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ii. You will:

- not use a false identity to gain access to the Siemens Website;
- carefully store access credentials and security tokens and protect them from unauthorized access, disclosure or use;
- not gain access to a Siemens Website by any means other than your user account or other means permitted by us;
- not circumvent or disclose the authentication or security of your user account, the underlying technology or any host, network, or account related thereto; and
- ensure that any access credentials are not shared with other individuals and used only by the individual who was granted the credentials. We may change access credentials if we determine at our reasonable discretion that a change is necessary.

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4. Rights to Use, Intellectual Property

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- ii. Siemens grants you a non-exclusive and non-transferable license, which may not be sublicensed, to use the information, software and documentation made available to you on or via the Siemens Website to the extent agreed, or in the event of no such agreement to the extent of the purpose intended by Siemens in making same available. Notwithstanding the foregoing, you are not granted any other rights, nor shall any obligation be implied requiring the grant of further rights. Any and all patent rights and licenses are expressly excluded.
- iii. You may not change, copy, reproduce, sell, rent, supplement or otherwise use information, brand names and other contents of the Siemens Website without the prior written permission of Siemens.
- iv. Software may be made available at no expense in object code. You will have no right for the source code to be made available. This shall not apply to open-source software, which license conditions take priority over these ToU in the case of transfer of open-source software and which conditions require the

making available of the source code. In such case, Siemens shall make the source code available subject to your reimbursement of costs.

- v. Siemens may, without charge, use any ideas or proposals stored by you on the Siemens Websites for the development, improvement and sale of its products.

5. Your Duties & Siemens' Rights

i. No illegal, Harmful, or Offensive Use or Content

You will not use, or encourage, promote, facilitate, or instruct others to use Siemens Websites for any illegal, harmful, or offensive use or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, fraudulent, infringing or offensive. Your use of the Siemens Websites and your content stored within Siemens Websites will not:

- violate any laws or regulations, or rights of others such as any criminal acts, including corruption or bribery, money laundering or terrorism financing or violate any antitrust laws, including by agreements or concerted practices preventing, restricting or distorting competition (e.g. price fixing, market or customer allocation, limitation of technical development, portfolio alignment) or by sharing of competitively sensitive information;
- be harmful to others, or to our reputation, including by offering or disseminating fraudulent goods, services, schemes, or promotions, make-money-fast schemes, ponzi or pyramid schemes, phishing, farming, or other deceptive practices;
- enter, store or send hyperlinks, or enable access to external websites or data feeds, including embedded widgets or other means of access, in or as part of your content, for which you have no authorization or which are illegal;
- be defamatory, obscene, abusive, invasive of privacy otherwise objectionable;
- upload, copy, publish and disseminate any information containing the followings:

- (1) opposing the fundamental principles established by the Constitution;
- (2) harming national security, divulging state secrets, subverting state power and undermining national unity;
- (3) harming national honor and interests;
- (4) inciting ethnic hatred, ethnic discrimination and undermining ethnic unity;
- (5) undermining the state's religious policies, promoting heresies and feudal superstitions
- (6) spreading rumors, disturbing social order and undermining social stability;
- (7) distributing obscene, pornographic, gambling, violence, murder, terrorism or abetting a crime;
- (8) insulting or slandering others or infringing upon their lawful rights and interest;

ii. No violation of use restrictions

You will not:

- resell, transfer, sublicense, loan, lease or publish Siemens Websites, or use Siemens Websites in the operation of a business process outsourcing or other outsourcing or a time-sharing service (unless expressly permitted by us);
- reverse engineer, disassemble, decompile, or otherwise modify, create derivative works based on, merge, tamper with, repair, or attempt to discover the source code of, Cloud Services or the underlying technology;

iii. No Abusive Use

You will not:

- use Siemens Websites in a way intended to avoid or work around any use limitations and restrictions placed on such Siemens Websites (such as access and storage restrictions), monitoring, or to avoid incurring fees;
- access or use Siemens Websites for the purpose of conducting a performance test, building a competitive product or service or copying its features or user interface; interfere with the proper functioning or security of any of our systems;
- distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations, including commercial advertising and informational announcements. You will not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission.

iv. No Security Violations

You will not use Siemens Websites in a way that could result in or facilitate a threat to the security of Siemens Websites or the underlying technology. You will in particular:

- take reasonable precautions against security attacks, viruses and malicious code on your system, on-site hardware, software or services that you use to connect to and/or access Siemens Websites;
- not perform any penetration test of or on Siemens Websites or the underlying technology without obtaining our express prior written consent; and
- not use devices to access or use Siemens Websites that do not comply with industry standard security policies (e.g., password protection, virus protection, update and patch level).

v. Our Monitoring, Reporting

You acknowledge that Siemens may monitor your compliance with these ToU. Siemens reserves the right to investigate any violation of these ToU. If you become aware of any violation of these ToU, you may notify us to stop, mitigate or remedy the violation (e.g. via the following protected Reporting Channels). Siemens may remove, disable access to, or request you to modify any content or resource that violates these ToU or any other agreement we have with you for use of this Siemens Website. We may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. If a party claims that your use of the Siemens Website or your content violates such third party's rights or any law or regulation, we may share your information.

vi. Indemnification

You will indemnify Siemens, its affiliates, its subcontractors, and their representatives against any third-party claims, damages, fines, and cost (including attorney's fees and expenses) relating in any way to (i) any violation of these ToU by you, (ii) any violation of laws or regulations, or rights of others by your use of any Website offering, or (iii) your content you upload on any Website offering.

6. Export Control

- i. You shall comply with all applicable sanctions, embargoes and (re-)export control regulations, and, in any event, with those of the European Union, the United States of America and China (collectively "Export Regulations"). In particular, you shall not, unless permitted by the Export Regulations or respective governmental licenses or approvals, (i) access or use the Siemens Website from any location prohibited by or subject to comprehensive sanctions (currently Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk and Luhansk regions of Ukraine) or to license requirements according to the Export Regulations; (ii) grant access to, transfer or otherwise make available the Siemens Website to any individual or entity designated on a sanctioned party list of the Export Regulations; (iii) use the Siemens Website for any purpose prohibited by the Export Regulations (e.g. use in connection with armaments,

- nuclear technology or weapons); (iv) upload to the Siemens Website any content unless it is non-controlled (e.g. in the EU: AL = N; in the U.S.: ECCN = N or EAR99); (v) facilitate any of the aforementioned activities by any third party.
- ii. Siemens shall not be obligated to fulfill any commitment if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

7. Applicable law and Place of Jurisdiction

These ToU shall be governed by – and all disputes relating to or in connection with these ToU or their subject matter shall be resolved in accordance with – the laws of China, to the exclusion of its conflict of laws rules. The application of the United Nations Convention on Contracts for the International Sales of Goods (CISG) of 11 April 1980 is excluded.