

Cloud Support and Service Level Framework



Siemens Digital Industries Software

This Cloud Support and Service Level Framework (“**Cloud SLA**”) applies solely with respect to Cloud Services as indicated in the applicable Supplemental Terms or an Order agreed between Customer and Siemens. This Cloud SLA together with the underlying agreement and other applicable Supplemental Terms form the agreement between the parties (“**Agreement**”).

1. SUPPORT AND SERVICE LEVELS

Siemens offers support and service levels in three tiers: Standard, Silver, and Gold. As described further in this Cloud SLA, each tier provides Customer with respective benefits regarding (i) Support Hours and Response Times; (ii) Availability, and (iii) support measures for maintaining uptime of the Cloud Services. The applicable tier will be indicated in the Order; if no tier is indicated in an Order for paid Cloud Services generally made available by Siemens, support and service levels will be provided according to the Standard tier. Silver and Gold tiers may not be available for all Cloud Services.

2. TECHNICAL SUPPORT

Siemens’ support organization is Customer’s primary point of contact for Cloud Services support. Technical support is provided in English, with other languages available at the sole discretion of Siemens.

2.1 **24/7 Online Support.** At any time, Customer may create, manage, and review support case requests (sometimes referred to as ‘incident requests’), and may review the status of incidents affecting several Customers via the Siemens Support Center portal (“**Support Center**”) by using the support link embedded in the Cloud Services or by accessing Support Center at <https://support.sw.siemens.com>. Customer may find additional information on support details for certain Cloud Services in Support Center. Support cases will be updated via Support Center.

2.2 **Standard Support Hours.** Customer may receive telephone support by calling either the support center that supports the applicable Cloud Services or the local support center for Customer’s geographic area, as set forth in Support Center. Unless otherwise specified in Support Center, support is available during the Support Hours identified below (excluding local holidays) for the support center that covers the geographic area in which Customer is located, which can be found at <https://www.plm.automation.siemens.com/global/en/support/>. In Support Center, Customer also may log Cloud Services support requests, report suspected errors, monitor progress on requests, exchange information on a community forum, and access release notes and other information on Cloud Services. If reasonably requested by Siemens, Customer will allow Siemens to provide support via remote screen-sharing technology.

Standard Support Hours

Standard	Silver	Gold
8 hours x 5 days per week EST, CET, JST*	12 hours x 5 days per week EST, CET, JST*	24 hours x 7 days per week

* EST = Eastern Standard Time; CET = Central European Time; JST = Japan Standard Time

2.3 **Technical Contact.** Siemens may require Customer to designate one or more employees as technical contacts for support. The employee(s) will be trained on the applicable Cloud Services and will serve as the primary contact(s) for requesting and receiving support.

2.4 Customer Response Level.

Siemens’ technical support staff will use commercially reasonable efforts during Standard Support Hours (unless otherwise noted below) to provide a first response to a support case request in accordance with its classification within the time periods set out below on a first-come, first-served basis. Support cases are escalated based on severity and complexity. 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.

Priority classes	Support Center Definition	Description	Standard Targeted Response Time	Silver Targeted Response Time	Gold Targeted Response Time
Critical (Priority 1)	Cloud Services are down entirely. All Users affected.	The Cloud Services are currently inoperative and stop all Customer activities. Continued use of several critical functions of the Cloud Services is not possible. A functionality or access problem reported on a test/sandbox environment will not be considered critical.	2 hours	2 hours 24 hours x 5 days per week	1 hour

High (Priority 2)	Operation of Cloud Services is severely degraded, or major components are not available. Significant User impact.	A major functionality loss of individual service components within the deployment, but the Cloud Services remain operational. A problem that severely affects or restricts significant functionality of the Cloud Services and impacts continued usage. The problem is time-sensitive and may be causing an immediate functional or work stoppage. Any errors reported on a test/sandbox environment will never be considered high.	4 hours	4 hours 24 hours x 5 days per week	4 hours
Medium (Priority 3)	Minor functionality impact, usage continues. Some non-essential features of the Cloud Services are impaired or subject to interruptions while most vital components of the service remain functional. Minimal user impact.	A functionality issue exists but Customer's operations can continue, or a non-business-critical function is not performing properly. The problem can be time-sensitive, but it is not causing an immediate work stoppage; usage can continue in a restricted fashion, and/or a workaround exists.	Next business day	Next business day	6 hours 8 hours x 5 days per week
Low (Priority 4)	Support information/questions, enhancement requests, problems that are minor and clearly have little to or no impact on the normal operation of Cloud Services. No or minimal user impact.	A request or question for a problem of minor impact, general support, or information on Cloud Services. There is no impact to the operation of the Cloud Services.	Reasonable effort	Reasonable effort	Next business day

2.5 The following types of incidents are excluded from the scope of support for Cloud Services, but Customer may revert such requests to the sales team(s) for resolution:

- (i) incidents regarding a release, version, and/or functionalities of a service developed or configured specifically for Customer (unless otherwise expressly set forth in an Order);
- (ii) incidents ascribed to a consulting or training request ("how-to"). These are covered by the online user documentation;
- (iii) incidents ascribed to a custom development request.

3. SERVICE LEVEL AGREEMENT

3.1 **Monthly Availability.** For paid Cloud Services generally made available by Siemens, Siemens commits to the following Monthly Availability.

Standard	95%
Silver	99.50%
Gold	99.95%

3.2 The Monthly Availability will be calculated as follows:

Monthly Availability (%) = Uptime during a Month / Total Time during a Month

Month	Means a calendar month
Monthly Availability	Means the percentage of time the Cloud Services are available on average during a Month, based on Uptime and Total Time.

SLA Exclusions	Mean unavailability or any other performance issue causing downtime of the Cloud Services as a result of: (i) Scheduled maintenance within a Regular Maintenance Window; (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 Cloud Services in accordance with the Agreement.
Total Time	All of the time during a Month (in minutes), less any time attributed directly or indirectly to SLA Exclusions.
Uptime	All of the time during a Month (in minutes) when the Cloud Services are available for production use (i.e., user logon and access and use of user interfaces).

3.3 **Regular Maintenance Window.** Unless otherwise specified in Support Center, Cloud Services have a Regular Maintenance Window weekly per served region as follows:

European Union: 4:59am CET Saturday – 4:59pm CET Saturday

United States: 11:59pm EST Saturday – 11:59am EST Sunday

Japan: 11:59pm JST Saturday – 11:59am JST Sunday

Siemens reserves the right to extend or change the times of the Regular Maintenance Window. Siemens will use commercially reasonable efforts to notify Customer at least seven days prior to any such change or any scheduled maintenance.

3.4 **Remedies.** Customer must submit to Siemens a support case within 30 days after the end of each relevant Month in which Siemens did not meet the Monthly Availability. Any claims 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 to meet the Monthly Availability. If Siemens is unable to meet the Monthly Availability for Cloud Services contained in the same Offering three or more times in a calendar year, then Customer will have the right to terminate the Order for the non-conforming Offering. In the event of such termination, Siemens will refund any prepaid fees for the applicable Offering on a pro-rata basis for the remainder of the Subscription Term for that Offering. The remedies provided in this section will be Customer's sole and exclusive remedies with respect to availability of the Cloud Services.

4. UPTIME SUPPORT MEASURES

For paid Cloud Services generally made available by Siemens, Siemens operates Cloud Services based on the following framework and processes.

	Standard	Silver	Gold
Business Continuity Window (RTO)* ¹	<24 hours	<24 hours	<2 hours
Data Backup (RPO)* ²	<24 hours	<12 hours	<2 hours
Data Retention	Daily for 2 Weeks Monthly for 3 months	Daily for 30 days Monthly for 6 months	Daily for 30 days Monthly for 1 Year

*¹ RTO = Resolution Time Objective, e.g. disaster impacting single availability zone allowing for Cloud Services to be stood up or switched to secondary availability zone.

*² RPO = Resolution Point Objective for frequency of Data Backup. Where applicable, Data Backup will be done across multiple availability zones in a single region.