Package Builder
Product Sheet
and Specific Terms

Package Builder allows you to create your own packages according to your customers' needs by combining your Application with selected MindSphere modules and offer them to your customers ("**Package**").

Prerequisites	
Subscription	A valid MindAccess Operator Plan (Small/Medium/Large) subscription is required for Package creation, for the period of validity of the Package Activation Code(s), and for the subscription period of your Package to your customers.

Description	
General	Package Builder grants you access to the Package Builder Tool which allows you to create Packages, to configure the corresponding activation webpage and to generate Package Activation Code(s) for your customers. You can select and bundle different MindSphere modules set out below with your Application in order to create your own Package. It is not required that your customers have subscribed to a MindAccess IoT Value Plan in order to be able to subscribe to your Package. However, it is your responsibility as a Package Builder to add the required amount and type of MindSphere modules for the successful utilization of the Platform and Application included in your Package. For additional information please refer to the Package Builder System Manual.
Configuration of activation webpage	After successful creation of a Package, you need to configure the activation webpage related to your Package to enable its activation by your customer. This configured activation webpage will be the access point for your customers to redeem relevant Package Activation Codes. You must properly configure and always keep up to date the activation webpage, e.g. regarding your contact details and your terms & conditions. Please note that with finalization of the configuration of the activation webpage your Package content can no longer be edited.

Generation of Package Activation Codes	The Package Activation Code is a unique code generated by you via the Package Builder Tool which gives your customer access to the acquired Package content. You define the validity period for each Package Activation Code according to the limitations foreseen on the activation webpage (max. 3 months). You must have a valid MindAccess Operator Plan subscription for the duration of the validity for the Package Activation Code(s) you generate as well as for the subscription term you offer for your Package to your customer. Each Package Activation Code can be used by your customer only once. The MindSphere modules will be activated immediately upon your and our acceptance of your customer's activation request.
Activation and Package provisioning to your customer; de-provisioning	Activation and Package provisioning: It is your responsibility to provide your customer with the URL link for the activation webpage (see activation webpage configuration in Package Builder Tool) and with the relevant Package Activation Code(s). Your customer will be able to redeem the Package Activation Code on the activation webpage within the validity period of the Package Activation Code. To activate a Package we will require your customer on the activation webpage, among others, to: • enter a valid Package Activation Code, • enter customer's company contact and address details, • decide if the Package shall be provisioned to a new Base Tenant or an existing Account (Base Tenant or MindAccess IoT Value Plan Account), • accept the terms & conditions applicable to the MindSphere modules, and • confirm compliance with Export and Sanctions Laws. After finalization of the Package activation process you will receive a notification about your customer's request. You will be responsible to verify as soon as possible, however latest within 7 calendar days of the date of notification, if your customer is qualified to request activation of the Package. Upon expiry of the time period mentioned above, your acceptance of the customer's activation request shall be deemed given. We will be free to approve or reject such activation request in our sole discretion. Upon successful verification and your and our acceptance of customer's activation request, the Package will be provisioned to your customer and your customer will enter into a direct contractual relationship with the Siemens entity indicated on the activation webpage for the MindSphere modules contained in your Package. De-provisioning: Upon expiry of your customer's subscription term for your Package you are obliged to de-provision your Package. De-provisioning can be done via use of the Package Builder Tool which lists all active subscriptions for your Package and their expiry.

Available MindSphere Modules

The following MindSphere modules are available in Package Builder to be part of your Package. The selection of the relevant MindSphere modules for your Package is within your sole responsibility and liability.

Base Tenant module	The module *Base Tenant* provides your customer with a dedicated Account (also referred to as "Tenant") on MindSphere. It enables your customer to login to its

	Account via the respective URL provided by us and is a key prerequisite for all Packages and applications. A Base Tenant will be automatically added to your Package and provisioned to any of your customers who (i) do not have an existing Base Tenant or MindAccess IoT Value Plan Account, or (ii) who decide to use an additional Base Tenant. This module includes 1 Admin User and provides your customer with the following administration tools available on the MindSphere Launchpad: • Usage Transparency: provides information regarding your customer's consumption of MindSphere modules. • Settings: allows managing Users, permissions, rights, roles, groups, Collaborations, subtenants[1] and tenant provider information. For every User, an individual login is required. Users are also permitted to access and utilize the user management for the purpose of receiving a service from your customer. However, a user that receives a service from your customer shall not be granted with administration rights, except for administration rights that are offered by the user management of a subtenant[1]. • Asset Manager: Asset Manager can be used to onboard & offboard agents to your customer's Account, configure assets, asset types and aspect types, and manage the Sharing of assets under a Collaboration between Accounts using Cross-Tenancy. The User that is entitled to administrate the Asset Manager may permit users of a subtenant[1] who receive a service from your customers to directly access the Asset Manager in relation to the respective subtenant[1]. • Upgrade: Your customer can use the Upgrade tool to order available upgrades to subscribed and additionally available MindSphere Services (e.g. increase Users), get an overview of requested and completed upgrades, and manage pending upgrade requests (authorized Users only). Please note that the Upgrade tool is only accessible to your customer if customer's account is fully known to MindSphere having a customer-ID (soc. Sold-To-ID) assigned. Your customer will receive such Sold-To-ID when subscribing to a MindSphere Service provided by us (other than MindSphere modules included in your Package).
User module	The *User* module allows you to add single Users to your Package. With this module, you enable your customer to create Users for its Tenant and assign the required roles to them.
Agent module	The *Agent* module allows you to add single Agents to your Package. An agent is a software as part of a hardware device (e.g. MindConnect Nano) or in the form of an application provided by Siemens or a Third Party which your customer connects to its Account and which can ingest data into your customer's Account and send data to one or more asset instances.
Asset Type module	The *Asset Type* module allows you to add single asset types to your Package. Asset type describes the type of an asset (e.g. a generic motor) including one or several attributes. An asset type is a template that describes the attributes of a homogenous group of physical or logical assets, which is used for asset modeling.
Asset Instance module	The *Asset Instance* module allows you to add single asset instances to your Package. Asset instance reflects a physical and/or logical device within your customer's Account, e.g. a specific motor within a factory would be an asset instance. Each instance belongs to an asset type.
Time Series Data Ingest Rate module	The *Time Series Data Ingest Rate* module allows you to add data ingest rate in incremental steps of 0.01 kB/s to your Package. Time series data ingest rate

	represents the rate at which the sensor data is ingested into the Platform. Data ingest is based on number of Assets, number of variables per Asset, size per variable including overhead, read cycle interval and sending frequency. This depends on the size of the requests containing time series data sent from the customer to the Platform. Time series data ingest rate is restricted to a maximum of 100 kB/s per Asset.
Time Series Data Storage module	The *Time Series Data Storage* module allows you to add time series data storage in the incremental steps of 0.5 GB to your Package. Time series data storage represents the total volume of time series data ingested and stored for your customer's Account.
Subtenant module	The *Subtenant* module allows you to add single Subtenants (also referred to as "OEM Subaccounts") to your Package. By adding Subtenants to your Package, it can be used by your customers as part of OEM Services as described in the Specific Terms for MindAccess IoT Value Plan available on www.mindsphere.io/terms, which apply accordingly to your customers as if they had subscribed to a MindAccess IoT Value Plan if they provide OEM Services.
Notifications module	The *Notification* module allows you to add the number of notifications of the type email and mobile push in incremental steps of 2 notifications to your Package. The number of notifications added to your Package determines how many notifications your customer can trigger in total. This module is based on MindSphere's Notification Service. The terms and conditions set out in the MindSphere Supplemental Terms for Notification Service available on www.mindsphere.io/terms also apply to this module.
Event module	The *Event* module allows you to add events in incremental steps of 1 000 events to your Package. An event documents the occurrence of a defined situation (e.g. starting a motor).
IoT File Storage module	The *IoT File Storage* module allows you to add IoT file storage in incremental steps of 0.5 GB to your Package. IoT file storage represents the total volume of files uploaded and stored on the Platform for an Account.
Rules module	The *Rules* module allows you to add active concurrent rules in incremental steps of 1 rule to your Package. Rules refer to the functionality integrated into your Application to create and configure rules that monitor variables of an Asset. Please note that certain further MindSphere modules are required in your customer's Tenant in order to use the Rules module. Please refer to the Package Builder System Manual for detailed information on mandatory and optional MindSphere modules. The Specific Terms and Third Party Terms set out in the MindSphere Supplemental Terms for Fleet Manager and Rules in Fleet Manager available on www.mindsphere.io/terms apply accordingly to this module.

[1] Applicable if subtenants are part of a Package.

Pricing Model

Fee for	Package Builder	Distributor Service Fee
Fee	0 €	25% of the monthly MindSphere module fees payable for activated Package(s)
Billing cycle	n/a	Monthly in arrears

Pricing for modules	MindSphere modules	Fee per month
	1 Base Tenant (incl. 1 Admin User)	0 €
	1 User	1.20 €
	1 Agent	8.00 €
	1 Asset Type	1.20 €
	1 Asset Instance	0.40 €
	Time Series Data Ingest Rate (per 0.01 kB/s)	0.35 €
	Time Series Data Storage (per 0.5 GB)	0.03 €
	1 Subtenant	6.00 €
	2 Notifications	0.01 €
	1 000 Events	0.04 €
	IoT File Storage (per 0.5 GB)	0.03 €
	1 Rule	1.20 €

Package Builder subscription	Your subscription to Package Builder allows you to create up to a maximum of 50 Packages including configuration of the relevant activation webpage and generation of Package Activation Code(s).
Payment terms	For Package Builder subscription: The subscription to Package Builder is a free upgrade to an existing MindAccess Operator Plan. For each activated Package provisioned to a customer: The fee of one provisioned Package will automatically be calculated based on the MindSphere modules contained therein and based on the subscription term selected for your Package. Upon your and our acceptance of a customer's activation request you agree to pay the monthly fees set out above for the MindSphere modules contained in your Package. We charge you on a daily basis at the end of each month (monthly in arrears; a month equals 30 days) during the subscription term of your Package (and beyond if not de-provisioned by you at the end of the subscription term). In addition, you agree to pay a monthly "Distributor Service Fee" for the provisioning of each Package to your customer and its operation on the Platform. The Distributor Service Fee amounts to 25% of the accumulated monthly fees for the MindSphere modules you need to pay per provisioned Package. The Distributor Service Fee will be charged monthly in arrears during the subscription term of your Package (and beyond if not de-provisioned by you at the end of the subscription term).
Subscription Term, termination	The Subscription Term for Package Builder is 12 months. PLEASE NOTE: Be aware that the fees for the MindSphere modules which are part of your Packages and the Distributor Service Fee will continue to be incurred even after termination of your Package Builder subscription as long as your customers' subscriptions to your Packages are still active.

Adaptation of fees	We may change the fees during a running Subscription Term due to, and to the extent required to, reflect: (i) changes in the quality or functionalities of the Service(s); (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 agreed Services (each a "**Fee Change**"). We will notify you of any Fee Change at least 60 days in advance of the effective date of the Fee Change. You may terminate the Services affected by the Fee Change prior to the effective date of the Fee Change.

Specific Terms	
Third Party Terms	Package Builder 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 obligated to pass on to you as your licensor and to which you agree to abide ("**Third Party Terms"**). The Third Party Terms are made available via the following web link: https://sie.ag/MindSphere_ThirdParty_PackageBuilder.
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 MindSphere modules, features, supplements, enhancements or capabilities (e.g. that were not previously included with the subscription but added for no additional fee). Changes shall become binding upon release of a new version of this document on www.mindsphere.io/terms.
Support	Support is provided in accordance with Chapter F of the MindSphere Supplemental Terms available on www.mindsphere.io/terms.
Combination of Packages under one Account	Your customer can decide on the activation webpage if the Package shall be provisioned to a new Base Tenant or an existing Account (Base Tenant or MindAccess IoT Value Plan Account). Please be aware that Packages built with Package Builder are specific to the data center location that your MindAccess Operator Plan is using. Your customer can only choose to have a Package provisioned to an existing Account if both the Package and the Account are hosted in the same data center location.
	If your customer decides to add various Packages to an existing Account, the MindSphere modules included in the various Packages will be combined under one Account. It is your customer's responsibility to allocate the MindSphere modules of the various Packages according to its needs. The combination of MindSphere modules in one Account may lead to technical limitations in accessibility of MindSphere modules in the Account of your customer and should therefore not exceed the limits set out under https://sie.ag/MindSphere_TechnicalLimitationsforUsageofMindSphereServices.
Your responsibilities	Each Application which is part of a Package constitutes an *Operated Application* according to the Specific Terms for MindAccess Operator Plan available on www.mindsphere.io/terms and the same obligations and responsibilities set out in those Specific Terms shall apply to the Application, except for section 3.4 (ii) that will be replaced by the following:
	"that (a) regarding your Application and related services the contract is only between you and your customer and not between Siemens and your customer and (b) regarding the MindSphere modules the contract

| | is only between the Siemens entity indicated on the activation webpage and your customer and not between you and your customer; and" |
| | In addition, you shall include express provisions in the contract with your customer stating that Siemens reserves the right to reject your customer's Package activation request at its sole discretion. |

Export Control Regulations

AL	N
ECCN	N

Definitions

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.

www.mindsphere.io/terms