

GRIDSCALE X™ DER INSIGHTS

# Product Supplemental Terms

[www.siemens.com/grid-software](http://www.siemens.com/grid-software)

**SIEMENS**

# Gridscale X™ DER Insights

## Product Supplemental Terms

These Product Supplemental Terms for the Gridscale X™ DER Insights (“**Product Supplemental Terms**”) set out additional terms and conditions for the subscription to application of **DER Insights** as described within the following document 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 the agreement between the parties (“**Agreement**”). **DER Insights** constitutes an Offering within the meaning of the UCA.

### General

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Order of Precedence	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: <ul style="list-style-type: none"> <li>(i) Order Form</li> <li>(ii) Product Sheet</li> <li>(iii) Product Supplemental Terms</li> <li>(iv) DS Terms</li> <li>(v) Professional Services Supplemental Terms</li> <li>(vi) UCA</li> </ul>
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Definitions	Capitalized terms used herein have the meaning as defined elsewhere in the Agreement including the UCA and DS Terms.
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### Use of Offering

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<i>Authorized Access and Use</i>	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 the number of users as defined in the Entitlement being 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.
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	<p>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 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 the DS 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 the DER Insights SaaS solely in US and Canada (the "Territory") unless explicitly agreed otherwise.
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 United States 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:</p> <p><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 organisational measures" and "III. List of approved Subprocessors") shall apply. The current version of the Data Privacy Terms and the</p>

product-specific annexes I-III are available at the following website: <https://www.siemens.com/dpt/si>

Customer Content	Notwithstanding Section 5.6. of the UCA, Customer is responsible for: (i) the transfer or copying of content to data centers outside your country of residence in compliance with laws; (ii) taking your 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.
Documentation	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 number of Authorized Users or 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.
<i>Specific Terms for Connected Assets</i>	<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, telemetry 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 VPN Tunneling*

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.

*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 SERVICES**

## 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 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.

## Commencement Date

The subscription term starts with hand-over of access credentials to Customer or a different date is agreed in writing by both parties ("Effective Date"). The Customer shall provide Siemens with the necessary information described in Appendix 1 Activation Checklist ("Checklist") within 30 days upon Siemens request in order

	<p>for Siemens to be able to commence the activation of the Offering for Customer. Siemens estimates to need approx. 15 working days for the activation tasks after receipt of the Checklist. Delayed commencement of the Cloud Services due to delayed provision of the Checklist by Customer shall not relieve Customer from his obligation to pay Subscription Fees. Subscription Fees are due 45 days after Siemens request for the Checklist or within 15 days after Effective Date and the receipt of an invoice by Siemens.</p>
<p>Change between packages (Upgrade / Downgrade)</p>	<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 subscriptions shall be communicated and may be conducted as part of a system update.</p>
<p>Sector specific regulations and Change of Law</p>	<p>Siemens provides the Cloud Services in accordance with recognized state-of-the-art data protection and cyber security standards that are based on European law. 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> <p>If applicable laws, rules and regulations, engineering standards and codes of practice, and decisions or guidance issued by courts or public authorities are amended or added to after the date of Agreement signature, Siemens shall be entitled to suspend the Cloud Services and to an</p>

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adjustment of the Agreement, including inter alia an adjustment of the pricing to reflect any additional costs to be incurred by Siemens, the time schedules and scope of Cloud Services, as necessary in order to compensate for any adverse effects or additional requirements deriving from such changes. The same applies for Changes of the Cloud Services after the date of Agreement signature that are necessary due to compliance with applicable, country-specific mandatory laws or regulations.

Siemens shall inform the Customer about Changes to the Cloud Services which result from applicable laws and regulations or changes thereof. Implementation of Changes of the Cloud Services shall be subject to mutual agreement.

In case Siemens realizes that even with commercially reasonable changes to the Cloud Services it cannot comply with applicable local laws, Siemens may terminate the Cloud Services with written notice with immediate effect. In the event of such termination of Cloud Services, 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.

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Effect of expiration and termination

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.

## **PAYMENT TERMS**

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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**

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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

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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 Services

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Contact

Customer may contact Siemens’ Technical Support organization as primary point of contact for support in relation to DER Insights. All Support inquiries, information on DER Insights 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 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://siemens-pss.freshdesk.com/en/support/home>

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 DER Insights including the grid model management functionality. 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 3 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 Siemens 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 periods. 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 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 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. If 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 onboarding
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 DER Insights 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.

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**Obligations to support**

The Customer will assist Siemens in the performance of Support Services free of charge. Essential obligation of the Customer to cooperate is in particular to provide relevant information to enable Siemens' Support to reproduce, 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 Support Services shall be suspended until these issues are resolved. This applies especially when Support Services cannot be performed or only with disproportionate additional expenditures.

**Export Control Regulations of  
the products in the  
DER Insights**

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Siemens Grid Software

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