**SIEMENS STANDARD TERMS AND CONDITIONS**
**Standard Terms Addendum for Online Data Backup & Protection Services**

**The terms and conditions of this Addendum for Online Data Backup & Protection Services are applicable only to the Online Data Backup & Protection Services identified in the Proposal ("ODB&P") and supplements the Standard Terms and Conditions with the following seven (7) paragraphs:**

**ODB&P 1.** "Facilities Data" means electronic data that is collected or generated by Siemens through scheduled back-ups of the databases and/or graphics residing in the workstation(s) and/or field panel(s) that constitute part of Buyer's automation control, fire and life safety, and/or security systems.

**ODB&P 2.** "Personally Identifiable Information" means any personal information that relates to, describes, or is capable of being associated with, a particular individual. By way of example and not of limitation, Personally Identifiable Information includes an individual's first name or first initial and last name, plus one or more of the following: social security number or social insurance number (as applicable), health insurance identification number, medical information, insurance policy number, passport number, taxpayer identification number, account number, credit card number or any other financial information.

**ODB&P 3.** Siemens will take reasonable steps to protect the security of all Facilities Data stored offsite. Siemens does not represent or warrant that Facilities Data will not be disseminated, compromised or corrupted by reason of unauthorized actions of third parties.

**ODB&P 4.** Buyer represents and warrants that it will not use workstations or field panels that constitute parts of its automation control, fire and life safety, and/or security systems for electronic storage of any Personally Identifiable Information.

**ODB&P 5.** SIEMENS HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR DAMAGES, INJURY OR LOSS ARISING OUT OF DISCLOSURE OR DISSEMINATION OF PERSONALLY IDENTIFIABLE INFORMATION THAT WAS STORED IN VIOLATION OF PARAGRAPH ODB&P 4.

**ODB&P 6.** Buyer shall indemnify, defend and hold Siemens harmless from any claims, losses or damages arising out of disclosure or dissemination of Personally Identifiable Information that was stored in violation of paragraph ODB&P 4.

**ODB&P 7.** Buyer acknowledges that all Facilities Data is owned by Siemens and may be used by Siemens in a commingled or other reasonable manner; *provided that*, such use does not identify Buyer or the location(s) of the Site or Sites to which Facilities Data pertains.