



# General Software and Cloud Supplemental Terms

These General Software and Cloud Supplemental Terms (“General Software and Cloud Terms”) amend the Base Terms between the Siemens entity named on the Order and the Customer that accepted the Order.

They apply only to:

- Software or Cloud Services (or a combination of both); and
- any associated maintenance and support services and Documentation.

Capitalized terms are defined [at the end of the document](#) or in the Base Terms.

## Commercial terms

Except as expressly set forth in the Agreement, all payment obligations are non-cancelable, and all fees are non-refundable.

## **2.2. Purchases through a Siemens-authorized partner**

If Customer has procured an Offering through a Siemens-authorized partner, different invoicing and payment terms may apply as agreed between Customer and the partner.

- b. during the applicable Subscription Term or other period specified in the Order; and
- c. only in line with the Entitlements and the Agreement.

### **5.3. Source code use rights**

Software contained in an Offering is generally provided in object code form only. To the extent that any

# Additional terms for Cloud Services

## 9. Service level agreements

---

During the Subscription Term, Siemens will comply with the applicable service level agreements for Cloud Services as set out in any Supplemental Terms.

## 10. Out of scope

---

Cloud Services specifically exclude:

- a. access to the internet or any other network;
- b. suitable connectivity or any other resources necessary for accessing or using Cloud Services; and
- c. the transmission of Content to and from the exit of the wide area network of the data centers used by Siemens to provide Cloud Services.

## 11. Changes to Cloud Services

---

### 11.1. Permitted changes

Cloud Services may be modified, discontinued, or substituted by Siemens from time to time.

## 14. Acceptable Use Policy and indemnity

---

Customer will comply, and ensure that all users of any Offering comply, with the AUP.

Customer will indemnify Siemens, its Affiliates, and their subcontractors against any claims, damages, fines, and costs (including attorney's fees and expenses) relating to any:

- a. violation of the AUP by Customer or any user;
- b. violation of laws, regulations, or righus

## 17.2. Confidentiality

Systems Information is Siemens Confidential Information. Siemens may disclose Systems Information to a Siemens-authorized partner only to the extent reasonably required for such partner to fulfil its support obligations to Customer.

# Renewals, suspension, and termination

## 18. Subscription renewals

---

### 18.1. Renewal

If indicated in the Order or agreed by the parties in an electronic system made available by Siemens, the Subscription Term for the applicable paid Offering will automatically renew for successive Subscription Terms.

To avoid renewal, a party must notify the other at least 45 days before the end of that Subscription Term.

### 18.2. Renewed term

Any renewed Subscription Term will be the same length as the preceding term or 125RG-0.0178 Tc[45]]TETQ5(enC









## 25. Information obligation and audit

