

Master Order Form for Digital Services

Between

Nederland
(hereinafter “**you**” or “**your**”)

And

Siemens Switzerland Ltd
Building Products
Theilerstrasse 1a
6300 Zug, Switzerland
(hereinafter “**we**”, “**us**” or “**our**”)
(and collectively as “**Parties**”)

Reference Number

1. Services and Fees

- 1.1. We will provide you with the services which you ordered according to the process below and which are listed in the applicable Exhibit 1 “Product and Services Data Sheet (“**Services**”)” as part of Your Individual Contract(s) subject to you accepting the terms and conditions set forth in the “Digital Service Agreement” (“**DSA**”) posted at <https://www.siemens.com/si/cloud/terms> and in this Master Order Form, including its Exhibits as per Art. 4. After executing this Master Order Form, when you desire to order Services from us online, please request an offer from your Siemens contact person identified in Art. 2. You may accept such offer by ordering electronically in the webstore of the Services within the period specified in our offer. By accepting our offer, an individual contract is concluded (“Individual Contract”) under this Master Order Form and DSA. We will provide and charge you for the Service(s) and fee(s) as agreed in the Individual Contract(s) which shall become appended to Exhibit 2 of this Master Order Form.
- 1.2 The Initial Subscription Term for Services, if applicable, is defined in the webstore of the Services. Unless otherwise set forth in the DSA as amended by this Master Order Form or unless the Services are terminated in accordance with Section 10.2 of the DSA, upon expiration of the Initial Subscription Term, the relevant Individual Contract will renew automatically for a subsequent renewal term of twelve (12) months (“Renewal Service Term”), unless either Party notifies the other Party, at least one (1) day prior to the end of the then-current Subscription Term, that it chooses not to renew. The Initial Subscription Term and all Renewal Subscription Terms (if any) are referred to in this Agreement collectively as the “Subscription Term”.
For a renewed Subscription Term, the then-current pricing and the then current terms and conditions of the DSA, Master Order Form and PSDS apply.

Services which are based on a one-time credit point system (as defined in the webstore) do not have a fix subscription term and do not renew automatically but expire once all credits are utilized.

- 1.3 Under this Master Order Form, the Parties may agree on more than one Service resulting in different running Subscription Terms. The term of this Master Order Form is one year from the date of the last signature of the last signing party (the “Effective Date”). However, the term may be extended by the Subscription Term of any Service you order after the Effective Date. Also, this Master Order Form remains valid as a frame agreement for the Services even if you have not activated a Service, provided the gap between the expiry of the last remaining Subscription Term is less than one year from the expiry of last ordered Service. Upon thirty (30) days’ notice, either Party may terminate this Master Order Form for convenience, except the terms herein shall remain in effect for the Subscription Term of any active Service.

2. Authorized Contact Persons

The contact person designated by us:

Name

Function

Phone

Email

Name

Function

Phone

Email

Technical Sales Support Professional

The contact person designated by you for all contractual matters:

Name

Function

Phone

Email

The technical contact person designated by you:

Name

Function

Phone

Email

Please provide us with the contact details of your data protection officer:

Name

Email

3. Your Contracts with Your Customers

Under your Account, you may permit any of your Customers as defined in Art. 5 below and their Users to access and use the Services for the purpose of receiving Services from you according to the DSA as amended by this Master Order Form. Your provision of Services to your Customers and their Users requires a contract between you and each of your Customers (“Customer Contract”). You will ensure that the Customer Contracts are consistent with and no less protective of Siemens than the DSA as amended by this Master Order Form. For this purpose, you may use the “Minimum Terms” which are available at <https://www.siemens.com/si/cloud/terms>.

We will provide any Services only to you and will not assume any obligations or responsibilities towards your Customers and their Users with regard to their access and use of the Services. You are responsible for any access to and use of the Services by your Customers and their Users according to the DSA as amended by this Master Order Form.

You shall inform your Customers of and, where legally required, obtain their consent (i) for connecting your Customers’ site to the Services, (ii) for automatic upgrades of firmware in Customer’s assets through the Services as specified in the PSDS, and (iii) any data use rights in connection with our use of Siemens Data according to the DSA as amended by this Master Order Form.

You shall inform your Customers and Users that after log-in into the Service a User may be able to directly access and impact the Customers’ site and assets as specified in the PSDS and/or any related documentation.

If we act as your processor of personal data, our Data Processing Agreement (“DPA”), as part of the Data Privacy Terms as set forth in Art 15.7 of DSA as amended herein, applies to your use of the relevant Services.

4. General Provisions

The provision of the Services is governed by this Master Order Form, by the DSA applicable to the region of your country of residence and the Individual Contracts including the Specification Documents (Exhibits 1 and 2):

- The **DSA**, which in addition to its main body, includes the following documents in the version applicable to your country of residence available at <https://www.siemens.com/si/cloud/terms> or from us on request:
 - Acceptable Use Policy
 - Data Privacy Terms including if applicable for the Services, the Data Processing Agreement
 - Minimum Terms
- Exhibit 1: “Product and Services Data Sheet applicable to the agreed Services available at <https://www.siemens.com/si/cloud/terms> description
- Exhibit 2: Individual Contract(s) concluded during the term of the DSA

Unless otherwise defined herein, all capitalized terms used in this document shall have the meaning given to them in the DSA. “Order Form” as defined and used in the DSA shall refer to this Master Order Form and/or Individual Contract executed under this Master Order Form.

You and/or your Customers and/or your Users may download a mobile application, which is connected to and/or part of the Service and by doing this accept terms of use for such

mobile application. Also, your Customers and/or your Users can use the 'Sign-up tab' at the site of the Services to obtain their respective Siemens ID, and by doing this notice terms of use on the site and accept terms and conditions posted on this Siemens ID site. In addition, you and/ or and/or your Users may accept terms of use in connection with a payment service to process an order for the Services. In case any of these terms of use and/or terms and conditions or in case any Individual Contract are inconsistent with the terms and conditions of the DSA as amended by this Master Order Form, the DSA as amended by this Master Order Form shall prevail between you and us.

In the event of inconsistency or discrepancy between the English version and any of the other linguistic versions of this Master Order Form or any other contract document pertaining thereto, the English language version shall prevail between you and us.

5. Platform and Country specific amendments of the DSA

The following terms and conditions of the DSA are amended as expressly shown in the table below.

DSA Section	Section Heading	Amendment
2.3	Changes to the Services	<p>The following provision is appended to Section 2.3 as follows:</p> <p>Modifications of a Service without degrading its functionality become binding upon release of an updated PSDS on https://www.siemens.com/si/cloud/terms. Notifications of material degradations of functionality or the discontinuation of a Service according to sec. 2.3 will be made according to sec. 14.6 DSA.</p>
2.4	Changes to the DSA	<p>Section 2.4 is deleted and replaced by the following:</p> <p>Changes to the DSA. The terms of the DSA and the Master Order Form published at the date of an Order Form shall apply until the end of the Subscription Term for the Services agreed in such Order Form and to all Services subsequently ordered and designated as related Services in an Order Form. Any change to the DSA or to the Master Order Form will only apply from the beginning of a renewed subscription, unless a change during a current Subscription Term is required as a result of a change of Laws or permitted in a Specification Document or in order to reflect any changes in the Services agreed with or imposed by Siemens' subcontractors (including changes in open source software license terms) or when we introduce new features, supplements, enhancements, capabilities or Services (e.g. that were not previously included with the subscription, but added for no additional fee). Should a change during a Subscription Term have a material adverse effect on your rights, obligations, or use of the Services, you may terminate the affected Service within 30 days following our notice.</p>

		<p>In case of such termination, we will refund any pre-paid amounts for the applicable Service on a pro-rata basis for the remaining Subscription Term.</p> <p>Changes to the DSA and to the Master Order Form become binding upon release of a new version thereof on https://www.siemens.com/si/cloud/terms.</p>
3.1	Use Rights	<p>Section 3.1 of the DSA is deleted and replaced by the following:</p> <p>3.1. Use Rights. Subject to the limitations set out in these terms, we grant you the non-transferable, non-sub-licensable, time-limited and revocable right to access and use and permit to your customers (“Customers”) and their Users to access and use, the Services for internal business purposes as an end-user. Customers and their Users who access Services are also your Users.</p> <p>In any case, Services on the Platform may only be accessed by Users (including Third Parties) via your Account using access credentials provided by you, by Siemens at your request, or by a Third Party authorized by you. Unless otherwise agreed, the number of permitted Users for a Service shall be on a named-User basis. Access may be reassigned between uniquely identified individual Users over time, but not so frequently as to enable sharing by multiple Users.</p> <p>Your provision of Services to your Customers and their Users requires a contract between you and your Customers (“Customer Contract”). You will ensure that the Customer Contracts are consistent with and no less protective of Siemens than the DSA as amended in the Order Form. For this purpose, you may use the “Minimum Terms” which are available at https://www.siemens.com/si/cloud/terms. You shall remain responsible for the enforceability and enforcement of the Customer Contracts and their compliance with Laws.</p>
4.1	<p>Fees, Payment Terms and Taxes</p> <p>General</p>	<p>Section 4.1 of the DSA is deleted and replaced by the following:</p> <p>General. You agree to pay all applicable fees specified for the Services and, at the then-current price, all fees for use of Services exceeding the agreed usage or authorizations.</p> <p>Any change of our fees will be communicated to you in advance and you may terminate the Service for cause as in 10.2 in the event the Parties cannot find an agreement on the new price within a period of 30 days from receipt of notice indicating the change in our fees.</p>

		Unless otherwise provided in the applicable Order Form, fees are due upon receipt of the invoice and payable at no extra cost for us and without any deduction within 30 days of the invoice date using one of the payment methods we support. Any overdue payment shall accrue interest at the lower of (i) the rate of 2 % per month or (ii) the highest rate legally permitted.
5.3	Proprietary Rights	Section 5.3 is inserted as follows: 5.3. Siemens Data. You hereby grant us a worldwide, non-exclusive, transferable, sub-licensable, royalty-free, perpetual, non-revocable license in all Your Content to create derivative works and aggregated data derived from Your Content, including without limitation, comparative data sets, statistical analyses, reports and related services (collectively “Siemens Data”). Siemens utilizes Siemens Data as it sees fit for any purpose. Siemens Data does not incorporate information and data identifying you or Third Parties as company and/or personal data of your Users. While Your Content may contain Confidential Information of Your Company or personal data of your Users, Siemens Data does not.
12.1	Export and Sanctions Laws	Section 12.1 of the DSA is deleted and replaced by the following: 12.1. 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 Switzerland, the Federal Republic of Germany, the European Union, and the United States of America (collectively “ Export and Sanctions Laws ”).
15.1	Acceptable Use Policy	Section 15.1 of the DSA is deleted and replaced by the following: 15.1. “Acceptable Use Policy” means the document of the same name located at the website of the Services.
15.7	Data Privacy Terms	Section 15.7 of the DSA is deleted and replaced by the following: 15.7. “Data Privacy Terms” means the document of the same name located at the website of the Services and – if applicable – our Data Processing Agreement, available at http://www.siemens.com/si/cloud/terms .
15.14	Platform	Section 15.14 of the DSA is deleted and replaced by the following: 15.14. “Platform” means a Siemens proprietary cloud-based platform solution on which the Services are provided.
16.3	Country-/Region Specific Provisions	

6. Contract Formation

Please kindly return a duly signed copy - in writing or electronically - of this document to us no later than 28 days from receipt of this document from us. We reserve the right to accept or reject such order in our sole discretion.

.....
[Place][Date]

[Full Legal Name of the company]

.....
Signature

[Printed Name]

.....
Signature

[Printed Name]

.....
[Place][Date]

Siemens Switzerland Ltd

.....
Signature

[Printed Name]

.....
Signature

[Printed Name]