

SOFTWARE AS A SERVICE (SaaS) SUPPLEMENTAL TERMS

Siemens Digital Industries Software



These Software as a Service Supplemental Terms (“**SaaS Terms**”) amend the Universal Customer Agreement (“**UCA**”) between Customer and Siemens solely with regard to Offerings which have been assigned the alphanumeric code “SAAS” on the Order. These SaaS Terms together with the UCA and other applicable Supplemental Terms form the agreement between the parties (“**Agreement**”). Offerings under these SaaS Terms primarily consist of Cloud Services.

1. DEFINITIONS

Capitalized terms used herein have the meaning as defined elsewhere in the Agreement. The following additional definitions apply to these SaaS Terms:

“**Affiliate**” means any entity that controls, is controlled by, or is under common control with Customer; in this context, “control” means ownership, directly or indirectly, of a majority of the outstanding equity of an entity.

“**Asset**” means any physical device or component of a physical device that is configured in or through the Offering or otherwise identified in the Offering to upload data to or exchange data with the Offering. A single machine can consist of several Assets.

“**Authorized Agent**” means an individual who requires access to the Offering in support of Customer’s or Customer Affiliates’ internal business as consultant, agent, or contractor, or who is otherwise expressly permitted in these SaaS Terms to access and use the Offering.

“**Authorized User**” means Customer’s and its Affiliates’ employee or Authorized Agent. Each Authorized User must use a unique user identification to access and use the Offering, unless a generic logon is expressly permitted in these SaaS Terms or applicable Documentation. User identifications may not be shared with other individuals.

“**High Risk System**” means a device or system that requires enhanced safety functionalities such as fail-safe or fault-tolerant features to maintain a safe state where it is reasonably foreseeable that failure of the device or system could lead directly to death, personal injury, or catastrophic property damage. High Risk Systems may be required in critical infrastructure, direct health support devices, aircraft, train, boat, or vehicle navigation or communication systems, air traffic control, weapons systems, nuclear facilities, power plants, medical systems and facilities, and transportation facilities.

“**Territory**” means worldwide (subject to Customer’s obligations in the Agreement regarding compliance with export controls), unless a geographic area is specified on the Order.

2. GENERAL

2.1 **Authorized Access and Use.** Each Offering may be accessed and used only by Authorized Users in the Territory for the Subscription Term, solely in accordance with the Entitlements and the Agreement. Indirect use of an Offering via hardware or software used by Customer does not reduce the number of Authorized User entitlements that Customer needs to acquire.

2.2 **Changes to Supplemental Terms. Enhancement of Offerings.** Siemens may only update these SaaS Terms during a Subscription Term, provided any such update does not (i) have a material adverse effect on Customer’s rights (e.g. with respect to Entitlements or service levels) or (ii) result in a material degradation of the security measures maintained by Siemens with regard to the Cloud Services or Customer Content. The foregoing shall not limit Siemens’ ability to make changes to these SaaS Terms (i) to comply with applicable law, (ii) address a material security risk, (iii) to reflect changes made to the Offering in accordance with any change provision in the Agreement, or (iv) that are applicable to new features, supplements, enhancements, capabilities or additional Cloud Services or Software provided as part of Customer’s subscription to the Offering at no extra charge. When Customer uses any such new feature, supplement, enhancement, capability or Cloud Services or Software, the then-current SaaS Terms available at www.siemens.com/sw-terms/supplements shall apply to such use. In all other cases, if an update of the Supplemental Terms during a Subscription Term applies to Customer, Siemens will use commercially reasonable efforts to notify Customer at least 90 days prior to such change or as agreed elsewhere in the Agreement.

2.3 **Test Updates.** Certain Offerings provide updates which will first be made available to Customer in a test instance for Customer’s review prior to deploying such update in production (“Test Update”). Siemens will give Customer notice when a Test Update is first available and the date when the production environment of the Offering will be updated. Customer’s entitlement to use any Test Update in a test instance is limited as provided in the Agreement with the expectation that Customer will provide feedback to mitigate any concerns when the production environment is subsequently updated. Updates to the production environment for Offering will occur on a fixed date for all Customers.

2.4 **High Risk Use.** Customer acknowledges and agrees that (i) Cloud Services are not designed to be used for the operation of or within a High Risk System if the functioning of the High Risk System is dependent on the proper functioning of the Cloud Services and (ii) the outcome from any processing of data through the use of Cloud Services is beyond Siemens’ control. Customer will indemnify Siemens, its affiliates, its sub-contractors, and their representatives, against any third party claims, damages, fines and cost (including attorney’s fees and expenses) relating in any way to any use of a Cloud Service for the operation of or within a High Risk System.

3. ENTITLEMENT METRICS AND LIMITATIONS

The following permitted use metrics and limitations may be indicated in the Order to apply with respect to Offering Entitlements. Additional specifics on Entitlements may be provided in an Order or in the Documentation for an Offering. This may include information such as applicable limits or other attributes and metrics, prerequisites, or scaling factors for the pricing such as number of 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.

- 3.1 **“Backup”** means that the Entitlements for the Offering have been granted solely to support redundancy on Customer’s backup or failsafe installations or environments.
- 3.2 **“Credit”** means a pre-paid unit which any Authorized User can convert into a right to access and use the Offering or certain additional functionalities, applications and/or modules of the related Offering designated on the Order. Credits can be consumed during the Subscription Term of the applicable Offering and are not re-usable. The specific functionalities, applications and modules that can be accessed and the quantity of Credits required, and any other details are described in the Documentation.
- 3.3 **“Named User”** means that access to the Offering is restricted to a specific Authorized User identified by name. Customer may re-assign the Named User entitlement to access and use the Offering from one Authorized User to another Authorized User once per calendar month.
- 3.4 **“Floating” or “Concurrent User”** means that access to the Offering, at any given moment is limited to the number of Authorized Users for whom access entitlements have been acquired as per the Order.
- 3.5 **“Per Asset”** means that the Entitlements for the Offering are restricted to the number of Assets for which connection rights have been acquired, which means that only that number of Assets can exchange data with the Offering. A Per Asset Entitlement may be further restricted:
- to a maximum number of data points or (“tags”) per Asset, if a number of data points or tags is specified in the Order;
 - to a maximum number of server instances (“Servers”), if a number of Servers is specified in the Order;
 - to a maximum number of instances of sensor software (“Sensors”), if a number of Sensors is specified in the Order; and
 - to a maximum number of instances of agent software (“Agents”), if a number of Agents is specified in the Order.
- Per Asset Entitlements cannot be shared by or between multiple Assets. Indirect data exchange with the Offering via hardware or software used by Customer does not reduce the number of Asset entitlements that Customer needs to acquire.
- 3.6 **“Per Product”** means that the Entitlements for the Offering are restricted to the number of Siemens Offerings or third-party products to which the Cloud Service is interfaced on a one-to-one User basis.
- 3.7 **“Per Server”** means that the Entitlements for the Offering are restricted to a single physical or virtual server instance.
- 3.8 **“Test/QA”** means that the Entitlements to the Offering have been granted solely for the support of ongoing installation customization, support and testing, and may not be used in a production environment or for any other purpose.
- 3.9 **“Token”** means a pre-paid unit which any Authorized User for the related Offering can temporarily convert into a right to access and use the Offering or certain additional functionalities, applications and/or modules of the related Offering designated on the Order. The specific functionalities, applications and modules that can be accessed and the quantity of Tokens required, and any other details are described in the Documentation. When Tokens are applied by one User, those Tokens will not be available until this Authorized User ceases to use the functionalities, applications or modules which have been accessed.
- 3.10 **“Value Based License”** means a Token for a particular Offering designated on the Order Form.

4. SPECIFIC TERMS

The following additional terms apply solely to those Offerings that pertain to the respective product families listed below.

- 4.1 **Additive Manufacturing Network (AMN)**. In addition to the right granted to Customer to access and use the Offering for its internal business purposes, Authorized Users shall also be entitled to access and use the AMN Offering to pursue Customer Transactions via the AMN Offering. Authorized Users shall include employees of Customer’s customer located in the Territory whom Customer entitles to pursue Customer Transactions via Customer’s subscription to the AMN Offering. **“Customer Transaction”** means any marketing, offer, sale or purchase of products or services by Customer to or from (i) an Authorized User or (ii) a third party that has its own current subscription to the AMN Offering, as facilitated by the use of the AMN Offering.

Any contractual relationship regarding Customer Transactions is solely between Customer and such third party and may be governed by separate terms made available with or as part of the respective Customer Content or Third Party Content. Siemens will have no responsibility for Third Party Content or Customer’s use of such Third Party Content. Customer is an independent supplier or buyer and bears all economic opportunities and risks related to Customer Transactions. Customer shall ensure that Customer, and not Siemens, is identified as the contracting party to any Customer Transaction. Customer shall be solely responsible for all billing and collection or delivery in relation to Customer Transactions. Customer will indemnify Siemens, its affiliates, its subcontractors, and their representatives, against any third party claims, damages, fines and cost (including attorney’s fees and expenses) relating in any way to (i) any Customer Transaction, including any refund, cancellation or return, and (ii) Customer’s tax obligations or other applicable charges in relation to any Customer Transaction, or the collection, payment, or failure to collect or pay any taxes or other applicable charges in relation to any Customer Transaction, or Customer’s failure to meet tax registration obligations or duties.

- 4.2 **PlantSight, COMOS Walkinside and Asset Performance Suite (APS)**. Certain packaged Offerings of PlantSight, COMOS Walkinside or APS are limited by Entitlements stated in the Order, which shall be defined as follows:

- **“Industrial Plant”** means an industrial facility at the same location and postal address which is owned, planned, operated or managed in whole or in part by Customer for a specific industrial business purpose. An Industrial Plant may consist of several buildings.

- “**Tag**” means a piece of data identifying a physical object in an Industrial Plant that Customer determines to be relevant for the operation of the Industrial Plant. Tags can include measurement points, set points and control points of a plant (for example a pump, valve, instrument, pipeline, but usually not an elbow, gasket, bolt or nut).

Certain features for operations intelligence use cases require a Subscription for XHQ and a respective managed service activity which need to be purchased separately.

- 4.3 **PCBflow.** PCBflow Offerings are made available on a Per Unit basis only. “Unit” is a package including a maximum amount of DFM Reports per month as set out in the Order. “**DFM Report**” means an analysis which Authorized Users have generated, reviewed and/or downloaded with the PCBflow Offering during the respective month. This analysis reflects and documents any differences between the manufacturer classification set provided by a manufacturer user and the designer’s file DFM provided by a designer user to the PCBflow Offering.

5. DATA CENTER LOCATIONS

- 5.1 **Data Storage Options.** Per default, Customer Content at rest will be stored within certain major geographic areas (each an “Area”) as specified below. If Siemens offers Customer choices and Customer selects a specific Area for the provisioning of the Offering, Siemens will store Customer Content at rest within the selected Area. Siemens does not control or limit the regions from which Customer may access or move Customer Content.

5.2 Available Areas

Subject to Customer’s choice, data-at-rest uploaded to Siemens’ Cloud Services will be hosted in data centers located in the following regions:

- European Union
- United States of America
- Japan

Data-at-rest stored on PlantSight, COMOS Walkinside, Asset Performance Suite, SIMATIC AX, AX 4, Supply Management, Industrial Asset Hub, Senseye, SIWA Leak Finder, gPROMS Web Applications Platform and SINEC Security Guard will be hosted in the European Union.

Siemens may at any time make additional Areas and data center locations available, which will then be listed at <https://status.sw.siemens.com/>. For certain Cloud Services, Siemens may at its reasonable discretion make additional Areas available upon Customer’s request.

6. SUPPORT AND SERVICE LEVELS

Maintenance, enhancement, and technical support services for any Software parts of the Offering (“**Maintenance Services**”) are governed by the terms found at <https://www.siemens.com/sw-terms/mes>, which are incorporated herein by reference. Siemens’ technical support for the Cloud Services parts of the Offering and the applicable service levels are governed by the Cloud Support and Service Level Framework available at www.siemens.com/sw-terms/sla, which is incorporated herein by reference with the following portfolio specific deviations:

6.1 Digital Logistics AX4 and Supply Chain Suite

6.1.1 Regular Maintenance Windows for AX4 and Supply Chain Suite

For AX4 and Supply Chain Suite, Siemens will notify Customer at least 3 days before any Regular Maintenance Windows, which will usually occur no more than once per month and only on Saturdays. For these products, Regular Maintenance Windows will cause Cloud Services to be unavailable for no more than 4 hours (typically between 8 PM and 11:59 PM CET or between 8 PM and 11:59 PM in the time zone where the server is located).

6.1.2 Maintenance and Support for Customization of AX4 and Supply Chain Suite

Incidents regarding a release, version, and/or functionalities of a service developed or configured by Siemens specifically for Customer are included in the scope of support for Cloud Services.

6.2 PlantSight, COMOS Walkinside, APS, SIMATIC AX, Industrial Asset Hub, Industrial Engineering Copilot, gPROMS Web Applications Platform and SINEC Offerings

6.2.1 Customer Response Level

The Targeted Response Times for PlantSight, COMOS Walkinside, APS, gPROMS Web Applications Platform and SINEC Offerings are the following:

Priority Classes	Standard Support Targeted Response Time during Standard Support Hours
Critical	2 hours
High	8 hours
Medium/General	48 hours
Low	48 hours

6.2.2 PlantSight, COMOS Walkinside, APS, gPROMS Web Applications Platform and SINEC Offerings Service Level Agreement

The following additional SLA Exclusions will apply to PlantSight, COMOS Walkinside, APS, gPROMS Web Applications Platform and SINEC Offerings:

- (i) incidents occurring during or related to preview, pre-release, beta or trial versions of a feature; and
- (ii) incidents resulting from the use of sandbox, proof-of-concept, development, quality analysis, or other non-production systems unless explicitly included or authorized by Siemens.

6.2.3 Regular Maintenance Window for PlantSight, COMOS Walkinside, APS, SIMATIC AX, Industrial Asset Hub, Industrial Engineering Copilot, gPROMS Web Applications Platform and SINEC Offerings

Customer will be given notice of Regular Maintenance Windows which will be used to apply required patches to the IT infrastructure to ensure the continued security, availability and performance of the system. The exact timing of the maintenance should (in general) be outside of regular business hours for Customers located in time zones of Central Europe and the lower 48 states of the United States of America.

6.2.4 No Uptime Support Measures

SIMATIC AX, Industrial Asset Hub and SINEC Offerings do not provide Uptime Support Measures (e.g. Business Continuity Window, Data Backup and Data Retention) as identified in the Cloud Support and Service Level Framework.

6.3 Senseye Predictive Maintenance

6.3.1 Business Continuity Window for Senseye Predictive Maintenance

For Senseye Predictive Maintenance the Business Continuity Window (RTO) for Standard support and service level will be less than 48 hours.