

Specific Terms for MindAccess Developer Plan

October 2018

1. Scope; Definitions

1.1. **Scope.** These Developer Specific Terms are part of the MindSphere Agreement and set out additional terms and conditions for your use of the *MindAccess Developer Plan*, including upgrades and Services designated as related Services in an Order Form (“Developer Services”).

1.2. **Definitions.** Capitalized terms used in this document shall have the meaning ascribed to them in Section 6 or elsewhere in the MindSphere Agreement.

2. Development and Testing of Your Applications

2.1. **Your Obligations.** Unless otherwise agreed in writing or expressly permitted in the MindSphere Agreement (in particular the Supplemental Terms), when using the Developer Services you shall: (i) use the Developer Services solely for the development, testing, and demonstration of Your Applications, but not for productive or other commercial use; (ii) ensure that Your Applications comply with the DevOps Guide; (iii) not use any device, location, database, or application outside the Platform to enable transfer of any of Your Content to a destination outside the Platform via the exit of the wide area network of the data centers used by us to provide the respective Services; and (iv) not allow any application, services, or other software deployed outside the Platform to interoperate with Platform APIs, except to the extent required for the intended purpose of the respective Services. You acknowledge and agree that the Developer Services are not designed to be used to access, use, or otherwise process any data that would qualify as Confidential Information.

2.2. **Changes to Guide.** We may change the DevOps Guide from time to time. Changes shall become effective upon the release of a new version. However, during a current Subscription Term we may, upon your request, defer the change effective date to the end of the current Subscription Term, but not for more than 6 months.

3. Submission, Review and Rejection of Your Applications

3.1. **Submission.** You are responsible for (i) the evaluation and testing of Your Application as to its technology, functionality, performance, security, and user interface; (ii) compliance of Your Application with the DevOps Guide and any other requirements set out in the MindSphere Agreement (“Requirements”); and (iii) your successful completion of any technical self-certification process made available by us.

3.2. **Review.** We reserve the right to review each of Your Applications ourselves or through a subcontractor. We shall not be obliged to conduct any such review. Neither any review nor the lack thereof shall constitute or be communicated by you to be an endorsement by Siemens of Your Applications. Additional terms regarding our review standards and processes may be set out in the DevOps Guide. You agree to cooperate with us in the review process and provide information and materials reasonably requested by us,

including information on the operation of your business. We may adopt and change our review standards or processes at any time as we deem appropriate. Any of your non-public information that we obtain access to in the course of the review will be considered your Confidential Information.

3.3. **Rejection.** We may reject the transfer of Your Application to a *MindAccess Operator Plan* Account, if we determine: (i) that the Application does not meet all or any part of the Requirements; or (ii) is not in line with our general business objectives. If we reject Your Application, you shall not make it available to any Third Party for operation and marketing in connection with the Platform.

4. Proprietary Rights

4.1. **Rights in Your Applications.** You will own all intellectual property rights in, or to, Your Applications and other results developed by or on behalf of you using the Developer Services, subject, however, to any rights of Siemens, rights of Third Parties, and rights in Developer Material.

4.2. **License Grant.** We grant you a non-transferable, non-sublicensable, time-limited, and revocable license to use and permit Third Parties to use Developer Material solely for the development and testing of Your Applications. You may permit Third Parties to access the Developer Services for demonstration or testing of Your Applications for such Third Parties’ end-use under a subtenant that you establish in your Account for each such Third Party.

5. Order of Precedence.

In the event of a conflict or inconsistency between the DevOps Guide and these Specific Terms, these Specific Terms shall prevail.

6. Definitions

6.1. **“Developer Material”** means any software, sample code, scripts, libraries, software development kits, technology, DevOps Guide, and other proprietary material or information made available to you by or on behalf of us in the course of our provision of Developer Services. Developer Material constitutes Material.

6.2. **“DevOps Guide”** means the *MindSphere DevOps Guide* available at www.mindsphere.io/terms.

6.3. **“Your Application”** means the Applications developed by you or on your behalf using the Developer Services.