

Gridscale X™ Prepay

Documentation

General

Value Proposition

Gridscale X Prepay is an empowering energy management solution that helps utilities protect their revenue and puts consumers in complete control of their utility budget. Gridscale X Prepay is a high-performance application processing meter data near-real time for electric, gas, and water utilities. It supports revenue protection and reduction of bad debts by optimizing cash-flow and reduce non-technical loss due to unpaid bills with recovery programs and prepayment plans. It supports additional Return-On-Invest (ROI) of the smart metering infrastructure investment by re-using smart meters for prepayment (CAPEX reduction) and remotely manage and switch postpaid and prepaid billing modes (OPEX reduction). Additionally, Gridscale X Prepay provides innovative white-label webportals and mobile applications which can be easily customized for utility needs for consumer engagement (SelfCare) to reduce cost for customer care.

In Delivery

Siemens makes Software available to Customer via electronic download from the [Prepay Download](#). Access credentials are provided automatically by e-mail to the appointed contact details by customer.

Description & functionalities

Functionalities

The following is an overview of functionalities available in the Gridscale X Prepay. Specific functionality contracted is listed in the Order Form.

Gridscale X Prepay Core System

- SupplierPortal
- TariffManager
- SmartEnergyRater (Core)

Gridscale X Prepay Optional Modules:

- SelfCare WebPortal
- Selfcare: Mobile Application for Android
- SelfCare: Mobile Application for iOS
- Merchant WebPortal
- Merchant: Mobile Application for Android
- Feature: MultiTenancy for additional tenants
- Feature: Service CatalogueAPI (SC-API)
- Feature: EventBasedRating (EBR)
- Feature: Dynamic Tariff (DYNT)
- Feature: Postpaid

Restrictions

License Grant. Subject to the terms and conditions identified in the Order Form, Siemens allows Authorized Users to access and use the executable form of the Software, to the extent to which the same has been enabled by Siemens through use of license key or other mechanism for use by Customer, in the Territory as defined in the Order Form. The license granted to Licensee shall be of the License Type and be subject to the License Metrics set forth in herein or in the Order Form. No title to or ownership in the Software is transferred to Customer. Title to the Software, and all applicable rights in patents, copyrights, trade secrets and other intellectual property rights inherent in the Software, will remain in Siemens or for third party elements used, with third parties from whom Siemens has obtained the right to license the Software. Siemens reserves all rights in the Software not explicitly granted herein.

The Software is licensed for the term stated in Order Form, with the configuration of the goods and operating system for which the Software is ordered and for the end-use purpose stated in the related Siemens operating documentation. Except as expressly provided herein, use of the Software in a time sharing, application service, or other computer service basis to a third party shall be prohibited. Modification or creation of derivative works of the Software or Third Party Software shall be strictly prohibited.

Cybersecurity and maintenance

Certificates

Cybersecurity certificates like ISO 9001, as well as other documents like STAR Registry Listings, can be found on Siemens' website (www.siemens.com/system-certificates) or external websites like <https://cloudsecurityalliance.org/star/registry/siemens-ag>. Cybersecurity certificates can also be obtained upon request.

Securities Advisories

Siemens investigates reports of security issues relating to Siemens products solutions or services and publishes Security Advisories for validated security vulnerabilities that directly involve Siemens products and require applying an update, performing an upgrade, or other customer action. As part of the ongoing effort to help manage security risks and help keep systems protected, Siemens discloses the required information necessary to assess the impact of a security vulnerability at www.siemens.com/cert.

Software Releases and Implementation Maintenance

Software Releases and Product Lifecycle Timelines. Software releases for Gridscale X Prepay software are defined as follows:

- Major Release means such functional modifications, improvements and enhancements to (a) the Software that Siemens in its discretion incorporates into the Software and licenses to its then-current customers and that are delivered to Customer by Siemens and (b) the Third-Party Software that the Third-Party Software manufacturer incorporates into its products and Siemens delivers to Customer. Major Releases are identified by the first digit of a two digit code following the name of the Software. Siemens may, in its discretion, identify Major Releases by increasing the number on the left side of the decimal point in a Software version numbering (e.g., "Version X.Y" is the Major Release X)

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- Minor Release means modifications to the Software delivered to Customer by Siemens in accordance with Siemens's maintenance and support policy set forth herein. Minor Releases are designated by the second digit of a two digit code following the name of the Software (e.g., "Version X.Y" is a Minor Release Y of Major Release X.)
 - Service Pack means a maintenance release, on a Major/Minor version. Service Packs may include defect fixes for reported issues and minor enhancements. Software Service Packs are designated by an "SP" following the two-digit code following the name of the Software (e.g., "Version X.Y SP Z" is Service Pack Z of Minor Release Y of Major Release X.).
 - Service Packs are the standard mechanism for delivering qualified software problem resolution for a software release version.
 - Service Packs are cumulative for the Minor Release for which they are associated.
 - Service Packs include the full product.
 - Hot Fix is a fix for a specific Customer issue, which is generated separate from a Service Pack release. Providing a Hot Fix for any reason is at the sole discretion of the Licensor and will require additional fees. In exceptional cases, a Hot Fix is provided without charge but is limited to Severity 1 or Severity 2 problems.

As part of the product lifecycle, each Major or Minor release will be considered under Standard Support for a period of forty eight (48) months from the date of General Availability. During this time, all support will be provided as listed in the Siemens Support Policy.

After forty eight (48) months, the software moves into the next phase of the product lifecycle, which is Extended Support, meaning (i) the Service Level obligations are limited to Severity 1 and Severity 2 issues in Gridscale X code (ii) for 3rd party components that are out of support, cannot guarantee their performance or behavior and (iii) feature requests will not be considered.

After twenty four (24) months in Extended Support, the release version will be considered unsupported except by special arrangement.

Unless Siemens is providing a hosted solution, it is the responsibility of Customer to maintain the Customer's implementation of the software on a release version of the software under Standard Support.

If the Customer fails to upgrade and maintain the Customer's implementation on a software release under Standard Support, there will be an Extended Support Fee. The Extended Support Fee shall be 10% of the Maintenance Fee or 5% of the Annual Fee for the first year the software installed in the Customer's implementation is outside of Standard Support. If the Customer's implementation continues using software in Extended Support, the Extended Support Fee will increase an additional 2 percentage points for each of the subsequent years until the Customer has upgraded to a release version eligible for

Standard Support.

The Extended Support Fee is to be paid in addition to the Maintenance Fee or of the Annual Fee.

Software Maintenance Services

Maintenance Services Payment. Commencing on the Delivery Date set forth in the Order Form, Siemens will provide Maintenance Services to Customer subject to the annual payment of the Maintenance Fees (Perpetual License) or Annual Fees (Term/Subscription) set forth in the Order Form. Maintenance Services for each 12 month period (Maintenance Period) shall be charged at a fee inclusive of a percentage increase associated with Escalation (as defined in Order Form) as from the beginning of the previous Maintenance Period. Customer shall pay Siemens's invoice for such Maintenance Fee or Annual Fee in accordance with the payment terms of the Agreement.

Should Perpetual Customer discontinue paying Maintenance Fees and later decide to reinstate Software Maintenance Services, Customer agrees to pay for Maintenance Fees at the current rate, including Escalation, from the date of discontinuation through the current Additional Maintenance Period.

Effect of Contract Termination. Should Customer decide to terminate Maintenance Services for either Term/Subscription or Perpetual software license, the Customer agrees to a) provide notice of such termination to Siemens in writing at least 60 days in advance of the termination; b) release Siemens of any obligations related to the software, including maintenance services and software escrow (if applicable); and c) remove and delete software licensed as part of this Agreement from all environments. As a result of termination, Siemens will discontinue all services related to the software including, but not limited to maintenance services, customer communications, access to software and services packs, and access to Gridscale X Prepay Documentation. A terminated contract is not eligible for reinstatement

Scope of Maintenance Services. Subject to the timely payment of all Maintenance Fees, Siemens will provide Maintenance for each installed version of the software in accordance with the Siemens support policy found in above paragraph "Software Releases and Implementation Maintenance".

Maintenance Services include, subject to Siemens's then-current standard terms: (a) the right to receive Minor Releases and Service Packs of the current Major Release at the time of contracting at no additional cost for licensed components listed in the Order Form; (b) a direct response (by email, telephone or otherwise, in Siemens's discretion) to Customer with respect to inquiries concerning the performance, functionality, operation of or deficiencies in the Software; and (c) commercially reasonable efforts to resolve problems or performance deficiencies of the Software according to the Maintenance Service Levels for Product Support. Service Levels and terms for hosted, managed services environments will be listed in the Order Form, if applicable.

If the software is not hosted and managed by Siemens, then support for the environment and Tier 1 level product support will be provided by the Customer or Customer's appointed Authorized Agent as listed in the Order Form. Tier 1 Support means, with respect to the Software, conducting problem definition and diagnosis, including (a) checking log files for errors; (b) reviewing case collateral; (c) searching systems of record for similar cases; (d) searching for known defects; and (e) searching for fixes available and recording and maintaining accurate records of the issue and resolution process in a web-based help desk system, including (i) creating cases; (ii) reproducing errors and creating test cases; and (iii) maintaining ownership of an issue until such issue is closed, even if escalated.

Product Implementation (Non-Siemens Hosted). For implementation, the most current published Releases and Service Packs shall be made available to Customer for all licensed components listed in the Order Form. Customer is strongly encouraged to apply and use the most recently released Service Pack for the Production system, or the system that is close to reaching Production status. All Gridscale X Prepay software packages should be deployed per the secure deployment guidelines provided.

Customer shall be responsible for independently obtaining and maintaining all IT security programs and processes. Unless otherwise agreed in writing by the parties, Maintenance Services shall not be provided for non-embedded Third Party Software or customized software, inclusive of integration, implementation, daily monitoring, operational tasks, patch management or administration thereto.

Siemens Support Policy Changes. Siemens may introduce revised terms for annual Additional Maintenance Services and Pricing to apply after the Initial Maintenance Period by publishing the revised terms on the Gridscale X Prepay Support portal at least 90 days prior to the renewal of the annual Maintenance Service. Unless Customer gives notice in the (60) days period mentioned above that he does not want the Maintenance Period to renew, these revised service and commercial terms shall apply.

Maintenance Service Levels. The Maintenance Service Levels shown below define the responsiveness Siemens provides for product level support (Service Levels for hosted, managed services environments will be listed in the Order Form). Maintenance Service Levels shall be subject to change from time to time with reasonable advance notice to Customer. Siemens's obligation to provide Maintenance Services is subject to Customer's providing indirect system access for Gridscale X Prepay support staff to Customer's systems through the use of standard business meeting software and screen sharing, when necessary

MAINTENANCE SERVICE LEVELS

To provide timely response to support issues as well as a constructive resolution, Siemens has established the following support guidelines. These goals are not to be interpreted as a guarantee for response and/or resolution but should serve as a guideline for Siemens's working relationship.

Severity	Issue Impact/Description	Environment	Initial Contact	Target Response	Licensee Response
1	Catastrophic Failure – System has halted or a work stoppage is imminent. The application system is unavailable or unusable.	Production	1 Hour	4 Hours	2 Hours
2	Application Inoperable/Data Corrupted – an application in the Siemens system is not working or has limited capability and the problem significantly impacts the customer. Or, production data is being corrupted and work must be stopped to avoid further corruption/loss of data.	Production	1 Hour	8 Hours	4 Hours

3	Feature not working as documented – 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.	Production	8 Hours	1 week	2 Business Days
		Non Production	1 Business Day	1 week	2 Business Days
4	Informational Question/Cosmetic Issue – problem/question with day-to-day operational issues, cosmetic problem with user interface, error in documentation.	Production & Non-Production	3 Business Days	10 Business Days	4 Days
5	Enhancement Request – request from customer for new features or changes in the functionality of existing features.	Enhancement Requests can be made at any time and will be considered for future product releases by the Siemens Product Management Team			

The table above details issue classification and associated response times, defined for:

- **Initial Contact** – means the time in which Siemens will acknowledge to Licensee’s initial Support request, either personally or via our automated ticketing system response.
- **Target Response** – includes but is not limited to a request for additional information or action by Licensee, analysis of potential issues and impact, or a proposed workaround and finally agreement to provide a software fix. The actual software release version and date will be provided later.
- **Licensee Response** – includes but is not limited to a response by Licensee to Siemens providing requested information or results of requested further action and/or confirmation of successful workaround implementation, if provided by Support.

Siemens tracks issues from the time reported to the time the issue is resolved with priority response given to the highest severity issues. Authorized Agents on behalf of the Licensee may also request high priority attention to an issue if it seriously impacts Licensee’s business or if Siemens’s response time is not satisfactory.

All issues are resolved when a resolution or fix is available to Siemens’s customers. If Licensee is not satisfied with the resolution, Licensee may request that the issue be re-opened.

Entitlement Metrics and Limitations

License Type	Gridscale X Prepay is licensed on a per meter / service delivery point (SDP) basis. The license allows for one Production instance of the software. The meter / SDP count and components licensed will be stated in the Order Form.
License Term	Gridscale X Prepay software is available through two distinct licensing models, with the specific arrangement being individually defined in the customer's Order Form: 1) Perpetual License ○ One-time purchase model ○ Permanent right to use the software 2) Term/Subscription License ○ Time-limited usage rights ○ Renewable licensing model The selection between these licensing options and their specific terms are explicitly detailed in each customer's individual Order Form documentation.
Meter Count	Per the General Software and Cloud Supplemental Terms section 25.2, Audits of Customer's use of installed Software may be conducted as self-audits by Customer using the standard inventory tools provided by Siemens. These audits will be requested on an annual basis within 60 days of the anniversary date of this Agreement. The audit counts all administrated metering points. Customer shall provide the License Metric of meter/device count to Licensor and remit applicable license fees if meter count is higher than licensed meter count.
Software Type	By default, Gridscale X Prepay falls under: ☒ Other Software Types ☐ Engineering Software Important Note: The software is generally classified as "Other Software Types" unless explicitly specified otherwise in the Order. Any deviation from this default classification (i.e., designation as Engineering Software) must be clearly stated in the Order.
Third-Party Terms	<u>Third Party and Open Source Software</u>. The Software may contain or require the use of third party technology that is provided with the Software, including Open Source Software OSS. Customer acknowledges that the Software incorporates Third Party Software. Customer's use of the Third Party Software is limited to its internal purposes as integrated with the Software. Customer has no license or any other rights to the Third Party Software and may under no circumstances use the Third Party Software independently or separated from the Software. Third Party Licensors shall be considered a third party beneficiary of this Agreement, solely insofar as rights to their product are concerned. <u>Third Party License Rights</u>. Customer rights to use Third Party Software are subject to such separate license terms and are not restricted in any way by this Agreement. The license terms for any Third Party Software (if any) that apply to the licensed Software are specified in the "read me" file or document for the

licensed Software. To the extent that a term of this Agreement is in conflict with any applicable mandatory right granted by a third-party license, such term shall not apply. If applicable, Siemens will furnish version information of the OSS source code contained in the Third Party Software. Third party technology that is not Third Party Software shall be deemed part of the Software and is licensed to Licensee under the terms of this Agreement. The terms of such third-party licenses are herein incorporated by reference to this Agreement.

Other Third Party Software Not Provided. Other Third Party Software means software that is necessary to run, install, interface with, and/or use Gridscale X Pre-pay software, but is not bundled with MDM software for distribution. Except where the parties agree in writing to the contrary, Customer is solely responsible for ensuring that Customer and/or Customer's system fulfill the requirements of all required licenses for Other Third Party Software and Licensee shall have responsibility for all other administration and maintenance of Other Third Party Software, including without limitation, integration, implementation, daily monitoring, operational tasks, patch management or administration thereto.

Authorized Users

Authorized Users means (i) Customer's employees (ii) contractors / sub-contractors using Customer's email address and (iii) Authorized Agents, provided the Authorized Agents comply with the terms of this Agreement.
Authorized Agents means Siemens-authorized or Customer's consultants, agents and contractors who are working on Customer's premises or environment and who require access to the Software and/or Documentation solely for their support of Customer's internal business. These will be specified in the Order Form.

Other Metrics

License Specifications: The following elements are explicitly detailed in the Order Form:

- Software license version(s)
- Quantity of meters / service delivery points.
- Included software components and any Optional Modules and Adaptors
- Included number of environment(s) to host the software
- Type of license
- List of Authorized Users

Geographic/Site Limitations: Software is only licensed for use in the territory defined in the Order Form.

Export control regulations

AL	N
ECCN	N