

GRIDSCALE X™

Product

Supplemental Terms

[www.siemens.com/gridscalex](http://www.siemens.com/gridscalex)

**SIEMENS**

# Gridscale X™

## Product Supplemental Terms

These Product Supplemental Terms for Gridscale X (“**Product Supplemental Terms**”) set out additional terms and conditions for the subscription to Gridscale X Cloud Services as defined in the Order (hereinafter referred to as “**Gridscale X**”) and amend the Universal Customer Agreement (“**UCA**”) available at <https://www.siemens.com/cloud-terms> between Customer and Siemens. These Product Supplemental Terms incorporate by reference the Digital Services Supplemental Terms (“**DS Terms**”) available at <https://www.siemens.com/uca-st-digitalservices-tc> and form together with the UCA and other applicable Supplemental Terms all available at <http://siemens.com/grid-software/terms-of-use> the agreement between the parties (“**Agreement**”).

### General

Order of Precedence	<p>In case of inconsistencies between the Order, the UCA, the DS Terms, the Product Sheet and these Product Specific Supplemental Terms, the following order of precedence shall apply in subordinate order:</p> <ul style="list-style-type: none"> <li>(i) Order</li> <li>(ii) Product Sheet</li> <li>(iii) Product Supplemental Terms</li> <li>(iv) DS Terms</li> <li>(v) UCA</li> </ul>
Definitions	<p>Capitalized terms used herein have the meaning as defined elsewhere in the Agreement including the UCA and DS Terms.</p>

### Use of Offering

<i>Authorized Access and Use</i>	<p>Notwithstanding Section 3.1 and 3.3 of the UCA and unless otherwise defined in the Entitlements each Offering may be accessed and used only by either i) Customer’s employee or ii) Authorized Agent (all “Authorized User”) for the Subscription Term, solely for Customer’s internal use as end-users. The Offerings including corresponding Documentation and results (e.g. reports) generated with these Offerings (in whole or in part) may not be used to provide services or products to third parties. Customer may re-assign the right to access and use the Offering between uniquely identified individual Authorized Users over time, but not so frequently as to enable sharing</p>
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	<p>by multiple Authorized Users. Indirect use of an Offering via hardware or software used by Customer does not reduce the number of Authorized Users rights that Customer needs to acquire.</p> <p>For the purpose of this clause, “Authorized Agent” means an individual who requires access to the Offering in support of Customer’s permitted use as consultant, agent, or in fulfillment of a contract with Customer, or who is otherwise expressly permitted according to these Product Specific Supplemental Terms to access and use the Offering.</p>
Entitlement	Different packages of the Offering are available. Customer is only authorized to use the Offering in accordance with the package to which Customer holds a valid subscription.
Territory	The Customer may access and use Gridscale X solely in all countries released for use of the Cloud Services (Supported Countries) as shown under <a href="http://siemens.com/grid-software/terms-of-use">http://siemens.com/grid-software/terms-of-use</a> .
Data Use Rights	In addition to the use rights defined in Section 6.2 of the UCA, Customer grants Siemens and its Affiliates and their subcontractors the right to use, distribute and publish Systems Information for any purpose including performance beyond this Agreement in accordance with mandatory restrictions imposed by applicable law. Use of Systems Information in accordance with this Section will be at Siemens risk.
Data Location Center	Your Content processed by the application is stored at rest in the European Union and must be provided by the customer.
Data Privacy Terms	<p>Each party will comply with applicable data privacy laws governing the protection of personal data in relation to their respective obligations under this Agreement. Siemens Privacy Notice is available at: <a href="https://www.siemens.com/privacy">https://www.siemens.com/privacy</a>.</p> <p>If Siemens processes personal data on behalf of the Customer when providing its services, the Data Privacy Terms of Siemens including its three annexes (“I. Description of the Processing Operations”, “II. Technical and organizational measures” and “III. List of approved Subprocessors”) shall apply. The current version of the Data Privacy Terms and the product-specific annexes I-III are</p>

available at the following website:

<https://www.siemens.com/dpt/si>

Customer Content	<p>Notwithstanding Section 5.6. of the UCA, Customer is responsible for: (i) the transfer or copying of content to data centers outside its country of residence in compliance with laws; (ii) taking its own steps to maintain legally required or otherwise appropriate security and protection, including backup and archiving, of Customer Content; (iii) any document retention or archiving obligations resulting from laws or company policies.</p>
Documentation	<p>The specifics of Offerings and Entitlements are described in the Product Sheet. Documentation includes information such as applicable limits or other attributes and metrics, prerequisites, or scaling factors for the pricing such as asset attributes, and additional third-party terms which prevail for third-party software, technology, data and other materials, including open source software licensed from third parties. Further details regarding applicable Third Party Terms and options to receive OSS source code are available at <a href="http://siemens.com/grid-software/terms-of-use">http://siemens.com/grid-software/terms-of-use</a>.</p>
Specific Terms for Connected Assets	<p>Notwithstanding Section 3.4. of the UCA, where Customer intends to connect or have connected any of his facilities via remote connectivity to the Offering, (the Customer’s Assets, e.g. smart meters), Customer acknowledges that Customer is and remains at all times in control of and solely responsible for the Customer’s Assets and the condition and operation of the facilities where the Customer’s Assets are located. The Services are not intended to substitute the proper surveillance of the Offering and the Customer’s Assets by Customer.</p> <p>Reports, concepts, suggestions and recommendations contained in the Offerings are created by Siemens based on experience and the Asset Data or other information provided by the Customer. The interpretation, implementation and utilization of reports, concepts, suggestions or recommendations from Siemens is the sole responsibility of the Customer. Siemens does not assume any liability, warranty or guarantee for the feasibility or usability of reports, concepts, suggestions or recommendations, nor for actions or omissions based on the reports, concepts, proposals or recommendations.</p>

Specific Terms  
for Remote Service

Customer acknowledges that the use of VPN technology or any means for secured remote login, remote engineering, or data transfer in connection with the use of the Offering ("Remote Service") may only be used by the Customer if the Customer is the owner of the system or data that is accessed or transferred by the Remote Service or is legally authorized by the owner of such systems or data to have them accessed or transferred by such Remote Services. Customer acknowledges further that the use of such Remote Services may be subject to local restrictions or prohibitions including but not limited to those regarding encryption (e.g. use of tunnels), data sensitivity (e.g. production-related data), or cross-border traffic in certain countries. It is Customer's responsibility to check if such local restrictions or prohibitions apply and to use the Offering in compliance with applicable law.

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Specific Terms  
for No- Charge Offerings

In addition to Section 3.6 of the UCA Siemens may also change, limit, suspend, or terminate any No-Charge Offerings at any time. Customer acknowledges that No-Charge Offerings are not ready for production usage, and that Customer's use of any No-Charge Offering is at its sole risk and discretion.

**SUBSCRIPTION TERM and  
CHANGES TO THE SERVICES**

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Subscription Term

The regular Subscription Term for the Offering is 36 months, unless otherwise agreed in the order process. The Subscription Term renews automatically in accordance with Section 10.1 UCA for 12 months.

The fees during any renewed Subscription Term will be the same as those charged during the preceding Subscription Term plus an increase by 5 %, unless (i) Siemens notifies Customer about different future fees at least 90 days prior to the end of the then-current Subscription Term or (ii) different increase of fees for the renewed Subscription Term(s) are specified on the Order.

The Subscription Term for No-Charge Offerings is limited to 1 (one) month and will automatically terminate after expiry of this one month period unless a different date is agreed in writing by both parties.

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Commencement Date	<p>The Subscription Term and the obligation to pay the agreed Subscription Fees shall commence 15 working days after receipt of the order confirmation. The Customer shall provide Siemens with the necessary information required by Siemens to be able to commence the activation of the software service for Customer. Delayed commencement of the services not entirely due to Siemens negligence shall not relieve Customer from his obligation to pay Subscription Fees.</p>
Change between packages (Upgrade / Downgrade)	<p>Upon Customer´s request, Siemens may adapt the selected subscription package. Any change to a higher- value subscription package (“Upgrade”), e.g. from Small to Medium/Large, can be conducted at any time and shall usually become effective within one working day following the day on which the change was accepted by Siemens. The Upgrade is effective for the then current Subscription Term, prices for the remaining period are adjusted with the day of implementation by Siemens. However, any requested change to a lower-value subscription package (“Downgrade”), e.g. from Large to Medium/Small, can only be requested by the Customer prior to renewal of the Subscription Term in accordance with UCA Section 10.1 for the next following Subscription Term. Changing the system configuration to accommodate larger or smaller subscription shall be communicated and may be conducted as part of a system update.</p>
Effect of expiration and termination	<p>Notwithstanding Section 10.4 of the UCA, Siemens offers to the Customer to support data transfer after expiration or termination for up to three (3) months for additional fees on time and material basis and under separately agreed terms.,</p>
Sector specific regulations and Change of Law	<p>Siemens provides the Cloud Services in accordance with recognized state-of-the-art European data protection and cyber security standards. Customer is responsible and will ensure that the Cloud Services can be used as contemplated by this Agreement without violating any applicable, country-specific mandatory laws or regulations (including but not limited to any energy sector specific regulations). The Customer shall inform Siemens about any applicable, country-specific mandatory laws or regulations that apply to the Cloud Services or the Customer using the Cloud Services.</p>

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**Monitoring, Reporting**

Regarding user-provided Customer Content, Siemens will not engage in moderation, nor employ guidelines, procedures, measures, tools, or algorithmic decision-making for content moderation.

If there is content on our Cloud Services that Customer or any Authorized User considers illegal, please refer to <https://www.siemens.com/global/en/products/energy/grid-software/digitalservicesact.html>

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**PAYMENT TERMS****General**

The fee for the booked Subscription package is invoiced annually in advance. Additional fees for Upgrades will be calculated on a daily basis and are fully invoiced immediately after activation of the Upgrade.

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**SERVICE LEVELS****Agreed Service Level**

Commercially reasonable efforts will be used to provide at least 98,5% monthly Uptime Percentage for the production environment. "Monthly Uptime Percentage" means the percentage of the Service being available on average during a calendar month, based on internal availability measurements. Monthly Uptime Percentage excludes downtime resulting directly or indirectly from any SLA Exclusions.

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**Service Level Exclusions ("SLA Exclusions").**

Service level commitments exclude downtime resulting directly or indirectly from any SLA Exclusions. SLA Exclusions" means unavailability or any other performance issue causing downtime of the Cloud Services as a result of:

- (i) scheduled maintenance;
- (ii) downtime for which at least 24 hours prior notice is provided to Customer;
- (iii) factors outside Siemens' reasonable control;
- (iv) actions or inactions of Customer or any third party;
- (v) any equipment, software or other technology not provided by Siemens; or
- (vi) suspension or termination of Offerings in accordance with the Agreement

**Support**

## Contact

Customer may contact Siemens' Technical Support organization as primary point of contact for support in relation to Gridscale X. All Support inquiries, information on Gridscale X products and status updates of your opened tickets must be made through the Support portal.

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## Scope of Technical Support

All requests for customer support are managed by Siemens in the form of tickets reported via the support portal. SLA specifications as set forth in this section determine the timeframe set to react, respond, and resolve the tickets based on their severities. Only the Authorized Users within Customer are entitled to create tickets with Siemens via the support web portal. Tickets may also be proactively created by Siemens to report, manage and communicate planned and unplanned outages. Using this approach Customer will be informed about the ticket resolution progress.

The ticket originator (Requester) will be required to provide their name, a description of the Incident and the impact and urgency of the Incident. Customer will initially classify each support case according to the priority classes set out below. Unclassified support cases will be considered "Medium". The final priority classification will be at the sole discretion of Siemens. In case the details provided are insufficient, the Authorized User will be requested to provide further relevant information. The time spent waiting for additional information from Customer will not be part of the incident resolution calculation.

Siemens customer support organization engagement will follow a structured process where:

- The issue is analyzed, and a decision is made whether the issue is a solution defect or an expected behavior.
- If the issue is a solution defect, it may be corrected by Siemens as part of the service fee.
- If the issue is an expected behavior, but Customer wishes to pursue a functional change, a change request is initiated by Siemens. If such change request will result in additional charges, Siemens shall provide a cost estimate for such additional charges. Siemens shall not proceed with work until Customer authorizes such additional charges using the process outlined in this Agreement.

During weekends and Siemens holidays, an on-call service is available to Customer for critical issues only (Severity 1 and Severity 2 Incidents). Current contact information is available in the support portal. At the signing of this contract, the contact information is:

**Language** English only

**Support Portal** Available 24x7  
<https://gridsphere.freshservice.com>

Support is provided remotely from one of the Siemens delivery centers.

Siemens support is broadly structured into 3 types:

- Self-support, in form of a knowledge base and automated first level support
- Customer support by the customer support desk
- Proactive support, by identifying the issues and addressing them before they become a problem

The scope of support is limited to Incidents arising in Gridscale X. Any Incidents reported for third-party products outside or for end user data errors are excluded from the scope of support.

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Incident prioritization, response and resolution

The Response and Resolution Times specified in the Table below apply only to Incidents reported for the production environment and are defined as follows:

**Target Response**

A first response with an initial assessment has been provided by the customer support organization.

**Target Resolution**

Reported incident either has a resolution, a workaround or an agreed path towards resolution.

**Final Resolution**

Issue is resolved. The associated timeframe may depend on the nature of the permanent resolution path. The resolution time may take longer, especially when Software code corrections are required.

Siemens will make reasonable efforts to meet Target Response Times in the agreed timeframes. Target Estimated Resolution Time and Target Estimated Final Resolution Time are estimates only.

The response and resolution times as described above refers to the period within which Siemens begins the processing of a Customer request. The period begins with the receipt of the corresponding request via Ticketing System within the regular service hours and ends with the first feedback to the Customer. The target response and resolution times run exclusively during regular service hours and only apply to requests made via Ticketing System. If a request is received outside of regular service hours, target response and resolution times begin with the start of the next regular service time.

For the Incident Response and Resolution calculation, hours and days are defined as follows:

**Hours (h)** 24 hours, seven days a week.

**Business Hours (bh)** 08:00 AM – 5PM,  
Monday to Friday CET, excluding holidays observed at Siemens delivery centers.

**Business Days (bd)** Monday to Friday, business hours  
CET, excluding holidays observed at Siemens delivery centers.

The objective is to restore service operations as quickly as possible within the boundaries of the SLA.

Severity	Target Response Time	Target Estimated Resolution Time	Target Estimated Final Resolution time
Severity 1	2 h	4 h	5 bd
Severity 2	3 h	8 h	10 bd
Severity 3	8 bh	Reasonable efforts	Reasonable efforts
Severity 4	3 bd	Reasonable efforts	Reasonable efforts

Prioritization of tickets

The processing of Incidents depends on their severity. Siemens either confirms the severity proposed by the Customer or adjusts it with a justification. If the Customer does not agree with the severity specified by Siemens, Customer can address in accordance with the escalation scheme.

The following outlines the characterization to determine the severity:

Severity	Definition
Severity 1	The entire service/application is down/unavailable/unusable. All Authorized Users are impacted.
Severity 2	Service/application inoperable/data corrupted – an application in the Siemens system is not working or has limited capability, and the problem significantly impacts the Customer, but a workaround exists to get around the problem.
Severity 3	A feature not working as documented – service/application has issues that can impact Customer but that do not stop Customer from performing daily

	business. Or, issues for which there is a reasonable workaround.
Severity 4	All other Incidents

Escalation of Issues / Tickets

Siemens will provide relevant progress updates through the ticket and reasonable efforts to resolve Incidents within the specified timelines. In the event that this is not the case or in case of a dispute the following escalation matrix will apply:

Level	Function	Contact
Level I	Customer Success Manager	Assigned during provisioning
Level II	Head of Global Customer Support	Triggered through support portal

**Remedies**

Service Credits

Siemens will provide service credits to Customer based on actual annual Service Availability in accordance with the following tables:

Service Credits for Availability	
Uptime Percentage	Service Credit % of Annual Fee
>=98.5	0%
<98.5% and >=97.5%	1.5%
< 97.5%	2.5%

**Service Credits for incident Ticket responses for Response Times**

Incident Severity	Credit Condition	Service Credit % of Annual Fee
Severity 1	At least 1 (one) violation <b>in 1 (one) calendar month</b> of Target Response Time	0.5%
Severity 2	At least 1 (one) violation <b>in 2 (two) successive calendar months</b> of Target Response Time	0.25%
Severity 3 or Severity 4	At least 1 (one) violation <b>in one (1) service quarter</b> of Target Response Time	0.1%

The maximum of claimable service credit is capped, each year during the Subscription Term, at 5% of the applicable annual subscription fee.

Service credits will be applied to Customer's next invoice or refunded in the event of termination or expiration of the subscription. For purposes of calculating service credits in accordance with this section, the "Annual Fee" is the amount paid for the Gridscale X SaaS subscription fee over the calendar year for which the Service Availability was calculated. Upgrades and Downgrades are excluded from the calculation. Siemens records and data will be the sole basis for all Service Credit calculations and determinations. To receive a Service Credit, Customer must submit a written request to Siemens within thirty (30) days of the Customer receiving the annual Service Availability report. Any requests not submitted by Customer within the specified time period may be denied by Siemens, and Siemens will have no further obligation to Customer with respect to such failure. In the event of any dispute between the parties regarding the Service Availability, the parties will coordinate in good faith to resolve any such dispute using available data and reporting.

The remedies provided in this section will be Customer's sole and exclusive remedies with respect to availability of the Cloud Services and the provided support for incidents.

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#### Obligations to support

The Customer will assist Siemens in the performance of Services free of charge. Essential obligation of the Customer to cooperate is in particular to provide relevant information to enable Siemens' Support to reproduce,

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troubleshoot and resolve the experienced error such as, by way of an example, instance name, username, form name and screenshot.

If the Customer violates his obligations to cooperate or is in arrears performing his responsibility, Siemens' obligation to perform Services shall be suspended until these issues are resolved. This applies especially when Services cannot be performed or only with disproportionate additional expenditures.

### **Export Control Regulations of the Gridscale X products**

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Siemens Grid Software

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