

## Specific Terms for the Use of Software in Connection with the TIA Portal Cloud Connector

Status: September 01, 2016

For certain software products for automation and drive technology that Siemens has released explicitly for this purpose (hereinafter: "CLOUD-ENABLED SOFTWARE"), Siemens offers the option of using these in a cloud-based environment in conjunction with the "TIA Portal Cloud Connector" software.

After acquiring a right of use in the form of a "Single License" for the "TIA Portal Cloud Connector" software product, the Customer shall have the option of using the CLOUD-ENABLED SOFTWARE in a cloud-based environment as described herein. This applies to the extent that rights of use have been or will be acquired for the respective CLOUD-ENABLED SOFTWARE. The number of workstations from which the CLOUD-ENABLED SOFTWARE can be accessed shall correspond to the number of Single Licenses purchased for the "TIA Portal Cloud Connector".

**These Specific Terms apply in addition to - and in the event of contradiction shall take precedence over - the applicable License Conditions for Software Products for Automation and Drives.**

### 1 License

- 1.1 Siemens shall make the CLOUD-ENABLED SOFTWARE available to the Customer in such a way that the Customer can operate the CLOUD-ENABLED SOFTWARE in its own data processing center or have an external provider operate it as a service on its behalf, provided that the prerequisites set out in section 2 are met. The Customer has the right to install the CLOUD-ENABLED SOFTWARE itself or to have a provider install and operate it on its behalf at the provider's premises.
- 1.2 The Customer is permitted to use the CLOUD-ENABLED SOFTWARE internally for its own purposes. The Customer shall ensure that no unauthorized third party can access the CLOUD-ENABLED SOFTWARE.
- 1.3 Furthermore, in the event of installation on the infrastructure or platform of the provider or in connection with the provision of any other service by the provider, the Customer shall ensure that only the Customer has access to the CLOUD-ENABLED SOFTWARE. The Customer shall accept no conditions of the provider which grant the provider or third parties access to the CLOUD-ENABLED SOFTWARE.
- 1.4 The Customer shall inform Siemens without delay upon becoming aware of unauthorized access to the CLOUD-ENABLED SOFTWARE, unauthorized use of the CLOUD-ENABLED SOFTWARE, unauthorized copying of the CLOUD-ENABLED SOFTWARE or any other unauthorized actions in connection with the CLOUD-

ENABLED SOFTWARE ("Unauthorized Actions") by the provider or third parties. In the event of such Unauthorized Actions, the Customer shall immediately undertake all necessary measures and expenditure to bring them to a stop. The Customer is responsible for all actions and omissions of the provider with regard to the CLOUD-ENABLED SOFTWARE.

- 1.5 The Customer shall indemnify and hold Siemens harmless from all claims, expenses and damages arising as a result of (i) actions and omissions of the Customer in connection with the fulfillment or non-fulfillment of the Customer's duties under this agreement, or (ii) actions and omissions of the Customer, the provider, the provider's employees, or unauthorized third parties in connection with the use of the CLOUD-ENABLED SOFTWARE.

### 2 Technical requirements

To use the CLOUD-ENABLED SOFTWARE in a cloud-based environment, the Customer shall ensure at its own cost that the technical requirements described in the associated product documentation are met throughout the entire period of use. In particular, the CLOUD-ENABLED SOFTWARE must be released for use with the relevant version of the "TIA Portal Cloud Connector" software.

### 3 Export control

The Customer is responsible for ensuring compliance with the applicable provisions of national and international (re)export control law, including during installation of and access to the CLOUD-ENABLED SOFTWARE. Further contractual provisions relating to export control requirements shall remain unaffected.