

Private Cloud Supplemental Terms for alphanumeric code 'MSPH'

Siemens Digital Industries Software

These Insights Hub Private Cloud Supplemental Terms ("**Insights Hub Private Terms**") amend the Universal Customer Agreement ("**UCA**") between Customer and Siemens solely with regard to the Offerings which have been assigned the alphanumeric code 'MSPH-P' or where these Insights Hub Private Terms are otherwise referenced on the Order. These Insights Hub Private Terms, together with the UCA and other applicable Supplemental Terms, form the agreement between the parties ("**Agreement**"). Offerings under these Insights Hub Private Terms primarily consist of Software.

1. DEFINITIONS.

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

"Account" means one or more web-based account(s), individually or collectively, enabling access to and use of certain Offerings through a unique URL assigned by Siemens.

"Asset" means the logical representation of a thing which can be a machine or an automation system with a single or multiple automation unit(s) e.g. PLC or even a factory site. Assets are defined by using an Asset Type.

"Asset Instance" means a physical and/or logical device connected to your Account (e.g., a specific motor within a factory). Each Asset Instance belongs to an Asset Type.

"Asset Type" means a homogenous group of physical or logical Assets with common characteristics which are reflected in a template.

"Authorized Agent" means an individual who (i) requires access to the Offering in support of Customer's internal business as Customer's consultant, agent or contractor, or (ii) is otherwise expressly permitted in these Insights Hub Private Terms to access and use the Offering.

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

"Customer Application(s)" means Customer Content and software that interoperates with Customer Instance as made available by Customer to Users. Any Customer Application must provide value to Users which is distinct from the Foundation. Customer Applications exclude Software, Documentation and Siemens IP. Customer Applications include Self-hosted Application.

"Customer Environment" means Customer's or Customer's provider's cloud infrastructure and operating environment on which the Foundation is being operated as further set out in the Documentation.

"Customer Instance" means that the license is restricted to a single standalone deployment of the Foundation, which is operated on Customer's Environment, but excluding Third Party Content.

"Developer Material" means Software, the Developer Guide, and other proprietary material or information made available to Customer by or on behalf of Siemens in the course of Siemens' provision of Developer Services.

"Developer Services" means Offerings that enable Customer to develop and test Customer Applications.

"Developer Guide" means the Insights Hub Private Cloud Developer Guide available as part of the Documentation.

"Foundation "" means Software which encompasses Siemens' proprietary cloud-based service foundation on which includes the industrial Internet-of-Things-solution 'Insights Hub'.

"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 catastrophic 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.

"Insights Hub Launchpad" means the following: after login to the Account, the Insights Hub Launchpad appears. Similar to a desktop on any common operating system (OS), the Insights Hub Launchpad facilitates starting various assigned Cloud Services or Customer Applications.

"Insights Hub Private Operations" means operating the Customer Instance by or on behalf of Siemens or as defined in the Documentation.

"Operator Services" means Offerings enabling Customer to deploy, operate, publish and/or provide Customer Applications.

“Self-hosted Application” means software that is hosted by Customer (or a third party authorized by Customer) in Customer’s own responsibility outside Customer’s Instance. This includes, but is not limited to, software that runs on mobile devices such as smartphones or tablet computers (sometimes also referred to as a “mobile native application” and described in more detail in the Documentation). **“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.

2. INSIGHTS HUB PRIVATE SUBSCRIPTIONS.

- 2.1 Subscription.** Each Offering may be accessed and used (and Software may be installed) during the Subscription Term only by Authorized Users and solely in accordance with the Entitlements and this 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.
- 2.2 Deployment and Operation.** The deployment and operation of Customer Instance licensed under these Insights Hub Private Terms in Customer’s Environment is part of the Software Subscription for the entire Insights Hub Private Software Subscription Term. Any applicable Professional Services will be subject to separate legal terms set out in statement(s) of work. Insights Hub Private Operations are subject to the Supplemental Terms for Professional Services available at <https://www.siemens.com/sw-terms/supplements>. The following stipulations of the UCA shall apply accordingly to Insights Hub Private Offerings: Section 5.2 (Changes to Cloud Services), 5.3 (Use of Messaging Services), 5.4 (Out of Scope), 5.5 (Acceptable Use Policy; Indemnity.), 5.6 Ownership and Use of Customer Content, 5.7 (Protection of Customer Content.).

3. OTHER PROVISIONS.

- 3.1 Changes to Supplemental Terms or Guides; Enhancement of Offerings.** Siemens may only update these Insights Hub Private Terms if the updates do 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 Offering or Customer Content. The foregoing will not limit Siemens’ ability to make changes to these Insights Hub Private Terms (i) to comply with applicable law, (ii) to address a material security risk, (iii) to reflect changes made to the Offering in accordance with any change provision in the Agreement, or (iv) which 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 Insights Hub Private Terms available at <https://www.sw.siemens.com/en-US/sw-terms/private-cloud/> shall apply to such use. In all other cases, if an update to 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 in accordance with the notice provisions stated elsewhere in the Agreement. Siemens may change the Developer Guide from time to time; changes will become effective upon release of a new version. However, during a Subscription Term, Siemens may, upon Customer’s request, defer the change effective date to the end of the applicable Subscription Term, but not by more than 6 months. In the event of a conflict or inconsistency between the Developer Guide and these Insights Hub Private Terms, these Insights Hub Private Terms shall prevail.
- 3.2 Customer’s Obligations.** Customer is responsible to provide Siemens with access to Customer’s Environment at any time upon Siemens’ request to enable Siemens to provide the Insights Hub Private Operation. Upon expiry or termination of the Subscription, Customer shall enable Siemens to de-install the Insights Hub Private Offerings immediately from Customer’s Environment and Customer shall stop using the Insights Hub Private Offerings upon the effectiveness of such termination or expiry.
- 3.3 Changes to APIs.** During a Subscription Term, Siemens may alter any customer-facing API that Customer is using. If any such alteration is material and in a backwards-incompatible fashion, Siemens will provide Customer at least 12 months’ prior notice, except that this notice will not be required if it (i) would pose a security of intellectual property issue to Siemens or the Offering or (ii) would cause Siemens to violate legal requirements.
- 3.4 Development and Provisioning of Customer Content.** Customer will not subject any Offering to or upload Customer Content that is subject to a license that, as a condition of use, access, and/or modification of such content, requires that Siemens or Siemens’ business partners’ software or services provided by Siemens (i) are disclosed or distributed in source code form, (ii) are licensed to recipients for the purpose of making derivative works, (iii) are licensed at no charge, (iv) are not used for commercial purposes, or (v) are otherwise encumbered in any manner. 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 the configuration, combination, or use of an Offering with any Customer Content, Third-Party Content or other third-party equipment, software or services used by any User in connection with Offerings.
- 3.5 Third-Party Content.** Customer specifically acknowledges that (i) Siemens is under no obligation to test, validate, or otherwise review Third-Party Content; (ii) Third-Party Content may collect and use Customer Content and data regarding a User’s usage of the Third-Party Content; and that (iii) Customer is responsible for the development and technical operation of Customer Content including compatibility of any calls Users make to Offerings.
- 3.6 High Risk Use.** Customer acknowledges and agrees that (i) Offerings 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 Offerings; and (ii) the outcome from any processing of data through the use of Offerings is beyond Siemens’ control. 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 any use of an Offering for the operation of or within a High-Risk System.
- 3.7 Documentation.** The specifics of Offerings and Entitlements are described in the Documentation available at <https://plm.sw.siemens.com/en-US/insights-hub/> which is incorporated herein by reference. Documentation includes information such as applicable limits or other attributes and metrics, pre-requisites, or scaling factors for the pricing such as number of Assets, and additional

third-party terms which prevail for third-party software, technology, data, and other materials, including open-source software licensed from third parties.

3.8 Notices. Notwithstanding Section 13.6 of the UCA, notices to Siemens shall be sent to contract.mindsphere.sisw@siemens.com.

4. SPECIFIC TERMS

4.1 Specific Terms for Developer Services. The following terms will apply to Customer's use of Developer Services:

- 4.1.1 **Customer Obligations.** Unless otherwise agreed in writing or expressly permitted in the Agreement, when using Developer Services, Customer will: (i) use Developer Services solely for the development, testing, and demonstration of Customer Applications, but not for productive or other commercial use, (ii) ensure that Customer Applications comply with the Developer Guide, (iii) not use any device, location, database, or application outside Customer Instance to enable transfer of any of Customer Content to a destination outside Customer Instance, and (iv) not allow any application, services, or other software deployed outside Customer Instance to interoperate with Foundation APIs, except to the extent required for the intended purpose of the applicable Offerings. Customer acknowledges and agrees that Developer Services are not designed to be used to access, use, or otherwise process any data that would qualify as Confidential Information.
- 4.1.2 **Submission.** Customer is responsible for (i) the evaluation and testing of each Customer Application as to its technology, functionality, performance, security, and user interface; (ii) the compliance of each Customer Application with the Developer Guide and any other requirements set out in the Agreement; and (iii) the successful completion of any technical self-certification process made available by Siemens.
- 4.1.3 **Review.** Siemens reserves the right to review each Customer Application, whether directly or through a subcontractor, but is not obliged to conduct any such review. Neither any such review nor the lack thereof shall constitute or be communicated by Customer to be an endorsement by Siemens of Customer Applications. Additional terms regarding review standards and processes may be set out in the Developer Guide. Customer agrees to cooperate with Siemens in the review process and provide information and materials reasonably requested by Siemens, including information on the operation of Customer's business. Siemens may adopt and change its review standards or processes at any time as it deems appropriate. Any of Customer's non-public information that Siemens obtains access to during the review will be considered Customer's Confidential Information.
- 4.1.4 **Rejection.** Siemens may reject the productive use of the applicable Customer Application if Siemens determines that Customer Application (i) does not meet all or any part of the imposed requirements or (ii) might impact the proper functionality of Customer Instance and/or Siemens' Insights Hub Private Operations (e.g. due to cybersecurity threads, coding issues etc.). If Siemens rejects a Customer Application, such Customer Application will not be deployed on Customer Instance.
- 4.1.5 **Rights in Customer Applications.** Customer will own all intellectual property rights in, or to, Customer Applications and other results developed by or on behalf of Customer using the Developer Services, subject, however, to any rights of Siemens, rights of third parties, and rights in Developer Material.
- 4.1.6 **License Grant.** Siemens grants Customer a non-transferable, non-sublicensable, time-limited, and revocable license to use and permit third parties to use Developer Material solely for the development and testing of Customer Applications.

4.2 Specific Terms for Operator Services.

The following terms shall apply to Customer's use of Operator Services:

- 4.2.1 **Customer's Obligations.** Unless otherwise agreed in writing or expressly permitted in the Agreement, when using Operator Services Customer will: (i) use the Operator Services solely to deploy, operate, or provide Customer Applications for its own use; (ii) not develop or modify Customer Applications; (iii) ensure that Customer Applications comply with the Developer Guide and any other requirements set out in the Agreement ("**Requirements**"); (iv) not use any device, location, database, or application outside Customer Instance to enable transfer of any Customer Content to a destination outside Customer Instance; and (v) not allow any application, services, or other software deployed outside the Customer Instance to interoperate with Insights Hub APIs, except to the extent required for the intended purpose of the applicable Offerings.
- 4.2.2 **Maintenance and Removal.** Customer will ensure that Customer Applications are kept up to date with current bug fixes and patches. If Siemens determines that Customer Applications do not meet the Requirements, Siemens may provide notice requesting Customer to update Customer Applications, so they comply with the Requirements. If Customer fails to remedy the non-compliance within the time stated in the notice, Siemens reserves the right to remove such non-complying Customer Applications.
- 4.2.3 **Support; User Documentation.** Customer is responsible for providing support concerning Customer Applications. Customer will provide user documentation that accurately reflects the functionalities of Customer Applications, including security safeguards and information explaining which functionality resides outside Customer Instance.
- 4.3 Specific Terms for Data Sharing.** Certain Offerings enable Customer to grant another Account access to certain Customer Content (read or read and write) under a collaboration ("**Collaboration**"). Once the Collaboration is established, the sharing Account will be able to share selected Customer Content with the receiving Account ("**Sharing**"). Collaboration and individual Sharing require prior approval of the involved Accounts. Between Siemens and the involved Accounts, it is expressly understood that the Collaboration is only between the involved Accounts and Siemens is not a party thereto, and the outcome of any Collaboration and Sharing of Customer Content is beyond Siemens' control. Customer is responsible for the implementation of measures required to reasonably protect Customer Content from misuse by any third party.

4.4 Specific Terms for Self-hosted Applications. Certain Offerings enable Customer to register a Self-hosted Application to its Account in order to deploy, operate and provide it to Customer. Customer is solely responsible for procuring and maintaining appropriate licenses for all third party software or services that Customer uses in relation to its Self-hosted Application (including for the hosting and operation).

4.5 Specific Terms for MindConnect Device Management Services. By using MindConnect Device Management Services, Customer acknowledges and agrees that (without limiting any of Customer’s further obligations under the Agreement) (i) any transfer and deployment of configuration files, firmware images, or other data or software, as well as corresponding documentation or terms and conditions to connected devices is solely agreed between Customer and the relevant device owner/user, and (ii) Siemens does not assume any obligations or responsibility with regard to, and is under no obligation to test, validate, or otherwise review, such content.

5. SUPPORT

5.1 Contacting Insights Hub Support. Beginning on the date of the agreement of an Order between Customer and Siemens for an Offering, Customer may contact the Insights Hub Support organization as primary point of contact for support in relation to such Offering.

- A support case number is required to process Customer’s request. To receive such number, Customer will have to create a support case request (sometimes also referred to as ‘incident request’) via the Siemens Support Center portal (“**Support Center**”) by using the link provided on Customer’s Insights Hub Launchpad or by accessing the Support Center directly at <https://support.sw.siemens.com>. The support case number will then be sent via email and can be found under ‘Support Cases’ or ‘Case History’ in the Support Center.
- After receipt of the support case number, Customer’s support case will be updated via the Support Center. Customer can also choose to receive email updates by updating its Support Center profile accordingly. If required, Siemens will schedule follow-up calls for issue review and troubleshooting.

5.2 Scope of Insights Hub Support. Insights Hub Support is available for Offering-related support cases concerning Insights Hub. Insights Hub Support is not responsible, and is not provided for any third-party software, third party services or applications purchased through or provided by Siemens, unless expressly set out otherwise in the Agreement.

List of Insights Hub Support centers & business operating hours:

Support language	Business operating hours & Support centers
English	Monday through Friday – excluding national and local holidays. EMEA: 8:00 am to 5:00 pm CET Americas: 8:00 am to 5 pm CST APAC: 9:00 am to 6:00 pm IST

The following types of incidents are excluded from the scope of Insights Hub Support, but Customer may revert such requests to the sales team(s) for resolution:

- (i) Incidents regarding a release, version and/or functionalities of a Offering developed or configured specifically for Customer (unless expressly set out otherwise in the Agreement);
- (ii) the root cause behind the incident is not a malfunction, but rather a missing functionality (“development request” which will be forwarded to the product management team);
- (iii) the incident is ascribed to a consulting or training request (“how-to”). These are covered in the Documentation and might be subject of a Insights Hub Academy training;
- (iv) the incident is ascribed to a custom development request;
- (v) errors received as a result of Offerings not provisioned or applicable limits exceeded. Corresponding requests will be forwarded to the appropriate Insights Hub sales representative or provisioning team(s) for resolution.

The following types of incidents are excluded from Insights Hub Support being out of scope of the authorized usage:

- (i) Offerings that have been modified by anyone other than Siemens;
- (ii) load testing that exceeds the authorized service limits.

5.3 Priority and escalation. Insights Hub Support will use commercially reasonable efforts to provide a first response to a support case request in accordance with its classification within the time periods set out below on a first come/first served basis. Support cases are escalated based on severity and complexity. Customer will initially classify each support case to the priority classes set out below. The final priority classification will be at Siemens’ sole discretion.

Priority class	Support Center Definition	Extended Definition	Targeted Response Time
Critical	Production Site Down, action halted	The Foundation is currently inoperative and stops all Customer's production or deployment operations. Continued use of several critical functions or Offerings on the Foundation is not possible. Any errors reported on a test/sandbox environment will never be considered critical.	< 1 business operating hour as per the table above
High	Major functionality loss, production/usage impact, time sensitive	A major functionality loss of individual Offerings within the Foundation deployment but the Foundation remains operational. A problem that severely affects or restricts significant functionality of the Offering and impacts continued usage. The problem is time-sensitive and may be causing an immediate functional or work stoppage. Any errors reported on a test/sandbox environment will never be considered high.	< 2 business operating hours as per the table above
Medium/General	Minor functionality impact, usage continues	A functionality issue exists but Customer's operations can continue or a non-business critical function is not performing properly. The problem can be time-sensitive but it is not causing an immediate work stoppage; usage can continue in a restricted fashion, and/or a workaround exists.	Next business day
Low	Support information/questions, enhancement requests	A request or question for general support or information on an Offering. There is no impact to Foundation operations or Offerings.	Next business day

5.4 Customer Responsibilities. To receive support services hereunder, Customer shall reasonably cooperate with Insights Hub Support to resolve support cases and shall have adequate technical expertise and knowledge of their configuration of the Offerings to provide relevant information to enable Insights Hub Support to reproduce, troubleshoot and resolve the experienced error such as, by way of an example, instance name, username, form name and screenshot. Customer shall also ensure remote access to its local networks for e.g., remote diagnoses.