

## Documentation and Supplemental Terms for the Subscription to free accessible services of Industry Premium Portal - Basic Services -

### A) Documentation for the Subscription to the Basic Services

#### 1 General Description

1.1. **Overview.** The subscription to free accessible services of Industry Premium Portal - Basic Services - (“Basic Services”) provides Customer with access to various digital services at no charge. Currently, the subscription includes the following digital services:

- Assets with Lifecycle Status
- Fileshare

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 “Basic Services” is classified as AL = N, ECCN = N.

#### 2 Description of the individual digital services included in the Subscription to the Basic Services

##### 2.1. Assets

<b>SHORT DESCRIPTION</b>	<b>With this digital service “Assets” Customer can manage assets in its plant/machineries and will get basic lifecycle information for Siemens Industry Products installed in its plant.</b>
<b>DETAILED DESCRIPTION</b>	<p>With this digital service Customer can upload assets and products installed at Customer’s plant/ machineries including Siemens Industry products (“Assets”) and will get an overview for the assets included in the respective upload file (“Asset Overview”). For Siemens Industry products with a valid Siemens Machine-Readable Product Code (“MLFB”), the Asset Overview will include the corresponding lifecycle information for Assets included in the respective upload file.</p> <p>The lifecycle analysis for Siemens Industry products is based on the data uploaded by Customer. Siemens is not liable for incorrect results caused by the provision of incorrect or incomplete data, e.g. wrong MLFB. The analysis contains a one-time evaluation of the inventory data, which is stored in Siemens’ central product database for the Siemens Industry products uploaded by Customer. The data contained in the analysis are therefore only valid at the time of the evaluation. The assessment bases and any forecasts contained in this analysis can change at any</p>

time. This service does not constitute a commitment on the part of Siemens to ensure the availability of Siemens Industry products.

To use this function, Customer needs to upload specified data in its Fileshare under the path: "Assets".

Siemens will store the data uploaded by Customer in connection with this service in the Siemens's database and use them in accordance with Section 3.8 of the Supplemental Terms for Subscription to Basic Services (see chapter B in this document).

Customer provides Siemens with a list of the Siemens Industry products to be examined in a predefined electronic format for the analysis.

The currently supported formats are:

- LCC-csv-file template (via Download available)
- LCC-xlsx- file template (via Download available)
- IdentSnapshot xml-file
- SIMATIC Automation Tool csv-Export-file (Export -> Device Information -> All Devices...)
- TIA Portal aml-Export-file
- STEP7 Classic HWConfig cfg-Export-file
- SIOS MyProducts csv-Export-file
- Proneta export file

Siemens may add or limit the availability of formats at its sole discretion at any time.

## 2.2. Fileshare

<b>SHORT DESCRIPTION</b>	<b>With the digital service "Fileshare" Customer gets its own online storage in the Siemens Fileshare. Customer can store its own content such as TIA Portal projects.</b>
<b>DETAILED DESCRIPTION</b>	<p>Siemens provides Customer with storage capacity for up to 12 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"> <li>• to share</li> <li>• to unshare</li> <li>• to upload</li> <li>• to download</li> <li>• to comment</li> <li>• to move</li> <li>• to rename</li> <li>• to delete</li> </ul> <p>Customer can share Customer Content of a folder with the share function ("Sharing") with the following persons:</p> <ul style="list-style-type: none"> <li>• other users of the Industry Premium Portal</li> <li>• regional Siemens contact partner / Siemens department</li> <li>• Siemens AG headquarters</li> </ul> <p>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.</p> <p>Please note that the contents of folders "Assets" cannot be shared.</p> <p>Specific Terms for this Service are to be found in Section 5 of the Supplemental Terms for Subscription to Basic Services (see chapter B in this document).</p>

## B) Supplemental Terms for the Subscription to the Basic Services

### 1 SCOPE

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These Supplemental Terms for Subscription to Basic Services (“Product Specific Supplemental Terms”) set out additional terms and conditions for the subscription to Basic Services 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-digitalservices-tc> and form together with the UCA and other applicable Supplemental Terms the agreement between the parties (“Agreement”). Basic Services constitutes Offerings within the meaning of the UCA.

### 2 DEFINITIONS

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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 **Basic Services** 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. “**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

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**3.1. Order of Precedence.** In case of inconsistencies between the Order, UCA, the DS Terms and these Product Specific Supplemental Terms, 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 service “Assets” (“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 service “Assets” and 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 | 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](http://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](mailto:premiumportal.industry@siemens.com).

## 4 SUBSCRIPTION AND RENEWALS

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- 4.1. Subscription Term.** The Subscription Term for Basic Services is one months It will automatically renew for successive Subscription Terms of 1 month each unless either party notifies the other at least 30 days prior to the end of the then-current Subscription Term that it has elected not to renew. Siemens’ right to change, limit, and discontinue a No-Charge Offering at any time in Siemens’ sole discretion remains unaffected.

- 4.2. **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](http://www.siemens.com/premiumdocs) will apply for the following Subscription Term in lieu of the Agreement.

## 5 SPECIFIC TERMS FOR THE DIGITAL SERVICE “FILESHARE”

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- 5.1. **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.
- 5.2. **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.
- 5.3. **Backups.** Customer is solely responsible for backups of Customer Content and any data uploaded to the Fileshare.

## 6 FEES

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The Basic Services are provided at no charge to Customer and are considered to be “No-Charge Offerings.”

## 7 SUPPORT

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The Subscription to the Offering Basic Services does not include any support. Technical support may be purchased by Customer (Please see <https://www.siemens.com/sisc>).