

TERMS AND CONDITIONS (“TERMS OF USE”) FOR USING SIEMENS PAYREC WEBSITE

1. Scope

1.1 Any right of use of this PayRec website at the URL <https://www.payrec.siemens.co.in/> (“Siemens PayRec Website”) provided by Siemens Ltd (“Siemens”) to its channel partners/customers (“User”) is subject to these terms and conditions and any other terms and conditions Siemens may display and add on the aforesaid website, (the “Website Use Conditions”).

1.2 User agrees that these Website Use Conditions shall be supplementary to the Channel Partner Distribution Agreement or the agreement with customer or any purchase order as the case may be, (the “Principal Agreement”) and the Agreement for Online Accounts Receivable Portal as may be the case all of the terms of which shall continue to remain in force and govern the basic relationship between Siemens and the User and shall be treated as valid and in force. These Website Use Conditions for online management of Siemens outstanding invoices stipulates terms those are essential to govern the new mode of managing the receivables due from the User. If any term herein is in conflict with any term or terms in the Principal Agreement and the Agreement for Online Accounts Receivable Portal, if applicable, it is agreed that Siemens shall interpret the terms and its decision shall be binding upon the User.

1.3 User further agrees specifically that Siemens reserves the right to alter, modify, amend and/ or add to these Website Use Conditions and that such changes may be made at the sole discretion of Siemens without notice to User. User acknowledges that granting of such right to Siemens is essential for Siemens to ensure adaptation of the Siemens PayRec Website to one or more of the following: changes in technology, changes in statutes and applicable laws, improved means to maintain and enhance the quality, reliability, security, integrity and/or functionality thereof.

1.4 User agrees to sign and deliver such other additional agreements as may be required by Siemens or the designated online service providers and/or payment gateways and/or concerned banks.

2. Obligations of Siemens and User

2.1 User agrees to be bound by and to comply strictly with these Website Use Conditions in addition to the terms of Principal Agreement and the Agreement for Online Accounts Receivable Portal, if applicable.

2.2 User agrees to undergo and to have its employees undergo such training as Siemens may impart from time to time in relation to the Siemens PayRec tool hosted at Siemens PayRec Website. User’s personnel shall undergo such training at their own costs as to expenses and attendance.

2.3 User agrees to abide by and comply with any security and other requirements that Siemens may require from time to time regardless of whether such requirements are set out in these Website Use Conditions or on the Siemens PayRec Website or in the Website Use Conditions or are advised separately. It is specifically agreed by and between the Siemens and User that in particular User alone shall be entirely responsible for the security of the passwords, systems access means and the systems used by User to access and/or use the Siemens PayRec Website and any liability, losses or claims incurred by Siemens or any third party arising from the misuse thereof or from negligence in relation thereto. User further agrees to ensure that there is no unauthorized use or misuse of such passwords, access means, systems and/or the Siemens PayRec Website by the employees or former employees of User and any other persons connected to it. User agrees to notify Siemens immediately of any unauthorized use of their account or any other breach of security. Siemens shall not be liable for any losses that User would incur as a result of someone else using the User password or account, either with or without the User knowledge.

2.4 In accessing or using the PayRec Web Site the User shall not violate any intellectual property right or any other proprietary right; upload any contents containing a virus, so-called Trojan Horse, or any other similar software or programs that could damage data or damage the operation of another's computer or property; transmit, store or upload hyperlinks or contents to which the User is not entitled, in particular in cases where such hyperlinks or contents are in breach of confidentiality obligations or unlawful or distribute advertising or unsolicited e-mails (so-called "spam") or inaccurate warnings of viruses, defects or similar material, or advertise or offer to sell or buy any goods or services for any business purpose, create a false identity for the purpose of misleading others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent, or unlawful topic, name, material or information; upload or otherwise make available, files that contain images or photos; restrict or inhibit any user from using this PayRec Website, harvest or otherwise collect information about others, including email addresses; or request the participation in any lottery, snowball system, chain letter, pyramid game or similar activity; or violate any applicable laws or regulations.

2.5 Siemens may deny access to the Web Site at any time, in particular if the User breaches any obligation arising from the terms of these Website Use Conditions or the terms of the Principal Agreement or the Agreement for Online Account Receivable Portal, if applicable.

2.6 The User can not create or have a link or links between its own website and the Siemens PayRec Website.

2.7 User agrees to unconditionally indemnify and to defend and hold harmless Siemens, its employees, directors and officials from and against any and all claims, demands and actions, any liabilities, damages or expenses resulting therefrom (including but not limited to the disputes created/filed by the employees of the User) along with court

costs, litigation expenses and reasonable attorneys' fees, arising out of or relating to any breach of aforesaid obligations by User or out of or relating to the use, inability to use and operation of the Siemens PayRec Website by User.

2.8 User agrees to participate in and co-operate in any surveys, audits, checks, reviews and the like organized or requested by Siemens in connection with the functioning or other aspects of the Siemens PayRec Website.

2.9 User agrees to promptly fill in and furnish such forms and reports that Siemens may require or request from time to time. User shall provide such information as Siemens may request or require including but not limited to information about stocks with the User, market conditions and other market information.

2.10 User agrees that Siemens may conduct such tests and audits on the Siemens PayRec Website as Siemens deems fit from time to time and User agrees to co-operate fully with Siemens in such tests and audits.

2.11 For collection, use and processing of personally identifiable or personal sensitive data or information of the User, Siemens shall comply with applicable laws and regulations on data privacy protection and Siemens' Data Protection Privacy Policy, which is available as per hyperlink on Siemens' web site (www.siemens.com). User by agreeing to the terms and conditions in these Website Use Conditions gives his consent to the collection, use, processing and transfer of such personally identifiable data or personal sensitive data or information.

3. Outstanding Invoice Management

3.1 User agrees to use the Siemens PayRec Website for overview of all outstanding invoices and receivables due to Siemens unless otherwise indicated by Siemens. Other forms of communication may be used only in the following circumstances:

- (i) non-operability of the Siemens PayRec Website; or
- (ii) Any other important reason necessarily, in the opinion of Siemens, requiring other forms of communication, however, only for the time and to the extent such important reason exists.

3.2 User agrees, at its own cost and responsibility, to procure and use such systems, devices, software and services as may be prescribed by Siemens to enable User to use the Siemens PayRec Website. Such devices may include digital signatures, digital signature certificate and the like apart from other means of authentication or enhancement of security.

3.3 Because the Siemens PayRec Website may not be equipped to handle any exceptional requests, Siemens reserves the right to prescribe any processes or forms for exception handling and User agrees to accept and adhere to such processes and forms.

3.4 User agrees that PayRec tool is a system made available by Siemens for viewing and selecting invoices for payment. The responsibility of timely payment of all outstanding invoices as per Siemens policy remains with User. Non-functioning/non-availability of PayRec tool cannot and shall not be taken as a reason for delayed payments.

3.5 Though Siemens takes due care while uploading the invoices/data in PayRec tool, in case of any mismatch or discrepancy, the payment status of invoices in Siemens' books and accounts shall be considered as final.

4. Limitation of Liability

4.1 The Siemens PayRec Website may provide links to or references to other websites or resources but Siemens provides no warranty and takes on no responsibility or liability as to such links or references.

4.2 User acknowledges and agrees that Siemens shall have no responsibility or liability towards User or User's end-customers arising from any errors in the invoices shown or failure to function or delays in or suspension of the functioning of the Siemens PayRec Website, wholly or in part. Siemens offers no warranty as to the functioning, continued functioning or availability or as to the completeness, fitness for purpose, reliability or accuracy or other aspects of the Siemens PayRec Website and the services can be suspended, wholly or in part, or withdrawn entirely at any time by Siemens. Siemens cannot accept any liability for the continuous availability of the PayRec Web Site. In particular while Siemens will endeavor to update the Siemens PayRec Website on a 24 hour basis, Siemens makes no representation or warranty in this regard and it is agreed that the provision of such information shall not constitute any commitment or the like on the part of Siemens.

4.3 In no event will Siemens be liable for any special, indirect or consequential damages or any other damages however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise), arising out of or in connection with the use of the Siemens PayRec Website, including without limitation any software, documents or information available via the PayRec Website.

4.4 Although Siemens makes every endeavor to keep the PayRec Web Site free from viruses, Siemens cannot make any guarantee that it is virus-free or full protected against unauthorized access by "hackers" or unknown and unauthorized persons. User shall, for their own protection, take the necessary steps to ensure appropriate security measures and shall utilize a virus scanner before downloading any information, software or documentation.

5. Intellectual Property Rights

5.1 Siemens shall be the sole and exclusive owner of all intellectual property rights including copyright in and to the content, materials and information on the Siemens PayRec Website or generated or accessed thereby. Such content, materials and

information shall include but not be limited to specifications, designs, customer or prospect information, tender and bid data and the like. User acknowledges such ownership by Siemens and agrees not to make any claim in relation thereto. Further User acknowledges and accepts that much or all of the information, content and materials on the Siemens PayRec Website are proprietary materials and trade secrets of Siemens and/or its licensors. User shall ensure that only authorized personnel of User shall have access to such content, materials and information and solely for the purposes envisaged in this Agreement. No license is granted by Siemens as to such content, materials and information except a limited, restricted, revocable, non-exclusive, non-transferable license to access and use these solely for the purposes authorized in this and the Principal Agreement and during the duration hereof. User shall prevent unauthorized access by its employees and others.

5.2 User shall not falsify or delete any copyright management information, legal or other proprietary notices or designations or labels on the Siemens PayRec Website.

6. Tax

In the event that any tax or duty is imposed on or in relation to the Siemens PayRec Website, Siemens reserves the rights to have User to pay such tax or duty at the appropriate rate fixed by the government. User shall also provide such documentation as Siemens may require ensuring compliance with tax laws and tax audit provisions.

7. Term and Termination

These Website Use Conditions shall continue till the time User continues as a channel partner or customer of Siemens/and or the access is provided to User. Breach of any term of these Website Use Conditions by the User will result in immediate termination of the access provided to User to the Siemens PayRec Website.

8. Assignment

User shall neither assign, transfer nor delegate any rights or obligations arising from this Website Use Conditions to third parties.

9. Applicable Law and Dispute Resolution

These Website Use Conditions is governed by the substantive laws of India and User Any dispute or claim arising under or in connection with the Siemens PayRec Website shall be resolved exclusively by arbitration under the Arbitration and Conciliation Act 1996 by a sole arbitrator appointed by Siemens. The arbitration shall be conducted in English and the award of the arbitrator shall be final and binding on the Parties. The venue of the arbitration shall be Mumbai. Siemens and User submit to the jurisdiction of the courts of Mumbai for the purposes of compliance with the above arbitration provisions and for enforcement of any arbitration award made in accordance with the above provisions.

10. Entire Agreement; Severability

The terms and conditions in these Website Use Conditions, together with those in the Principal Agreement and if applicable the Agreement for Online Account Receivable Portal constitute the entire agreement between Siemens and the User on the subject matter hereof and supersede and cancel any conditions in any purchase order or other document issued or sent by the User. Should any term, condition or provision in the Website Use Conditions be deemed or held to be invalid or unenforceable, the remaining terms, conditions and provisions shall continue in full force and effect.

11. Compliance with Export Control Regulations

11.1. If the User transfers information, software and documentation provided by Siemens to a third party, the User shall comply with all applicable national and international (re-) export control regulations. In any event of such transfer the User shall comply with the (re-) export control regulations of India, the Federal Republic of Germany, of the European Union and of the United States of America.

11.2. Prior to any such transfer to a third party the User shall in particular check and guarantee by appropriate measures that there will be no infringement of an embargo imposed by the European Union, by the United States of America and/ or by the United Nations by such transfer or by provision of other economic resources in connection with information, software and documentation provided by Siemens, also considering the limitations of domestic business and prohibitions of by-passing those embargos; such information, software and documentation provided by Siemens are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided; the regulations of all applicable Sanctioned Party Lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered.

11.3. If required to enable authorities or Siemens to conduct export control checks, the User, upon request by Siemens, shall promptly provide Siemens with all information pertaining to the particular end-user if not the User and the particular destination and the particular intended use of information, software and documentation provided by Siemens, as well as any export control restrictions existing.

11.4. The User shall indemnify and hold harmless Siemens from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by the User, and the User shall compensate Siemens for all losses and expenses resulting thereof, unless such noncompliance was not caused by fault of the User. This provision does not imply a change in burden of proof.

11.5 Siemens' obligation to fulfill these Website Use Conditions is subject to the proviso that the fulfillment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos or other sanctions.

I, THE USER, HAVE READ AND UNDERSTOOD THESE WEBSITE USE CONDITIONS AND BY CHECKING THE "I AGREE" BOX I AGREE TO BE BOUND BY AND ABIDE WITH ALL OF ITS TERMS AND CONDITIONS.