

Services Supplemental Terms

These Services Supplemental Terms (“Services Terms”) amend the Base Terms between the Siemens entity named on the Order and the Customer that accepted the Order. They apply only to services as described in the Order (“Services”).

Capitalized terms are defined in the Base Terms.

Commercial terms

1. Siemens Offerings

1.1. Services offerings

- 1.1.1. **Scope description.** Siemens will perform the Services as detailed in the services description set out in or referred to in the Order. Services may include items defined in the Order and delivered to Customer in the course of performing Services.
- 1.1.2. **Supervision.** To the extent the Services include supervision, Siemens’ only obligation is to provide correct instructions. Siemens will not be liable for the performance of third parties or Customer’s personnel.

1.2. Location

- 1.2.1. **Onsite.** If Services are provided at Customer’s site, Siemens will:
- provide them during normal local business hours (excluding holidays); and
 - comply with Customer’s reasonable site rules provided in writing before performance starts.
- 1.2.2. **Off-site.** If onsite performance is not necessary, Services may be performed:
- at a location of Siemens’ choice; or
 - by remote access.

1.3. Personnel

Siemens may direct and allocate personnel for the Services at its discretion and is responsible for all compensation and other employment benefits of Siemens employees.

1.4. Data processing

Where Siemens acts as Customer’s processor of personal data provided by Customer, the following terms apply:

- the Data Privacy Terms available at <https://www.siemens.com/dpt>; and
- any additional information related to the processing of personal data (including authorized subprocessors) which may be contained in the Order.

2. Customer’s obligations

2.1. Providing Contributions

Customer will supply Contributions as set out in the Order. This includes:

- supporting Siemens by providing:

- the environment and opportunity to start work on time, without interruption, and with adequate and legally compliant health and safety measures in place for onsite work;
 - qualified personnel;
 - a secure internet connection and authorized access to Customer or third-party systems (as required);
 - reasonable support to ensure that all obligations required by local authorities for the commissioning, acceptance, and use of the Services are met;
 - timely acceptance (where required), input and feedback;
 - lockable rooms for storage and adequate working and recreation rooms for Siemens or their subcontractors, including appropriate sanitary facilities;
 - all necessary information about the location of concealed electric, gas, water, and fiberoptic lines or similar installations, and the static and sub-surface conditions of the site.
- b. obtaining any permits and approvals from relevant authorities, except if only Siemens can obtain these;
- c. ensuring cooperation by any third parties retained by Customer; and
- d. for time and material Orders confirming with Siemens the hours worked on a time basis. Siemens time sheets are deemed accepted within 10 days of submission unless Customer identifies a material reason in writing to reject them.

2.2. Scheduling and management

Siemens is not responsible for Customer's scheduling, planning, project management, or any resulting delay or cost.

2.3. Hazardous materials and environmental conditions

If Services are provided at Customer's site, Customer will handle, store, dispose, and remediate the effects of any hazardous waste, hazardous materials on-site (including asbestos), geological or geothermal conditions, archaeological findings, or other conditions that require special treatment or have a negative effect on the Services or the environment.

Customer will refund Siemens for all services and costs caused by the discovery or handling of any such materials or conditions. If a health or safety risk arises during the provision of the Services, Siemens may suspend the Services until such risks are eliminated.

2.4. Remote support

2.4.1. **Remote support.** Siemens is entitled to provide the Services remotely.

2.4.2. **Remote access.** In case of remote access by Siemens, Customer shall at its own expense:

- a. provide an access-controlled internet connection (e.g. wired or wireless broadband connections via DSL, UMTS or LTE) that meets the technical requirements of a secure remote connection;
- b. grant Siemens necessary access to the objects of the Services;
- c. activate and accept each remote access of Siemens (if contractually agreed); and
- d. have a qualified person authorized by Customer who is familiar with Customer's objects of the Services and production system at Customer's site.

2.4.3. **Use of a Siemens remote access functionality.** If agreed in the Order, Siemens shall provide a remote access functionality. Customer shall satisfy itself that the security standards are compatible with Customer's operating environment, security requirements and internal policies.

2.4.4. **Use of Customer Remote Access Functionality.** If Customer provides a remote access functionality ("Customer Remote Access Functionality"), Customer shall ensure the confidentiality and integrity of the remote connection and availability of this functionality. Siemens excludes any liability for the use of this Customer Remote Access Functionality. Siemens can reject the use of the Customer Remote Access Functionality if this functionality does not comply with common security standards.

3. Delivery and performance

3.1. Delivery terms for tangible deliverables

Unless agreed otherwise in the Order, tangible deliverables will be delivered FCA according to INCOTERMS®2020. Tangible deliverables are deemed delivered if Customer delays or fails to accept delivery without cause.

3.2. Acceptance

Acceptance of the Services is not required unless agreed otherwise in an Order.

If the Order requires acceptance:

- a. Siemens will issue a notice of completion if the Services or an agreed portion are ready for acceptance;
- b. Customer will accept unless the Services are performed in breach of Section 5. In this case, Customer will describe the breach in a written notice of rejection and Siemens will remedy it within a reasonable time (or as agreed by the parties) and resubmit for acceptance; and
- c. if Customer does not give notice, the Services or delivered agreed portion are deemed accepted on the earlier of:
 - 10 business days from completion notice; or
 - the date the delivered portion is put into productive use.

3.3. Delivery and performance dates

Any dates in the Order are estimates and non-binding, unless Customer obtains Siemens' written consent to specific delivery or performance dates expressly subject to liquidated damages ("Binding Dates"), in which case, Section 3.4 will apply.

3.4. Delay

3.4.1. **Liquidated damages.** If Siemens is solely responsible for delaying Binding Dates and Customer suffered a loss, Siemens will, after a grace period of 1 week, pay liquidated damages equal to 0.5% of the fees for the delayed portion of the Services for every full week of delay.

Aggregate liquidated damages will not exceed 5% of such fees.

3.4.2. **Termination for delay.** Customer may only terminate the Order for delay if:

- a. the maximum liquidated damages are payable; and
- b. a reasonable additional delivery or performance period has expired.

3.4.3. **Exclusive remedy.** This Section 3.4 sets out Siemens' entire and exclusive liability for delay and excludes all of Customer's other rights and remedies for delay.

4. Transfer of risk for tangible deliverables

Risk of loss or damage for tangible deliverables (or a portion of them) passes to Customer upon:

- a. delivery; or
- b. attempted delivery if Customer fails or refuses to take delivery without cause.

Warranties

5. Services warranty

The Services will be performed in a professional manner with the level of care reasonably expected under similar circumstances. Siemens does not owe a specific result to Customer unless agreed otherwise in the Order.

6. Services warranty period

6.1. Original warranty period

The warranty period for Services is 90 days following completion of the Services or acceptance (if agreed).

6.2. Warranty period for re-performed Services

The warranty period for re-performed Services is 30 days from reperformance if the original warranty period expires earlier. In any event, the warranty period shall end no later than 120 days from the beginning of the original warranty period.

7. Defects and claims

7.1. Notification

Customer will notify Siemens in writing of any breach of this Services warranty promptly upon discovery and always within the applicable warranty period.

7.2. Remedies

Siemens will remedy all breaches by reperforming the Services (onsite or remote) within a reasonable time.

7.3. Duty of cooperation and reimbursement

If reperformance is necessary, Customer will:

- a. at no charge to Siemens:
 - provide access to the defective portions of the Services;
 - perform any necessary disassembly and reassembly;
 - provide access to operation and maintenance data; and
- b. pay Siemens for any diagnostic and remedial work if it is established that no breach of the warranty existed.

7.4. Failure to remedy

If Siemens is unable to remedy the breach using commercially reasonable efforts:

- a. Customer may terminate the Order in line with the Base Terms; and
- b. Siemens will refund the fees paid for the non-conforming portion of the Services.

8. Warranty exclusions

8.1. Time limit

Any warranty claim is excluded after the applicable warranty period expires.

8.2. Exclusions

Siemens excludes any warranty or liability for:

- a. faulty or negligent handling, or unusually excessive use;
- b. noncompliance with instructions in the Order, manuals, and similar documents available to Customer;
- c. non-reproducible software errors;
- d. any cause outside of Siemens' control; or
- e. modifications or repairs made by anyone other than Siemens or their authorized representatives.
- f. use of or implementation of suggestions, recommendations, reports or other documents including their outcome.

9. Exclusive remedy

Sections 5–9 state Siemens' entire liability and Customer's exclusive rights and remedy for warranty claims. Siemens makes no other warranty, express, implied, or statutory, about the Services, including any warranties of merchantability or fitness for a particular purpose.

Intellectual property rights

10. Retained Intellectual Property

Each party will retain all rights in:

- a. the Intellectual Property they developed or acquired outside of the respective Order; and
- b. the improvements, modifications, or derivatives that they make to it under an Order.

11. Siemens Intellectual Property

Any Intellectual Property developed under an Order as part of the Offering is owned by Siemens and licensed to Customer as specified in Section 12.

12. Siemens license to Customer

Siemens grants Customer a non-exclusive, worldwide, perpetual, and non-transferable right to use Siemens' Intellectual Property as part of the Offering:

- a. in unmodified form; and
- b. for Customer's internal business purpose.

Additional license rights and restrictions may be stated in the respective Order.