

Documentation and Supplemental Terms for the Subscription to the Industry Premium Portal – 100 GB Fileshare Storage Extension

A) Documentation for the Subscription to the 100 GB Fileshare Storage Extension

1 General Description

1.1 Overview.

The subscription to the Industry Premium Portal – 100 GB Fileshare Storage Extension (“Fileshare Storage Extension”) extends the Fileshare storage of a customer to 100 GB at an annual subscription fee.

The Subscription Term is 12 months and starts with the planned or requested delivery date as set out in the Certificate of Contract (“CoC”).

1.2 Entitlement

One Named User is entitled to use this Offering.

1.3 Languages

The user interface is available in the following languages:

- English
- German
- Spanish
- Italian
- French
- Portuguese

1.4 Browsers. The following browsers (latest version) are supported for using the Industry Premium Portal.

- Google Chrome
- Safari
- Mozilla Firefox
- Microsoft Edge

1.5 Export Control Regulation.

The Offering “Fileshare Storage Extension” is classified as AL = N, ECCN = N.

2 Description of the digital service 100 GB Fileshare Storage Extension

SHORT DESCRIPTION	With the digital service “100 GB Fileshare Storage Extension” Customer extends its own online storage in the Siemens Fileshare to 100 GB. Customer can store its own content such as TIA Portal projects.
DETAILED DESCRIPTION	<p>Siemens provides Customer with storage capacity for 100 GB. This storage is personally available for Customer.</p> <p>The following actions can be done with the uploaded data (“Customer Content”):</p> <ul style="list-style-type: none"> • to share • to unshare • to upload • to download • to comment • to move

- to rename
- to delete

Customer can share Customer Content of a folder with the share function (“Sharing”) with the following persons:

- other users of the Industry Premium Portal
- regional Siemens contact partner / Siemens department
- Siemens AG headquarters

and grant to these persons (“Assigned Users”) the above-mentioned usage rights. The Assigned Users will have only reading rights unless Customer explicitly grants them editing rights. Customer can always revoke the Sharing at any time.

Please note that the contents of folders “Assets”, “Lifecycle Check” and “Health Check” cannot be shared.

Specific Terms for this Service are to be found in Section 4 of the Supplemental Terms for Subscription to the Offering Fileshare Storage Extension (see chapter B in this document).

B) Supplemental Terms for the Subscription to the Fileshare Storage Extension

1 SCOPE

These Supplemental Terms for Subscription to the Offering Fileshare Storage Extension (“Product Specific Supplemental Terms”) set out additional terms and conditions for the subscription to the Offering Fileshare Storage Extension as described in the Documentation in chapter A of this document and amend the Universal Customer Agreement (“UCA”) between Customer and Siemens solely with regard to this specific Offering. These Product-Specific Supplemental Terms incorporate by reference the Digital Services Supplemental Terms (“DS Terms”) available at <http://www.siemens.com/uca-st-digital-services-tc> and form together with the UCA and other applicable Supplemental Terms the agreement between the parties (“Agreement”). The Offering Fileshare Storage Extension constitutes an Offering within the meaning of the UCA.

2 DEFINITIONS

Capitalized terms used herein have the meaning as defined elsewhere in the Agreement. The following additional definitions apply to these Product Specific Supplemental Terms.

“Authorized User” means Customer’s employee and Authorized Agents. Each Authorized User must use a unique user identification to access and use the Offering, unless a generic login is expressly permitted in other Supplemental Terms, the Order or applicable Documentation. User identifications may not be shared with other individuals.

“Authorized Agent” means an individual who requires access to the Offering in support of Customer’s permitted use as consultant, agent, or in fulfillment of a contract with Customer, or who is otherwise expressly permitted according to these Product Specific Supplemental Terms to access and use the Offering.

“Company View for IBase Data” means an overview of IBase Data belonging to Customer and/or its Affiliates.

“IBase Data” means data as defined in Section 3.2.2 of these Product Specific Supplemental Terms.

“Named User” license means that access to the Health-Check Upgrade is limited to specific Authorized Users identified by names up to the maximum number of Authorized Users indicated in the Entitlement. Named User licenses may not be used by multiple individuals. Customer may re-assign the right to access and use the Offering between uniquely identified individual Authorized Users over time, but not so frequently as to enable sharing by multiple Authorized Users.

“SLA Exclusions” means unavailability or any other performance issue causing downtime of the Cloud Services as a result of:

- (i) scheduled maintenance;

- (ii) downtime for which at least 24 hours prior notice is provided to Customer;
- (iii) factors outside Siemens' reasonable control;
- (iv) actions or inactions of Customer or any third party;
- (v) any equipment, software or other technology not provided by Siemens; or
- (vi) suspension or termination of Offerings in accordance with the Agreement

"Territory" means all countries released for sale of the Offerings as shown under the following link <https://premiumservices.siemens.com/terms-and-conditions>

3 GENERAL

3.1 Order of Precedence

In case of inconsistencies between the Order, UCA, the DS Terms, these Product Specific Supplemental Terms and the Order, the following order of precedence shall apply in subordinate order:

- (i) Order
- (ii) Product Specific Supplemental Terms
- (iii) DS Terms
- (iv) UCA

3.2 Use of Offerings.

3.2.1 Authorized Access and Use. Each Offering may be accessed and used during the Subscription Term only by the number of Authorized Users as defined in the Entitlement in the Territory, solely for internal business purpose in accordance with the Entitlements and this Agreement. The Offerings including corresponding Documentation and results (e.g. reports) generated with these Offerings (in whole or in part) may not be used to provide services or products to third parties.

3.2.2 Use Rights of Siemens on IBase Data. Customer grants Siemens, its Affiliates and its subcontractors the worldwide, unrestricted and perpetual license to host, store, copy, modify, process, analyze, access, transmit and use the data such as but not limited to product lists, MLFB, machine and parts list data, diagnostic information, location of the product (except any personal contact data), which Customer uploaded for the provision of the digital services "Assets" and "Health Check for PCs" ("IBase Data") for (i) the provision of the Offerings in accordance with the Agreement, (ii) performing support request service- and maintenance assignments of Customer, (iii) preparing individual offers for Customer, (iv) creation and provision of a Company View for IBase Data for Customer and its Affiliates and (v) improving and/or expanding other service offerings and products of Siemens.

If Customer provides Siemens with personal data while uploading the IBase Data for the provision of the digital services "Assets" and "Health Check for PCs" Siemens saves the first and last name and e-mail address along with the IBase Data to (i) provide the Offering and (ii), quickly contact the Authorized User in the event of a support request and/or a service and maintenance assignment. This data is processed on the basis of Art. 6 I 1 f) EU General Data Protection Regulation (GDPR) and the legitimate interest of Siemens in the processing of personal data is to be able to offer an optimized service with fast communication channels. If Customer uses services which include a Company View for IBase Data, the aforementioned personal data is transferred to Customer. Therefore, Customer receives an overview of the IBase Data belonging to Customer and its Affiliates, including the corresponding contact persons. The use of the transmitted data is the responsibility of Customer.

Further information with regard to the processing of personal data can be found in the Siemens Data Privacy Notice (<https://new.siemens.com/global/en/general/privacy-notice.html>).

3.3 Customer's Responsibilities.

Customer will perform its obligations set forth in the Agreement, in a timely manner, provide Siemens with all other documentation, information, and assistance Siemens reasonably requires

performing the Offerings. The interpretation, use or implementation of reports, suggestions, or recommendations resulting from the use of the Offerings shall be Customer's sole responsibility. Siemens does not assume any liability, warranty, or guarantee regarding the interpretation, use or implementation of such reports, suggestions, or recommendations, including the outcome thereof, nor for actions or omissions based on such reports, suggestions, or recommendations.

3.4 Documentation.

The specifics of Offerings and Entitlements are described in the Documentation in chapter A of this document. Documentation includes information such as applicable limits or other attributes and metrics, prerequisites, or scaling factors for the pricing such as number of Authorized Users or device attributes, and additional third-party terms which prevail for third-party software, technology, data and other materials, including open source software licensed from third parties.

3.5 Data Privacy

For this Offering the Additional Data Privacy Terms Annex(es) (including list of Subprocessors) at <https://new.siemens.com/global/en/company/sustainability/compliance/dataprivacy/dataprivacyterms/di-subprocessors.html> will apply.

3.6 Additional Terms for Software

Further details regarding applicable Third Party Terms and options to receive OSS source code are available at the following page: www.siemens.com/premiumdocs

3.7 Data Center Location

Customer Content at rest will be stored within in the European Union.

3.8 Notices

Notices to Siemens shall be sent to premiumportal.industry@siemens.com.

4 SPECIFIC TERMS FOR THE DIGITAL SERVICE "FILESHARE"

4.1 Compliance with Laws

Customer is responsible for complying with applicable laws, in particular with any applicable data privacy and export control law when using Fileshare. Customer is responsible for all activities that occur under its account and any use of the Offering by any User, its employees and any Assigned User to whom Customer facilitates or permit access to the Fileshare and all liabilities or other consequences arising therefrom as if these were Customer's own acts.

4.2 Sharing

The digital service Fileshare enables Customer to grant a third party with authorized access to the Offering ("Receiving Party") access to certain Customer Content (read or read and write) under a collaboration ("Collaboration"). In addition to Section 2.7 of the DS-Terms the following applies: Between Siemens, the Receiving Party and the sharing party it is expressly understood that (i) the sharing Party remains the sole owner of such data, (ii) the sharing Party may revoke its sharing at any time with immediate effect and (iii) that upon revocation of the sharing the Receiving Party can no longer access the Fileshare of the sharing Party.

4.3 Backups. Customer is solely responsible for backups of Customer Content and any data uploaded to the Fileshare.

5 SUBSCRIPTION AND RENEWALS

- 5.1 Subscription Term.** The Subscription Term for the Offering Fileshare Storage Extension is 12 months and ends automatically.
- 5.2 Terms for Renewal.** The then-current UCA, the DS-Terms and the then current Product-Specific Supplemental Terms for this Offering to be found under: www.siemens.com/premiumdocs will apply for the following Subscription Term in lieu of the Agreement.

6 FEES

The Subscription Fee is payable yearly in advance at the beginning of the Subscription Term.

7 WARRANTY AND LIABILITY

Sections 7-10 of the UCA shall apply for (i) the Offering Fileshare Storage Extension and/ or (ii) problems, defects or infringements resulting from the use of the Offering Industry Premium Portal Basic Services and which affect the proper use of the Offering Fileshare Storage Extension.

8 SERVICE LEVEL AND SUPPORT

8.1 Agreed Service Level. Siemens will use commercially reasonable efforts to make the Offerings available to Customer up to 24 hours per day and 7 days a week excluding downtime resulting directly or indirectly from any SLA Exclusions. The Offerings are available to Customer if its user interface is accessible by login at the exit of the wide area network of the data-center used by Siemens to provide the Offerings.

8.2 Contacting Technical Support

8.2.1 Contact. Customer may contact Siemens' Technical Support organization as primary point of contact for support in relation to the Offering. All Support inquiries must be made through: premiumportal.industry@siemens.com.

8.2.2 Scope of Technical Support. Subject to availability Siemens offers Customer support services via a service hotline Monday to Friday, 8am to 5:00pm (CET, CEST), excluding national and local holidays in Germany. Siemens will respond to Customer's support inquiry at Siemens' sole discretion via e-mail, hotline or remotely as described in this clause. Customer must ensure remote access to its local networks for e.g. remote diagnoses. The following types of incidents are excluded from the scope of support for Offerings, but Customer may revert such requests to the sales team(s) for resolution:

- (i) incidents regarding a release, version, and/or functionalities of a service developed or configured specifically for Customer (unless otherwise expressly set forth in an Order);
- (ii) incidents ascribed to a consulting or training request ("how-to"). These are covered by the online user documentation;
- (iii) incidents ascribed to a custom development request.

The Technical Support is available in English and German.

To receive support services hereunder, Customer shall reasonably cooperate with Siemens' Support to resolve support incidents and shall have adequate technical expertise and knowledge of its Offering configuration to provide relevant information to enable Siemens' Support to reproduce, troubleshoot and resolve the experienced error such as, by way of an example, instance name, username, form name and screenshot. Such support services may require that Siemens gets access to Customer Content in which case, Customer is required to issue temporary Credentials to Siemens to permit that access.

The support services are provided as is. Siemens will not assume any obligation nor responsibility for such support services, including lawfulness, completeness, correctness and timeliness of the provided support services.