

UNIVERSAL CUSTOMER AGREEMENT

This Universal Customer Agreement ("**UCA**") and the applicable Supplemental Terms (together, this "**Agreement**") are entered into between the Siemens entity named on the Order ("Siemens" or "SISW") and the customer that accepted this Agreement ("Customer"). This Agreement may be accepted by manual signature or electronic signature, or through an electronic system specified by Siemens. In the electronic system, Customer will be prompted to accept these terms by clicking a button. Clicking the button or using any Offering indicates that Customer has read, understood, and accepted this Agreement. If Customer does not accept this Agreement, Customer must not use any Offering and return any Offering to Siemens or its applicable authorized partner prior to installation or use.

1. ORDER OF PRECEDENCE AND DEFINITIONS

1.1 **Order of Precedence.** In the event of a conflict between this UCA and any Supplemental Terms, the Supplemental Terms prevail. In the event of a conflict between this Agreement and an Order, the Order prevails with respect to any Offering ordered thereunder.

1.2 **Definitions**

"**AUP**" means Siemens' Acceptable Use Policy available at <https://www.siemens.com/sw-terms/aup> and incorporated herein by reference.

"**Cloud Services**" means online services and associated cloud-based APIs (application programming interfaces) made available by Siemens under this Agreement, including but not limited to software-as-a-service, platform-as-a-service, cloud hosting services, and online training services, offered alone or in combination with Software. Cloud Services exclude Software, Customer Content, and Third Party Content.

"**Content**" means data, text, audio, video, images, models, or software.

"**Customer Content**" means Content entered by Customer or any User into Cloud Services and any output generated by Customer or any User through use of such Cloud Services based on such Content, excluding any Third Party Content or other Content owned or controlled by Siemens or its affiliates or their respective licensors and made available by Siemens or its affiliates through or within Cloud Services.

"**Documentation**" means the instructions for use, learning materials, technical and functional documentation, and API information made available by Siemens with the applicable Offering, in print, online, or embedded as part of a help function, which may be updated by Siemens from time to time.

"**Entitlements**" means, with respect to any Offering, the license and use types, limits, volume, or other measurement or conditions of permitted use for such Offering as set forth in the applicable Order or Supplemental Terms, including but not limited to any limits or restrictions on the number and categories of Users authorized to use such Offering, permitted geographic areas, available storage space, computing power, or other attributes and metrics.

"**Hardware**" means hardware equipment, devices, accessories, and parts delivered by Siemens under this Agreement, including firmware incorporated therein.

"**Offering**" means an individual offering, made available by Siemens and identified in an Order, which consists of Cloud Services, Software, Hardware, or Professional Services, or a combination of any of the foregoing, and any associated maintenance and support services and Documentation.

"**Order**" means an order form (Order Form), statement of work (SOW), Licensed Software Designation Agreement (LSDA), or similar ordering document that (i) incorporates the terms of this Agreement and sets forth the Offering(s) ordered by Customer and any associated fees, (ii) has been agreed by Customer by manual or electronic signatures or through an electronic system specified by Siemens, and (iii) is accepted by Siemens.

"**Professional Services**" means training, consulting, engineering, or other professional services provided by or on behalf of Siemens under this Agreement pursuant to an Order, excluding Cloud

Services.

"**Siemens IP**" means all patents, copyrights, trade secrets, and other intellectual property rights in, related to, or used in the provision or delivery of, any Offering or technical solution underlying any Offering, and any improvement, modification, or derivative work of any of the foregoing.

"**Software**" means software licensed by Siemens under this Agreement and made available for download or otherwise delivered to Customer for installation, including updates, modifications, design data, and all copies thereof, associated software-based APIs, scripts, toolkits, libraries, reference or sample code, and similar materials.

"**Subscription Term**" means the time period specified in the Order for which a term-based Offering is made available to Customer. Any renewal constitutes a new Subscription Term.

"**Supplemental Terms**" means additional terms and conditions that apply to a particular Offering as attached hereto or set forth or referenced in an Order.

"**Third Party Content**" means Content, applications, and services owned or controlled by a third party and made available to Customer through or in connection with Cloud Services.

"**User**" means a person or entity that accesses an Offering under this Agreement, whether such access is given by Customer, by Siemens at Customer's request, or by a third party authorized by Customer.

2. ORDERS

2.1 **Ordering.** The parties may enter into one or more Orders under this Agreement. Each Order is binding on the parties and is governed by the terms of this UCA and all applicable Supplemental Terms.

2.2 **Delivery.** Unless otherwise set forth in the Order (i) delivery of Cloud Services occurs when Siemens makes Cloud Services available to Customer for access and use, (ii) delivery of Software occurs when Siemens makes Software available to Customer via electronic download from a website specified by Siemens or ships the tangible media containing the Software, and (iii) for an Offering that is comprised of a combination of Cloud Services and Software, delivery occurs when the Software and Cloud Services are made available by Siemens. Software on media will be delivered subject to EXW (Incoterms 2020) for deliveries that occur entirely within the United States, Russia, or China. All other Software will be delivered subject to DAP (Incoterms 2020).

2.3 **Payment.** Customer will pay the fees set forth in the applicable Order within 30 days after the invoice date unless otherwise agreed by the parties. Siemens will invoice Customer for Professional Services on a monthly basis as charges are incurred. Unless specified otherwise in the applicable Order, Siemens will invoice Customer for fees related to any other Offerings in advance. If Customer's usage of any Offering exceeds the applicable Entitlements for such Offering, Customer will pay fees for excess use at the then-current price for such Offering within 30 days after the invoice date. Except as expressly set forth in this Agreement, all payment obligations are non-cancelable, and all fees are non-refundable. If Customer has procured an Offering through a Siemens-authorized solution partner, different terms regarding invoicing and payment may apply as specified between Customer and the solution partner. Siemens may share information with the solution partner related to Customer's use and consumption of the Offerings for account management and billing purposes.

2.4 **Taxes.** All amounts to be paid to Siemens are exclusive of any taxes and any other charges. Customer agrees to pay or reimburse Siemens or its authorized solution partner for the payment of any applicable taxes or duties including, but not limited to, sales taxes, value added taxes, goods and services taxes, consumption taxes, or any other charge that is imposed by any government authority on Customer's use or receipt of, or license to, any Offering. If Customer is exempt from value-added or sales tax, then it must provide a valid, timely, and executed exemption certificate, direct pay permit, or other such government-approved documentation to Siemens or its authorized solution partner. If Customer is required by law to make any income tax deduction or to withhold income tax, after the application of reductions available under international treaties, from any sum payable directly to

Siemens under this Agreement, Customer will promptly effect payment thereof to the applicable tax authorities, and will also promptly provide Siemens with official tax receipts or other evidence issued by the applicable tax authorities to support a claim for tax credit relief. Notwithstanding the foregoing, Customer is responsible for, and will indemnify Siemens for, any taxes, including withholding taxes, resulting from making an Offering available to Users in geographic locations outside the country in which Customer is located as per the Order.

3. USE OF OFFERINGS

3.1 Use Rights. For Cloud Services contained within an Offering, Siemens grants Customer a nonexclusive, nontransferable, limited right to access and use such Cloud Services for Customer's internal business purposes during the applicable Subscription Term, solely in accordance with the Entitlements and this Agreement. For Software and Documentation contained within an Offering, Siemens grants Customer a nonexclusive, nontransferable, non-sublicensable, limited license to use Documentation and install and use Software for Customer's internal business purposes during the applicable Subscription Term or such other time period specified in the Order, solely in accordance with the Entitlements and this Agreement.

3.2 Users. The number and categories of Users authorized to access an Offering are defined in the Entitlements. Customer will ensure that all Users comply with Customer's obligations under this Agreement. If Customer becomes aware of any violation of its obligations under this Agreement by a User or any unauthorized access of the account of a User, Customer will immediately notify Siemens and terminate the relevant person's access to Offerings. Customer is responsible for any act or failure to act by any User or any person using or accessing the account of a User in connection with this Agreement.

3.3 General Use Restrictions. Except as authorized in this Agreement, Customer will not, and will not permit any person or entity to, (i) resell, transfer, sublicense, publish, loan, or lease any Offering, or use any Offering for the benefit of any third party without the prior written consent of Siemens, (ii) modify, alter, tamper with, repair, or create derivative works of any Offering, (iii) reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code of any Offering, (iv) use any Offering in a manner that could subject such Offering to any open source software license that conflicts with this Agreement or that does not otherwise apply to such Offering, (v) use any Offering for the purpose of developing or enhancing any product that is competitive with such Offering, or (vi) remove any proprietary notices or legends contained in or affixed to any Offering. Customer will only use APIs identified as 'published' in the Documentation, and only as described therein to support the authorized use of Offerings. Customer may copy Software or Documentation only as required to support use of the Offering as expressly authorized in this Agreement, and will ensure that any such copy includes all proprietary notices contained in the Software or Documentation or affixed thereto as received from Siemens. The restrictions set out in this Section do not apply to the extent they conflict with mandatory applicable law.

3.4 Security of Customer Systems. Customer is responsible for the security of Customer systems, including Software on Customer's systems, and will take commercially reasonable steps to exclude malware, viruses, spyware, and Trojans from Customer's systems.

3.5 Reservation of Rights. All Software, Cloud Services, and non-public Documentation are trade secrets of Siemens and its licensors. Siemens or its licensors retain title to and ownership of Software, Cloud Services, Documentation, and Siemens IP. Siemens reserves all rights in Offerings and Siemens IP not expressly granted in this Agreement.

3.6 No-Charge Offerings; Previews. All (i) Offerings provided at no charge to Customer ("**No-Charge Offerings**"), and (ii) features or services offered as part of Cloud Services prior to their general release that are labeled or otherwise communicated to Customer as 'preview', 'pre-release', 'early access', or 'non-general release' ("**Previews**"), are provided "AS IS" without warranty, indemnity, support, or other commitments. Siemens may change, limit, suspend, or terminate any

Previews at any time. Customer acknowledges that Previews are not ready for production usage, and that Customer's use of any Previews is at its sole risk and discretion. Customer will only use No-Charge Offerings identified on an Order as being 'demo', 'test', 'evaluation', 'beta', or similar for internal test and evaluation purposes, and not for production or other commercial purposes.

3.7 Information Obligations; Audit. Customer will provide information or other materials that Siemens reasonably requests to verify Customer's compliance with this Agreement. Siemens may, during regular business hours and upon reasonable advance notice, conduct an audit of Customer's compliance with this Agreement. Customer will permit Siemens or its authorized agents to access facilities, workstations, and servers and take all commercially reasonable actions to assist Siemens in determining compliance with this Agreement. Siemens and its agents will comply with reasonable security procedures communicated to Siemens while on Customer's premises.

4. ADDITIONAL TERMS FOR SOFTWARE

The following additional terms apply to any Software contained within an Offering:

4.1 Software is provided in object code form only, unless otherwise specified in this Agreement. To the extent that any Software is provided by Siemens in source code form, Customer may only use that Software to modify or enhance the applicable Offering that such Software is a part of, and, as between the parties, all such modifications or enhancements will be owned by Siemens and subject to the license set forth in Section 3.1. Customer hereby consents to the installation of Software on systems used by Customer, as may be facilitated by Cloud Services.

4.2 Software may contain third-party software, technology, and other materials, including open source software, licensed by third parties ("**Third-Party Technology**") under separate terms ("**Third-Party Terms**"). Third-Party Terms are specified in the Documentation, Supplemental Terms, "read me" files, header files, notice files, or similar files. In the event of a conflict with the terms of this Agreement, the Third-Party Terms control with respect to Third-Party Technology. If Third-Party Terms require Siemens to furnish Third-Party Technology in source code form, Siemens will provide it upon written request and payment of any shipping charges.

5. ADDITIONAL TERMS FOR CLOUD SERVICES

The following additional terms apply to any Cloud Services contained within an Offering:

5.1 **Service Level Agreements.** During the Subscription Term, Siemens will comply with the applicable service level agreements for Cloud Services as set forth in any applicable Supplemental Terms.

5.2 **Changes to Cloud Services.** Cloud Services may be modified, discontinued, or substituted by Siemens from time to time. During a Subscription Term, Siemens will not materially degrade core features or functionalities of Cloud Services or discontinue Cloud Services without making available substitute Cloud Services, except as necessary to address (i) new legal requirements, (ii) changes imposed by Siemens' vendors or subcontractors (e.g. the termination of Siemens' relationship with a provider of software or services which are required for the provision of such Cloud Services), or (iii) security risks that cannot be resolved in a commercially reasonable manner. Siemens will notify Customer of any such material degradation or discontinuation of Cloud Services as soon as reasonably practicable, and Customer may terminate the Order for the applicable Offering upon written notice to Siemens, which termination right must be exercised within 30 days after receipt by Customer of the notice of such degradation or discontinuation. In the event of such termination or discontinuation of Cloud Services, Siemens will refund any prepaid fees for the applicable Offering on a pro-rata basis for the remainder of the Subscription Term for that Offering.

5.3 **Use of Messaging Services.** Customer may use Cloud Services to send emails or other messages to Users and third parties. Customer is solely responsible for any such messages and their content. Messages may be blocked, delayed, or prevented from being delivered by destination

servers and other reasons outside of Siemens' control, and there is no warranty that notifications will reach their intended destination in a given timeframe.

5.4 Out of Scope. Cloud Services specifically exclude Third Party Content, even if such Third Party Content interoperates with Cloud Services, can be accessed on or from Cloud Services, or is offered in an online marketplace provided by Siemens or any of its affiliates or business partners. Any contractual relationship regarding Third Party Content is solely between Customer and the relevant third party vendor and may be governed by separate terms made available by Siemens with or as part of Third Party Content. Siemens will have no responsibility for Third Party Content or Customer's use of such Third Party Content. Cloud Services also specifically exclude (i) access to the internet or any other network, (ii) suitable connectivity or any other resources necessary for accessing or using Cloud Services, and (iii) the transmission of Content to and from the exit of the wide area network of the data centers used by Siemens to provide Cloud Services.

5.5 Acceptable Use Policy; Indemnity. Customer will comply, and ensure that all Users comply, with the AUP. Customer will indemnify Siemens, its affiliates, its subcontractors, and their representatives against any third party claims, damages, fines, and cost (including attorney's fees and expenses) relating in any way to (i) any violation of the AUP by Customer or any User, (ii) any violation of laws or regulations, or rights of others by Customer's or any User's use of any Offering, or (iii) Customer Content.

5.6 Ownership and Use of Customer Content. Siemens will not acquire any title to or ownership of Customer Content by virtue of this Agreement. Siemens and its subcontractors will use Customer Content only for the purpose of providing the Offerings, or as otherwise permitted by this Agreement or agreed by the parties. Customer is responsible for the content, management, transfer, use, accuracy, and quality of Customer Content and the means by which Customer acquires such Customer Content. Siemens recommends Customer confirm the geographic area in which Customer Content will be stored, which may be outside the country in which Customer is located. Customer will ensure that Customer Content can be processed and used as contemplated by this Agreement without violating any rights of others or any laws or regulations.

5.7 Protection of Customer Content. Cloud Services will be provided using processes and safeguards designed to protect the integrity and confidentiality of Customer Content. Customer remains responsible for taking appropriate steps regarding protection, deletion, and retrieval of Customer Content, including by maintaining backup copies. Some Cloud Services may provide features that allow Customer to share Customer Content with third parties or make Customer Content public through use of certain Cloud Services. If Customer elects to use such features, Customer Content may be accessed, used, and shared by third parties to whom Customer provides such access or shares such Customer Content, and Customer's election to use such features is at its sole discretion and risk.

6. DATA

6.1 Security and Data Privacy. Each party will comply with applicable data privacy laws governing the protection of personal data in relation to their respective obligations under this Agreement. Where Siemens acts as Customer's processor of personal data provided by Customer, the Data Privacy Terms available at <https://www.siemens.com/dpt/sw>, including the technical and organizational measures described therein, apply to the use of the relevant Offering and are incorporated herein by reference.

6.2 Systems Information. Siemens and its affiliates and their subcontractors may collect and derive information, statistics, and metrics regarding usage, operation, support, and maintenance of the Offerings or from Customer Content (collectively, "**Systems Information**"), and may use Systems Information to support, maintain, monitor, operate, develop, and improve its products and services or enforce its rights, provided that any Systems Information derived from Customer Content is aggregated with other information so that the original Customer Content is not identifiable. Siemens

may disclose Systems Information to a Siemens-authorized solution partner solely to the extent reasonably required for such partner to fulfill its support obligations to Customer. To determine unauthorized use of Software licenses, Siemens reserves the right to embed a reporting mechanism in Software.

7. WARRANTIES AND DISCLAIMERS

7.1 Software Warranty. Siemens warrants that Software will perform substantially in accordance with the features and functionalities described in the Documentation for a period of 90 days following the date the Offering is initially made available to Customer. To the extent permissible under applicable law, as Siemens' entire liability and Customer's sole and exclusive remedy for a breach of this warranty, Siemens will, at its option (i) correct errors or provide work-arounds, (ii) replace defective Software, or (iii) require Customer to return the defective Software, terminate the Order for the non-conforming Offering in case the Software has been licensed for a Subscription Term, and refund fees paid for such Offering. The warranty for Software excludes (a) No-Charge Offerings, (b) Software provided upon re-mix, (c) Software that is designated as retired or not generally supported as of the date of the Order, (d) Software made available under the maintenance services terms set forth in any applicable Supplemental Terms, and (e) issues, problems, or defects arising from use of Software not in accordance with the terms of this Agreement.

7.2 Cloud Services Warranty. Siemens warrants that Cloud Services will perform substantially in accordance with the features and functionalities described in the Documentation. To the extent permissible under applicable law, as Siemens' entire liability and Customer's sole and exclusive remedy for a breach of this warranty, at its option (i) Siemens will use commercially reasonable efforts to restore the non-conforming Cloud Services so that they comply with this warranty, or (ii) if such restoration would not be commercially reasonable, Siemens may terminate the Order for the non-conforming Offering and refund any prepaid fees for such Offering on a pro-rata basis for the remainder of the Subscription Term for that Offering. The warranty for Cloud Services excludes (a) No-Charge Offerings and Previews, and (b) issues, problems, or defects arising from Customer Content, Third Party Content, or use of Cloud Services not in accordance with the terms of this Agreement.

7.3 Disclaimers. **Siemens makes only the limited warranties expressly stated in this Agreement, and disclaims all other warranties including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. Siemens does not warrant or otherwise guarantee that (i) reported errors will be corrected or support requests will be resolved to meet Customer's needs, (ii) Offerings or any Third Party Content will be uninterrupted, error free, fail-safe, fault-tolerant, or free of harmful components, or (iii) any Content, including Customer Content and Third Party Content, will be secure or not otherwise lost or damaged. Representations about Offerings or features or functionality in any communication with Customer constitute technical information, not a warranty or guarantee.**

7.4 Customer is responsible for assessing the suitability of each Offering for Customer's intended use, selecting the Offering necessary to achieve Customer's intended results, and for the use of the Offering. By using the Offering, Customer agrees that the Offering meets Customer's requirements to enable compliance with applicable laws. Customer will obtain, at its own expense, any rights, consents, and permits from vendors of software and services used by Customer in connection with any Offering which are required for such use. Customer agrees that Orders are not contingent on any future features or functionality of the Offering.

7.5 Siemens does not control Customer's processes or the creation, validation, sale, or use of Customer's (or any client of Customer's) products or services and will not be liable for any claim or demand made against Customer by any third party, except for Siemens' obligations to indemnify Customer against infringement claims as expressly set forth in this Agreement.

8. LIMITATION OF LIABILITY

8.1 The entire, aggregate liability of Siemens related in any way to this Agreement will be limited as follows: (i) for liability solely arising from Hardware or from Software licensed on a perpetual basis, the fees paid to Siemens for that Offering, or (ii) in all other cases, the fees paid to Siemens for the Offering that gave rise to the liability during the 12 month period immediately preceding the first event giving rise to the claim. The foregoing limitation does not apply to Siemens' indemnity obligation in Section 9.

8.2 In no event will Siemens be liable for (i) any indirect, incidental, consequential, special, exemplary, or punitive damages, loss of production or data, interruption of operations, or lost revenue or profits, even if such damages were foreseeable, or (ii) any No-Charge Offerings or Previews.

8.3 Siemens will not be liable for any claim in connection with this Agreement if such claim is brought more than two years after the first event giving rise to such claim is or should have been discovered by Customer.

8.4 The foregoing limitations and exclusions apply (i) to the benefit of Siemens and its affiliates, and their respective officers, directors, licensors, subcontractors, and representatives, and (ii) regardless of the form of action, whether based in contract, statute, tort (including negligence), or otherwise.

8.5 The foregoing limitations and exclusions will not apply to the extent that liability cannot be limited or excluded according to applicable law.

9. INTELLECTUAL PROPERTY INFRINGEMENT INDEMNITY

9.1 **Infringement Claim Indemnity.** Siemens will indemnify and defend, at its expense, any action brought against Customer to the extent that it is based on a claim that Customer's use of an Offering as authorized under this Agreement infringes any copyright, any trade secret, or a patent or trademark issued or registered by the United States, Japan, or a member of the European Patent Organization, and will pay all damages finally awarded against Customer by a court of competent jurisdiction or agreed in a settlement, provided that Customer gives Siemens (i) prompt written notice of the claim, (ii) all requested information and reasonable assistance related to the claim and (iii) sole authority to defend or settle the claim. Siemens will not admit liability or incur obligations on Customer's behalf without Customer's prior written consent, which will not be unreasonably withheld.

9.2 **Injunction.** If a permanent injunction is obtained against Customer's use of an Offering due to an infringement claim, Siemens may, at its sole option, obtain for Customer the right to continue using the Offering, or replace or modify the Offering to become non-infringing. If such remedies are not reasonably available: (i) Siemens will refund prepaid fees for the enjoined Offering on a pro-rata basis (a) for Hardware or Software licensed to Customer on a perpetual basis, for the remainder of an amortization period of 60 months from the initial delivery to Customer, or (b) for any other Offering, for the remainder of the Subscription Term for that Offering; (ii) any applicable licenses to such Offering will automatically terminate; and (iii) Customer will immediately cease to use the enjoined Offering and return all related Software in its possession. Siemens may, in its sole discretion, provide any of the foregoing remedies to mitigate infringement prior to the issuance of an injunction.

9.3 **Exclusions.** Notwithstanding anything to the contrary in this Agreement, Siemens will not have any liability or indemnification obligation to Customer to the extent that an infringement claim arises out of (i) use of a prior version of the Offering to the extent that a current version is non-infringing, (ii) failure to use a replacement, correction, patch, or new version of the Offering offered by Siemens that performs substantially the same functions, (iii) use of the Offering in combination with Content, equipment, or products not provided by Siemens, (iv) use of No-Charge Offerings or Previews, (v) deliverables resulting from Professional Services, (vi) any adjustment, modification, or configuration of the Offering not made by Siemens, or (vii) instructions, assistance, or specifications provided by

Customer.

9.4 **Sole and Exclusive Remedy.** Section 9 sets forth Siemens' entire liability and Customer's sole and exclusive remedy for infringement of third-party intellectual property rights.

10. RENEWAL, SUSPENSION, TERMINATION

10.1 **Subscription and Renewals.** If indicated on the Order or otherwise agreed by the parties in writing or in an electronic system made available by Siemens, the Subscription Term for the applicable paid Offering will automatically renew for successive Subscription Terms unless either party notifies the other at least 60 days prior to the end of the then-current Subscription Term that it has elected not to renew. Any renewed Subscription Term will be the same length as the preceding term or 12 months, whichever is greater. The then-current UCA (or successor terms) and applicable Supplemental Terms available at <https://www.siemens.com/sw-terms/uca> and <https://www.siemens.com/sw-terms/supplements> will apply for the following Subscription Term in lieu of this Agreement. The fees during any renewed Subscription Term will be the same as those charged during the preceding Subscription Term, unless (i) Siemens notifies Customer about different future fees at least 90 days prior to the end of the then-current Subscription Term or (ii) fees for the renewed Subscription Term(s) are specified on the Order.

10.2 **Suspension.** Siemens may suspend or limit Customer's or any User's access to and use of Offerings, in whole or in part, immediately (i) if Siemens reasonably determines that the use of the Offering poses a security risk to the Offering, Siemens, or any third party, or subjects Siemens or any third party to liability, (ii) if Customer materially breaches this Agreement, or (iii) upon the occurrence of any of the circumstances that give Siemens the right to immediate termination under Section 10.3. The suspension or limitation may be made in addition to any other rights available to Siemens under this Agreement, will not relieve Customer of its obligation to pay fees, and will be lifted when the reason for such suspension or limitation no longer exists.

10.3 **Termination.** Neither party will terminate an Order for convenience during the applicable Subscription Term. Either party may terminate an Order for a particular Subscription Term based Offering with immediate effect in the event of the other party's material breach of this Agreement which remains uncured for a period of 30 days from receipt of notice specifying the breach; provided that such termination will only be effective with respect to the Offering affected by the material breach. Siemens may immediately terminate any or all Orders or this Agreement upon notice to Customer in the event of Customer's unauthorized installation or use of Siemens software, Customer's filing for bankruptcy or having bankruptcy proceedings filed against it, Customer ceasing to do business, any breach by Customer of Sections 2.3, 3, 5.5, 11, 12, or 13.2, or in order to comply with applicable law or the requests of government authorities.

10.4 **Effect of Expiration or Termination.** Upon expiration of the applicable Subscription Term or termination of any Order for one or more Offerings or this Agreement for any reason, Customer's rights to access, use, or receive the affected Offering(s) automatically terminate. Customer will immediately cease using the affected Offering(s), remove and destroy all Software and other Siemens Confidential Information relating to such Offering in its possession or control, and certify such removal and destruction in writing to Siemens. Customer may retrieve Customer Content available for download for a period of 30 days after expiration or termination, provided Customer is in compliance with this Agreement and pays any applicable fees. After such period, all Customer Content may be deleted. Termination of this Agreement or any Order for one or more Offerings will not relieve Customer of its obligation to pay the total fees set forth in any Order, which fees will become due and payable immediately upon termination. In the event of Customer's termination for Siemens' material breach in accordance with Section 10.3, Siemens will refund a reasonable portion of any prepaid fees on a pro-rata basis for the remainder of the Subscription Term for the affected Offering(s). Sections 2.3, 2.4, 3.3, 3.4, 3.5, 3.7, 5.5, 6.2, 7.3, 8, 10.4, 11, 12, 13.4 and 13.8 survive termination of this Agreement.

11. EXPORT CONTROL AND SANCTIONS COMPLIANCE

11.1 **Export.** Siemens' obligations under this Agreement are conditioned upon Customer's compliance with, and Customer will comply with, all applicable export and re-export controls, embargoes, and economic and trade sanctions laws and regulations, including in any event, those of the United States and the European Union ("Export Laws"). Customer represents that Customer Content is non-controlled (e.g. classification is "N" in the E.U., and "N" for ECCN or "EAR99" in the U.S.) and that any Content on Cloud Services, including Customer Content, any Offering provided under this Agreement, and any derivatives thereof will not be (i) downloaded or accessed by a Sanctioned Person, (ii) exported, re-exported (including any 'deemed exports'), shipped, distributed, delivered, sold, resold, supplied, or otherwise transferred, directly or indirectly, to any Sanctioned Person or otherwise in a manner contrary to the Export Laws, (iii) used for any purpose prohibited by the Export Laws, or (iv) used for non-civilian purposes (e.g. armaments, nuclear technology, weapons, any other usage in the field of defense and military), unless permitted by the Export Laws or respective governmental licenses or approvals. Without limiting the foregoing, Customer represents and warrants that (a) it is not a Sanctioned Person, and (b) it will not download or otherwise access, or facilitate a third party's download or access of, any Content on Cloud Services, including Customer Content, or any Offering, from a location in a Sanctioned Country. Customer will, at least once per year, review and update its list of Users who have access to any Cloud Services and confirm that no such User is a Sanctioned Person and that all such Users may continue to access Cloud Services in compliance with Export Laws. Siemens may conduct the necessary Export Laws checks and, upon request, Customer will promptly provide Siemens with any necessary information. Customer will be responsible for providing to and collecting from Users any information necessary to ensure compliance with applicable Export Laws (e.g. applicable export list numbers). "Sanctioned Country" means a country or territory that is itself the subject or target of any comprehensive trade or economic sanctions (currently Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine). "**Sanctioned Person**" means any person (A) listed in the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or in any Export-Control-Related list of designated persons maintained by the U.S. Department of Commerce, the U.S. Department of State, the United Nations Security Council, the European Union, any Member State of the European Union, or the United Kingdom, (B) operating, organized, or resident in a Sanctioned Country, (C) the government of, or acting for or on behalf of the government of, Venezuela or a Sanctioned Country, or (D) owned or controlled by one or more such persons.

11.2 **Information Disclosure.** If Customer discloses to Siemens any information that is (i) Covered Defense Information or Controlled Unclassified Information as defined in U.S. Government regulations, or (ii) subject to Export Laws that require controlled data handling, Customer will notify Siemens personnel in advance of each instance of disclosure and will use the notification tools and methods specified by Siemens.

11.3 **Remedies, Indemnification.** In the event that Customer fails to comply with any provision of Section 11 or violates any Export Laws in connection with any Offering or Siemens IP, Siemens will have the right to take action in accordance with the terms of this Agreement and as required by U.S. law or the applicable law. Further, 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 Section 11, including Customer's violation or alleged violation of any Export Laws.

11.4 **Right to Withhold Performance.** Siemens will not be obligated to perform under this Agreement if such performance is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions including, but not limited to, embargoes or other sanctions imposed by the United Nations, the European Union,

or the United States.

12. CONFIDENTIALITY

12.1 Confidential Information. "**Confidential Information**" means all information disclosed by one party or any of its affiliates or subcontractors to the other party under this Agreement that is marked as confidential or the confidential nature of which is evident to a reasonable person. Siemens Confidential Information includes the terms of this Agreement and any Order, Offerings, Systems Information, Siemens IP, and any information Customer derives from benchmarking any Offering. The receiving party will (i) not disclose Confidential Information, except (a) on a need-to-know basis to its and its affiliates' employees, consultants, contractors, and financial, tax, and legal advisors that are bound by confidentiality obligations and use restrictions at least as restrictive as those in this Agreement, or (b) as otherwise authorized by the disclosing party or this Agreement, (ii) use Confidential Information only as required to exercise or enforce rights or perform obligations under this Agreement, and (iii) use reasonable care to protect against unauthorized use and disclosure of the disclosing party's Confidential Information. The receiving party will be liable for compliance with Section 12 by each of its recipients. Siemens and its affiliates may name Customer as a customer on their websites and in customer lists and other marketing materials.

12.2 Exclusions. The obligations in Section 12.1 will not apply to any Confidential Information that (i) is or becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, (ii) becomes available to the receiving party from a source other than the disclosing party, provided that the receiving party has no reason to believe that such source is itself bound by a legal, contractual, or fiduciary obligation of confidentiality, (iii) was in the receiving party's possession without an obligation of confidentiality prior to receipt from the disclosing party, (iv) is independently developed by the receiving party without the use of, or reference to, the disclosing party's Confidential Information, or (v) is required to be disclosed by a government authority or law, so long as the receiving party promptly provides the disclosing party with written notice of the required disclosure, to the extent such notice is permitted by law, and cooperates with the disclosing party to limit the scope of such disclosure.

13. GENERAL PROVISIONS

13.1 Siemens Affiliates and Subcontractors. Siemens' ultimate parent company or companies directly or indirectly owned or controlled by Siemens' ultimate parent company may exercise Siemens's rights and fulfill Siemens' obligations under this Agreement. Siemens may use resources in various countries to provide Offerings, including unaffiliated subcontractors. Siemens remains responsible for its obligations under this Agreement.

13.2 Assignment. This Agreement will extend to and be binding upon the successors, legal representatives, and permitted assignees of the parties. However, this Agreement and the rights granted under this Agreement may not be assigned, sublicensed, or otherwise transferred (by operation of law or otherwise) by Customer without the prior written consent of Siemens. Any attempted assignment in violation of this Section will be void. Customer's assignment of this Agreement requires the prior written consent of SISW. SISW may assign this Agreement to its affiliates or to a company that succeeds to all or substantially all of its interests or assets and written notice of any such assignment will be given by SISW or its successor as soon as commercially reasonable. This Agreement will be binding on and inure to the benefit of the successors, representatives, and permitted assigns of Customer and SISW.

13.3 License Rights Applicable to the U.S. Government. Offerings are commercial products that were developed exclusively at private expense. If Offerings are acquired directly or indirectly for use by the U.S. Government, then the parties agree that such are considered 'Commercial Items' and 'Commercial Computer Software' or 'Computer Software Documentation', as defined in 48 C.F.R.

§2.101 and 48 C.F.R. §252.227-7014(a)(1) and (a)(5), as applicable. Offerings may only be used under the terms of this Agreement as required by 48 C.F.R. §12.212 and 48 C.F.R. §227.7202. The U.S. Government will only have the rights set forth in this Agreement, which supersedes any conflicting terms or conditions in any government order document, except for provisions which are contrary to applicable mandatory federal laws. Siemens will not be required to obtain a security clearance or otherwise be involved in accessing U.S. Government classified information.

13.4 **Feedback.** If Customer provides any ideas or feedback regarding any Offering, including suggestions for changes or enhancements, support requests (including any related information), and error corrections (collectively "**Feedback**"), Feedback may be used by Siemens without condition or restriction.

13.5 **Force Majeure.** Neither party will be liable for delay or failure to perform any obligations under this Agreement (except with respect to any payment obligations) due to any cause beyond its reasonable control. The delayed party will promptly notify the other party of any such event.

13.6 **Notices.** Siemens may notify Customer under this Agreement by (i) posting a notification on Cloud Services or on the administrative user account that Customer maintains with Siemens to manage subscriptions to Offerings ("**Subscription Console**"), (ii) sending an email or other text message to the address or contact number provided by Customer for business contact or then-associated with the Subscription Console, or (iii) sending an email to relevant Users. It is Customer's responsibility to regularly visit Cloud Services and the Subscription Console and to always provide Siemens with current email addresses of Customer representatives. If Customer does not comply with such obligation or if Customer's receipt of a notice fails because of technical issues related to equipment or services which are under Customer's or Customer subcontractors' control, notices will be deemed to have been provided to Customer three days following the date of such notice. Notwithstanding the foregoing, notices regarding claims or disputes will always be sent to the party's address as specified in the applicable Order. A party may change its address for receipt of notice by delivery of written notice to the other party.

13.7 **Language.** If Siemens provides a translation of the English language version of this Agreement, the English language version of this Agreement will control in the event of any conflict.

13.8 **Governing Law and Jurisdiction.** This Agreement will be subject to the applicable laws set forth in the table below, as set forth therein, without reference to any conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Any dispute arising out of or in connection with this Agreement will be finally resolved by binding arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce ("**ICC Rules**"). The seat of arbitration will be Hong Kong. If a dispute is subject to arbitration as described in the table above, arbitrators will be appointed in accordance with the ICC Rules, the language used for proceedings will be English, and orders for the production of documents will be limited to the documents on which each party specifically relies in its submission. Nothing in this Section 13.8 will restrict the right of the parties to seek interim relief intended to preserve the status quo or interim measures in any court of competent jurisdiction. Notwithstanding the foregoing, to the extent permissible under applicable laws and to the extent it would not result in the invalidity or inapplicability of this Section 13.8, the parties agree that Siemens, at its sole discretion, may bring an action in the courts of the jurisdiction(s) where the Offering is being used or Customer has its place of business, (i) to enforce its intellectual property rights, or (ii) for the payment of fees related to any Offering.

13.9 **No Waiver; Validity and Enforceability.** The failure to enforce any provision of this Agreement will not be construed as a waiver of such provision. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be affected, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law. The parties agree that electronic signatures or acceptance of this Agreement via an electronic system specified by Siemens will have the same force and effect as manual signatures.

13.10 **Entire Agreement.** This Agreement constitutes the full and complete agreement between the parties with respect to the subject matter thereof and supersedes any previous or contemporaneous agreements or communications, whether written or verbal, relating to such subject matter. The reference to a document that refers to another document will be deemed to also include such other document, unless otherwise stated therein. This Agreement may not be varied except as set out in Supplemental Terms or otherwise in writing executed by manual signatures or electronic signatures of authorized representatives of both parties or via an online mechanism, if so provided explicitly for such purpose by Siemens. No other terms and conditions will apply. The terms of any purchase order or similar Customer document are excluded and such terms will not apply to any Order, and will not supplement or modify this Agreement irrespective of any language to the contrary in such document.

Software as a Service (SaaS) Supplemental

These Software as a Service Supplemental Terms ("SaaS Terms") amend the Universal Customer Agreement ("UCA") between Customer and Siemens solely with regard to Offerings which have been assigned the alphanumeric code 'SAAS' on the Order. These SaaS Terms together with the UCA and other applicable Supplemental Terms form the agreement between the parties ("Agreement"). Offerings under these SaaS Terms primarily consist of Cloud Services.

1. DEFINITIONS

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

"Affiliate" means any entity that controls, is controlled by, or is under common control with Customer; in this context, "control" means ownership, directly or indirectly, of a majority of the outstanding equity of an entity.

"Authorized Agent" means an individual who requires access to the Offering in support of Customer's or Customer Affiliates' internal business as consultant, agent, or contractor, or who is otherwise expressly permitted in these SaaS Terms to access and use the Offering.

"Authorized User" or **"Named User"** means Customer's and its Affiliates' employee or Authorized Agent. Each Authorized User must use a unique user identification to access and use the Offering, unless a generic logon is expressly permitted in these SaaS Terms or applicable Documentation. User identifications may not be shared with other individuals.

"Credit" means a pre-paid unit which any Authorized User can convert into a right to access and use the Offering or certain additional functionalities, applications and/or modules of the related Offering designated on the Order. Credits can be consumed during the Subscription Term of the applicable Offering and are not re-usable. The specific functionalities, applications and modules that can be accessed and the quantity of Credits required, and any other details are described in the Documentation.

"High Risk System" means a device or system that requires enhanced safety functionalities such as fail-safe or fault-tolerant features to maintain a safe state where it is reasonably foreseeable that failure of the device or system could lead directly to death, personal injury, or cata-strophic property damage. High Risk Systems may be required in critical infrastructure, direct health support devices, aircraft, train, boat, or vehicle navigation or communication systems, air traffic control, weapons systems, nuclear facilities, power plants, medical systems and facilities, and transportation facilities.

"Per Product" license means that the use of the Cloud Service is restricted to the number of Siemens Offerings or third-party products to which the Cloud Service is interfaced on a one-to-one User basis.

"Territory" means worldwide (subject to Customer's obligations in the Agreement regarding compliance with export controls), unless a geographic area is specified on the Order.

"Token" means a pre-paid unit which any Authorized User can temporarily convert into a right to access and use the Offering or certain additional functionalities, applications and/or modules of the related Offering designated on the Order. The specific functionalities, applications and modules that can be accessed and the quantity of Tokens required, and any other details are described in the Documentation. When Tokens are applied by one User, those Tokens will not be available until this Authorized User ceases to use the functionalities, applications or modules which have been accessed.

"Value Based License" means a Token for particular Offering designated on the Order Form.

2. GENERAL

2.1 Authorized Access and Use. Each Offering may be accessed and used only by Authorized Users in the Territory for the Subscription Term, solely in accordance with the Entitlements and the Agreement. Customer may re-assign the entitlement to access and use the Offering from one Authorized User to another Authorized User within the same entitlement category once per calendar month. Indirect use of an Offering via hardware or software used by Customer does not reduce the number of Authorized User entitlements that Customer needs to acquire.

2.2 Changes to Supplemental Terms. Enhancement of Offerings. Siemens may only update these SaaS Terms during a Subscription Term, provided any such update does not (i) have a material adverse effect on Customer's rights (e.g. with respect to Entitlements or service levels) or (ii) result in a material degradation of the security measures maintained by Siemens with regard to the Cloud Services or Customer Content. The foregoing shall not limit Siemens' ability to make changes to these SaaS Terms (i) to comply with applicable law, (ii) address a material security risk, (iii) to reflect changes made to the Offering in accordance with any change provision in the Agreement, or (iv) that are applicable to new features, supplements, enhancements, capabilities or additional Cloud Services or Software provided as part of Customer's subscription to the Offering at no extra charge. When Customer uses any such new feature, supplement, enhancement, capability or Cloud Services or Software, the then-current SaaS Terms available at <https://www.siemens.com/sw-terms/supplements> shall apply to such use. In all other cases, if an update of the Supplemental Terms during a Subscription Term applies to Customer, Siemens will use commercially reasonable efforts to notify Customer at least 90 days prior to such change or as agreed elsewhere in the Agreement.

2.3 Test Updates. Certain Offerings provide updates which will first be made available to Customer in a test instance for Customer's review prior to deploying such update in production ("Test Update"). Siemens will give Customer notice when a Test Update is first available and the date when the production environment of the Offering will be updated. Customer's entitlement to use any Test Update in a test instance is limited as provided in the Agreement with the expectation that Customer will provide feedback to mitigate any concerns when the production environment is subsequently updated. Updates to the production environment for Offering will occur on a fixed date for all Customers.

2.4 High Risk Use. Customer acknowledges and agrees that (i) Cloud Services are not designed to be used for the operation of or within a High Risk System if the functioning of the High Risk System is dependent on the proper functioning of the Cloud Services and (ii) the outcome from any processing of data through the use of Cloud Services is beyond Siemens' control. Customer will indemnify Siemens, its affiliates, its sub-contractors, and their representatives, against any third party claims, damages, fines and cost (including attorney's fees and expenses) relating in any way to any use of a Cloud Service for the operation of or within a High Risk System.

3. SPECIFIC TERMS

The following additional terms apply solely to those Offerings that pertain to the respective product families listed below.

3.1 Additive Manufacturing Network (AMN). In addition to the right granted to Customer to access and use the Offering for its internal business purposes, Authorized Users shall also be entitled to access and use the AMN Offering to pursue Customer Transactions via the AMN Offering. Authorized Users shall include employees of Customer's customer located in the Territory whom Customer entitles to pursue Customer Transactions via Customer's subscription to the AMN Offering.

"Customer Transaction" means any marketing, offer, sale or purchase of products or services by Customer to or from (i) an Authorized User or (ii) a third party that has its own current subscription to the AMN Offering, as facilitated by the use of the AMN Offering.

Any contractual relationship regarding Customer Transactions is solely between Customer and such third party and may be governed by separate terms made available with or as part of the respective Customer Content or Third Party Content. Siemens will have no responsibility for Third Party Content or Customer's use of such Third Party Content. Customer is an independent supplier or buyer and bears all economic opportunities and risks related to Customer Transactions. Customer shall ensure that Customer, and not Siemens, is identified as the contracting party to any Customer Transaction. Customer shall be solely responsible for all billing and collection or delivery in relation to Customer Transactions. Customer will indemnify Siemens, its affiliates, its subcontractors, and their representatives, against any third party claims, damages, fines and cost (including attorney's fees and expenses) relating in any way to (i) any Customer Transaction, including any refund, cancellation or return, and (ii) Customer's tax obligations or other applicable charges in relation to any Customer Transaction, or the collection, payment, or failure to collect or pay any taxes or other applicable charges in relation to any Customer Transaction, or Customer's failure to meet tax registration obligations or duties.

3.2 PlantSight and Asset Performance Suite (APS). Certain packaged Offerings of PlantSight or APS are limited by Entitlements stated in the Order, which shall be defined as follows:

- "Concurrent Users" means Authorized Users simultaneously using the PlantSight or APS Offering.
- "Industrial Plant" means an industrial facility at the same location and postal address which is owned, planned, operated or managed in whole or in part by Customer for a specific industrial business purpose. An Industrial Plant may consist of several buildings.
- "Tag" means a piece of data identifying a physical object in an Industrial Plant that Customer determines to be relevant for the operation of the Industrial Plant. Tags can include measurement points, set points and control points of a plant (for example a pump, valve, instrument, pipeline, but usually not an elbow, gasket, bolt or nut).

Certain features for operations intelligence use cases require a Subscription for XHQ and a respective managed service activity which need to be purchased separately.

3.3 PCBflow. PCBflow Offerings are made available on a per Unit basis only. "Unit" is a package including a maximum amount of DFM Reports per month as set out in the Order. "DFM Report" means an analysis which Authorized Users have generated, reviewed and/or downloaded with the PCBflow Offering during the respective month. This analysis reflects and documents any differences between the manufacturer classification set provided by a manufacturer user and the designer's file DFM provided by a designer user to the PCBflow Offering.

4. DATA CENTER LOCATIONS

Per default, Customer Content at rest will be stored within certain major geographic areas (each an "Area") as identified at <https://www.siemens.com/sw/trustcenter>. If Siemens offers Customer choices and Customer selects a specific Area for the provisioning of the Offering, Siemens will store Customer Content at rest within the selected Area. Siemens does not control or limit the regions from which Customer may access or move Customer Content.

5. SUPPORT AND SERVICE LEVELS

Siemens' technical support for the Offering and the applicable service levels are governed by the Cloud Support and Service Level Framework available at <https://www.siemens.com/sw-terms/sla>, which is incorporated herein by reference with the following portfolio specific deviations:

PlantSight and Asset Performance Suite Support

Customer Response Level

The Targeted Response Times for PlantSight and APS are the following:

Priority classes	Standard Support Targeted Response Time during Standard Support Hours
Critical	2 hours
High	8 hours
Medium/General	48 hours
Low	48 hours

PlantSight and Asset Performance Suite Service Level Agreement

The following additional SLA Exclusions will apply to PlantSight and APS Offerings:

- (i) incidents occurring during or related to preview, pre-release, beta or trial versions of a feature; and
- (ii) incidents resulting from the use of sandbox, proof-of-concept, development, quality analysis, or other non-production systems unless explicitly included or authorized by Siemens.

Regular Maintenance Window for PlantSight and APS Offerings

Customer will be given notice of Regular Maintenance Windows which will be used to apply required patches to the IT infrastructure to ensure the continued security, availability and performance of the system. Anticipated scheduled maintenance will occur no more than once per month and Cloud Services will be unavailable for no more than 12 hours. The exact timing of the maintenance should (in general) be outside of regular business hours for Customers located in time zones of Central Europe and the lower 48 states of the United States of America.

Mentor Graphics System Products Supplemental Terms

These Mentor Graphics System Products Supplemental Terms ("**MGSP Terms**") amend the Universal Customer Agreement ("**UCA**") or End User License Agreement ("**EULA**") between Customer and SISW solely with regard to Offerings and Products which have been assigned the alphanumeric code MGSP on the Order ("**MGSP Offerings**"). These MGSP Terms, together with the UCA or EULA, as applicable, and other applicable Supplemental Terms, form the agreement between the parties

("Agreement").

1. **DEFINITIONS.** Capitalized terms used herein have the meaning as defined elsewhere in the Agreement. The following additional definitions apply to these MGSP Terms:

"**Authorized Agent**" means an individual who is working on Customer's premises and requires access to MGSP Software in support of Customer's internal business as Customer's consultant, agent, or contractor.

"**Authorized User**" means a Customer employee or Authorized Agent.

"**MGSP Software**" means the Software contained within a MGSP Offering.

"**Site**" means a single physical Customer location where the MGSP Software is permitted to be used by Authorized Users.

"**Territory**" means the Site(s) or geographic area specified on the Order where Customer is licensed to install and use the MGSP Software. If not specified on the Order nor elsewhere in the Agreement, the Territory shall be the country in which Customer is located as indicated on the Order.

2. **LICENSE AND USE TYPES.** The following license and use types may be offered with respect to MGSP Software. Additional license and use types may be specified with respect to certain MGSP Software as set forth in an Order. Each license may be used only by Authorized Users in the Territory and for the term as specified in the Order. Separate installations must be maintained for SISW software licensed with different Territory specifications.

2.1 "**Backup**" license means a license granted solely to support redundancy on Customer's backup or failsafe installations.

2.2 "**Floating**" or "**Concurrent User**" license means that access to the MGSP Software at any given moment is limited to the number of Authorized Users for whom MGSP Software licenses have been acquired as per the Order.

2.3 "**Node-Locked**", "**Active**" or "**Active User**" license means that the use of the MGSP Software is restricted to a single workstation specified by Customer, and may include a hardware lock device or dongle to manage this restriction. Hardware lock devices or dongles are freely transportable to another workstation within the Territory without issuing a new license file.

2.4 "**Perpetual**" or "**Extended**" license means a license of the MGSP Software that extends indefinitely. Perpetual licenses do not include Maintenance Services.

2.5 "**Rental**" license means a license for a limited term of less than one year as identified in the Order. Maintenance Services for a Rental license are included in the Rental license fee.

2.6 "**Subscription**" license means a license for a limited term as identified in an Order. Maintenance Services are included in the Subscription license fee. For multiple-year Subscription terms, SISW may require new license keys to be issued during the term.

2.7 "**Test/QA**" license means a license granted solely for the support of ongoing installation customization, support and testing, and may not be used in a production environment or for any other purpose.

3. **INDIRECT USE.** Indirect use of MGSP Offerings via hardware or software used by Customer does not reduce the number of Authorized User entitlements that Customer needs to acquire.

4. **HOST IDENTIFIER; THIRD PARTY HOSTING.** Customer will provide SISW with sufficient information, including the host identifier for each workstation or server upon which the license management portion of Software will be installed, for SISW to generate a license file enabling Software access per the scope of the licenses granted under each Order. Customer may only engage

a third party to host Software with SISW's prior written consent. SISW may require a separate written agreement as a condition to such consent.

5. OTHER PROVISIONS.

5.1 **Additional Use Restrictions.** Use of specific MGSP Software may be restricted to a certain compute power (e.g. number of cores used to process a job) and several licenses may be combined to utilize the compute power of each license for use by one or more Authorized User. These restrictions are specified in the Documentation.

5.2 **Source Code.** Customer will use MGSP Software provided in source code form only to modify or enhance the MGSP Software for the authorized use.

6. **MAINTENANCE SERVICES FOR MGSP SOFTWARE.** Maintenance, enhancement, and technical support services for MGSP Software ("**Maintenance Services**") are governed by the terms found at <https://www.siemens.com/sw-terms/mes>, which are incorporated herein by reference.

7. ADDITIONAL TERMS APPLICABLE TO XaaS OFFERINGS.

7.1 **Entitlements.** Cloud Services contained within an MGSP Offering may be used (i) worldwide by the number of Authorized Users set forth in the Order with respect to such Cloud Services, subject to Customer's obligations in the Agreement regarding compliance with export controls, and (ii) solely in conjunction with the MGSP Software contained within such MGSP Offering. For purposes of such Cloud Services, an Authorized Agent may also occasionally access and use Cloud Services from locations other than Customer's premises. Where Cloud Services allow Customer to provide access to additional users in a 'guest' (guest) capacity, such guest user access may be provided to any individual who requires access to such Cloud Services in support of Customer's internal business as Customer's employee, customer, client, supplier, consultant, agent, contractor or other business partner. Guest users shall be considered Authorized Users under this Agreement, but will not count towards the limited number of Authorized Users set forth in the Order for that subscription. In any case, each user must be a specific Authorized User identified by name. Customer may re-assign each entitlement to access and use Cloud Services from one Authorized User to another Authorized User within the same entitlement category once per calendar month. Additional use limitations may apply to Customer's use of Cloud Services, which may be technically enforced via Cloud Services settings.

7.2 **Support and SLAs.** SISW's technical support for these Cloud Services and the applicable service levels are governed by the Cloud Support and Service Level Framework found at <https://www.siemens.com/sw-terms/sla>, which is incorporated herein by reference. Technical support and service levels are not applicable to Cloud Services used in conjunction with Software for which Maintenance Services are no longer provided.

Update: 2023-01-27