

# Cloud Supplemental Terms For Additive Manufacturing Network

These Cloud Supplemental Terms for Additive Manufacturing Network (“AMN Terms”) amend the Cloud Services Agreement (“Agreement”) between Customer and SISW and apply solely with regard to the Cloud Services ‘Additive Manufacturing Network’ (“AMN Cloud Services”). In the event of a conflict between the Agreement and the AMN Terms, the AMN Terms prevail. In the event of a conflict between an Order and the AMN Terms or the Agreement, the Order prevails with respect to the Cloud Services ordered thereunder.

**1. DEFINITIONS.** Capitalized terms used herein have the meaning as defined in the Agreement. The following additional definitions apply to these AMN Terms:

(a) “Authorized User” means (i) employees of Customer or its Affiliates, (ii) Authorized Agents, and (iii) contractors, suppliers or customers of Customer with whom Customer wishes to pursue business transactions on the System, provided the Affiliates, Authorized Agents and the contractors, suppliers or customers of Customers respect the proprietary nature of the AMN Cloud Services and Documentation in accordance with the confidentiality provisions of the Agreement. .

(b) “SISW Acceptable Use Policy” means the policy found at <https://www.plm.automation.siemens.com/global/en/legal/online-terms/cloud/>.

(c) “Customer’s Transaction” means any marketing activity pursued by Customer, as well as the sale or purchase of products or services by Customer to or from an individual or entity which itself has a current subscription to AMN Cloud Services or which is an Authorized User, in each case as facilitated by the use of AMN Cloud Services.

## **2. RIGHT TO ACCESS AMN CLOUD SERVICES**

**2.1. Right Granted and Authorized Users.** Subject to the terms and conditions of the Agreement and the limitations identified in the Order, SISW grants the Customer the non-exclusive, non-transferable, time-limited, worldwide right (i) to access and use the AMN Cloud Services and Documentation, including the System, via Authorized Users for its internal business purposes; (ii) to pursue business transactions on the System with third parties that themselves have a current subscription to AMN Cloud Services; or (iii) to pursue business transactions on the System with Authorized Users for Customer’s external business purposes. AMN Cloud Services include SISW Standard Cloud Support identified in Support Annex.

**2.2. Responsibility for Authorized Users.** Customer is responsible for all activities that occur under its account and any use of the AMN Cloud Services by Authorized Users, and all liabilities or other consequences arising therefrom as if these were Customer’s own acts. Customer will ensure that Authorized Users comply with the SISW Acceptable Use Policy and Customer’s other obligations under this Agreement. SISW will provide AMN Cloud Services only to the Customer and will not assume any obligations or responsibilities towards Authorized Users with regard to their access to or use of the AMN Cloud Services facilitated or permitted by the Customer. Customer shall not use AMN Cloud Services in a manner that violates the law or any of SISW’s rights (including, without limitation, applicable antitrust laws) and shall require the same of its Authorized Users

**2.3. Authorized User Data.** Customer shall inform Authorized User of and, if legally required, obtain their consent for, any collection, storage, processing, modification, disclosure, or other use of information or data in connection with the use of AMN Cloud Services (“Authorized User Data”). Authorized User Data that is entered, uploaded to, or stored in the System is part of Customer Data. Where required by Laws, Customer shall enter into appropriate agreements with Authorized Users to process and protect their data (including personal data). Such agreements between Customer and Authorized Users shall allow SISW and its subcontractors to process any data (including personal data) of Customer and Authorized Users.

**2.4. Limitations.** Where SISW provides access and use of the AMN Cloud Services free of charge, Section 15.3 (*Disclaimer of Warranties*) of the Agreement applies as if Customer had subscribed to a Service Trial. SISW reserves the right, at its sole discretion, to establish or modify general practices or limits on (i) maximum number of data or file transmissions that the Customer is allowed to send or receive; (ii) maximum cumulative data size of such transmissions in total; or (iii) maximum cloud storage allocated for the AMN Cloud Services.

**3. TERM AND TERMINATION.** For Orders of Cloud Services, the term of an Order will automatically renew for successive renewal periods each equal in length to the initial term of the subscription, unless Customer or SISW give written notice of termination for such Order at least thirty (30) days prior to the end of a term.

## **4. CUSTOMER’S TRANSACTION**

**4.1. Marketing.** In connection with the Customer’s marketing and advertising activities for Customer’s Transaction, Customer shall ensure that Customer, and not SISW, is identified as the party to such Customer’s Transaction.

- 4.2. Customer's Role.** Customer acknowledges and agrees that: (i) any contractual relationship regarding Customer's Transaction is solely between Customer and the party participating in such transaction; and (ii) SISW will not assume any obligations or responsibilities with regard to Customer's Transaction. Customer is not authorized to represent SISW in legal transactions or otherwise bind SISW in any way. In connection with Customer's Transaction, Customer is an independent supplier or buyer and bears all economic opportunities and risks related to Customer's Transaction. Customer shall be solely responsible for all billing and collection or delivery in relation to Customer's Transaction. Through a Customer's Transaction, Customer may enable the participant party to download and use Customer Data or to transfer copies of Customer Data outside the System. SISW shall not be responsible for any consequences resulting from such use or transfer of Customer Data.
- 4.3. Third Party Data.** If SISW or third parties make available any third party data in the AMN Cloud Services ("Third Party Data"), Customer acknowledges and agrees that: (i) any contractual relationship regarding the use of Third Party Data and any related services is solely between Customer and the provider of such Third Party Data; and (ii) SISW does not assume any obligation or responsibility with regard to such Third Party Data or any other related services unless expressly provided otherwise in an Order.
- 4.4. Customer's Indemnification Obligation.** Customer will defend, indemnify, and hold harmless SISW, and its officers, directors, employees, and agents, against any third-party claim, loss, damage, settlement, cost, expense, or other liability including attorneys' fees ("Claim") arising from or related to (i) Customer Data; (ii) Customer's Transaction including Customer's marketing activities, offer, sale, refund cancellation, or return; (iii) Customer's taxes and duties or the collection, payment, or failure to collect or pay Customer's taxes or duties, or Customer's failure to meet tax registration obligations or duties; (iv) noncompliance with export control regulations by Customer; or (v) Customer's actual or alleged breach of any representations.
- 4.5. Disclaimer.** IF A DISPUTE ARISES BETWEEN THE CUSTOMER AND A THIRD PARTY PARTICIPANT OF CUSTOMER'S TRANSACTION, THE CUSTOMER AND SUCH THIRD PARTY HEREBY RELEASE SISW, INCLUDING ITS AGENTS AND EMPLOYEES, FROM CLAIMS, DEMANDS, AND ACTUAL AND CONSEQUENTIAL DAMAGES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTE.

## **5. MONITORING OF USAGE**

SISW may monitor Customer's usage of AMN Cloud Services and Third Party Data for SISW's internal purposes, including: (i) for security and availability reasons; (ii) to ensure compliance with the Agreement; (iii) to detect, prevent, and suspend any use of AMN Cloud Services exceeding the permitted use under the Agreement, or as otherwise necessary for payment and billing purposes (also in relation to Authorized User); and (iv) to offer Customer, in accordance with any applicable legal requirements, other products or services that are not yet part of AMN Cloud Services. Customer will not block or interfere with such monitoring. SISW may also use usage information on an aggregated basis to improve ANM Cloud Services, other SISW products and services, or SISW's subcontractors' services.

## **6. EXPORT COMPLIANCE**

- 6.1** In addition to obligations regarding export controls set out elsewhere in the Agreement, Customer is obliged: (i) to deny and prevent access to AMN Cloud Services from any location prohibited by or subject to sanctions or license requirements according to Export and Sanctions Laws; (ii) to continuously check any of its Authorized Users against applicable sanctioned party lists; (iii) not to grant access to the AMN Cloud Services, including any materials, or the platform to any individual or entity designated on any of these lists; and (iv) to ensure that Customer Data is non-controlled, e.g. in the E.U. or Germany (AL = N) or in the U.S. (ECCN = N or EAR99).
- 6.2** Customer shall provide any third party receiving Customer Data with any information and data required by such third party to comply with all Foreign Trade Regulations for the products and services applicable in the countries of export and import as well as re-export in case of resale. In any case Customer shall provide such third party for each item, good, work and service (including data): (i) the "Export Control Classification Number" according to the U.S. Commerce Control List (ECCN) if the product is subject to the U.S. Export Administration Regulations; (ii) Export Control Classification Number according to EU Dual Use Regulation, and (iii) all applicable export list numbers. Customer shall request the third party to provide the same information for each product or service it will provide to Customer.

- 7. DATA TRANSMISSION CONTROL.** The infrastructure and configuration of the AMN Cloud Services include firewalls at system boundaries to protect against malicious communications at the external boundary of the infrastructure. Firewalls are configured per SISW's security standards. Data is encrypted when transmitted across the internet.