

Manage MySINUMERIK Edge App Publishing Product Sheet and Specific Terms



The MindSphere application Manage MySINUMERIK Edge App Publishing lets you upload your SINUMERIK Edge application including necessary documents and release information to the repository of your MindAccess Account.

Prerequisites

Subscription	A valid MindAccess IoT Value Plan (Small/Medium/Large) subscription is required.
Web browser	An HTML5 capable Internet browser is required (e.g. Google Chrome, Mozilla Firefox). The recommended screen resolution is 1024x768 or higher. Mobile devices are supported through the use of HTML5 capable Internet browser.

Description

General	The user interface of Manage MySINUMERIK Edge App Publishing displays the SINUMERIK Edge applications of your MindAccess Account. You can upload your own SINUMERIK Edge application with a guided workflow to your MindAccess Account including terms & conditions and further documents.
Application permissions	<p>Manage MySINUMERIK Edge App Publishing is operated in data centers in the Area European Union (unless you are located in PRC, in which case it is operated in a data center in PRC).</p> <p>The list of SINUMERIK Edge applications displays information of your SINUMERIK Edge applications and releases from your MindAccess Account.</p> <p>The application performs the following activities which modify or amend Your Content in your MindAccess Account on your behalf:</p> <p>Publish your application:</p> <ul style="list-style-type: none"> • Specific data of your SINUMERIK Edge application will be stored in a MindSphere database and is only visible in your MindAccess Account. <p>Remove your application:</p> <ul style="list-style-type: none"> • The specific data set of your SINUMERIK Edge application stored in a MindSphere database will be deleted and is no longer visible in your MindAccess Account.

Pricing Model	
Base subscription fee	The base subscription allows access and use of the application for unlimited upload of your SINUMERIK Edge applications.
Payment terms	The base subscription is payable yearly in advance.
Adaptation of fees	We may change or add new fees (collectively referred to as “Fee Change”) due to and to the extent required to reflect: (i) changes in the quality or functionalities of the Service; (ii) material changes in market conditions; (iii) general increases in wages or other employment costs; and/or (iv) changes in procurement costs due to price changes made by our suppliers, in each case to the extent that the changes affect our provision of the agreed Service. We will notify you of any Fee Change at least 60 days in advance of the effective date of the Fee Change. Any Fee Change will only apply from the beginning of a renewed ¹ subscription.
Subscription Term, termination	The initial Subscription Term for base subscription is 12 months. Following expiration of the preceding Subscription Term, the subscription automatically renews ² with a Subscription Term of 12 months at the then-current terms made available under www.mindsphere.io/terms , unless either Party notifies the other Party at least 60 days prior to the then-current expiration date that it has elected not to renew.
Trial ³	<p>“Trial” refers to an application that has been designated as a “trial” offering in the product description in the applicable Order Form. Any application delivered as a Trial is a “Free of Charge Service” as that term is defined in the MMA. We will notify you by email of the exact start and end date of the Subscription Term for the Trial (“Free Trial Period”).</p> <p>You may terminate the Trial at any time during the Free Trial Period by providing written notice to trial@mindsphere.io no later than 14 days prior to the end date of the Free Trial Period. We may terminate your access to the Trial at any time after receipt of your written termination notice. Termination of the Trial shall also result in termination of the respective corresponding paid subscription ordered.</p> <p>During the Free Trial Period, our standard support and service level obligations do not apply. We may however, at our sole discretion, make certain free of charge support services available to you. Upon expiration of the Free Trial Period, the Subscription Term for the respective corresponding paid subscription will begin, and you will be invoiced accordingly.</p>
<p>¹⁾²⁾ Not applicable if you are located in Asia Pacific; ³⁾ Not applicable if you are located in PRC.</p>	

Specific Terms	
Service Level Agreement	The Monthly Uptime Percentage for this application is 99 %. Monthly Uptime Percentage is defined in the MindSphere Supplemental Terms available on www.mindsphere.io/terms ¹ .
Application use rights	This application can be used as part of OEM Services as described in the Specific Terms for MindAccess IoT Value Plan published on www.mindsphere.io/terms ¹ . Under the Account of your MindAccess IoT Value Plan, you may permit Users of Third Parties to access and use this application for the purpose of receiving a service from you.

Third Party Terms	<p>The application contains Third Party services, including open source software, commercial software, or software-related managed services, which are subject to additional or different terms, license rights, or require certain notices by their licensors, which we are obliged to pass on to you as your licensor and to which you agree to abide ("Third Party Terms").</p> <p>The Third Party Terms are made available via the following web link: https://sie.ag/MindSphere-ThirdParty_ManageMySINUMERIKEdgeAppPublishing.</p>
Changes to the Product Sheet and Specific Terms	<p>We may update this document from time to time during a Subscription Term in order to reflect any changes agreed with or imposed by our subcontractors (including changes in open source software license terms) or when we introduce new features, supplements, enhancements or capabilities (e.g. that were not previously included with the subscription but added for no additional fee). Changes shall become binding upon release of a new version of this document on www.mindsphere.io/terms.</p>
Support	<p>Support for this application may be contacted via Industry Online Support https://support.industry.siemens.com.</p> <p>Support is available in English and German.</p>
Terms and conditions as to your SINUMERIK Edge applications	<p>You are allowed to upload your SINUMERIK Edge application to the Manage MySINUMERIK Edge App Publishing. By doing so, you can make it available for Assets (SINUMERIK Edge devices) that are onboarded to your MindAccess Account. For the avoidance of doubt: This application does not allow you to make SINUMERIK Edge applications available to other parties or Assets not onboarded to your MindAccess Account.</p> <p>By using this Service, you shall comply with the MindSphere Acceptable Use Policy available on www.mindsphere.io/terms. The restrictions of the Acceptable Use Policy as to Your Content apply accordingly to your SINUMERIK Edge application, including but not limited to the following rule: You shall not 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.</p>
<p>¹⁾ http://tb.cn/VMMan5w if you are located in PRC.</p>	

Export Control Regulations	
AL	N
ECCN	EAR99

Security Information	
General	In order to protect plants, systems, machines and networks against cyber threats, it is necessary that you implement and continuously maintain a holistic, state-of-the-art industrial security concept.
Secure communication	Data transmission will be done via HTTPS protocol from/to Asset to/from your MindAccess Account.
Encryption standard	TLS 1.2 for communication between Asset and MindAccess Account is used.

Definitions

Asset	An Asset is the logical representation of a thing which can be a machine or an automation system with a single unit e.g. PLC or CNC - Controller. Assets are defined using an Asset type.
PRC	PRC means the People's Republic of China (which for the purpose of this Product Sheet and Specific Terms does not include Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan Area).
General	All other capitalized terms in this document shall have the meaning given to them in the MindSphere Master Agreement.