

ECOSYSTEM AGREEMENT

This Ecosystem Agreement including any attachment ("**Agreement**") is entered into between International Trading Ltd., China Shanghai ("**Siemens**", "**We**", "**Us**", "**Our**") and you as a natural person or the legal entity you represent and you are acting on behalf of ("**App Developer**", "**You**", "**Your**"). This Agreement may be accepted by manual signature or electronic signature, or through an electronic system specified by Siemens. In the electronic system, You will be prompted to accept this Agreement by clicking a button. You represent and warrant that You have the power and authority to enter into this Agreement with Us and to perform Your obligations under this Agreement without restriction and, if You are a corporation or other legal entity and are not acting as an individual, the person entering into this Agreement has all necessary legal authority to bind You to this Agreement.

1. SERVICES

- 1.1 This Agreement governs Your participation in Our Ecosystem App Developer Program focusing amongst others on Services for app developing and for the lifecycle management of apps on the Industrial Edge platform and sets out the Parties' rights and obligations under its umbrella.
- 1.2 Unless separate terms and conditions apply to the Services, this Agreement applies to the services provided via the Industrial Edge Hub whether they are provided free of charge or subject to separate remuneration, such as software, tools, software development kits, development and test environments, libraries, APIs, documentation, sample codes and other materials including their contents ("**Services**") for the development and upload/submission of Industrial Edge software applications ("**App**").
- 1.3 The Services do not include
 - (i) the provision of any services, including software products, that are not provided to You by Siemens, even if they interoperate with Our Services or are offered in a marketplace operated by Siemens. Third party software products provided by Us to You as an App Developer may be accompanied by their own license terms. If so, Your use of the software is subject to these license terms;
 - (ii) the transmission of data to and from the exit of the wide area network of the data centers used by Us to provide the respective Service; and
 - (iii) any hardware intended for the use of the Services.
- 1.4 We provide the Services in a multi-user environment and must therefore reserve the right to modify and discontinue Services. Future versions of the Services may not be compatible with Apps developed using earlier versions. We generally make such changes as part of the ongoing development of Our global App Developer Program and will not notify You of such changes on an individual basis.
- 1.5 This Agreement does not apply to Your use of the **Siemens Industrial Edge Store**. If You wish to publish and offer Your App in the Industrial Edge **Store**, You must enter into a separate Siemens Industrial Edge Store service provider cooperation agreement.
- 1.6 This Agreement does not create any legal partnership, joint venture or employer-employee relationship between You and Siemens, except as expressly agreed with You on an individual basis. Neither You nor Siemens are authorized or otherwise empowered to represent the other party and to make legally binding statements to third parties on behalf of the other party. You may not, and will not, create the impression to any third party that You are affiliated or associated with Siemens, or imply that Siemens sponsors, endorses, or makes any representations or warranties with respect to You or Your Apps. You may not make any representations, warranties, or undertakings with respect to Siemens or Siemens' products, and You may not distribute and/or sell Siemens' Services and/or other products unless explicitly authorized to do so. For the avoidance of doubt, You may state in Your advertising and promotion material that You participate in the Ecosystem App Developer Program.

2. GETTING STARTED

- 2.1 To participate in the App Developer Program and to submit Apps to Siemens as an App Developer, You must acquire a valid Industrial Edge Hub Access from Siemens and follow the registration and credentialing requirements with the Industrial Edge Hub.
- 2.2 You and Your Apps must comply with and maintain during Your participation the Ecosystem App Developer Program the requirements and specifications set forth in the Developer Guides, which are available on the Industrial Edge Community Website under <https://new.siemens.com/global/en/products/automation/topic-areas/industrial-edge/community.html>. Siemens reserves the right to modify the Developer Guides and any other applicable security, performance, and other requirements from time to time.
- 2.3 Unless otherwise expressly agreed for individual Services, We do not provide support for Services or remedy defects or deficiencies.

3. YOUR RIGHTS OF USE

- 3.1 The Services are the property of Siemens and its licensors. All rights in the Services (including all intellectual property rights) remain reserved, unless otherwise expressly provided in this Agreement or on an individual basis with You.
- 3.2 We grant You a non-exclusive, non-transferable, revocable right, limited to Your participation in the App Developer Program, subject to the terms of this Agreement and to the extent permitted and intended by the relevant Service, to use the Services to develop, evaluate and distribute Apps in accordance with the Developer Guides and the Acceptable Use Policy (ANNEX 1). You may permit Your contractors, Your agents, and Your employees and associates within Your organization to use the Services to the extent that such use is necessary to develop the App.
- 3.3 You are not entitled to use any trademarks or brands of Siemens unless explicitly permitted by Siemens in writing.

4. BETAPRODUCTS

- 4.1 As an App Developer, You may have access to software products that have not yet been released, such as products for testing and evaluation purposes, pre-release, beta, or preview versions ("**Betaproducts**"). All Betaproducts, including related documentation and materials and all information disclosed to You by Siemens in connection therewith, shall be considered Confidential Information and shall be treated in accordance with Section 10. The provision of Betaproducts does not imply any obligation on Our part to (further) develop the Betaproducts to productive maturity and to publish a productive version containing some or all functionalities of the corresponding Betaproduct.
- 4.2 The provisions in Section 3 shall apply *mutatis mutandis* to the use of Betaproducts. However, Betaproducts may only be used for the purpose of testing and evaluating their functionality and providing feedback to Siemens. Any productive use of the Betaproducts or their use in a productive environment shall not be permitted unless otherwise explicitly agreed.
- 4.3 Any Betaproducts are provided "as-is", without warranty, support, or availability commitments and We do not assume any liability. Betaproducts may not meet the usual security standards, their performance and availability may be lower than paid Services. Betaproducts are not subject to Our usual tests and quality controls. They may contain functional and performance deficiencies or other errors.

5. YOUR RIGHTS AND OBLIGATIONS

- 5.1 **SUBMISSION.** Once Your Industrial Edge Hub has been unlocked (you shall finish the Industrial Edge registration and agree to this agreement), You may submit to Us any App that meets the requirements and specifications of this Agreement.

You are solely responsible for

- (i) developing, evaluating, and testing Your App in terms of technology, functionality, performance, security, and user interface, and establishing and maintaining compatibility of Your App within the Industrial Edge operating system (including hardware and software), even if We provide development, evaluation, and testing Services to You;
- (ii) the compliance of Your App including its content with the Developer Guides, the safety, performance and all other (technical) requirements set by Us or required by the state of the art and all applicable laws ("**Requirements**"); and
- (iii) the successful completion of a technical signature process provided by Us.

You represent and warrant that

- (i) Your App does not infringe any intellectual property or other rights of any third party, and You have all consents, permissions, or licenses necessary to disseminate and/or to use Your App as contemplated by this Agreement. You are solely responsible, at Your own expense, for obtaining and maintaining all rights, clearances and consents necessary for the use of Your App;
- (ii) Your App complies with all applicable Free and Open Source Software (FOSS) license terms (e.g., providing the FOSS license terms together with Your App) and Your App does not contain any FOSS involving a strict copyleft, with the result that Our Services and/or any other software of Siemens or of any other user, as applicable, would be subject to the terms of and governed by the terms of that license. As used herein, the term "Free and Open Source Software" means any software that is licensed royalty-free (i.e., fees for exercising the licensed rights are prohibited, whereas fees for reimbursement of costs incurred by licensor are generally permitted) under any license terms or other contract terms ("Open License Terms") which require, as a condition of modification and/or distribution of such software and/or any other software incorporated into, derived from or distributed with such software ("Derivative Software"), either of the following:
 - that the source code of such software and/ or any Derivative Software be made available to third parties;
 - that permission for creating derivative works of such software and/or any Derivative Software be granted to third parties.

- 5.2 COOPERATION. You must cooperate with Us and/or the end user in all respects and provide Us and/or the end user with any information in relation to Your App that We or the end user request from You. If use of the App requires a license key or any other software tool, data element, or hardware, You will provide Us and/or the end user with such material and prerequisites.
- 5.3 PATCHES AND UPDATES. As long as You retain an App in Your Industrial Edge Hub for distribution through the Industrial Edge Store, You will provide all patches and updates for the App with any supporting information.
- 5.4 SUPPORT. If You choose to offer Your App through the Industrial Edge Store, You are required to provide reasonable (technical) support with reasonable response times for Your App, as requested by Us on a case-by-case basis or as described in Our Developer Guides. Where Our 1st-level root cause analysis identified that the issue that led to the support request relates to or results from Your App, You will commence initial actions to address any support request deemed critical by Us or the relevant end user no later than one (1) business day following such request, and in all other cases within five business days of the support request. In any event, e.g., in cases where it is unclear whether the issue that led to the support request relates to or results from Your App, You will cooperate with Us or the end user in solving the issue by any reasonable means. Your obligation to provide support will end no earlier than the expiration date of the last App subscribed by end user (if the end user subscribes to multiple Apps, the expiration date is subject to the last subscribed App).

6. OUR RIGHTS OF USE

- 6.1 You grant Us the non-exclusive, irrevocable (subject to Section 7 and Section 15), royalty-free, geographically unrestricted right to reproduce, disseminate, publicly display, and to edit Your App for the purpose of exercising Siemens' rights and obligations under this Agreement. In particular, We are entitled to,
- (i) use (e.g., for promotional, advertising, demonstrational purposes), evaluate and test Your App, including, without limitation, to conduct penetration or other tests to identify security risks and to technically sign Your App;
 - (ii) host Your App in order to allow for the storage of, and end users access to, the App and to enable third party hosting for such App;
 - (iii) reproduce, format, and otherwise prepare Your App for acquisition and download by end users;
 - (iv) allow or arrange for end users to access and re-access copies of the App, so that end users may acquire and electronically download those Apps;
 - (v) modify and extend Your App to process usage data about Your App, *inter alia* for analyzing the use of Your App and for providing aggregated data to You and third parties;
 - (vi) add information and metadata to Your App to improve the compatibility of Your App with Siemens' own Industrial Edge Devices;
 - (vii) retain, after expiry of the term, one or more copies of each App and related content for the purpose of making it available to end users for download in unlimited quantities for so long as such end users are entitled to use it on the basis of their contractual relationship with You.

In addition, We may exercise any ancillary rights relating to Your App that are reasonably necessary to effect the intent of the grants of rights contained in this Agreement. Nothing in this Agreement restricts us from exercising any right available to us under applicable law or any separate agreement. Other than the rights granted in this Agreement, We obtain no other rights, title, or interest in the App.

- 6.2 We and Our affiliated companies may list You on Our websites and other marketing materials as a developer of Industrial Edge apps and participant in Our Ecosystem App Developer Program.
- 6.3 Any feedback, comments, or suggestions You provide to Us are provided on a voluntary basis. We are entitled to use the feedback for any purpose without limitation and at Our sole discretion.

7. REVIEW, ACCOUNT SUSPENSION, APP REMOVAL

- 7.1 We reserve the right to review any of Your Apps for compliance with the Requirements at any time, either ourselves or through a company engaged by Us. Neither a successful audit nor the absence of such an audit shall constitute a representation or confirmation that Your App complies with Siemens' Requirements, and You remain responsible to establish and maintain such compliance with the Requirements. Upon Siemens' request, You will assist Us in the review and provide Us with all relevant information, including test accounts for Your Apps. We may change and/or expand Our review policies and processes at any time.
- 7.2 If You or Your App fail to comply with one or more of the terms of this Agreement or Requirements, or if You have provided Us with inaccurate information or fail to promptly correct inaccurate information or otherwise materially breach this Agreement, Siemens may suspend Your access to any or all Services. We will notify You of any such suspension and give You the opportunity to request the reactivation of Your access.

- 7.3 We may remove Your App from Your Industrial Edge Hub or Your users' Industrial Edge Hub or suspend its further distribution for justified reasons. Reasons may include, but are not limited to: (i) Your breach of the terms of this Agreement; (ii) Your termination of this Agreement or revocation of Our rights of use; (iii) a reasonable claim that Your App infringes the intellectual property rights of a third party; (iv) a reasonable claim that Your App is causing harm to Our or a third party's network or to Our or third party's devices; (v) complaints about the content or quality of Your App; or (vi) actual or potential violation by You or Your App of any applicable law, regulation or policy. Under the same circumstances, We may also disable previously downloaded copies of an App on users' devices. If We take any of the foregoing actions, We will notify You giving You the opportunity to respond to Our notice and take appropriate countermeasures to remedy the underlying issue that led to the removal or suspension of Your App.

8. RELATIONSHIP TO END USERS

- 8.1 You, not Siemens, grant end users the rights necessary to use the App in accordance with its intended use and purpose. You may provide an end user license agreement for Your App. If You choose to market Your App through the Industrial Edge Store You must provide any end user license agreement and other terms, documents, or materials (including privacy statements) to Us for posting them on the product page of Your App. If You do not choose to market the App through the Store, You will provide these documents to the relevant end users on Your own. You acknowledge that We cannot control or ensure that end users comply with the terms You provide.
- 8.2 You are solely responsible for providing maintenance and support services with respect to Your App as specified by Us in the Support Guides or as required by applicable law. You must make clear to end users that We are not responsible for Your App or its content and are not required in any way to provide maintenance and support services with respect to Your App.
- 8.3 You must clarify in relation to the end users that You are solely responsible for the quality of the App and that all defect claims must be made against You unless You have validly excluded them. Your end user license agreement must provide that, to the extent permitted by law, the end user will have no defect claims against Us with respect to the App and that You will be solely responsible for those and any other claims, losses, liabilities, damages, costs, or expenses attributable to a defect in Your App or otherwise attributable to Your App.

9. DATA

Siemens will collect data and information about Your use of the Services ("**Usage Data**"). Siemens and its business partners may use the Usage Data during and after termination of the Agreement for any purpose, including for purposes beyond the performance of the Agreement, provided that such use complies with mandatory legal requirements. The use of the Usage Data described herein is at the risk of Siemens.

10. CONFIDENTIALITY

- 10.1 "Confidential Information" means any information disclosed by either party or any of its affiliated companies to the other party under this Agreement that is marked as confidential or whose confidential nature would be evident to a third party. Confidential Information includes the terms of this Agreement, the Services, Siemens' intellectual property rights and any information You derive from the Services.
- 10.2 Unless authorized in this Agreement or in an individual case, the respective receiving party will use Confidential Information exclusively for the purposes of this Agreement and treat it as confidential. The receiving party will not disclose any Confidential Information to third parties. This does not apply to employees and third parties who require any such Confidential Information for the purposes of this Agreement. The receiving party will use Confidential Information only to the extent necessary to exercise rights or perform obligations under this Agreement and will protect Confidential Information from unauthorized access or disclosure by using the same means it uses to protect its own confidential information. The receiving party (i) will ensure that all its recipients of Confidential Information are bound by confidentiality obligations and use restrictions at least as restrictive as those contained in this Agreement, and (ii) will be liable for breaches of confidentiality by each of its recipients.
- 10.3 The foregoing confidentiality obligations will not apply to any Confidential Information that (i) is or becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement; (ii) becomes available to the receiving party from a source other than the disclosing party, provided that the receiving party has no reason to believe that such source is itself bound by a legal, contractual, or fiduciary obligation of confidentiality; (iii) was in the receiving party's possession without an obligation of confidentiality prior to receipt from the disclosing party; (iv) is independently developed by the receiving party without the use of, or reference to, the disclosing party's Confidential Information; or (v) is required to be disclosed by a governmental agency or law, so long as the receiving party promptly provides the disclosing party with written notice of the required disclosure, to the extent such notice is permitted by law, and cooperates with the disclosing party to limit the scope of such disclosure.

11. DEFECTS

- 11.1 We warrant that the Services will substantially conform to the applicable specification. If this is not the case, then, unless otherwise expressly agreed in a given case and to the extent permitted by applicable law, Our sole obligation and Your sole remedy shall be (i) to use commercially reasonable efforts to remedy the nonconforming Service so that it substantially conforms to the Service specification, or (ii) if such remedy is not commercially reasonable, to cease performance of the nonconforming Service and refund pre-paid fees for such Service on a *pro rata temporis* basis.
- 11.2 In case of Services that We provide to You free of charge, Your rights based on defects of quality and defects in title are excluded unless We have guaranteed the missing feature and the missing feature was essential for Your decision to use the Service. Furthermore, claims for defects do not exist in case of an insignificant deviation from the agreed or assumed quality and in case of an insignificant impairment of the usability. The Service specifications shall not be deemed to be a guarantee or assurance of the features described therein unless agreed specifically in writing. In case We provide an update, upgrade, or new version, Your claims for defects shall be limited to the new features contained in the update, upgrade, or new version as compared to the previous version.
- 11.3 In case the defect is based on the defectiveness of a supplier's product and the supplier does not act as a vicarious agent of Siemens, but We merely pass on a third-party product to You, Your claims for defects shall first and foremost be limited to that We assign to You Our claims for defects against the supplier. This shall not apply if the defect is due to Your improper handling of the supplier's product. If You are unable to successfully enforce Your claims for defects against the supplier out of court, Our subsidiary liability for defects shall remain unaffected within the limits of this Agreement.

12. LIABILITY AND INDEMNIFICATION

- 12.1 LIABILITY OF SIEMENS. Except as otherwise expressly provided in this Agreement, Siemens' liability for damages, reimbursement of expenses and indemnification, regardless of their legal basis, shall be governed exclusively by this Section 12, including but not limited to liability in contract, tort, for defects or otherwise.
- 12.1.1 Siemens shall be liable for personal injury and for intentional acts or omissions in accordance with the statutory provisions.
- 12.1.2 In no event shall Siemens be liable for any loss of profits or revenue, loss of production, business interruption or loss of use, cost of capital, loss of interest, loss of information and/or data, claims arising out of contracts with third parties, or any indirect or consequential damages. We do not assume any warranty, support, customer service, liability or other obligation in connection with Your App or its use.
- 12.1.3 Siemens' total liability for damages arising out of or in connection with fee-based Services shall be limited to the lesser of RMB 1,000,000 or the fees paid by You to Us for the specific Service giving rise to the claim in the 12 months prior to the date on which the claim arose. Siemens' total liability for damages arising out of or in connection with Services provided free of charge shall be limited to RMB 1,000.
- 12.1.4 Any claims against Siemens shall become time-barred 12 months after the event giving rise to the claim.
- 12.1.5 The limitations and exclusions of liability under this clause shall not apply to the extent that liability cannot be limited or excluded under mandatory applicable law.
- 12.2 INDEMNIFICATION. You will indemnify, defend and hold Us and Our affiliated companies, and their respective directors, officers, employees, agents, contractors, suppliers, licensors and the end users of Your App, harmless from and against any and all claims, losses, costs and expenses (including reasonable attorneys' fees) and any damages arising out of or in connection with: (a) Your App, (b) Your relationships or interactions with end users of Your Apps, or (c) Your breach or alleged breach of this Agreement, the representations or warranties contained herein, (d) Your violation or alleged violation of any third party rights or laws, (e) any claim or demand for (1) payment of taxes imposed in connection with any distribution of the App initiated by You, (2) fines, penalties or similar charges imposed as a result of Your failure to collect, remit or report taxes in connection with any distribution of Your App.

We will promptly notify You of any claim under this Section 12.2. However, Our failure to notify You promptly shall only affect Your indemnification obligations to the extent that Siemens' failure prevents You from defending the claim. You may: (i) engage a legal counsel of Your choice to defend the claim; and (ii) with Siemens' prior written consent, settle the claim in Your sole discretion. We may at any time participate in or assume control of the defense and settlement of the claim at Your expense.

13. EXPORT CONTROL AND SANCTIONS COMPLIANCE

- 13.1 Our obligations under this Agreement are conditioned upon Your compliance with, and You agree to comply with, all applicable export and re-export controls, embargoes, and economic and trade sanctions laws and regulations, including in any event, those of the United States and the European Union ("**Export Laws**"). You acknowledge that Siemens may be required to restrict or block Your access to the Services under applicable Export Laws.
- 13.2 You represent and warrant that (i) You are not a Sanctioned Person and (ii) You are not accessing or using a Service from a country or territory that is the subject or target of extensive trade or economic sanctions. You further represent and warrant that Your App, including

its content, does not constitute controlled technology or technical know-how in the European Union, Germany (AL = N) and/or the United States (ECCN = N or EAR99). You are obligated to deny or prevent access to the Services and Your App including its content from locations from which access is prohibited or subject to authorization under applicable Export Laws, to continuously screen all users of Your App and the Services to determine whether it (i) is on the list of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or on an export control-related list of Designated Persons maintained by the U.S. Department of Commerce, the U.S. Department of State, the United Nations Security Council, the European Union, a Member State of the European Union or the United Kingdom, (ii) operates, is organized or located in a Sanctioned Country; (iii) is a member of, or acts for or on behalf of, the government of Venezuela or a Sanctioned Country; or (iv) is owned or controlled by one or more such persons, and to not provide access to the Services and Your App to natural persons and entities on any of these lists. "Sanctioned Country" means a country or territory that is itself the subject or target of any comprehensive trade or economic sanctions (currently Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine). "Sanctioned Person" means any person (a) listed in the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or in any Export-Control-Related list of designated persons maintained by the U.S. Department of Commerce, the U.S. Department of State, the United Nations Security Council, the European Union, any Member State of the European Union, or the United Kingdom, (b) operating, organized, or resident in a Sanctioned Country, (c) the government of, or acting for or on behalf of the government of, Venezuela or a Sanctioned Country, or (d) owned or controlled by one or more such persons.

- 13.3 In the event that You fail to comply with any provision of this Section 13 or violate any Export Laws in connection with any Service or App, Siemens will have the right to take action in accordance with the terms of this Agreement and as required by the applicable law. Further, You will indemnify and hold harmless Siemens, its affiliates and their representatives against any claims, damages, fines, and costs (including attorney's fees and expenses) relating in any way to Your noncompliance with this Section 13, including Seller's violation or alleged violation of any Export Laws.
- 13.4 To the extent required for export control audits, You will promptly provide Siemens, upon request, with all information regarding users, ultimate destination, and intended use of the Services and Apps, and any export control restrictions relating thereto.

14. YOUR COMPLIANCE OBLIGATIONS

You will comply with applicable laws, rules and regulations within the framework of the Industrial Edge Ecosystem and in exercising Your rights and obligations under this Agreement. Laws may include but not be limited to the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and local anticorruption legislation in PRC. You will comply with the principles and requirements of the 'Code of Conduct for Suppliers and Third Party Intermediaries' located at www.siemens.com/code-of-conduct/managementsystems and the 'Code of Conduct for Antitrust Compliance' within the Industrial Edge Ecosystem (ANNEX 2). You confirm that You are not listed by any government agency as debarred, suspended, or proposed for suspension or debarment or otherwise determined to be ineligible for government procurement programs.

15. TERM AND TERMINATION

- 15.1 This Agreement is valid for an indefinite term unless terminated.
- 15.2 You and/or Siemens are entitled to terminate this Agreement at any time by giving 30 days' notice to the end of a calendar month.
- 15.3 Siemens is entitled to terminate this Agreement or the use of individual Services for cause with immediate effect if You infringe any provision of this Agreement and fail to cure such infringement within 15 days upon notice of such infringement. In the event of a material breach of this Agreement, or if We determine that continued use of this Agreement or any Services would result in liability to Siemens, Siemens is entitled to terminate the Agreement without giving prior notice and giving the opportunity to cure such breach.
- 15.4 Upon expiry of the term of this Agreement, Your authorization to access and use the Services shall automatically cease. You will immediately stop all use of and destroy all copies, if any, of the Services and Siemens' Confidential Information upon Siemens' request and confirm their destruction to Siemens. We will remove all of Your Apps from the Hub unless We are entitled to store and retain the Apps under this Agreement or under applicable law. Termination of this Agreement shall not relieve You of Your obligation to pay any outstanding compensation, which shall become immediately due and payable upon termination. No refund or credit will be given as a result of termination unless You have terminated for cause due to a material breach by Siemens or We have terminated this Agreement for convenience according to Section 15.2. Sections 3.1, 5.3, 5.4, 6, 7.3, 8, 9, 10, 12, 13, 17, 18 shall survive termination of this Agreement and Sections 5.3, 5.4, 6, 7.3 and 8 shall continue to have effect until the end of the last end user subscription.

16. CHANGES

We reserve the right to change this Agreement at any time in Our discretion. We will give You notice of the changes by posting an updated version of this Agreement in Your Industrial Edge Hub and reminding you to accept when You enter Industrial Edge Hub. Changes will be effective one (1) month after we post the updated version of this Agreement in Your Industrial Edge Hub, unless We specify a

different effective date when We make a particular change. However, We may change this Agreement with effect as of the date We post the updated version of this Agreement in Your Industrial Edge Hub, to change existing features or add additional features to the Ecosystem App Developer Program that do not materially adversely affect Your participation in the Ecosystem App Developer Program, or for legal, regulatory, fraud or abuse prevention, or security reasons. If You do not agree to a change, You must stop participating in the Ecosystem App Developer Program and terminate this Agreement.

17. APPLICABLE LAW AND ARBITRATION

All disputes arising out of or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) and be arbitrated by three (3) arbitrators in accordance with the arbitration rules of CIETAC (hereinafter referred to as “Rules”) in effect at the time of applying for arbitration. The seat of Arbitration shall be Beijing. The language of Arbitration shall be Chinese. The arbitration award shall be final and binding upon the parties. Notwithstanding the foregoing, Siemens may, for the purpose of exercising or protecting its intellectual property rights, bring a lawsuit in the jurisdiction where the Services is used to enforce or preserve its intellectual property rights. The substantive law of the People’s Republic of China shall be the only governing law, the application of choice of law rules and the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.

18. MISCELLANEOUS

- 18.1 Subject to compliance with applicable laws, companies directly or indirectly owned or controlled by Siemens may exercise the rights and perform the obligations under this Agreement. Siemens may use resources in various countries to provide the Services, including unaffiliated subcontractors. Siemens remains responsible for its obligations under this Agreement.
- 18.2 This Agreement shall extend to and be binding upon the successors, legal representatives, and permitted assignees of the parties. Notwithstanding that, this Agreement and the rights granted herein may not be assigned, sublicensed, or otherwise transferred by App Developer without the prior written consent of Siemens.
- 18.3 Notifications from Siemens will be made by: (i) notice in Your Industrial Edge Hub; or (ii) by email or other text message to the email address or contact number that You have provided to Us for commercial communications or that is otherwise associated with Your Industrial Edge Hub. It is Your responsibility to always provide Us with Your current information for the purpose of contacting You and to regularly visit Your Industrial Edge Hub to review communications posted there. If You fail to comply with Your aforementioned obligations or if a notice does not reach You due to technical problems for which You are responsible, notices shall be deemed to have been received by You three days after the date on which the notice was dispatched. Notices to Siemens shall be sent to edge.cn@siemens.com or You may contact the corresponding Siemens sales representative directly. Notwithstanding the foregoing, notices of claims or disputes shall always be sent to the party's postal address set forth in the imprint.
- 18.4 This Agreement constitutes the entire agreement between the parties with respect to its subject matter. It supersedes all prior or existing agreements or communications, whether written or oral, with respect to its subject matter. No other terms and conditions shall apply except as expressly provided herein. A reference in this Agreement to a document that in turn refers to another document shall be deemed to refer to such other document unless otherwise specified therein. This Agreement may be amended only in writing or by electronic signatures of authorized representatives of both parties or through an online mechanism provided by Siemens for this purpose. In the event of any conflict between this Agreement and the Developer Guide, this Agreement shall prevail. Any general terms and conditions of the App Developer shall not apply. This shall also apply if Siemens does not expressly object to the validity of the general terms and conditions despite being aware of them and accepts Your request to join the App Developer Program without reservation.
- 18.5 The failure to enforce any provision of this Agreement will not be construed as a waiver of such provision. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be affected, and such provision will be deemed to be restated to reflect the original intentions of the Parties as nearly as possible in accordance with applicable law. The Parties agree that electronic signatures or acceptance of this Agreement via an electronic system specified by Siemens shall have the same force and effect as manual signatures.
- 18.6 If Siemens provides a translation of the Chinese language version of this Agreement, the Chinese language version of this Agreement will control in the event of any conflict.

App Developer		Siemens	
_____	_____	_____	_____
Place, Date	Place, Date	Place, Date	Place, Date
_____	_____	_____	_____
Signature [Full name] [Title/Position]	Signature [Full name] [Title/Position]	Signature [Full name] [Title/Position]	Signature [Full name] [Title/Position]

ACCEPTABLE USE POLICY

This Acceptable Use Policy ("Policy") sets out terms with which You must comply when using Our Services.

1. No Illegal, Harmful, or Offensive Use of Your App

You shall not use, or encourage, promote, facilitate, or instruct others to use, the Services for any illegal, harmful, or offensive use. Your App and accompanying documentation must not be illegal, harmful, or offensive. In particular, Your use of the Services, Your App shall not: (i) be in violation of any laws or rights of others; (ii) be harmful to others, or Siemens' operations or 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; (iii) enter, store or send hyperlinks, enable access to external websites or datafeeds, including embedded widgets or other means of access, in or as part of Your App, for which You have no authorization or which are illegal; (iv) be defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable; (v) subject Siemens or its business partners to liability.

2. No Violation of Use Restrictions

You shall not:

- (i) copy, sell, resell, license, transfer, assign, sublicense, rent, lease, or otherwise make available the Services in whole or in part to any third party (unless permitted otherwise by Us or required by laws);
- (ii) translate, disassemble, decompile, reverse engineer or otherwise modify, tamper with, repair or attempt to discover the source code of any software contained in the Services (unless permitted otherwise by Us or required by laws);
- (iii) create derivative works of, or based on, any parts of the Services;
- (iv) change or remove any notices or notations from the Services that refer to intellectual property rights or brand names;
- (v) imitate the "look and feel" of any of Siemens' website or other user interface, nor the branding, color combinations, fonts, graphic designs, product icons or other elements associated with Siemens; and
- (vi) send to Siemens, e.g., by uploading to the Industrial Edge Hub any of Your App that is subject to a license that, as a condition of use, access, and/or modification of such content, requires that any Siemens' or Siemens' business partners' software or service provided by Siemens and interacting with or hosted alongside Your App: (a) are disclosed or distributed in source code form; (b) are licensed to recipients for the purpose of making derivative works; (c) are licensed at no charge; (d) are not used for commercial purposes; or (e) are otherwise encumbered in any manner.

3. No Abusive Use

You shall not do any of the following:

- (i) use the Services in a way intended to avoid or work around any use limitations and restrictions placed on such Services, such as access and storage restrictions or to avoid incurring fees;
- (ii) access or use the Services for the purpose of conducting a performance test, building a competitive product or service or copying its features or user interface or use the Services in the operation of a business process outsourcing or other outsourcing or a time-sharing service;
- (iii) interfere with the proper functioning of any of Siemens' systems, including any overload of a system by mail bombing, news bombing, broadcast attacks, or flooding techniques;
- (iv) engage in any activity or modification or attempt to modify the Services in such a way as to negatively impact on the performance of the Services.

4. No Security Violations

You shall not use the Services in a way that results in, permits, assists or facilitates any action that constitutes a threat to the security of the Services. You shall in particular:

- (i) before accessing the Services, during use, and when transferring Your App and accompanying documentation, take all reasonable precautions against security attacks on Your system, on-site hardware, software or services that You use to connect to and/or access the Services, including appropriate measures to prevent viruses, trojan horses or other programs that may damage software;

- (ii) not interfere with or disrupt the integrity or performance of the Services or other equipment or networks connected to the Services, and in particular not transmit any of Your App containing viruses, trojan horses, or other programs that may damage software;
- (iii) not use the Services in a way that could damage, disable, overburden, impair or compromise any of Siemens' systems or their security or interfere with other users of the Services;
- (iv) not perform any penetration test of or on the Services without obtaining our express prior written consent; and
- (v) not connect devices to the Services that do not comply with industry standard security policies (e.g., password protection, virus protection, update, and patch level).

5. Reporting

If You become aware of any violation of this Policy, You will immediately notify Us and provide Us with assistance, as requested by Us, to stop, mitigate or remedy the violation.

CODE OF CONDUCT FOR ANTITRUST COMPLIANCE WITHIN THE INDUSTRIAL EDGE ECOSYSTEM

PREAMBLE

The Parties intend to cooperate in the framework of the Industrial Edge Ecosystem with the purpose of facilitating interactions between the participants (i.e., producers and users) of the Industrial Edge Ecosystem. The Industrial Edge Ecosystem intends to generate network effects for broad offering of products and services which can be managed and deployed at scale to the specific needs of the market. This Antitrust Code of Conduct provides rules for the interactions within the Industrial Edge Ecosystem in more detail.

DEFINITIONS

- **“Industrial Edge Store”**: is an online marketplace operated by or on behalf of International Trading Ltd., China Shanghai.
- **“Party/Parties”**: each undertaking that has/all undertakings that have onboarded to the Industrial Edge Ecosystem.
- **“Industrial Edge Ecosystem”**: is a network of cross industry players who participate in and benefit from the ecosystem platforms, i.e., Industrial Edge Store, Industrial Edge Platform, to de-fine, build, and execute market-creating customer solutions.
- **“Industrial Edge Platform”**: is a new age infrastructure system to enable modern IT technologies in manufacturing. With Industrial Edge users are able to deploy and manage applications and devices at scale and to pre-process data on the shopfloor.
- **“Meetings”**: are in-person or virtual reunions of the multiple Parties set up by the Industrial Edge Ecosystem to enhance the purposes of the Industrial Edge Ecosystem.

COMPETITION LAW COMPLIANCE

The Parties are aware that some of them are in (actual/potential) competition for specific products and/or services. Against this background, the Parties acknowledge that strict compliance with any applicable competition laws and regulations is a fundamental prerequisite for collaboration within the Industrial Edge Ecosystem.

1. The Parties commit to comply strictly with the letter and spirit of European competition law, of competition laws of the Member States of the European Union, of U.S. competition law, of PRC antitrust and anti-unfair competition law, and of all other applicable competition laws, rules and regulations worldwide (in the following referred to as „Competition Law”) in all activities within the context of the Industrial Edge Eco-system, including, but not limited to, all formal or informal Meetings, contacts and communications between representatives, employees and agents of the Parties. The Parties are aware that any activity of the Parties within the context of the Industrial Edge Ecosystem which in-fringes Competition Law would be seriously detrimental to the interests of the Parties.
2. The Parties undertake to ensure that all of their representatives, employees and agents in-volved in the Industrial Edge Ecosystem understand and appreciate the importance of com-plying with Competition Law. It is the responsibility of each of the Party’s representatives, employees and agents involved to take individual responsibility for compliance with Competition Law on behalf of their respective employer or principal.
3. The Parties acknowledge that the number of representatives, employees and agents involved in the Industrial Edge Ecosystem shall be limited to the number necessary and that also any information exchanged must be limited to information that is strictly necessary for the purposes of the Industrial Edge Ecosystem (“need-to-know” basis).
4. The Parties will only conduct meetings as far as required for the purpose of the Industrial Edge Ecosystem. The Parties will not use the forum provided by the Industrial Edge Ecosystem to coordinate their commercial activities or to exchange competitively sensitive information in contradiction to Competition Law.
5. In particular, there must not be any exchange of or even agreement on competitively sensitive information between the Parties such as e.g.:
 - Prices, price components, rebates or other conditions;
 - Profits, profit margins or market shares;
 - Allocation of customers, markets or territories;
 - Bids, opportunities, tenders, customer or supplier details, orders or order volume;
 - Capacities, production volumes or quotas;
 - Production-, marketing- or other costs;
 - R&D strategies, roadmaps or product portfolio;
 - Corporate strategies, intended future market conduct, e.g. sales strategies, business models, investments;
 - Information related to personnel recruitment of experts (e.g. salary, salary components, salary ranges, bonuses, monetary incentives or no poach agreements).

6. The Industrial Edge Ecosystem is in principle free in its decision to grant access to new members. In case any standards are developed within the context of the Industrial Edge Eco-system, the Parties need to comply with the applicable antitrust requirements regarding standardization and shall agree on a clear and balanced IPR-Policy separately.
7. For each Meeting of the Parties, an agenda and official minutes shall be produced. Any Competition Law concern with respect to topics on the agenda, shall be addressed to the Industrial Edge Ecosystem operator and/or the participant in charge of organizing the respective meeting. If the concerns may not be resolved prior to the meeting, the respective agenda topic shall be taken from the agenda until compliance with Competition Law is established. If discussions at meetings of the Industrial Edge Ecosystem stray into critical topics, each representative, employee or agent of the Parties shall ask for the meeting to be ended. Should the meeting not be brought to an end, the representatives, employees or agents attending the meeting shall leave the meeting, shall have their departure recorded in the minutes of the meeting, and shall duly report the matter to their relevant Legal and Compliance organization. Such protocols of meetings of the Industrial Edge Ecosystem shall be provided in due course to all participants. The representatives, employees or agents attending the meeting shall check the minutes after any meeting to ensure that proceedings have been reported accurately and have not been misrepresented or been put in misleading language.
8. The Parties are aware that they need to comply with the principles mentioned herein also when using communication channels available via the Industrial Edge Ecosystem (e.g., blogs, community forums).
9. In case there are indications for a misuse of the Industrial Edge Ecosystem for non-competitive behavior, each Party shall inform Siemens AG – division DI FA CTR OEC EOM (ie-ecosystem.industry@siemens.com) without undue delay.