

Documentation and Supplemental Terms for TIA Project-Server Cloud

A) Documentation for the Subscription to the TIA Project-Server Cloud

1 General Description

Overview. The subscription to TIA Project-Server Cloud provides a cloud-based storage of TIA Portal Projects. The following Subscription Terms are offered: Annual Subscription Term is 12 months; monthly Subscription Term is one month. The Term of the Certificate of Contract Subscription is on an annual, monthly, or hourly basis. The Subscription Term starts with the planned or requested delivery date as set out in the Certificate of Contract ("CoC").

Entitlement. Authorized Users are entitled to use this Offering.

Languages. The user interface is available in the following languages:

- English
- German

Browsers. The following browsers (latest version) are supported for using TIA Project-Server Cloud.

- Google Chrome
- Mozilla Firefox
- Microsoft Edge

Export Control Regulation. The Offering "TIA Project-Server Cloud" is classified as AL = N, ECCN = N.

2 Description of the TIA Project-Server Cloud

SHORT DESCRIPTION	With the TIA Project-Server Cloud, Customer has the option of saving TIA Portal projects on a server managed by Siemens in the cloud. Stored TIA Portal Projects can be accessed from a TIA Portal on premise and from a TIA Portal Cloud.
DETAILED DESCRIPTION	<p>Siemens provides Customer with storage capacity for 100-250 GB. This storage is personally available for Customer and its Authorized Users.</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 delete <p>TIA Portal Projects should be shared with the following people for common team engineering:</p> <ul style="list-style-type: none"> • its employees, employees of its affiliated companies, • its suppliers and other third parties working in TIA Portal projects for Customer, • in the service case, these can also be Siemens departments, <p>and grant to these persons ("Authorized Users") the above-mentioned usage rights. Customer can always revoke the sharing at any time.</p> <p>Specific Terms for this Offering are to be found in Section 5 of the Supplemental Terms for Subscription to the TIA Project-Server Cloud (see chapter B in this document).</p>

B) Supplemental Terms for the Subscription to TIA Project-Server Cloud

3 SCOPE

These Supplemental Terms for Subscription to the Offering TIA Project-Server Cloud (“Product Specific Supplemental Terms”) set out additional terms and conditions for the subscription to the Offering TIA Project-Server Cloud 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 TIA Project-Server Cloud constitutes an Offering within the meaning of the UCA.

4 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 supplier, 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.

“**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>

5 GENERAL

- 5.1 **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

- 5.2 **Use of Offerings**

Authorized Access and Use. Each Offering may be accessed and used during the Subscription Term by the Authorized Users as defined in the Entitlement in the Territory, solely for internal business purpose of Customer 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.

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.

Backups. Customer is solely responsible for backups of Customer Content and any data uploaded or downloaded to the TIA Project-Server Cloud.

Sharing. TIA Project-Server Cloud 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 TIAP Project-Server Cloud of the sharing Party.

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

- 5.3 **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.
- 5.4 **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.
- 5.5 **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
- 5.6 **Data Center Location.** Customer Content at rest will be stored within in the European Union.
- 5.7 **Notices.** Notices to Siemens shall be sent to premiumportal.industry@siemens.com

6 SUBSCRIPTION AND RENEWALS

- 6.1 **Monthly- and Annual- Subscription.** Siemens offers a subscription for monthly and annual subscription of TIA Project-Server Cloud. The subscription term will automatically renew for successive subscription terms unless Customer notifies Siemens before the end of the then-current Subscription Term that Customer has elected not to renew. In this case, the subscription ends at the end of the then-current Subscription Term for the "Monthly" or "Annual" subscription. Any renewed Subscription Term will be the same length as the preceding term. The then-current Agreement (or successor terms) available at <https://siemens.com/premiumdocs> and the then-current fees for the Services published in the Siemens Industry Mall will apply for the following Subscription Term. Siemens may terminate the subscription, each Service and/or the Agreement at any time for convenience. Siemens shall notify Customer of any termination at least sixty (60) days in advance. In the event of such termination of the subscription, a Service and/or the Agreement, Siemens will refund any prepaid amounts for the applicable Service on a pro-rata basis for the remaining Subscription Term.
- 6.2 **Certificate of Contract Subscription.** Siemens may offer a Certificate of Contract Subscription on annual, monthly, or hourly basis. The Subscription Term will automatically end after the respective term. The Subscription Term starts with providing the access code for the subscription to the Services to the Customer. The Subscription Fee for the Certificate of Contract Subscription is payable in advance and as defined in the invoice.

7 FEES

The Subscription Fee for “Monthly” and “Annual” subscriptions is payable monthly or yearly in advance after receiving the respecting invoice. The Subscription Fee for the “Certificate of Contract Subscription” is payable in advance and as defined in the invoice.

8 WARRANTY AND LIABILITY

Sections 7-10 of the UCA shall apply for (i) the Offering TIA Project-Server Cloud 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 TIA Project-Server Cloud.

9 SERVICE LEVEL AND SUPPORT

9.1 **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.

9.2 **Contacting, Technical Support**

9.2.1 **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.

9.2.2 **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 service.

10 EXPORT CONTROL AND SANCTIONS COMPLIANCE

10.1 Customer shall comply with all applicable sanctions, embargoes and (re-)export control laws and regulations, and, in any event, with those of the European Union, the United States of America and any locally applicable jurisdiction (collectively “Export Regulations”).

10.2 Customer shall not, unless permitted by the Export Regulations or respective governmental licenses or approvals, (i) download, install, access or use the TIA Project-Server Cloud from or in any location prohibited by or subject to comprehensive sanctions or subject to license requirements according to the Export Regulations; (ii) grant access to, transfer, (re-)export (including any ‘deemed (re-)exports’), or otherwise make available the TIA Project-Server Cloud to any entity, person, or organization identified TIA Project-Server Cloud for any purpose prohibited by the Export Regulations (e.g. use in connection

- with armaments, nuclear technology or weapons); (iv) upload to the TIA Project-Server Cloud platform any customer content unless it is non-controlled (e.g. in the EU: AL = N; in the U.S.: ECCN = N or EAR99).
- 10.3 Customer shall provide any entity, person, or organization to whom Customer grants access, transfers or otherwise makes available the TIA Project-Server Cloud (collectively “User(s)”) with all information necessary to ensure compliance with the Export Regulations. Customer shall (i) be responsible for the use of the TIA Project-Server Cloud by any User; (ii) procure to pass on all of Customer’s obligations under this Article 10 to each User; (iii) ensure that all Users comply with Customer’s obligations under this Article 10. Should Customer become aware of any violation of its obligations under this Article 10, Customer shall immediately terminate the relevant User’s access to the TIA Project-Server Cloud.
- 10.4 Upon request by Siemens, Customer shall promptly provide Siemens with all information pertaining to User(s), the intended use and the location of use of the TIA Project-Server Cloud. Customer will notify Siemens prior to Customer disclosing any information to Siemens that is defence-related or requires controlled or special data handling pursuant to applicable government regulations and will use the disclosure tools and methods specified by Siemens.
- 10.5 Customer will indemnify and hold harmless Siemens, its affiliates, subcontractors, and their representatives, against any claims, damages, fines and costs (including attorney’s fees and expenses) relating in any way to Customer’s noncompliance with this Section 10, including Customer’s and its third party business partners’ violation or alleged violation of any Export Regulations, and Customer will compensate Siemens for all losses and expenses resulting thereof.