

## 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", "Monthly" or "Annual", 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.

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. Previews Versions

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If Customer has received a Previews version of TIA Portal Cloud, then Customer shall temporarily test and evaluate the Services in accordance with section 3.6 of the UCA. Customer is granted a royalty free, non-exclusive, non-sublicensable and non-transferable right to test the Previews Version in an unmodified form and to use it in a non-productive environment only during the defined test phase. Customer shall provide its experience and feedback to Siemens, e.g., within a pilot report. The rights as to the findings and feedback shall exclusively belong to Siemens, including any right of use and any right of exploitation. Customer shall treat information received in connection with the Previews Version, the feedback, and the Previews Version itself confidential.

**Previews Versions are not subject to standard tests and quality inspections and may contain functional and performance defects or other faults. For this reason, Siemens does not assume any warranty and/or liability.**

#### 4. 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) TIA Portal Cloud Supplemental Terms

#### 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 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"). Services constitutes an Offerings within the meaning of the UCA.

## 2. Definitions

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Capitalized terms used herein have the meaning as defined in the Agreement. The following additional definitions apply to these TIA Portal Cloud Supplemental Terms.

"Authorized User" means authorized user as described in Section 3.2 of these Product Specific Supplemental Terms. 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.

"OEM Contract" means a written contract between Customer as provider of OEM Services and an OEM Customer.

"OEM Services" means services provided by Customer to OEM Customers which are based on certain Offerings.

"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. 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.**

**Authorized Access and Use:** Notwithstanding Section 3.1 and 3.3 of the UCA and unless otherwise defined in the Entitlements each Offering may be accessed and used only by one employee of Customer ("Authorized User") in the Territory for the Subscription Term, solely for Customer's internal use as end-user. 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. User of a Previews Version are not allowed to assign the right to access. In addition, Customer shall have the non-transferable, non-sublicensable, time-limited and revocable right to permit the number of users of its customers as defined in the Entitlement ("OEM Customer") to access and use the Cloud Services and corresponding Documentation as part of Customer's own services and products for OEM Customer's internal use as end-user within the Territory. For the avoidance of doubt: OEM Customer may not use the Cloud Services including the corresponding Documentation, results (e.g. reports) generated with these Cloud Services (in whole or in part) to provide services/products to third parties. Any use of the Cloud Services by Customer as part of OEM Services is subject to compliance with the Specific Terms for Customer's OEM Services in Section 5.

**Entitlement OEM Customer:** One OEM Customer shall have access and use the Cloud Services.

- 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 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.** Notwithstanding Section 13.7 of the UCA, notices to Siemens shall be made through: <https://support.industry.siemens.com/cs/my/src>. 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. Subscription.** Siemens may offer a subscription period for "PayPerUse", "Monthly" or "Annual" subscription of the Services. The subscription period 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" or "Annual" 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 or yearly 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. Previews Version.** If Customer has activated a Previews Version of TIA Portal Cloud or the Virtual Commissioning, the Customer's test period starts with the date as defined in the voucher or in the log-in information.

**4.4. 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. **Specific Terms for Customer's OEM Services.**

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The following terms will apply with respect to OEM Services:

**5.1. Support.** Customer is solely responsible for providing support to OEM Customer and their users. Therefore, OEM Customer has to options: (i) Customer may conclude separate service and support agreements with Siemens that Siemens may act as subcontractor for Customer or (ii) Customer may advise OEM customers to order support at <https://support.industry.siemens.com> as additional service contract to be concluded between OEM customers and Siemens at the then current price list for support.

**5.2. Marketing.** In connection with Customer's marketing and advertising activities, Customer will ensure that Customer, and not Siemens, is identified as the provider of OEM Services, provided, however, that Customer may identify that the OEM Services utilize the Offerings.

**5.3. Customer's Role.** Customer acknowledges and agrees that (i) any contractual relationship related to access to and use of OEM Services is solely between Customer and the OEM Customer, and (ii) Siemens will provide Cloud Services only to Customer and will not assume any obligations or responsibilities towards OEM Customers and/or their users with regard to their access to or use of OEM Services.

**5.4. OEM Contracts.** Customer's provision of OEM Services to OEM Customers other than Customer's Affiliates requires an OEM Contract. Customer will ensure that the OEM Contracts are consistent with and no less protective of Siemens than the Agreement and will contain express provisions stating (i) Customer's company name and address and the contact information (telephone number, e-mail address) to which any questions, complaints, or claims with respect to the OEM Services should be directed, (ii) that the contract is solely between Customer and the OEM Customer and not between Siemens and the OEM Customer, (iii) that OEM Customer will comply at all times with applicable law and the Acceptable Use Policy available at <https://www.siemens.com/sw-terms/aup>, (iv) that OEM Customer will comply with the stipulations in section 11 of the UCA "EXPORT CONTROL COMPLIANCE", (v) that Siemens is a third party beneficiary to the OEM Contract, and (vi) that the OEM Services are not designed to be used for operation of or within a High Risk System if functioning of the High Risk System is dependent on proper functioning of the OEM Services. Customer will remain responsible for the enforceability and enforcement of OEM Contracts and their compliance with applicable law. Customer will immediately notify Siemens of any non-compliance by an OEM Customer or its users with the above provisions, as well as any related enforcement action Customer takes against an OEM Customer or its users.

**5.5. Data.** Where required by law, Customer will enter into appropriate agreements with OEM Customers to process and protect their data (including personal data). Such agreements between Customer and OEM Customers will allow Siemens and its subcontractors to process any data (including personal data) of Customer, OEM Customers, and their users as described therein.

## 6. **Service Level and Support**

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**6.1. 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.

**6.2. 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.

All support inquiries must be made through: <https://support.industry.siemens.com/cs/my/src>.

**6.3. 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.

## 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.