Acceptable Use Policy

April 2019 Siemens, Operating Company Smart Infrastructure

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 content

You shall not use, or encourage, promote, facilitate, or instruct others to use, the services for any illegal, harmful, or offensive use. your content must not be illegal, harmful, or offensive. In particular your use of the services, your content and your use of your content 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 content, 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 or the platform 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 or the platform (unless permitted otherwise by us or required by laws);
(iii) create derivative works of, or based on, any parts of the services or the platform;
(iv) change or remove any notices or notations from the services or the platform that refer to intellectual property rights or brand names; and
(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) upload to the platform any of your content 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 content: (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 platform or the services in such a way as to negatively impact on the performance of the platform or 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 platform or the services. You shall in particular:
(i) before accessing the services, during use, and when transferring your content, 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 platform, 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 platform, and in particular not transmit any of your content 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 platform;
(iv) not perform any penetration test of or on the services or the platform 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.