

SIMATIC Notifier Annual Subscription

Product Sheet and Specific Terms



The MindSphere application SIMATIC Notifier ('Notifier') enables shorter reaction times and reduced downtimes by monitoring values of your machines, factories or processes and sending Notifications upon important events¹.

Users may see Notifications in a web-based user interface or (in combination with the SIMATIC Notifier mobile app) even receive push notifications on their smartphone².

¹ Please note that Notifier is not designed and may not be used for monitoring safety relevant values.

² See chapter "Prerequisites" for additional information regarding preconditions.

Prerequisites	
Subscription	A valid MindAccess IoT Value Plan (Small/Medium/Large) subscription is required.
Web browser	A major brand, up-to-date Internet browser is required in order to configure Notification Rules and view Notifications on your PC. Google Chrome and a screen resolution of 1920x1080 is recommended.
Software (optional)	In order to receive push notifications, the installation of the newest SIMATIC Notifier mobile app ('mobile app') on your compatible mobile device is required. The mobile app is available to you in the respective app stores at separate terms and conditions that shall apply when you install the software.

Description	
General	Notifier monitors the time series data (variables) in your MindAccess IoT Value Plan Account and creates Notifications based on Notification Rules defined by you.
Web-based user interface	Notifier offers a user interface accessible via a common web browser. Within this user interface, you can: <ul style="list-style-type: none"> • Access the list of current Notifications, • Assign yourself as caretaker for a current Notification, • Set up and manage Notification Rules and their respecting triggers, • Access a list of recent elapsed Notifications.
Mobile app connection	Notifier offers the possibility to be used on a mobile device in conjunction with the aforementioned mobile app. With the mobile app, you can: <ul style="list-style-type: none"> • Receive push notifications for new Notifications,

	<ul style="list-style-type: none"> • Access the list of current Notifications, • Assign yourself as caretaker for a current Notification.
Application permissions	<p>Notifier is operated in a data center in the Area European Union and reads, processes and writes the following data:</p> <ul style="list-style-type: none"> • Time series data which includes the variables received from an Asset, • Asset configuration data which describes the Asset (e.g. Asset name, location), • User data (User name (given name and surname), email address, user rights granted, user role, language and application data (message filter)), • Configuration data (e.g. filter settings, data necessary for establishing and maintaining connections from your mobile device). <p>Notifier performs the following activities which modify or amend Your Content in your MindAccess Account on your behalf:</p> <ul style="list-style-type: none"> • Read data to evaluate Notification Rules and create new Notifications, • Create and store new Notifications, • Read and write User data as required for certain functions (e.g. User access management, accept Notifications), • Hold data in a temporary data storage in Germany to improve performance and stability.

Pricing Model		
Fee for	Base subscription ¹	Upgrade subscription (optional)
	15 Notification Rules	additional 15 Notification Rules
Billing cycle	Yearly in advance	Yearly in advance
<p>¹⁾ Should the actual usage of your base subscription repeatedly exceed the applicable limit of Notification Rules, and should you not order the appropriate increase of usage capacities for an additional fee, we reserve the right to suspend the Service. Other contractual rights and remedies remain unaffected.</p>		
Base subscription fee	<p>The base subscription allows access and use of Notifier and setting up up to 15 Notification Rules.</p> <p>One Notification Rule can monitor variables and compare them to trigger values accordingly. If the trigger is met, a Notification will be created which can be accessed via the web-based user interface or the mobile app.</p>	
Upgrade subscription fee	<p>Additional fee is charged on yearly basis for additional Notification Rules created in the application exceeding the number of Notification Rules included in the base subscription.</p> <p>For example, if 17 Notification Rules are created, then 1 Notification Rules upgrade is charged (17 Rules – 15 Rules included in base subscription = 2 additional Rules → 1 Rules upgrade subscription necessary).</p>	
Payment terms	<p>The fees for the base and any upgrade subscription are charged yearly in advance.</p>	
Subscription Term	<p>The initial Subscription Term for the base and any upgrade subscription is 12 months. Following expiration of the preceding Subscription Term, the subscription automatically renews with a Subscription Term of 12 months at the then-current terms made available under www.mindsphere.io/terms, unless either Party notifies the other Party at least 60 days prior to the then-current expiration date that it has elected not to renew.</p>	
Adaptation of fees	<p>The fees during any renewed Subscription Term will be the same as during the immediately prior Subscription Term, unless we notify you of a Fee Change at least 90 days prior to the end of the then-current Subscription Term, in which case the communicated Fee Change will be effective upon subscription renewal.</p>	

	<p>During a running Subscription Term we may change or add new fees (collectively referred to as “Fee Change”) due to and to the extent required to reflect: (i) changes in the quality or functionalities of the Service; (ii) material changes in market conditions; (iii) general increases in wages or other employment costs; and/or (iv) changes in procurement costs due to price changes made by our suppliers, in each case to the extent that the changes affect our provision of the agreed Service. We will notify you of any Fee Change at least 60 days in advance of the effective date of the Fee Change.</p>
Trial	<p>“Trial” refers to an application that has been designated as a “trial” offering in the product description in the applicable Order Form. Any application delivered as a Trial is a “Free of Charge Service” as that term is defined in the MMA. We will notify you by email of the exact start and end date of the Subscription Term for the Trial (“Free Trial Period”).</p> <p>You may terminate the Trial at any time during the Free Trial Period by providing written notice to trial@mindsphere.io no later than 14 days prior to the end date of the Free Trial Period. We may terminate your access to the Trial at any time after receipt of your written termination notice. Termination of the Trial shall also result in termination of the respective corresponding paid subscription ordered.</p> <p>During the Free Trial Period, our standard support and service level obligations do not apply. We may however, at our sole discretion, make certain free of charge support services available to you. Upon expiration of the Free Trial Period, the Subscription Term for the respective corresponding paid subscription will begin, and you will be invoiced accordingly.</p>

Specific Terms	
Service Level Agreement	<p>The Monthly Uptime Percentage for this application is 90 %. Monthly Uptime Percentage is defined in the MindSphere Supplemental Terms available on www.mindsphere.io/terms.</p>
Limited Reliance	<p>You acknowledge and agree that the application is 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 application. Destination and/or processing servers and other reasons outside of our control may delay or block Notifications sent via Notifier. There is no warranty that Notifications will reach their intended destination during any stated time-frame.</p>
Application use rights	<p>This application can be used as part of OEM Services as described in the Specific Terms for MindAccess IoT Value Plan published on www.mindsphere.io/terms. Under the Account of your MindAccess IoT Value Plan, you may permit Users of Third Parties to access and use this application for the purpose of receiving a service from you.</p>
Data use rights	<p>“Collected Data” means the following data collected by Notifier: any data and information processed and monitored by Notifier in order to fulfil its functionality. You acknowledge that Collected Data may include copies made by Notifier from certain parts of Your Content for use in accordance with this Product Sheet and Specific Terms.</p> <p>During and after the Subscription Term, Siemens and its business partners may use Collected Data for Siemens’ internal purposes (e.g. development and improvement of products and services) and to improve Notifier. Use of Collected Data in accordance with this Section will be at Siemens’ risk. Should Siemens divest substantially all of its assets of a business or should an Affiliate cease to be</p>

	an Affiliate of Siemens AG, the purchaser of the divested business or the former Affiliate, respectively, may use the Collected Data received by such business or Affiliate before divestment, only as permitted in this Product Sheet and Specific Terms.
Third Party Terms	The application contains Third Party services, including open source software, commercial software, or software-related managed services, which are subject to additional or different terms, license rights, or require certain notices by their licensors, which we are obliged to pass on to you as your licensor and to which you agree to abide ("Third Party Terms"). The Third Party Terms for Notifier are made available via the following web link: https://sie.ag/MindSphere-ThirdParty_SIMATIC-Notifier .
External Services	<p>We use Google Firebase to send push notifications to Android and iOS devices.</p> <ul style="list-style-type: none"> • On subscribing to Notifier, the mobile device receives a unique token which is registered with Google Firebase and passed to Notifier backend. • Receiving token from Notifier Server, it sends "Notification information" to Google Firebase. • Google Firebase receives the Notification information and forwards it to the mobile device. <p>You agree to abide to the terms of service for Google Firebase made available via the following web link: https://firebase.google.com/terms (please see terms of service listed for Firebase Hosting).</p>
Changes to the Product Sheet and Specific Terms	We may update this document from time to time during a Subscription Term in order to reflect any changes agreed with or imposed by our subcontractors (including changes in open source software license terms) or when we introduce new features, supplements, enhancements or capabilities (e.g. that were not previously included with the subscription, but added for no additional fee). These changes shall become binding upon release of a new version of this document on www.mindsphere.io/terms .
Support	Support may be contacted via Industry Online Support: https://support.industry.siemens.com/ . Support is available in English and German.

Export Control Regulations

AL	N
ECCN	N

Security Information

General	In order to protect plants, systems, machines and networks against cyber threats, it is necessary that you implement and continuously maintain a holistic, state-of-the-art industrial security concept.
Secure communication	Data transmission will be done via HTTPS protocol from Asset to your MindAccess Account.

Definitions

Asset	An Asset is the logical representation of a thing which for the purposes of this application is a machine.
Notification Rule	A Notification Rule defines the type, text and associated Asset of a Notification as well as the trigger conditions when the Notification will be created.
Notification	A Notification is a message consisting of a type (alert, warning, information), a text and an associated Asset the Notification belongs to.
General	Unless otherwise indicated, capitalized terms used in this document shall have the meaning given to them in this Product Sheet and Specific Terms or elsewhere in the MindSphere Agreement.