

Cloud Supplemental Terms For PlantSight

These PlantSight Supplemental Terms (“PlantSight Terms”) amend the Cloud Service Agreement (“Agreement”) between Customer and SISW and apply solely with regard to the Cloud Services identified in the Order as PlantSight (“PlantSight Services”). In the event of a conflict between the Agreement and these PlantSight Terms, these PlantSight Terms prevail. In the event of a conflict between an Order and the PlantSight Terms or the Agreement, the Order prevails with respect to the Cloud Services ordered thereunder.

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

- (a) “Acceptable Use Policy” means the document located at the following URL, which is incorporated by reference into this Agreement as if fully set forth herein: <https://www.plm.automation.siemens.com/global/de/legal/online-terms/cloud/>.
- (b) “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. Without limitation, 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.
- (c) “Tag” means a piece of data identifying a physical object in an industrial plant that Customer determines to be relevant for the operations 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).
- (d) “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.

2. ENTITLEMENT AND RIGHT TO ACCESS PLANTSIGHT SERVICES.

Customer is entitled to use PlantSight Services during a limited term and according to the parameters of the PlantSight Services specified in the Order. For certain use cases of PlantSight Services, Customer may require a license for COMOS or Bentley software.

- 2.1 Usage Parameters.** SISW offers different packages of PlantSight Services that may be limited by usage parameters stated in the Order, such as concurrent Authorized Users, number of assignable Tags or number of Industrial Plants. If Customer’s usage or expected usage of PlantSight Services exceeds the usage limitations of the applicable PlantSight Services, Customer must notify SISW promptly about such excess use.
- 2.2 PlantSight Service Levels.** The PlantSight SLA attached hereto as Appendix 1 shall replace the Service Level Agreement and Support Annex referenced in the Agreement in their entirety.
- 2.3 Restrictions on Use of the PlantSight Services.** When using PlantSight Services, Customer must comply with the terms of the Acceptable Use Policy.
- 2.4 Limited Reliance.** Customer acknowledges and agrees that (i) PlantSight 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 PlantSight Services and (ii) the outcome from any processing of data through the use of the PlantSight Services is beyond SISW’s control. Customer is responsible for the use and interpretation of the outcome from such processing and any reliance on such outcome. Customer will indemnify SISW, its Affiliates and Providers, and each of their respective employees, officers, directors, and representatives from and against, and, at SISW’s option defend SISW against, any claims, damages, liabilities, losses, costs, or expenses (including reasonable attorney’s fees) arising from or in connection with use of PlantSight Services for the operation of or within a High Risk System, if the functioning of a High Risk System depends on the proper functioning of a PlantSight Service or a PlantSight Service caused a High Risk System to fail.

3. OTHER PROVISIONS.

- 3.1 Changes to Agreement.** Any change to this Agreement will only apply from the beginning of a renewed term of a subscription, unless a change during a current term is required as a result of a change of laws or permitted in an LSDA or a statement of work. Should a change during a term for a specific Order have a material adverse effect on Customer’s rights, obligations, or use of the PlantSight Services, Customer may terminate the affected PlantSight Services within 30 days following SISW’s notice. In case of such termination, SISW will refund any prepaid amounts for the relevant PlantSight Service on a pro-rata basis for the remaining term.

- 3.2 Third-Party and Open Source Software.** The software made available as part of PlantSight Services or for use together with PlantSight Services may contain third-party technology, including open source software (“Third-Party Technology”). Third-Party Technology may be subject to separate terms if specified in the Documentation, “read me” or similar files or weblinks. If the Third-Party Technology license terms require SISW to furnish source code of the Third-Party Technology, SISW will provide it upon written request and payment of any shipping charges.
- 3.3 Term and Termination.** For Orders of PlantSight Services, the term of an Order will automatically renew for successive renewal periods each equal in length to the initial term of the subscription, unless Customer or SISW give written notice of termination for such Order at least one-hundred (100) days prior to the end of the term. In the event Customer materially breaches this Agreement, SISW is entitled to terminate Customer’s Orders under this Agreement if Customer has not cured the breach within 30 days after SISW has notified Customer in writing about such breach. If SISW is unable to meet the Availability Commitment three (3) or more times in a calendar year, Customer may terminate the Agreement without penalty and without any further remedies by providing at least one-hundred (100) days written notice.

Appendix 1 – PlantSight SLA

1. DEFINITIONS

- (a) “End-to-end Supportability” means support for incidents that occur in integrated business scenarios, where Customer’s environment includes both PlantSight Services and other SISW products under a valid support agreement.
- (b) “Local Time” means the time zone for the location of the SISW support center serving the zone where Customer is located. Information about PlantSight hotline support hours for regional SISW support hubs is provided at the following link (all times listed are GMT (Greenwich Mean Time) / UTC) (under “COMOS”):
http://www.plm.automation.siemens.com/en_us/support/gtac/index.shtml
- (c) “Release Update Information” means generally available documented summaries, webinars and videos provided by SISW to inform and instruct Customers on new product release changes.
- (d) “Global Technical Access Center (GTAC)” also includes the SISW Support Portal. Information about PlantSight hotline support hours for regional SISW support hubs is provided at the following link (under “COMOS”):
http://www.plm.automation.siemens.com/en_us/support/gtac/index.shtml

2. DATA CENTER LOCATIONS

The current data center locations for PlantSight Services are: US East 2, Virginia, USA and West Europe, Netherlands. In case of changes to data center locations, SISW will notify Customer in due course.

3. CUSTOMER SUPPORT FOR PLANTSIGHT SERVICES

3.1 Availability Commitment.

SISW will make the PlantSight Services available with an uptime of at least 95% measured per calendar month on the following basis (“Availability Commitment”):

$$\text{Availability Commitment \%} = \frac{\text{Available Minutes} - \text{Unscheduled Downtime Minutes}}{\text{Available Minutes}}$$

The Availability Commitment excludes downtime due to scheduled maintenance. SISW will use scheduled maintenance to apply required patches to the IT infrastructure to ensure the continued security, availability and performance of the PlantSight Services. Scheduled Maintenance shall generally occur only once per month, and PlantSight Services shall not be unavailable for more than 12 consecutive hours. Scheduled maintenance shall (in general) be outside of regular business hours for Central European and lower 48 states North American time zones. Unscheduled Downtime is calculated from the minute it is clearly reported by Customer to SISW until SISW reports the issue as fixed or mitigated. SISW may subtract from the calculated downtime any periods spent waiting for a response from Customer.

Only “Critical” incidents, as described below, are considered “Unscheduled Downtime Minutes” in the above Availability Commitment % calculation. The current status of the PlantSight Services is available via web portal at <https://status.bentley.com>.

3.2 Limitations.

The Availability Commitment set forth above shall not apply (i.e., will not be taken into account as “downtime” when calculating availability) with respect to any performance or availability issues that:

- are the result of scheduled maintenance;
- are caused by factors outside of SISW’s reasonable control (e.g., natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to SISW’s data centers, including at Customer’s site or between Customer’s site and SISW’s data center);
- result from the use of services or faulty or incompatible hardware or software provided by Customer, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party hardware, software, or services;
- are caused by Customer’s use of a PlantSight Services after instruction from SISW to modify use of such PlantSight Service;
- occur during or relate to preview, pre-release, beta or trial versions of a feature;
- result from Customer’s unauthorized action or failure to act when required or from Customer’s employees, agents, contractors, vendors, or any other party gaining access to SISW’s network by means of Customer’s passwords or equipment, or which otherwise result from Customer’s failure to follow appropriate security practices;

- result from faulty input or instructions (e.g., requests to access files that do not exist);
- result from use of sandbox, proof-of-concept, development, quality analysis, or other non-production systems unless
- explicitly included or authorized by SISW.

3.3 Remedies, Claims.

The sole and exclusive remedies for any failure by SISW to meet its obligations under this PlantSight SLA shall be those set forth in this Agreement and SLA. Claims under this SLA must be made in good faith and may only be made by submitting a support case within thirty (30) days after the end of the relevant month in which SISW did not meet the Availability Commitment. Any claims not submitted by Customer within such time period may be denied by SISW, and SISW will have no further obligation to Customer with respect to such claims.

4. SCOPE OF CUSTOMER SUPPORT FOR PLANTSIGHT SERVICES.

SISW will provide technical support for the PlantSight Services according to the following provisions:

4.1 Severity Levels.

The Severity Levels for incidents relating to the Availability of the PlantSight Services are defined as follows:

<u>SEVERITY LEVEL</u>	<u>DESCRIPTION</u>
<u>Severity 1 - Critical</u>	All PlantSight Services are down. All users affected.
<u>Severity 2 - High</u>	Operation of the PlantSight Services is severely degraded or major components of the PlantSight Services are not available. Significant user impact.
<u>Severity 3 - Medium</u>	Some non-essential features of the PlantSight Services are impaired or subject to interruptions while the most vital components of the PlantSight Services remain functional. Minimal user impact.
<u>Severity 4 - Low</u>	Minor errors occur with little or no impact on the normal operation of the PlantSight Services. No or minimal user impact.

4.2 Cloud Support.

SISW will classify each reported, verifiable, and reproducible incident according to the following table. Online status is reported at <https://status.bentley.com/>.

Cloud Support	
Description	Basic level of Cloud Support included in the subscriptions of standard PlantSight Services.
Support Availability	7 am to 3 pm (Local Time) Monday to Friday, excluding local holidays
Web Support	✓
End-to-end Supportability	✓
Release Update Information	✓
Solution Center	✓
Support via web and platform for social business collaboration	✓
Support via chat in English from 8 am to 6 pm EST, Monday to Friday for Severity 3 & 4 only	

4.3 Support Languages.

SISW will provide first-tier support in English or German in the designated countries on business days from 7 am to 3 pm local time. Outside of this support window, SISW may provide first-tier support in a country or region in English only.

4.4 PlantSight Services Support Centers.

The list of SISW's local support centers for PlantSight Support Services can be found at:

https://www.plm.automation.siemens.com/media/global/en/COMOS_Support_Numbers_tcm1023-248353_tcm27-41950.pdf

5. CUSTOMER RESPONSIBILITIES

5.1 Designated Administrator.

Customer shall designate two support contacts ("Designated Administrators"). Customer shall keep SISW updated with valid contact information for the Designated Administrators. Customer's Designated Administrators shall control and administer Customer's account, including modifying and terminating Authorized User's access. SISW will provide notifications regarding upgrades or scheduled downtime only to Customer's Designated Administrators. Designated Administrators are responsible to relay such notifications in a timely manner to all of Customer's Authorized Users.

5.2 Cooperation.

Customer shall reasonably cooperate with SISW to resolve incidents or problems reported by Customer.

5.3 Technical Information.

Customer shall maintain adequate technical expertise and knowledge of their system environment and configuration of the PlantSight Services. SISW may require such information in detail or involvement of Customer's information technology staff in order to assist in incident or problem resolution.