extent, all the consequences of delay shall be suspended and delivery and/or completion times shall be adjusted to the extent of the impact of the case of force majeure, even if the circumstances arise at the premises of subcontractors and upstream suppliers.

Costs for the implementation of measures to minimise the impact of cases of force majeure shall be paid in full by the Client – notwithstanding any fixed-price order or order based on unit prices. If additional costs are connected with this or with measures expressly requested by the Client, the Contractor must inform the Client of such costs in the form of an offer, and must obtain the Client's consent as a condition for implementation.

If the obstacle due to the case of force majeure lasts longer than 3 (three) months, each party shall be entitled to terminate the agreement with regard to the parts of the agreement not yet performed or not yet commenced. At the request of one party, the other party shall declare – after expiry of the period – whether it is exercising its right of termination.

## 11 Process for obstacles to performance and other interruptions to performance

Expenses incurred as a result of obstacles to performance and other interruptions to performance for reasons for which the Contractor is not responsible shall be paid for in full by the Client – notwithstanding any fixed-price order or order based on unit prices. For any acceleration measures requested by the Client, the last sentence of clause 10(5) shall apply mutatis mutandis.

## 12 Warranty

### 12.1 Scope and duration of warranty

For parts of an Installation delivered under this Service Agreement – including in the course of a repair or replacement, the Contractor undertakes to remedy any defects impairing functionality that already existed at the time of handover or acceptance of performance at its own discretion and to the exclusion of further claims, by repair or replacement delivery free of charge or, if this is not possible, to terminate the agreement in accordance with the above rules.

The warranty shall commence on handover to the Client or acceptance of performance. It shall be for a period of 18 (eighteen) months for movable property and 24 (twenty-four) months for immovable property. If performance is delayed due to circumstances beyond the Contractor's control, the warranty period shall commence 2 (two) weeks after the Contractor is ready for performance. The warranty for repaired or replaced delivery parts shall run for a maximum of 6 (six) months longer than the original warranty period, regardless of its commencement, so that the warranty period as a whole shall in any case end after a maximum of 24 (twenty-four) months for movable items and 30 (thirty) months for immovable items.

All the secondary costs incurred in connection with remedying defects (e.g. for installation and removal, transport, disposal, travel and travel time) shall be borne by the Client.

If defective/faulty parts of the Installation are replaced, the exchanged/faulty parts shall become the Contractor's property.

There shall be no obligation to update the deliveries (within the meaning of Section 7 of the Austrian Consumer Warranty Act (VGG)).

Claims of the Client other than those listed in clause 12 for defects – for whatever legal reason – are excluded unless liability is expressly stipulated by law.

### 12.2 Requirements for fulfilment of warranty

To assert the warranty claim, the Client must notify the Contractor in writing within a reasonable period of time of the defect and all the information required to remedy the defect, and must also provide the Contractor with all the necessary documents, secondary materials and labour that are required to carry out warranty work at its premises.

### 12.3 Exclusion and expiry of the warranty

Statements or promises that are merely verbal, as well as any information from brochures, catalogues and advertising material, shall not entitle the Client to assert claims under warranty.

If the services performed by the Contractor are changed or modified by the Client or a third party that is not authorised to make such a change or modification, the warranty shall expire immediately with the change. A third party may only be authorised in writing by the Contractor. The warranty shall also expire if, in the event of a defect, the Client does not immediately take the appropriate measures to minimise the damage, does not immediately inform the Contractor or breaches its obligations to cooperate or otherwise does not give the Contractor the opportunity to remedy the defect.

The Contractor shall not be liable for defects that are attributable to damage caused by the actions of third parties, atmospheric discharges, overvoltage or chemical influences. The warranty is also excluded for parts that are subject to natural wear and tear.

Unless otherwise agreed in an individual contract, the warranty shall be excluded in the event of any defects caused by assembly and installation not brought about by the Contractor, inadequate equipment, failure to observe the installation requirements and conditions of use, overloading of parts or by negligent or incorrect handling or use or operation. This also applies to defects that are

attributable to the material, hardware or hardware configurations provided by the Client or third parties.

Furthermore, unless otherwise agreed in an individual contract, the Contractor does not assume any warranty for third-party software that is not part of the agreement, for software under the agreement working with other software programs in use or planned by the Client or for interruptions to functionality or malfunctions that are merely short-term and typical of software.

Defects in individual programs shall not give the Client the right to terminate the agreement with regard to the remaining programs. Unless otherwise agreed by contract, further claims arising from defects in the software are excluded, except for those claims under clause 12.

## 13 Rights of use

### 13.1 Granting of rights and restriction of use

For the Standard Software, Program Corrections and Web-Based Services provided to the Client under the Service Agreement and maintenance (Remote Maintenance), the Contractor grants the Client the non-exclusive, non-transferable and non-sublicensable right for the duration of this agreement to use the Standard Software, Program Corrections and Web-Based Services provided to the Client in the object code, i.e.: (i) Standard Software and Program Corrections at the agreed installation site in accordance with the contractual specification; (ii) Web-Based Services exclusively for its own internal business purposes. Unless otherwise agreed, this licence is covered by the service fee (Part I, clause 7). All other rights to the Standard Software, Program Corrections and Web-Based Services are reserved by the Contractor and its licensors.

Without their prior written consent, the Client shall not be entitled to reproduce the Standard Software, Program Correction or Web-Based Services, change them (especially reverse engineering, disassembling), make them available to third parties, combine them with other services, sell them or resell them, rent them, lease them, assign them or transfer any rights in whole or in part or, in the case of the Standard Software, including the Program Correction, use it on hardware other than the contractual hardware without prejudice to the provisions of Section 40d of the Austrian Copyright Act (UrhG).

The Client is also prohibited from editing the information, documents, software, products and services or other material (including text, graphics, logos, button symbols, images, audio clips, data, photos, videos, fonts and recordings) (hereinafter referred to jointly as "Material") provided by the Contractor in this or any other context or from integrating them into its own services.

Any use of the Standard Software, including the Program Corrections, on hardware other than that defined in the agreement and at multiple workplaces or the use of Web-Based Services is subject to a separate written agreement for a charge, if not used for the Client's own internal business purposes. The licence is subject to the condition that the Client complies with these Terms of Service in full at all times.

If the services of the Contractor contain open-source components or the software of third parties, the applicable open-source licence conditions or the licence conditions of this relevant third party shall apply to such services with precedence over all other applicable terms and conditions.

### 13.2 Web-Based Services

In connection with the use of Web-Based Services, the Contractor may receive or record non-personal data from the Client or information from third parties (such as system-specific data, device properties, performance parameters, property names, other purely technical data or parameters and other content) (hereinafter referred to under this clause as "Content").

The Client shall grant the Contractor the non-exclusive, transferable and sub-licensable, worldwide, royalty-free, perpetual and irrevocable right to use the Content for the provision of Web-Based Services or Remote access to the Client and for the production of derivative works or aggregated data, each of which may be merged with the content, data of other customers and data from other sources (e.g. comparative data sets, statistical analyses, reports and related services (referred to jointly as "Siemens Data")). The Contractor may use the Siemens Data without restriction.

If the Client stores data manually using the Web-Based Services, the Client shall be responsible for all consequences relating to this; if the data is subject to special statutory regulations (e.g. regulatory requirements), the Client must inform the Contractor of this in writing in advance so that the Contractor can verify this. If the intended storage is possible, details of any special data handling by the Contractor shall be agreed in writing.

The Client guarantees that the necessary consent has been obtained from third parties so that the Client can use the Content to the extent described above. Unless expressly agreed otherwise in writing, the Contractor shall not be responsible or liable for deleting, correcting, destroying, damaging, losing or not storing the Content.

The Contractor shall retain copies of the information that it has obtained and of which it has gained knowledge in the course of performance. The Contractor and third parties appointed by the Contractor shall have the unrestricted, temporally unlimited and irrevocable right and permission to use the information that it has obtained and of which it has gained knowledge in the course of the services performed in anonymised format, including for non-contractual purposes, provided that such use does not relate to the process know-how that the Client has made available to the Contractor in the course of performance.

### 13.3 Duration and end

The duration of the right of use in accordance with clause 13.1 shall be defined by the agreement. In any case, the right of use shall end upon expiry of the agreed period of use or shall be limited to the period of use of the hardware defined in the agreement.

When the right to use the software ends, the Client must, at the Contractor's discretion, return the entire software, including the documents provided, to the Contractor or must destroy it and keep evidence that it has been destroyed. This also applies to modified software and software connected to other programs. At the end of the agreement, any stored data must be deleted without further notice.

If, for customised software, no agreement on the acceptance of the specifications can be reached within a reasonable period of time, the Contractor shall be entitled to end the agreement with immediate effect. Services performed up to that time shall be cancelled in accordance with the statutory provisions.

If the Client fails to fulfil its obligations under clauses 13.1 and 13.2, the Contractor shall be entitled to refuse to perform and to terminate the agreement after setting a reasonable deadline. In any

case, the Client shall be liable for all damage (e.g. downtimes) incurred by the Contractor as a result of non-compliance with such obligations.

## 14 Industrial property rights and copyright

Execution documents such as plans, sketches and other technical documents, as well as samples, catalogues, brochures, illustrations and the ideas, know-how, patents and similar acquired during performance of the agreement shall always remain the Contractor's exclusive intellectual property.

If a third party asserts justified claims against the Client for the infringement of property rights by deliveries or services performed by the Contractor (including the Standard Software or Web-Based Services used in accordance with the agreement pursuant to clause 8), the Contractor shall, subject to the following provisions of this clause 14, take one of the following actions at its own discretion and expense:

- a) obtain a right of use for the deliveries/services affected; or
- b) modify the deliveries/services so that they no longer infringe the respective property right; or
- c) replace the infringing parts of the deliveries/services.

If the Contractor is of the opinion that none of the above actions are possible with reasonable effort, the Contractor shall take back the relevant part of the deliveries/services and refund the price of such part.

The above obligations of the Contractor shall only apply to the extent that the Client:

- a) immediately notifies the Contractor in writing of the claims asserted by the third party, and provides the Contractor with copies of all information, notices, documents and other measures relating to the alleged infringement of property rights;
- b) does not acknowledge a breach, provides the Contractor with sufficient powers, provides adequate information and properly cooperates in the defence; and
- c) reserves all actions in defence (including the selection of a lawyer) and settlement negotiations for the Contractor.

If the Client ceases to use the deliveries/services or a significant part thereof, it must inform the third party in writing that such cessation of use does not constitute an acknowledgement of any infringement of property rights.

Any claims and rights of the Client shall be excluded if the Client (including its representatives, employees or contractors) is responsible for the infringement of property rights, in particular if the infringement of property rights is based on specific requirements of the Client, has been caused by any use of the supplies/services for a purpose or in a manner that was not foreseeable for the Contractor, by any modification of the supplies/services by the Client or by the use of the supplies/services together with other equipment. The Client shall indemnify and hold the Contractor harmless in such cases.

This clause 14 conclusively defines the Contractor's entire liability for the infringement of third-party property rights. Further and other claims or rights of the Client are excluded.

## 15 Confidentiality

The parties undertake to keep confidential the confidential information they receive from the other party, its affiliated companies within the meaning of Section 189a Z8 of the Austrian Commercial Code (UGB), representatives and contractors for a period of 5 (five) years after disclosure of the confidential information, irrespective of the conclusion or termination of the agreement.

The parties shall take the same precautions in this regard as they take to protect their own confidential information, but in any case shall take appropriate precautions as a minimum. The parties may only use confidential information that they receive in connection with fulfilment of the agreement and may only make it accessible to those employees, employees of their affiliated companies, representatives and contractors who need it for such a purpose and who have previously been placed under obligation in writing to maintain confidentiality to a comparable extent.

"Confidential information" is information that is labelled or described as confidential at the time of disclosure or the confidential nature of which is obvious to a reasonable person (such as, in particular, offer and project documents). This does not include information that: (i) is or becomes generally available without breach of this provision; (ii) comes to the knowledge of a party other than by way of breach of this confidentiality obligation, unless such party has reason to believe that the information is subject to a confidentiality obligation; (iii) was already in the possession of a party prior to disclosure, not subject to a confidentiality obligation; (iv) was independently developed by a party without using the confidential information; or (v) has been approved in writing by a party.

The Contractor may demand that the Client withhold or destroy confidential information that has been disclosed to it, if the purpose of the disclosure of such confidential information no longer applies (e.g. if another order is placed after the offer has been submitted or if the agreement is terminated by one of the parties).

## 16 Privacy policy

The Contractor processes the personal data in accordance with the applicable regulations for protecting personal data and for data security. The Contractor processes the personal data to perform the agreement and in accordance with Annex 1. For processing beyond this, the Client grants the Contractor the consent to process its personal data in accordance with the consent to the processing of personal data (<https://asc.siemens.at/recht>, "Data protection" drop-down menu). The Contractor's data protection declaration (<https://asc.siemens.at/recht>, "Data protection" drop-down menu) explains how the Contractor handles personal data and which options the data subject has to lodge a complaint about such data processing.

## 17 Information security

The parties undertake to take appropriate and suitable technical and organisational measures (e.g. implementation of a state-of-the-art password policy, regular scans for any vulnerabilities and malware, and regular installation of current security patches) to protect their information technology (IT), such as hardware, software, IT systems, networks, Internet-enabled applications, cloud applications that they use, common IT interfaces, as well as all information and data contained therein from IT security incidents. An "IT security incident" is any loss or unauthorised deletion, destruction, modification, disclosure, unauthorised access to, or unauthorised control of, IT infrastructures, as well as any other unauthorised direct or indirect impact on the infrastructure of a party.

For delivery of software by the Contractor, the Client shall be solely responsible for the design, implementation and maintenance of a state-of-the-art security concept that protects its information technology. This concept includes, among other things, the installation of updates as soon as they are available to the Client in accordance with the Contractor's installation instructions and using the latest product versions, compliance with security instructions, the installation of patches and the performance of related measures.

If a party becomes aware of a potential IT security incident and it is not possible to rule out that the security of the other party's IT infrastructure is or could be negatively affected as a result, the affected party must notify the other party of the IT security incident immediately, at the latest within 48 hours. The notice must describe the possible cause and nature of the IT security incident and contain appropriate information about the reasonably expected impact on the IT infrastructure of the other party, insofar as a reasonable assessment of the facts is already possible at that point in time. The other party must be notified of any subsequent assessment or changes to an existing assessment accordingly. Such a notice is subject to the confidentiality provision under clause 15.

The party affected by an IT security incident must in any case take appropriate and proportionate measures relative to the severity of the IT security incident in order to avert or – if this is not possible – to limit the impact on the IT infrastructure of the other party.

## 18 Liability

### 18.1 Scope of liability

For one-off deliveries or services, the Contractor shall be liable for damage, where gross negligence on the part of the Contractor or its vicarious agents is proven, at 25% of the net order value of the one-off delivery or service per case of damage, whereby the total liability in the case of gross negligence is limited to the net order value of the one-off delivery or service.

For regularly recurring services, the total liability in cases of gross negligence shall be limited to the amount of an annual fee for the agreed services or to 50,000 Euro in the absence of an agreement on the annual fee. In such cases, the liability of the Contractor shall be limited to 25% of the annual fee or 12,500 Euro for each case of damage in the absence of an agreed annual fee.

Liability for minor negligence, compensation for consequential damage, pure financial losses, indirect damage, production losses, financing costs, costs for an alternative form of electricity, loss of electricity, data or information, lost profit, losses resulting from claims by third parties against the Client, loss of savings and interest rate losses is excluded.

No liability on the part of the Contractor may be derived from statements made by the Contractor that have not been included in writing in the agreement or from information contained in brochures, catalogues and advertising material.

If contractual penalties are agreed in the agreement, further claims arising from the relevant title are excluded.

If the Client uses the services of the Contractor's staff to perform a service on the basis of a prior written agreement for a fee, this shall be solely at the risk of the Client and with the exclusion of any liability of the Contractor.

The Contractor shall not be liable for damage incurred directly or indirectly by the Client as a result of a breach of its own obligations to cooperate in accordance with clause 5, in particular if the Client provides the Contractor with incorrect, incomplete or misleading information for the performance and/or its own usage behaviour and/or the usage behaviour of the end customer.

Unless otherwise agreed in the agreement, any compensation for damage shall be excluded in the event of non-compliance with any conditions for installation, implementation and use (such as contained in operating instructions) of software or official conditions for approval.

The provisions of clause 18 are final for all claims of the Client against the Contractor, irrespective of their legal grounds and title, and are also valid for all employees, subcontractors, and suppliers of the Contractor.

### 18.2 Assertion of claims

Claims of the Client must be asserted in court within 3 (three) years of the completed performance, otherwise the Client shall have no claim. Mandatory statutory provisions that stipulate other periods remain unaffected.

## 19 Foreign trade law and export control

### 19.1 General compliance with export control regulations

The Client must comply with all applicable regulations under sanctions, embargo and (re-)export control law, and in all cases with applicable regulations of the European Union, the United States of America and any locally applicable laws (referred to collectively as "Export Law").

### 19.2 Verification for goods and services

Prior to any transactions relating to the goods (including hardware and/or software and/or technology, including related documentation) supplied by the Contractor ("Goods") or the services (including maintenance and technical support of any kind) provided by the Contractor ("Services") with third parties, the Client shall verify and take appropriate measures to ensure that:

- a) the use, transfer or distribution of such Goods and Services by the Client, the brokering of contracts and the provision of other economic resources in connection with the Goods and Services do not breach Export Law – including taking into account any prohibitions on circumvention (e.g. by unauthorised diversion);
- b) the Goods and Services are not intended or made available for prohibited non-civilian uses or uses that require a licence (armaments, nuclear technology, weapons or any other defence/military use);
- c) it has checked all the parties directly or indirectly involved in receiving, using, transferring or distributing the Goods and Services against all applicable (sanctions) lists under Export Law relating to business transactions with companies, persons or organisations named therein; and
- d) Goods and Services that are subject to goods-specific restrictions, as specified in the relevant annexes under Export Law, cannot be unlawfully: (i) exported directly or indirectly (e.g. via countries of the Eurasian Economic Union (EAEU)) to Russia or Belarus; or (ii) resold to a third-party business partner who has not undertaken in advance not to export these Goods and Services to Russia or Belarus.

### 19.3 Unauthorised use of software and cloud services

Unless permitted under Export Law or under corresponding official licences or authorisations, the Client must not:

- a) download, install, access or use the software or cloud services from or at a location from or to which access is prohibited or restricted by comprehensive sanctions or subject to licence under Export Law;
- b) grant access, transfer, (re-)export (including deemed (re-)exports) or otherwise make available to any entity, person or organisation that is on an export control (sanctions) list or is owned or controlled by a listed party;
- c) use the software or cloud services for a purpose prohibited under Export Law (e.g. in connection with armaments, nuclear technology or weapons);
- d) upload customer content to the cloud services platform, unless it is non-controlled (e.g. EU: AL = N; USA: ECCN = N or EAR99); or
- e) enable the above to be done by a user of the delivery items. The Client must provide each user with all the information required to comply with Export Law.

### 19.4 Development of semiconductors

The Client shall not use any Goods, Services, software and/or cloud services to develop or manufacture integrated circuits in developed semiconductor manufacturing facilities in the People's Republic of China and other locations that meet the criteria of the U.S. Export Administration Regulations (15 C.F.R. 744.23) without the prior written consent of Siemens.

### 19.5 No re-export to Russia or Belarus

In place of clause 19.2 d), this clause 19.5 applies to customers based in a country outside the European Union, unless it is a partner country listed in Annex VIII of EU Regulation No 833/2014 (currently: the United States of America, Japan, the United Kingdom, South Korea, Australia, Canada, New Zealand, Norway and Switzerland).

- a) The Client shall not sell, export, re-export or take any such action for use in the Russian Federation or Belarus, either directly or indirectly (e.g. via countries of the Eurasian Economic Union (EAEU)), Goods (including but not limited to hardware, software, technology and related documentation) received from Siemens under or in connection with an individual agreement (hereinafter: the "Goods").
- b) The Client shall make every reasonable effort to ensure that the purpose of the provision of clause 19.5 a) is not undermined by third parties in the trade chain, including potential resellers.
- c) The Client shall establish and maintain appropriate mechanisms to check its trade chain to identify behaviour by third parties in the trade chain, including potential resellers, that would undermine the purpose of the provision of clause 19.5 a).
- d) Any breach of clauses 19.5 a) to 19.5 c) shall constitute a material breach of a material provision of the individual agreement, and Siemens shall be entitled to take appropriate action in the event of such a breach, including but not limited to:
  - requiring a plan to remedy the breach;
  - claiming a contractual penalty equal to the price of the re-exported goods or to 5% of the agreement value, whichever is higher;
  - suspending any business relationships with the Client and/or its affiliates until the breach of clause 19.5 a) has been remedied; and/or
  - terminating the individual agreement.
- e) The Client must immediately inform Siemens of any problems during application of the provisions of clauses 19.5 a) to 19.5 c), including any relevant activities of third parties that may frustrate the purpose of the provision of clause 19.5 a). The Client shall provide Siemens with information about complying with the obligations set out in clauses 19.5 a) to 19.5 c) within two weeks of being requested to do so.

## 19.6 Information

On request, the Client shall immediately provide the Contractor with all information about the user(s), the intended use and the place of use or final destination (for hardware, documentation and technology) of the Goods, Services, software and/or cloud services. The Client shall notify the Contractor before communicating defence-related information or such information that requires specially controlled data processing under applicable government regulations, and shall use the communication channels and methods provided by the Contractor for this purpose.

### 19.7 Indemnity

The Client indemnifies the Contractor, its affiliates, suppliers and their applicable representatives against all claims, fines and costs (including legal fees and expenses) that are in any way related to non-compliance with this clause 19 or the (alleged) violation of Export Law by the Client, the users or their business partners and undertakes to compensate for all damage and expenses incurred by the Contractor in this regard.

### 19.8 Reservation on delivery

Performance of the agreement by the Contractor is subject to there being no obstacles to the performance by virtue of national or international provisions of foreign trade law and no embargoes and/or other sanctions. The Client acknowledges that the Contractor may be obliged under Export Law to restrict or block the Client's and/or users' access to the software and/or the cloud services.

### 19.9 Final recipient

An export check is always carried out by Siemens, using the delivery address provided by the Client (clause 3.2). If this is not the final recipient or final destination of the Goods or Services supplied by Siemens, the Client must state the final recipient separately on its order. As Siemens processes the Client's order electronically, the Client must do this in a standardised format. The final recipient's data must always be preceded by the wording: "END CUSTOMER: [...]".

## 20 Dispute resolution

### 20.1 Negotiations

If any disputes arise from or in connection with the Service Agreement, the parties shall endeavour to resolve such disputes amicably by agreement. At the request of one party, a representative of the senior management for each party shall participate in the negotiations. Each party may declare an end to such negotiations at any time by written declaration to the other party.

The provisions of this clause and the following clauses shall not restrict the right of the parties to apply for interim relief before the state courts with jurisdiction or the arbitration tribunal.

### 20.2 Place of jurisdiction

All disputes arising out of or in connection with the Service Agreement that are not settled by negotiations in accordance with clause 20.1, including those concerning the existence or non-existence of the agreement as well as disputes concerning the end of or subsequent amendments to the agreement, shall be subject to the exclusive jurisdiction of the competent court at the District Court Inner City of Vienna.

### 21 Applicable law

These Terms of Service, including any other agreements, addenda, supplements and attachments relating to the concluded Service Agreement, are governed by Austrian law, excluding its conflict of law rules.

The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

## 22 Final provisions

### 22.1 Written form

This contract, any amendments and/or supplements of this contract (including any amendments to the following form requirements), termination of this contract as well as any (other) unilateral declarations of intent under or in connection with this contract must be executed in written form. The written form according to this contract is met by (i) a hand-written signature, (ii) a qualified electronic signature according to Art. 3 Nr. 12 Regulation (EU) No 910/2014 (eIDAS-Regulation) or an advanced electronic signature according to Art. 26 eIDAS-Regulation using a software tool for electronic signatures, (iii) a simple electronic signature as defined in Article 3 No. 10 eIDAS-Regulation using a software tool for electronic signatures with at least 2-factor authentication, (iv) the scan of a hand-signed original sent by e-mail or (v) compliance with an existing EDI agreement. Offer letters, orders and order confirmations may also be generated without a signature in an electronic IT-system under reference to an offer- or order number.

For any other declarations, notices and communication under this contract not covered by the previous paragraph, the written form according to this contract is also - in addition to the forms mentioned in the previous paragraph - met by e-mail or (any other) simple electronic signature according to Art. 3 Nr. 10 of the eIDAS-Regulation using a software tool for electronic signatures unless the parties have expressly agreed otherwise in written form.

### 22.2 Non-severability

If individual provisions of all parts of this agreement are or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. Instead, the invalid or unenforceable provision shall be replaced by a provision that comes as close as possible to the intended purpose.

### Teil II SOFTWARE MAINTENANCE

#### 1 General

The following terms of agreement (Part II) apply to the maintenance of the Contractor's Standard Software or Web-Based Services. Part II supplements the General Terms and Conditions of Service (Part I) and takes precedence over them exclusively for the specific subject matter of Part II.

#### 2 Terms

A **Patch** is a temporary correction of a defect without interfering with the source code.

**Program Correction** is the generic term for a workaround, patch, update or upgrade including the associated documentation.

**Standard Software** means programs, program modules, software applications, tools, etc. that have been developed for the needs of a majority of customers on the market and not specifically by the Contractor for the Client exclusively according to the Client's specifications, including the associated documentation.

**System Environment** means the hardware and system software (including communication services) specified by the Contractor or manufacturer that are required for the Standard Software to run.

**Remote Access** (Remote Service) means maintenance services that are provided from a remote location via agreed communication equipment and suitable communication services and for which the Client provides the necessary infrastructure facilities (lines and modems).

A **Workaround** is a temporary way to work around a defect without interfering with the code (source code or executable code).

An **Update** is a bundle of corrections for multiple defects, in a single delivery.

An **Upgrade** is a bundle of multiple bug fixes and minor functional improvements and/or customisations (e.g. for changed operating conditions or changes to APIs, configurations and database structures).

#### 3 Nature and scope of software maintenance

If the performance of maintenance services for Standard Software or Web-Based Services is agreed in the Service Agreement, the Contractor shall provide the maintenance services for the version of the Standard Software or the Web-Based Service as agreed in the Service Agreement, otherwise for the version of Standard Software or the Web-Based Service provided on the Internet at the time of conclusion of the agreement.

If agreed accordingly in the Service Agreement, the Contractor must provide available Program Corrections. Unless expressly agreed otherwise in the Service Agreement, software maintenance does not include installation or support and consulting services for the Program Corrections that are supplied. Instead of Program Corrections, the Contractor may provide the Client with new software or a new Web-Based Service that contains all known Program Corrections of the Standard Software or the Web-Based Service combined.

The Contractor shall only be obliged to provide the maintenance service for the latest available version of a Web-Based Service or for an older version of the Standard Software that, however, is not older than 12 months from the release of the latest version.

#### 4 Client's obligations to cooperate

The Client shall support the Contractor to a reasonable extent with the performance of the contractual services. In particular, the Client shall inform the Contractor of the scope of the existing rights of use and – if necessary – the scope of the rights of use by third parties for the Standard Software or Web-Based Service listed in the agreement. The Client shall provide the necessary information and documents in full and in good time.

The Client must inform the Contractor of its operating environment and of any changes to its operating environment in good time. The Client shall inform the Contractor immediately of any detrimental impacts of such changes, of which it is aware.

If the Client does not use the Standard Software or a Web-Based Service in accordance with the System Environment or usage agreement or does not comply with its obligation to provide information in good time, the Contractor shall be entitled to not perform the maintenance services in accordance with the agreement. Notwithstanding, the obligation to continue to pay the fee shall remain unaffected.

#### 5 Additional requirements for fulfilment of warranty for software maintenance

Additional preconditions for any correction of defects for software maintenance are that: (a) it is a functionally disruptive deviation; (b) it is reproducible; (c) the Client has installed any patches, updates, upgrades or new versions offered to the Client free of charge within the warranty period; and (d) the Contractor is granted access to the hardware and software during its normal working hours.

## Teil III Annex 1 AGREEMENT GOVERNING DATA PROCESSING ON BEHALF OF THE CUSTOMER (Data Processing Agreement)

### 1 Purpose of the agreement and scope

This Data Processing Agreement applies where the provision of the contractual services includes the processing of personal data on behalf of the customer by Siemens as the processor. Other rights and obligations remain unaffected and are governed exclusively by the other parts of these Terms of Service or the agreement.

Siemens shall only process personal data in accordance with applicable data protection law and the terms of the agreement (including the terms of this Data Processing Agreement) and shall not be obliged to comply with any data protection regulations that are applicable exclusively to the Client or the Client's sector of industry and not generally applicable to processors. The Client must also comply with the data protection law applicable to the Client.

### 2 Description of data processing activities

Data processing is carried out for the purpose of providing the services set out in the Service Agreement. Based on the agreed modules (see Annex to the Service Agreement), Siemens processes the following categories of personal data for the following data subjects:

Product	Service	Explanation
Building security systems Building automation systems Risk management, security management and building management systems PSIM (physical security information management) Online applications (Web-Based Services)	<p>Servicing, inspection and maintenance services (on-site or by remote access) in accordance with the service description in the concluded contracts</p> <p>Providing data transfer (e.g. cRSP)</p> <p>Management, optimisation and other use of a product via a web application developed for the respective product (Web-Based Service)</p> <p>Setting up and managing personal user accounts</p> <p>Backup and data protection services</p> <p>Data hosting</p> <p>Operational management</p> <p>Customer support</p>	<p>The stored data (e.g. names of employees, user accounts set up, user actions logged in log files) can be viewed.</p> <p>Files containing the customer's personal data (e.g. user names in the system log and their activities, names of employees and their access to specific security areas or recordings via video surveillance systems, callout reports, maintenance logs) are read and saved on back-up media (e.g. portable drives, local servers) and output, if necessary.</p> <p>The customer and/or authorised users can upload files that may contain personal data, which Siemens then saves in a cloud solution.</p> <p>Personal data stored on the system (including in connection with fault orders, callout reports and maintenance logs) can be viewed.</p>
Siveillance VMS	3rd level software support, also remote access via cRSP	Files containing personal data can be viewed during data transfer and 3rd level support (e.g. employee names, logs of user actions).

<p>Data subjects</p> <ul style="list-style-type: none"> <li>Customer</li> <li>Employees of the (end) customer or its service providers which operate and/or configure the respective product</li> <li>Visitors/third parties who are not part of the company and who enter the monitored area, for example</li> </ul>
<p>Data categories</p> <ul style="list-style-type: none"> <li>Corporate data (company, address etc.)</li> <li>Personal master data (name, user name, personnel number, office address, validity of user access rights, etc.)</li> <li>Business contact details (email address, telephone number)</li> <li>Physical access data (place and time of access, if applicable image recordings)</li> <li>IP addresses and technical parameters of end devices which can be used to access the system</li> <li>IP addresses and technical parameters of transmission systems</li> <li>Logged activity (e.g. changes to the system configuration)</li> <li>Network data</li> <li>In addition, only for surveillance video products: video recordings</li> <li>In addition, only for online applications: specific data relating to the user account (e.g. user role, user creation data, ID data), or metadata (especially documents or location data, the uploads of which can be freely determined) to which the user can freely assign a structural node</li> </ul>

### 3 Authority to issue instructions

Siemens only acts as the processor in accordance with the customer's documented instructions. The Parties agree that the contract including this Data Processing Agreement constitutes the customer's conclusive instructions in relation to the processing of personal data by Siemens as the processor.

Within the scope of what is economically reasonable, Siemens must follow any further instructions by the customer to the extent that such instructions can be implemented technically and do not require any major changes to the provision of the contractual services (or the underlying software). All other instructions must be agreed in writing between the customer and Siemens and may result in additional costs for the customer.

### 4 Technical and organisational measures

Siemens shall implement the following technical and organisational measures for the security of the personal data:

#### I. Basic measures

The basic measures ensure that the confidentiality and integrity of the systems which Siemens uses to process the personal data, are protected, especially during remote access. These measures are applicable to all processing carried out by Siemens, unless agreed otherwise.

##### 1. Internal organisation

Siemens has appointed a data protection officer. All employees and service providers of Siemens who have access to personal data are obligated only to process data on instruction and solely for providing the contractually agreed services.

##### 2. Protection against unauthorised access

Siemens protects the buildings and offices with appropriate access control systems based on a security classification of the buildings or offices and in accordance with the defined user access rights concept. All buildings and offices are protected by technical access control measures, e.g. a card reader system. Depending on their security classification, the premises, buildings or individual areas are protected with additional measures.

Physical access rights for authorised persons are assigned individually in accordance with the specified criteria. This also applies to external parties.

##### 3. Protection of computers

Access to computers (e.g. notebooks, workstations) is only granted to authenticated users in application of e.g. the following measures: data encryption; individualised password assignment (min. 8 characters, automatically expires on a regular basis); information which requires a higher level of confidentiality is additionally subject to 2-factor authentication based on Siemens employee IDs with PKI-based procedures; the system locks automatically if inactive.

The computers used are protected against attacks and against any incidental or intentional destruction or amendment e.g. by intrusion detection systems, firewalls and regularly updated malware filters.

##### 4. Protection of data against disclosure, during transport and during remote access

During electronic transmission, transport or storage on data media, Siemens ensures that personal data cannot be read, changed or removed without authorisation, and that the points to which the personal data is to be sent as a result of setting up the data transmission can be checked and identified.

Electronic communication channels are protected by setting up virtual local networks. Where a physical data storage medium is transported, the data is only transported in an encrypted format. Remote data connections are protected by encryption. The date, type and scope of the remote processing are logged.

#### II. Specific measures for services where Siemens saves customer data in IT systems

These specific measures ensure that the confidentiality, integrity, availability and resilience of the IT systems which Siemens uses to store the customer's data, are protected. They are used whenever the storage of data constitutes a material component of the contractual services provided by Siemens and is not merely temporary.

##### 1. Protection against unauthorised processing

Siemens ensures that the persons authorised to use an IT system can access the data solely subject to their access authorisation and that the personal data cannot be read, copied, changed or removed without authorisation during processing and use and after saving.

Access to personal data in IT systems is granted on the basis of a role-based user access rights concept. Furthermore, unauthorised access to personal data is prevented by data encryption.

##### 2. Ensuring traceability

Siemens ensures that it is possible to check and identify later on whether and by whom personal data has been entered, changed or removed on data processing systems.

Siemens only grants authenticated users access to personal data on the basis of a role-based user access rights concept. Access to personal data is recorded in log files, which log its creation, change and deletion.

##### 3. Ensuring integrity, availability and resilience

Siemens ensures that the systems used for the processing are protected against outages and that personal data is available without restriction and protected against loss at all times.

Siemens stores personal data using redundant systems depending on the security classification. In addition, Siemens uses uninterrupted power supplies (e.g. UPSs, batteries, generators) to ensure that its data centres are provided with power. A comprehensive written contingency plan has been prepared. Contingency processes and systems are tested on a regular basis.

The customer hereby confirms that the security level provided by the technical and organisational measures is appropriate in relation to the risk of the processing carried out by Siemens. The

customer is aware that the technical and organisational measures are subject to technical further development. As a result, Siemens has the right to take appropriate alternative measures, as long as this does not lower the security level provided.

## 5 Confidentiality of processing

Siemens places employees who are entrusted with the processing of personal data under obligation: (i) to maintain the confidentiality of data processing; (ii) to process personal data exclusively in accordance with the provisions of this Data Processing Agreement or documented instructions from the customer; and (iii) to take part in data protection and security training.

## 6 Subprocessors

Siemens shall only appoint subprocessors with the customer's prior consent. Such consent must not be withheld unreasonably. The customer hereby agrees to the commissioning of the following subprocessors:

- Qoqnyfi GmbH, Werner-von-Siemens-Str. 2-6, 76646 Bruchsal, Germany and Qoqnyfi GmbH, for video systems and for the purpose (with the ability to access the customer's personal data) of analysing video sequences for troubleshooting (3rd level support), analysing the configuration and the system database for troubleshooting (3rd level support) and analysing the log files for troubleshooting (3rd level support);

- Siemens AG Deutschland, Otto-Hahn-Ring 6, 81739 Munich, Germany; Siemens Schweiz AG, Gubelstr. 22, 6300 Zug, Switzerland; AUTEC Gesellschaft für Automationstechnik mbH, Bahnhofstr. 57 + 61b, 55234 Framersheim, Germany and ESSECCA GmbH Ing. Julius-Raab-Str. 2, 2721 Bad Fischau, Austria; ASSA ABLOY, Hütteldorfer Str. 216 C, 1140 Vienna, Austria, for physical access control and for the purpose (with the ability to access the customer's personal data) of analysing the configuration and the system database for troubleshooting (3rd level support) and analysing the log files for troubleshooting (3rd level support);

- ITEC Tontechnik GesmbH, Lassnitzthal 300, 8200 Gleisdorf, Austria; for sound reinforcement/evacuation systems for the purpose (with the ability to access the customer's personal data) of analysing sound sequences for troubleshooting (3rd level support), analysing the configuration and the system database for troubleshooting (3rd level support) and analysing the log files for troubleshooting (3rd level support);

- Siemens AG Deutschland, Otto-Hahn-Ring 6, 81739 Munich, Germany; Hospical GmbH, Rohretweg 17, 83064 Raubling, Germany for patient information systems for the purpose (with ability to access the customer's personal data) of analysing the configuration and the system database for troubleshooting (3rd level support) and analysing the log files for troubleshooting (3rd level support);

- Siemens Schweiz AG, Gubelstr. 22, 6300 Zug, Switzerland; Siemens S.p.A, Via Vipiteno 4, 20128 Milan, Italy; Siemens EOOD, Kukush Str., 1309 Sofia, Bulgaria; Advancis Software & Services GmbH, Monzstr. 3, 63225 Langen, Germany; Advancis Austria GmbH, Hietzinger Kai 13/10, 1130 Vienna, Austria; for risk management, security management, building management and building automation systems and PSIM (physical security information management) for the purpose (with the ability to access the customer's personal data) of analysing the configuration and the system database for troubleshooting (3rd level support), analysing log files for troubleshooting (3rd level support), system programming and graphic adaptations, in particular as part of a Program Correction;

- eggs unimedia GmbH, Balanstr. 73, Haus 19, 81541 Munich, Germany; Amazon Web Services Inc., 410 Terry Avenue North, Seattle WA 98109, United States (including other subprocessors of Amazon: <https://aws.amazon.com/de/compliance/sub-processors>; Amazon Web Service EMEA Sarl, L-1855 Luxembourg);

- Siemens Schweiz AG, Gubelstr. 22, 6300 Zug, Switzerland; Siemens AG, Otto-Hahn-Ring 6, 81739 Munich, Schuhrstr. 60, 91052 Erlangen, Germany; Accenture AG, Fraumünsterstr. 16, CH-8001 Zurich, Switzerland; Accenture Innovation Hub, Primal Projects Pvt. Ltd. SEZ, Bellandur Village, Varthur Hobli, Bengaluru East Taluka Bengaluru, India, 560103; Atos IT Solution & Service GmbH, Freilagerstr. 28, 8047 Zurich, Switzerland; Atos Information Technology GmbH, Otto-Hahn-Ring 6, 81739 Munich, Germany; Siemens Healthcare GmbH, Henkestr. 127, 91052 Erlangen, Germany; Atos IT Solutions und Services GmbH, Eduard Bodem Gasse 2, Innsbruck, Austria; Nagarro Pvt. Ltd. 19/20 East Punjabi Bagh New Delhi - 110026, India; Siemens S.p.A. Via Vipiteno 4, 20128 Milan, Italy; Siemens Technology and Services Private Limited, Kandanchavady, Perungudi, 40 M G R Salai, 600096 Chennai, India; Siemens Industry, Inc.: 1000 Deerfield Parkway, 60089-4513 Buffalo Grove, IL, USA; COHENWARE ApS: Øresundsvej 144G, 1.th. DK-2300 Copenhagen S, Denmark; Siemens s.r.o. Duvravska cesta 4 845 37 Bratislava 4, Slovakia; for online applications (Web-Based Services) and Remote Services for the purpose (with ability to access the customer's personal data) of analysing the configuration and the system database for troubleshooting (3rd level support), analysing log files for troubleshooting (3rd level support), system programming and hosting / IT administration and services/front/back end implementation/infrastructure and operational management services/data storage;

- For Siveillance Video: Siemens AG Deutschland Niederlassung Karlsruhe, Siemensallee 75, 76187 Karlsruhe; Atos IT Solution & Service GmbH, Germany (only for cRSP Remote Access) for the purpose of service, platform operation and maintenance and Milestone Systems A/S, Denmark for the purpose of providing maintenance and services via Remote Access.

When appointing subprocessors, Siemens must enter into an agreement with each subprocessor appointed which imposes obligations on the subprocessor that are equivalent in substance to those applicable to Siemens under this Data Processing Agreement. Following the customer's written request, the customer shall be sent a copy of the relevant contractual clauses, provided that these contractual clauses do not contain any commercial or other confidential information. In this case, Siemens may redact such information.

Siemens is authorised to replace existing subprocessors or appoint new subprocessors at any time. If, and to the extent, required by applicable data protection law, new subprocessors shall only be used with the customer's consent. The customer's consent to appoint additional subprocessors must be obtained in accordance with the following procedure:

(i) Siemens notifies the customer at least 10 (ten) days before the new subprocessor uses and accesses the customer's personal data.

(ii) If the customer does not object in writing during this period stating an important cause, the customer's consent is deemed to have been given, provided that Siemens has pointed out the consequence of the deadline expiring without an objection.

(iii) If the Customer objects to Siemens, Siemens is authorised to terminate the agreement with a notice period of 10 (ten) days. In place of the termination, Siemens may also: (a) continue the agreement without the subprocessor to whom the objection relates; (b) take the necessary measures to remove the customer's concerns from the objection; or (c) cease that part of the contractual services with the customer's consent for which the respective subprocessor would have been used.

Siemens is liable for breaches of the subprocessor's obligations to the same extent as for its own breaches of obligations. This does not apply to claims for compensation or to other claims which result from an instruction by the customer to a subprocessor.

## 7 Customer's data protection officer

After signing the agreement, the customer shall inform Siemens of the name and contact details of its data protection officer. If the data protection officer changes, Siemens must be immediately notified of this in writing (including by email).

Unless explicitly agreed otherwise, Siemens must send all notifications and reports under this Data Processing Agreement to the data protection officer. Notifications and reports must be sent in writing (including by email).

## 8 Rectification, erasure and restriction of processing

Siemens undertakes, in accordance with the technical capabilities of Siemens, to implement the rectification, erasure or restriction of processing in accordance with the Client's instructions.

## 9 Reporting obligations and further support from Siemens

If Siemens becomes aware of any violations of the protection of personal data, Siemens shall notify the customer of this immediately. In this case, Siemens shall: (i) cooperate with the customer in investigating such an event to a reasonable extent; (ii) adequately support the customer, if necessary, in meeting its obligation to report the security incident in accordance with the applicable data protection law; and (iii) initiate suitable remedial measures. If and to the extent that the information cannot be provided at the same time, Siemens may provide such information in stages, without unreasonable further delay.

To the extent permitted by law, Siemens shall notify the customer immediately of: (i) any complaints or enquiries by data subjects, the personal data of whom is being processed under this Data Processing Agreement (e.g. regarding the rectification, erasure or restriction of processing of data); and (ii) any instructions and enquiries from competent supervisory authorities or courts.

Following the customer's request, Siemens shall support the customer to a reasonable extent with:

(i) responding to complaints, enquiries or orders as per this clause;

(ii) meeting other data protection law obligations under applicable data protection law.

The support shall be provided at the customer's expense and must be invoiced at cost, unless this is due to a culpable violation of the Data Processing Agreement or applicable data protection law by Siemens.

If Siemens receives an order from a third party to disclose the personal data, Siemens undertakes: (i) to take reasonable steps to ensure that the third party exercises the request for disclosure directly to the customer; (ii) to inform the customer immediately, unless informing the customer is prohibited by law; if informing the customer is prohibited by law, to take available legal remedies against the prohibition in order to be able to promptly disclose as much information as possible to the customer; and (iii) to take available legal remedies to contest the legality of the order under the law applicable to the requesting third party or to claim a conflict with EEA law or the law of an EEA Member State.

## 10 Inspection rights

The customer is authorised in accordance with this clause to check compliance with the obligations set out in this Data Processing Agreement to protect personal data (particularly in respect of the technical and organisational measures) by Siemens or subprocessors at annual intervals or on an ad hoc basis. Such audits must be limited to the information and data processing systems that are material to providing the contractual services.

To the extent that Siemens or subprocessors provide certifications for the contractual services and regularly prepare audit reports, such certifications and audit reports must be used first to exercise the inspection rights under this Data Processing Agreement. Following the customer's request, Siemens shall make available: (i) the relevant excerpts from the audit reports; and (ii) information and documents relating to the existing certifications and audit reports for the contractual services. The audit reports, information and documents made available constitute confidential information belonging to Siemens.

The customer is only entitled, at its own expense, and only if the certificates and audit reports are insufficient for the client to meet the requirements of audits and inspections under applicable data protection law: (i) to request additional information and documents; and, (ii) after first giving notice with an appropriate period, to carry out further checks of the control environment and security practices relevant to the personal data to be processed; these must not disrupt the Siemens business processes, and the checks must be carried out in line with the Siemens security guidelines and applicable data protection law.

## 11 Erasure of data at the end of the agreement

Unless agreed otherwise between the parties, Siemens shall erase all the personal data which the customer has made available to Siemens or which has been collected in connection with providing the contractual service, when the Data Processing Agreement ends. On request, Siemens shall confirm the erasure in writing.

## 12 International data transfer

Third-country transfers. If a third-country transfer involves personal data of a controller based in the EEA, Switzerland or the United Kingdom, Siemens must implement the measures set out in this Data Processing Agreement to ensure an adequate level of data protection. Siemens is entitled to replace the measures specified in this Data Processing Agreement to ensure an adequate level of data protection, with alternative measures. In this case, the mechanism for giving notice and consent under clause 6 applies accordingly.

Standard Contractual Clauses. The following provisions apply if and to the extent that the measures to ensure an adequate level of data protection are based on the Standard Contractual Clauses. If the Siemens company with which the Data Processing Agreement has been concluded is located within the EEA and within a country with an adequacy decision, Siemens shall conclude Module 3 of the EU Standard Contractual Clauses and the relevant provisions of the UK Standard Contractual Clauses with subprocessors. In doing so, Siemens must ensure that the processing activities performed by the subprocessor are covered by the Standard Contractual Clauses. Any transfer of personal data is carried out in compliance with the requirements of Module 3 of the Standard Contractual Clauses.

7.3. Binding Corporate Rules (BCR). If and to the extent that the measures to ensure an adequate level of data protection are based on the BCR, Siemens shall place the subprocessor under obligation by contract to comply with the BCR when processing personal data under this Data Processing Agreement.

### 13 Miscellaneous

This Data Processing Agreement shall end automatically when the underlying Service Agreement ends or, in the case of several agreements, when the agreement which continues the longest ends. The right to terminate for good cause remains unaffected.

In the event of conflicts between the provisions of this Data Processing Agreement and the provisions of an agreement or the Terms of Service, the provisions of this Data Processing Agreement shall take precedence with regard to the rights and obligations of the parties under data protection law. If it is unclear whether a provision relates to the parties' rights and obligations under data protection law, this Data Processing Agreement shall apply in the event of doubt.

Termination, ancillary agreements, amendments, and supplements to this Data Processing Agreement must be made in writing in accordance with Part I clause Teil I22.1 of the Terms of Service. This formal requirement may only be waived in writing.

If individual provisions of this Data Processing Agreement are or become invalid in full or in part, or if there are legal reasons that make it impossible to implement them in the intended manner, this shall not otherwise affect the validity of the Data Processing Agreement. The parties shall cooperate as partners to find a provision that comes as close as legally possible to the original intention of the invalid provision.

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