

Industrial Edge Supplemental Terms

Siemens Digital Industries Software



These Industrial Edge Supplemental Terms (“**Industrial Edge Terms**”) amend the Universal Customer Agreement (“**UCA**”) between Customer and Siemens solely with regard to the Cloud Services, Software, and other offerings identified on the Order as “Industrial Edge” or “IE” (“**Industrial Edge Offering**”). These Industrial Edge Terms together with the UCA and other applicable Supplemental Terms, form the Agreement between the parties.

1. **DEFINITIONS.** Capitalized terms used herein have the meaning as defined in the UCA. The following additional definitions apply to these Industrial Edge 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 User**” means an employee of Customer, an employee of Customer’s Affiliates, and any individual who requires access to the Industrial Edge Offering in support of Customer’s as well as Customer’s Affiliates’ internal business as consultant, agent, or contractor or who is otherwise expressly permitted in the Agreement to access and use the Industrial Edge Offering.

“**Industrial Edge App**” means a software application, native to Industrial Edge OS, designed to run on and process data from the Industrial Edge Device.

“**Industrial Edge Device**” means a hardware device running the Industrial Edge OS, capable of being managed by the Industrial Edge Management Software, and on which Customer can deploy Industrial Edge Apps.

“**Industrial Edge OS**” means the software enabling the Industrial Edge Device to be managed via the Industrial Edge Management Software. The license to use the Industrial Edge OS will be subject to the license terms contained or specified in the contractual documentation accompanying the purchase of the Industrial Edge Device.

“**Industrial Edge Hub**” means the Cloud Service where Authorized Users can access and download (1) the Industrial Edge Management Software, (2) specific Industrial Edge Apps selected and made available by Siemens at its sole discretion, and (3) deposit, access, and download Industrial Edge Apps.

“**Industrial Edge Management Software**” means the technology enabling the Customer to manage Industrial Edge Devices and to manage and deploy Industrial Edge Apps. The Industrial Edge Management Software is available as Cloud Service (“Industrial Edge Management as a Service – IEMaaS”) or software application.

“**Product Detail Page**” means the online page, accessible through the online marketplace provided by Siemens, detailing the Industrial Edge Offering and including a description and information about and the Entitlements applicable to the Industrial Edge Offering.

“**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. **ENTITLEMENTS.** This Section sets out the Entitlements of Customer in relation to the specific Industrial Edge Offering.
 - 2.1. **Industrial Edge Hub Access.** A subscription for the Industrial Edge Hub Access entitles Customer during the Subscription Term to (a) have Siemens create a new tenant on the Industrial Edge Hub; (b) permit Authorized Users in the Territory to access and use this tenant; (c) download, install, and use the Industrial Edge Management Software; and (d) permit Authorized Users to download, install, and use the Industrial Edge Management Software.
 - 2.2. **Industrial Edge Management Software as a Service (“IEMaaS”).** A subscription for the IEMaaS entitles an Authorized User in the Territory to create an instance of an IEMaaS and to access and use the IEMaaS during the Subscription Term.
 - 2.3. **Industrial Edge Management License.** A subscription for the Industrial Edge Management License entitles Customer during the Subscription Term to have its Authorized Users connect, onboard, and manage one single Industrial Edge Device with the Industrial Edge Management Software.

One Industrial Edge Management License is included in the subscription for the Industrial Edge Hub Access. Subscriptions for IEMaaS include Industrial Edge Management Licenses in the number and with the Entitlements as specified on the Product Detail Page for the IEMaaS.

Siemens recommends Customer to continuously connect the Industrial Edge Device with the Industrial Edge Management Software on the basis of a valid Industrial Edge Management License. Offboarding and onboarding the same Industrial Edge Device with the Industrial Edge Management Software will trigger a reset of the Industrial Edge Device deleting all settings done on and all Industrial Edge Apps installed on the Industrial Edge Device without any possibility to restore.

- 2.4. **Industrial Edge App.** A subscription for an Industrial Edge App entitles Customer during the Subscription Term to have its Authorized Users download from the Industrial Edge Hub, deploy, install, and use that Industrial Edge App on an Industrial Edge Device, solely in accordance with the Entitlements set forth in the Order and/or on the Product Detail Page and in each case provided that, the Industrial Edge Device is managed by an Industrial Edge Management Software. In case Customer disconnects the Industrial Edge Device from the Industrial Edge

Management Software, Customer remains entitled to use and permit Authorized Users to use the Industrial Edge App, provided that, Customer has a valid and active subscription for the Industrial Edge App.

Per default and unless explicitly stated otherwise in the Order, the subscription entitles to create one (1) single instance of an Industrial Edge App on an Industrial Edge Device.

- 2.5. **Mendix Device License.** A subscription for the Mendix Device License entitles Customer during the Subscription Term to have its Authorized Users deploy, install, and use an unlimited number of Industrial Edge Apps developed with Mendix on an Industrial Edge Device, subject to the Industrial Edge Device's technical resources and limitations; in each case provided that, the Industrial Edge Device is managed by an Industrial Edge Management Software. In case Customer offboards the Industrial Edge Device from the Industrial Edge Management Software, Authorized Users remain entitled to use the Industrial Edge App, provided that, Customer has a valid and active subscription for the Mendix Device License.
- 2.6. **Industrial Edge Virtual Device ("IEVD")** means a stand-alone, executable package of Software running on a virtual environment like a physical Industrial Edge Device. An IEVD qualifies as an Industrial Edge Device within the meaning of these Industrial Edge Terms. A subscription for an IEVD entitles Customer to have its Authorized Users install, execute, and use IEVD on one single virtual environment. IEVD does not include the virtual environment used by Customer and sourced from a third party. Customer is solely responsible for establishing and maintaining the required compatibility and interoperability of the virtual environment with IEVD.
- 2.7. **Industrial Edge Own Device ("IEOD")** means a stand-alone, executable package of Software that Customer can install, execute, and use on one single physical computer, hardware partition or blade server. Once the Software is successfully executed on Customer's own hardware, such hardware qualifies as an Industrial Edge Device within the meaning of these Industrial Edge Terms. A subscription for an IEOD entitles Customer to have its Authorized Users install, execute, and use IEOD on one single physical computer, hardware partition or blade server. IEOD does not include the physical computer, hardware partition or blade server used by Customer and supplied by third parties. Customer is solely responsible for establishing and maintaining the required compatibility and interoperability of the physical computer, hardware partition or blade server with IEOD.
- 2.8. **Promo/Value Offerings.** Customer will only use Industrial Edge Offerings offered and acquired as part of a 'promo' or 'value' package ("Promo/Value Offerings") for internal test, evaluation and demonstration purposes, and not for production or other commercial purposes.
- 2.9. **Consumable Credits for Industrial Edge Hub Transfers.** Consumable Credits are required for any Customer that wishes to transfer an Industrial Edge App from one tenant to another tenant on the Industrial Edge Hub (each such transfer constituting a "Hub-to-Hub Transfer"). Consumable Credits are available only for (i) Customers onboarded as App Developers under the Ecosystem Agreement including the App Developer Supplemental Terms and (ii) Industrial Edge Apps owned by Customer. Consumable Credits are not available for Industrial Edge Apps available on or purchased and acquired via the Industrial Edge Marketplace or other Siemens sales channels and not for Industrial Edge Apps delivered with the Industrial Edge Hub by default. Purchases of Consumable Credits will be posted to Customer's Consumable Credits account. Customer can at any time check the balance of the Consumable Credits account on the Industrial Edge Hub. For technical reasons the Consumable Credits account balance displayed in the Industrial Edge Hub may not be accurate at the time of the query, is not binding, and Customer cannot derive any rights from the displayed balance of the Consumable Credits to perform Hub-to-Hub Transfers up to the displayed value.

One Consumable Credit entitles Customer or its Authorized Users, respectively, to one Hub-to-Hub Transfer. Industrial Edge App eligible for Hub-to-Hub Transfer are licensed under the Hub-to-Hub License Terms as determined by Siemens in the Ecosystem Agreement. Customer's additional license terms may not conflict with the Hub-to-Hub License Terms. Sending and receiving the Industrial Edge App requires a stable internet connection on the side of Customer and on the side of the recipient of the Industrial Edge App.

3. **TRIAL.** Subscriptions for any Industrial Edge Offering identified and delivered as 'trial' constitutes a No-Charge Offering. For the avoidance of doubt, Customer is entitled to use the trial Industrial Edge Offering for production or other commercial purposes. Customer may terminate the trial subscription at any time during the trial Subscription Term no later than 14 days prior to the end of the trial. Termination of the trial will also result in termination of the correspondingly ordered paid subscription. Upon expiration of the trial, the Subscription Term for the corresponding paid subscription will begin, unless terminated, and Customer will be invoiced accordingly.
4. **SUBSCRIPTION TERM.** If not specified otherwise in the Order, the term of the Subscription shall be 12 months and the Subscription term starts on the date mentioned on the invoice. Upon any expiration of an ongoing Subscription Term, any paid Subscription will automatically renew for successive Subscription Terms. Subscriptions identified in the Order as being 'demo', 'test', 'evaluation', 'beta', 'trial' or similar, or Promo/Value Offerings will not renew.
5. **RESPONSIBILITY FOR USERS.** Customer shall be responsible for (i) ensuring that Authorized Users use the Industrial Edge Offering only in support of Customer's and/or Customer's Affiliate's internal business, (ii) any unauthorized use of the Industrial Edge Offering by an Authorized User, and (iii) any breach of this Agreement by an Authorized User.
6. **INTERNET CONNECTION REQUIREMENTS.** Download, installation, and configuration of Industrial Edge Offerings require an internet connection for the systems on which the Industrial Edge Offering is intended to be executed. In order to ensure support eligibility Customer must connect the Industrial Edge Management Software at least once a month to the Industrial Edge Hub via a stable internet connection to get access to updates for the Industrial Edge Offerings.
7. **INDUSTRIAL EDGE SOFTWARE UPDATES AND SUPPORT.** Maintenance, enhancement, technical support services, for Industrial Edge Offerings ("**Maintenance Services**") are included in the fee. Maintenance Services and the respective support and service levels are governed for software applications by the General Maintenance Services Terms found at <https://www.siemens.com/sw-terms/mes> and for Cloud Services by the Cloud Support and Service Level Framework found at <https://www.siemens.com/sw-terms/sla/>, which are incorporated herein by reference. Notwithstanding any other provisions in the Agreement,

- a) Customer should contact its regular Siemens Industrial Edge expert in case it wishes to report an error or requires technical support regarding the Industrial Edge Offering.
 - b) Maintenance Services will only cover the most current version of the Industrial Edge Offering (current Major Release, also known as Main Release).
 - c) Promo/Value Offerings are provided without Maintenance Services.
 - d) Section 4 of the Cloud Support and Service Level Framework does not apply to Industrial Edge Offerings.
8. **SECURITY DISCLAIMER.** In order to avoid circumstances or events with the potential to adversely impact Customer's and/or Customer's Affiliates' plants, systems, machines and networks via unauthorized access, destruction, disclosure and/or modification of information, denial of service attacks or comparable scenarios (so-called "**Cyberthreats**"), it is necessary to implement – and continuously maintain – a holistic, state-of-the-art industrial security concept. While the Industrial Edge Offerings are designed with security functions in mind which support secure industrial operations, Siemens' products and solutions only form one element of such a concept and it is up to Customer and Customer's Affiliates to configure these functions. Consequently, Customer and Customer's Affiliates remain responsible to prevent unauthorized access to its plants, systems, machines and networks and Siemens disclaims all liability for damage resulting from such Cyberthreats to the maximum extent permitted by law. Such systems, machines and components should only be connected to the enterprise network or the internet once a month to receive updates but only when appropriate security measures (e.g., firewalls and/or network segmentation) are in place. Customer and Customer's Affiliates are advised to take Siemens' guidance on appropriate security measures into account, which can be found at <https://www.siemens.com/industrialsecurity>. In this respect updates to Industrial Edge Offerings should be applied as soon as available and the newest version of the Industrial Edge Offering should be used, since use of versions that are no longer supported and failure to apply updates may increase exposure to Cyberthreats.
9. **SYSTEMS INFORMATION.** Siemens may share Systems Information with third parties and use such Systems Information to the benefit of third parties enabling them to support, maintain, monitor, operate, develop, and improve their products and services or enforce their rights.