

GENERAL TERMS AND CONDITIONS FOR BASIC TECHNICAL SUPPORT

1. General, Scope of Services

- 1.1 These “General Terms and Conditions for basic technical support services” (“**Terms**”) apply in addition to the [Terms of Use](#) in their current version valid at the time when a user accesses, requests or makes use of the free technical support offered by Siemens on the Siemens Industry Online Support platform (“**Website**”) via the application mySupport (e.g. through the support portal case submission requests) or via phone (“**Services**”). These Terms apply between Siemens and the company (“**Customer**”) which is represented and bound by the user requesting the Services on behalf of the company for which it is registered under the Web Single Sign On (“**WebSSO**”) account on the Website. If and to the extent the request for Services is however covered by an existing agreement with such Customer, the currently valid conditions agreed in writing between the Customer and Siemens shall apply exclusively.
- 1.2 The Services may consist of access to self-help content or technical support engineers available through support portal case submission requests via the Website or via phone. The free-of-charge scope of the Services provided by Siemens is exclusively determined by Siemens in its sole discretion and Customer is not entitled to request any free Services from Siemens. Siemens may in its sole discretion limit, change, suspend, or discontinue the Services provided free of charge on the Website or via phone.
- 1.3 Subsequent topics that arise from the provision of the Services or topics that are out of scope or exceed the free-of-charge scope of Services as determined by Siemens must be ordered separately by Customer (e.g. via Siemens Industry Mall). Siemens will inform the Customer if the scope of free Services is exceeded. The delivery of products, software, or provision of other services are not included in the scope of the Services and must be ordered based on separate terms and conditions.
- 1.4 Siemens starts and ends with provision of the Services as determined by Siemens. Siemens performs the Services during normal Central European Time (CET) business hours (Monday to Friday, 8.00 a.m. to 5.00 p.m., excluding national and/or local holidays). Siemens is entitled to subcontract Services to Affiliates or subcontractors. “**Affiliate**” means any legal entity which directly or indirectly is controlled by a party, controls a party or is controlled by a legal entity which directly or indirectly controls a party. Siemens is responsible for all Services performed by its Affiliates and subcontractors. Customer is not entitled to issue instructions to Siemens’ employees. Siemens is free to select and allocate the personnel deployed for the performance of the Services. Siemens alone shall pay for all compensation and social benefits of its employees.
- 1.5 Siemens is entitled to provide the Services via means as determined by Siemens. If Siemens chooses to provide the Service remotely, a secure remote access is required (“**Remote Services**”). The Customer shall verify that the security concept for the remote access proposed by Siemens is compatible with the technical capability of the Customer and the Customer’s safety, cyber security and other requirements. The Customer remains at all times responsible for the safety of humans, machines, and the serviced objects. The Customer shall grant Siemens access to the serviced objects via remote access, if necessary. The Customer shall provide at Customer’s cost an internet connection (e.g. broadband cable connection, ISDN connection), which meets the technical requirements for a remote connection.

2. Right of Use

- 2.1 Except as expressly otherwise agreed in these Terms, as between the parties all intellectual and industrial property rights in the Services, in all documents provided by Siemens in connection with the Services (the “**Documents**”) and in all software, hardware, knowhow (“**IPR**”) and other things provided with or as part of the Services and the Documents shall be the exclusive property of and vest in Siemens. The Customer shall not reverse engineer, decompile, or reproduce the Services and shall ensure that third parties will not reverse engineer, decompile, or reproduce the Services in each case to the extent mandatory law does not prohibit such limitation.
- 2.2 The Customer may use the Documents unmodified and to the extent necessary for operation and routine maintenance of the serviced objects by the Customer’s own personnel, unless explicitly agreed otherwise in writing with Siemens.

- 2.3 The Customer grants Siemens the right to use data, information, software (including source code), related documentation, design descriptions, specifications, formulas and drawings as well as any copyrights and patents of the Customer, which the Customer makes available to Siemens for the provision of the Services and to grant the Siemens' Affiliates and subcontractors who are assigned to provide the Services the corresponding rights of use.
- 2.4 Customer may provide ideas regarding the Services, including requests for changes or enhancements (collectively "**Feedback**") while using or evaluating the Services. Feedback may be used by Siemens without condition or restriction.
- 2.5 Customer grants Siemens and its Affiliates a worldwide, unrestricted and perpetual right to host, store, copy, modify, process, analyze, access, transmit and use data which was provided by Customer and/or collected for and/or in connection with the provision of the Services and/or included in any deliverables by itself or third parties ("**Collected Data**") for own internal corporate purposes (e. g. development and improvement of products and services) and to create individual offers for the Customer. In addition, Siemens and its Affiliates are entitled to make the Collected Data publicly available on an aggregate basis with other data and in a form that does not identify the Customer, either by themselves or by third parties (e. g. for benchmarking). This right of use shall not exist with respect to Customer's registered intellectual property rights.
- 2.6 If the Services include software, such software is licensed under the applicable license terms contained in the software documentation, the software itself or in the attached license terms (in each case the "**applicable license conditions**"), which shall prevail over this Clause 2. If Siemens makes available updates, fixes, or patches as part of the Services, the licence terms of the original software apply to relevant update, fix, or patch. Any software, updates, fixes, or patches are issued in object code without source codes. The license hereunder only grants the non-exclusive right to use the software or updates, fixes, or patches as described in the applicable license conditions or, if there are no applicable license terms, for the purpose of operation and routine maintenance of the Services.
- 2.7 The Services may include third party software. Insofar as specific license terms of the third-party licensor apply, Siemens will provide such license terms together with the Services. The Customer shall comply with such third-party license terms. Insofar as the Services contain Open Source Software ("**OSS**"), Siemens will provide the applicable OSS license terms together with the Services. The OSS license terms shall prevail over these Terms. Details regarding any third-party software and OSS contained in the Services are available in the software documentation (e.g. README_OSS).
- 2.8 The rights granted in Clause 2 shall be transferable to a third party only together with the transfer of ownership of all of the serviced objects to that third party.

3. Obligations of the Customer

- 3.1 The Customer shall do all that is required for Siemens to commence the performance of the Services in time and to carry out the Services in an uninterrupted manner. In particular, the Customer shall at its cost – if necessary:
- (i) support Siemens in problem analysis to the extent necessary, e.g. providing incident reports and error messages.
 - (ii) coordinate third parties commissioned by the Customer.
 - (iii) provide up to date documents, drawings of and information about the serviced objects before commencement of the Services and without specific request by Siemens. Siemens shall be entitled to use the Customer's documents for the provision of the Services and make them available to Siemens' subcontractors providing Services.
 - (iv) provide current data back-up of the current software version, including the stored data and the system parameters on an appropriate data carrier as well as the provision of a copy of the respective data carrier. Execution of data retrieval if necessary.
 - (v) obtain of any permits, approvals, consents or authorizations from any relevant authority, except to the extent that these can only be obtained by Siemens.
 - (vi) bear costs related to the transportation of the serviced objects to Siemens if the Services are conducted at Siemens' premises.
- 3.2 The Customer is solely responsible for the conception, implementation, and maintenance of a holistic, state-of-the-art security concept to protect its enterprise, plants, systems, machines and networks

(including any part of the Services) against Cyberthreats. The Customer shall, for its own protection, take the necessary steps to ensure appropriate security measures and shall utilize a virus scanner before downloading any information, software or documentation. "**Cyberthreat**" means any circumstance or event with the potential to adversely impact the Customer's plants, systems, machines and networks (including any part of the Services) via unauthorized access, destruction, disclosure and/or modification of information, denial of service attacks or comparable scenarios.

4. Delay, Acceptance

4.1 Any dates for performance of the Services by Siemens are non-binding. Any liability of Siemens and any claims, rights, and remedies of the Customer in case of delay shall be excluded, to the extent permissible by applicable law.

4.2 An acceptance of the Services is not required.

5. Disclaimer of Warranty

The Services are performed free of charge and Siemens does not owe or guarantee a specific result to Customer. To the extent permitted by applicable law, the Services are provided "as is" without any warranties of any kind, without support and availability commitments and without any liability for the use or implementation of the Services, or the outcome thereof and without any liability for any claims for infringement of any IPR of third parties.

6. Other Liability

Any further liability of Siemens is excluded unless required by mandatory law, e.g. in cases of product liability law, willful misconduct, gross negligence, personal injury or death, fraud or fraudulent misrepresentation, or in case of breach of fundamental contractual obligations that are essential for the due and proper performance of the Services. The liability of Siemens in case of breach of fundamental contractual obligations is limited to the contract-typical, reasonably foreseeable damage.

7. Confidentiality, Data Protection

7.1 The parties shall use any documents, know-how, data or other information which is marked as confidential or the confidential nature of which is evident to a reasonable person and provided by the other party ("**Confidential Information**") exclusively for the purpose of the performance of the Services or exercise of rights under these Terms ("**Purpose**") and keep the same confidential subject to the following. The parties may disclose Confidential Information to employees of the receiving party, to Affiliates and its employees, and to third parties who reasonably need to know such Information for the Purpose provided such employees of the receiving party, of Affiliates and third parties are bound by equivalent confidentiality obligations. The party disclosing Confidential Information shall be held liable for a breach of such obligations by its employees or a third party.

7.2 This confidentiality obligation shall not apply to Confidential Information which

- a) is or becomes part of the public domain other than by fault of the receiving party;
- b) is disclosed to the receiving party in good faith by a third party who is entitled to make such disclosure;
- c) is developed independently by the receiving party without reliance on Confidential Information;
- d) was known to the receiving party prior to its disclosure by the other party; or
- e) is required to be disclosed by law (subject to the receiving party's obligation to notify the disclosing party in a timely manner of such requirement).

7.3 Siemens and its Affiliates may name Customer as part of a general customer list on websites and other marketing materials.

7.4 This confidentiality obligation shall survive the termination of the Service for 2 years. Upon the discloser's request, recipient will return or destroy all Confidential Information except copies required for compliance with applicable laws or made as a matter of routine information technology backup, so long as they remain confidential per these Terms.

- 7.5 Siemens and the Customer shall comply with the statutory provisions relating to protection of personal data. The Customer is obliged to create the prerequisites required by law (e.g. to obtain declaration of consents) to enable Siemens to perform the Services without any breach of law. The Customer is advised to take appropriate measures – as far as possible – to prevent access of Siemens to personal data or trade secrets of the Customer while providing the Services. If it cannot be prevented that Siemens is granted access to personal data of the Customer, the Customer is obliged to inform Siemens in due time before the Services are performed. The Customer and Siemens shall then agree on the actions to be taken.

8. Termination

Siemens may terminate the provision of free-of-charge Services anytime. Customer's right to terminate the agreement for default shall remain unaffected.

9. Export Compliance

If Customer transfers the Services or parts thereof to a third party, Customer must comply with all applicable (re)export control regulations. Upon request by Siemens, Customer will promptly provide Siemens with information regarding the end user, destination, and the intended use of the relevant Services, and any export control restrictions. Customer will indemnify and hold Siemens and its Affiliates harmless from and against any claim, fine or damages arising out of Customer's non-compliance with export control regulations. This provision does not imply a change in the statutory burden of proof.

10. Miscellaneous

- 10.1 Nothing in this agreement creates an employment relationship between Siemens and the Customer or any of their personnel or subcontractors.
- 10.2 Siemens is not obligated to fulfill any Service if prevented by mandatory trade or customs requirements, embargoes or other sanctions.
- 10.3 Neither party shall be liable for any delay or failure in its performance due to any cause beyond its reasonable control, including acts of God, earthquake, fire, floods, riot, sabotage, attacks on IT systems by third parties (e.g. hacker attacks), labor shortage or dispute, acts or omissions of civil or military authorities, war, or terrorism.
- 10.4 Neither party may assign its rights or obligations under this agreement without the prior written consent of the other, except that Siemens may assign to an Affiliate or an acquirer of all or substantially all of the business to which the Service pertains.
- 10.5 If any provision of these Terms is held to be invalid, illegal or unenforceable, the remaining provisions will not be affected, and such provision will be interpreted to reflect the original intentions of the parties in accordance with applicable law. The failure to enforce any provision of these Terms will not be construed as a waiver of such provision. This agreement is the entire agreement of the parties with respect to its subject matter, supersedes any previous or contemporaneous agreements, and can only be amended in a writing signed by both parties.
- 10.6 In the event of a conflict between these Terms and the [Terms of Use](https://new.siemens.com/global/en/general/terms-of-use.html) (available on <https://new.siemens.com/global/en/general/terms-of-use.html>), these Terms will prevail over the [Terms of Use](#).
- 10.7 These Terms are drawn up in the English language. If these Terms are translated into another language, the English language text shall in any event prevail.