

## Documentation and Supplemental Terms for the Subscription to the TIA Portal Cloud

### A) Documentation for the Subscription to the TIA Portal Cloud

#### 1. TIA Portal Cloud Services

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If Customer has subscribed for the TIA Portal Cloud "PayPerUse" or "Monthly", then Customer is entitled to upload data to the Services and to use the Services and Customer Content in the productive environment. Download of Customer Content is only possible to compatible SIMATIC hardware (e.g. PLCs, HMI panels, IOs, Drives, etc.). After log-in, the session is active for a maximum of 12 hours. A back-up of data created/modified during this session is required to avoid loss of the data.

The provision of the Services is governed by Section B) Supplemental Terms for the Subscription to the TIA Portal Cloud.

#### 2. Trial Services

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If Customer has activated the Trial of the TIA Portal Cloud or the Virtual Commissioning, then Customer is entitled to test and evaluate the Services described herein during the test period. Customer is entitled to upload data to the Services. Download of Customer Content to any SIMATIC hardware (e.g. PLCs, HMI panels, IOs, drives etc.) is not possible. Any use of the Services or Customer Content in the productive environment is not permitted. After log-in, the session is active for a maximum of 4 hours. A back-up of data created/modified during this session is required to avoid loss of the data.

The provision of the Services is governed by Section B) Supplemental Terms for the Subscription to the TIA Portal Cloud.

#### 3. Scope of the Services

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The list of the digital services included in the respective TIA Portal Cloud or Virtual Commissioning version can be found on the start pages of each tile in the Industry Premium Portal. A short description of the main individual digital services included in the TIA Portal Cloud or Virtual Commissioning can be found here:

<https://mall.industry.siemens.com>.

For the complete specification of the digital services included in the TIA Portal Cloud or Virtual Commissioning please search for the relevant manuals at the Siemens Industry Online Support page:

<https://support.industry.siemens.com> and

[https://premiumservices.siemens.com/tia\\_portal\\_cloud/help/en-US/index.html](https://premiumservices.siemens.com/tia_portal_cloud/help/en-US/index.html).

### B) Supplemental Terms for the Subscription to the TIA Portal Cloud

#### 1. Scope

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These Supplemental Terms for the Subscription to TIA Portal Cloud and Virtual Commissioning ("Product Specific Supplemental Terms") set out additional terms and conditions for the subscription to the Offering TIA Portal Cloud and Virtual Commissioning ("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 together with the UCA, other applicable Supplemental Terms and the Order form the agreement between the parties ("Agreement"). Services constitutes Offerings within the meaning of the UCA.

## 2. Definitions

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

“**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

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**3.1. DS Terms and Order of Precedence.** The current Digital Services Supplemental Terms (“DS Terms”) available at <http://www.siemens.com/uca-st-digitalservices-tc> will apply to the Offerings. 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:

The current Digital Services Supplemental Terms (“DS Terms”) available at <http://www.siemens.com/uca-st-digitalservices-tc> will apply to the Offerings. 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. Permitted Use for Cloud Services.** Cloud Services and corresponding Documentation may only be accessed and used by Customer’s employees as sole Authorized User and only for Customer’s internal use as end-user and only within the Territory. The Cloud Services including Customer Content generated with these Cloud Services (in whole or in part) may not be used to provide services to third parties.

**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.

Customer shall also use the Services in compliance with the specifications, obligations, restrictions, and the safety instructions defined in the relevant manuals available at the Siemens support pages:

<https://support.industry.siemens.com> and [https://premiumservices.siemens.com/tia\\_portal\\_cloud/help/en-US/index.html](https://premiumservices.siemens.com/tia_portal_cloud/help/en-US/index.html) or successor links.

Siemens may update the manuals from time to time. The updated manuals become effective as soon as they are published on the Siemens support pages. Customer shall keep itself informed about any changes of the relevant manuals.

**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 Data Privacy Terms available at <https://new.siemens.com/global/en/company/sustainability/compliance/dataprivacy/dataprivacyterms/di-subprocessors.html> will apply.
- 3.6. Third Party Services and Terms.** The Offerings may contain third party services, including open source software ("OSS"), commercial software, or software-related managed services, which may be subject to additional or different terms, license rights, or require certain notices by their licensors, which Siemens is obliged to pass on to Customer as its licensor and to which Customer agrees to abide ("Third Party Terms"). With respect to Customer's use of such third-party services, the applicable Third-Party Terms shall always prevail. Further details regarding applicable Third Party Terms, license information of the relevant OSS portions (if any) 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 made through: <https://support.industry.siemens.com/cs/my/src>. Please search for the Offering "TIA Portal Cloud". Siemens will send all notices to the e-mail address of the Customer's customer manager(s) as authorized representative(s) of its company provided to Siemens during registration process in the Siemens Industry Mall. For the termination of the Services Customer shall use the self-service provided on the ordering platform Siemens Industry Mall.

## 4. Subscription and Renewals

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- 4.1. Monthly Subscription.** The subscription period for "PayPerUse" or "Monthly" subscription of the Services is one month and will automatically renew for successive subscription periods unless Customer notifies Siemens before the end of the then-current subscription period that Customer has elected not to renew. In this case, the subscription ends at the end of the then-current subscription period for the "Monthly" subscription and immediately upon notification for the "PayPerUse" subscription. 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.
- Any renewed subscription period will be the same length as the preceding period. The then-current Agreement (or successor terms) available at [www.siemens.com/premiumdocs](http://www.siemens.com/premiumdocs) and the then-current fees for the Services published in the Siemens Industry Mall will apply for the following subscription period.
- The Subscription Fee is payable monthly in advance at the beginning of the Subscription Term.
- 4.2. Trial.** If Customer has activated the Trial of the TIA Portal Cloud or the Virtual Commissioning, then Customer's test period starts with the activation of the Trial of the TIA Portal Cloud or the Virtual Commissioning and ends twenty-one (21) calendar days after activation or after expiration of Customer's Industry Premium Portal account, whichever occurs first.
- 4.3. Functional Limitations.** The Services contain software tools intended to be used by trained professionals only. They are not substitutes for Customer's and its employees' professional judgment. Computer-aided design software and other technical software are intended to assist with product design and are not substitutes for independent design analysis, estimation or testing for product stress, safety and utility. Due to the large variety of potential applications for the Services, the Services have not been tested in all

situations under which they may be used. Siemens shall not be liable in any manner whatsoever for the results obtained through the use of the Services. Persons using the Services are responsible for the supervision, management, and control of the Services. This responsibility includes, but not limited to, the determination of appropriate uses for the Services and the selection of the Services and other programs to achieve intended results. Persons using the Services are also responsible for establishing the adequacy of independent procedures for testing the reliability and accuracy of any program output, including all items designed by using the Services.

## 5. Service Level and Support

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**5.1. 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.

**5.2. Contacting Technical Support.** Beginning with the activation of the Services, Customer may contact Siemens' technical support organization as primary point of contact for support in relation to such Services.

### Contact:

All support inquiries must be made through: <https://support.industry.siemens.com/cs/my/src>. Please search for the Offering "TIA Portal Cloud".

**5.3. Scope of Technical Support.** Subject to availability Siemens offers to 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 team to resolve support incidents and shall have adequate technical expertise and knowledge of the Offering to provide relevant information to enable Siemens' support team 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.

## 6. WEB Application

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In order to use the Premium Services Customer's Users need a Web Single Sign-On ("WebSSO") Account ("Web Application"). For registration the User shall give accurate information and, where such information changes over time, update such information (to the extent possible: online) without undue delay. The User needs to enter the correct name of the company who is working for, including address. The User shall ensure that its email address, as supplied to Siemens, is always current and an address at which the User can be contacted. The email address must refer to a uniquely identified individual User and be a company e-mail address. The terms of use published on the website of such Web Application ("Terms of Use") shall apply in their current version in respect of the use of the Web Application. In case of inconsistencies or conflicts, the

Agreement shall prevail. With regard to the provision of the Offerings Siemens' liability towards Customer is exclusively regulated by the Agreement. Customer represents and warrants that any User accessing the Web Application under access credentials provided to Customer or to such person pursuant to this Product Specific Supplemental Terms will be bound by the Terms of Use in their then current version.

## **7. Rights in Collected Data**

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Customer grants Siemens and its subcontractors the worldwide, unrestricted, and perpetual right to host, store, copy, modify, process, analyze, access, transmit, and use information and data provided by Customer, collected for or in connection with the provision of the Services by Siemens, or included in any deliverables (collectively "Collected Data") for Siemens' own business purposes (e.g. development or improvement of products and services, preparing individual offers for Customer). On an aggregated basis with other data and in a form that does not identify Customer, Siemens and its subcontractors may also make Collected Data publicly available (e.g. for information and industry trends, benchmarking data). These rights of use shall not exist with respect to data for which Customer holds registered intellectual property rights. The use of the Collected Data in accordance with this Section by Siemens is at Siemens' own risk.

## **8. Export Control Regulation**

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The Services described in these Specific Terms are classified as AL = N, ECCN = N unless expressly set out otherwise herein.