

Cloud Support and Service Level Framework

Siemens Digital Industries Software

This Cloud Support and Service Level Framework (“Cloud SLA”) applies solely with respect to Cloud Services as indicated in the applicable Supplemental Terms or an Order agreed between Customer and Siemens. This Cloud SLA together with the underlying agreement and other applicable Supplemental Terms form the agreement between the parties (“Agreement”).

1. SUPPORT AND SERVICE LEVELS

Siemens offers technical support in three tiers: Standard, Silver, and Gold. As described further in this Cloud SLA, each support tier provides Customer with respective benefits regarding (i) Support Hours and (ii) Customer Response Levels. Furthermore, Siemens offers service levels for Cloud Services in up to three tiers: Standard, Enhanced and Maximum Service. As described further in this Cloud SLA, each service level tier provides Customer with respective benefits regarding (i) Availability and (ii) Uptime Support Measures.

The applicable tier will be indicated in the Order; if no tier is indicated in an Order for paid Cloud Services generally made available by Siemens, Cloud Service will be provided with Standard support and service level.

Not all Cloud Services may be available with Silver or Gold support or Enhanced or Maximum Service.

2. TECHNICAL SUPPORT

Siemens’ support organization is Customer’s primary point of contact for Cloud Services support. Technical support is provided in English, with other languages available at Siemens’ discretion.

2.1 24/7 Online Support. At any time, Customer may create, manage, and review support case requests (sometimes referred to as ‘incident requests’), and may review the status of incidents affecting several Customers via the Siemens Support Center portal (“Support Center”) by using the support link embedded in the Cloud Services or by accessing Support Center at <https://support.sw.siemens.com/>. Customer may find additional information on support details for certain Cloud Services in Support Center. Support cases will be updated via Support Center.

2.2 Support Hours. Customer may receive technical support by calling either the support center that supports the applicable Cloud Services or the local support center for Customer’s geographic area, as set forth in Support Center. Unless otherwise specified in Support Center, support is available during the Support Hours identified below (excluding local holidays) for the support center that covers the geographic area in which Customer is located, which can be found at www.plm.automation.siemens.com/global/en/support/. In Support Center, Customer also may log Cloud Services support requests, report suspected errors, monitor progress on requests, exchange information on a community forum, and access release notes and other information on Cloud Services. If reasonably requested by Siemens, Customer will allow Siemens to provide support via remote screen-sharing technology.

Support Hours

Standard	Silver	Gold
Monitoring and electronic responses: 24 hours x 7 days per week	Monitoring and electronic responses: 24 hours x 7 days per week	Monitoring and electronic responses plus technical support: 24 hours x 7 days per week
Technical support: 8 hours x 5 days per week	Technical support: 16 hours x 5 days per week	

2.3 Technical Contact. Siemens may require Customer to designate one or more employees as technical contacts for support. The employee(s) will be trained on the applicable Cloud Services and will serve as primary contact(s) for requesting and receiving support.

2.4 Customer Response Level.

Siemens’ technical support staff will use commercially reasonable efforts during Support Hours (unless otherwise noted below) to provide a first response to a support case request in accordance with its classification within the time periods set out below on a first-come, first-served basis. Support cases are escalated based on severity and complexity. 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.

Priority classes	Support Center Definition	Description	Standard Targeted Response Time	Silver Targeted Response Time	Gold Targeted Response Time
Critical (Priority 1)	Cloud Services are down entirely. All Users affected.	Cloud Services are currently inoperative and stop all Customer activities. Continued use of several critical functions of Cloud Services is not possible. A functionality or access problem reported on a test/sandbox environment will not be considered critical.	2 hours 8 hours x 5 days per week	2 hours 24 hours x 5 days per week	Less than 1 hour 24 hours x 7 days per week
High (Priority 2)	Operation of Cloud Services is severely degraded, or major components are not available. Significant User impact.	A major functionality loss of individual service components within the deployment, but Cloud Services remain operational. A problem that severely affects or restricts significant functionality of Cloud Services and impacts continued usage. The problem is time-sensitive and may be causing an immediate functional or work stoppage. Any errors reported on a test/sandbox environment will never be considered high.	4 hours 8 hours x 5 days per week	4 hours 24 hours x 5 days per week	Less than 2 hours 24 hours X 7 days per week
Medium (Priority 3)	Minor functionality impact, usage continues. Some non-essential features of Cloud Services are impaired or subject to interruptions while most vital components of the service remain functional. Minimal user impact.	A functionality issue exists but Customer's operations can continue, or a non-business critical function is not performing properly. The problem can be time-sensitive, but it is not causing an immediate work stoppage; usage can continue in a restricted fashion, and/or a workaround exists.	Next business day	Next business day	Next business day
Low (Priority 4)	Support information/questions, enhancement requests, problems that are minor and clearly have little to or no impact on the normal operation of Cloud Services. No or minimal user impact.	A request or question for a problem of minor impact, general support, or information on Cloud Services. There is no impact to the operation of Cloud Services.	Reasonable effort	Reasonable effort	Next business day

2.5 The following types of incidents are excluded from the scope of support for Cloud Services, but Customer may revert such requests to the sales team(s) for resolution:

- (i) incidents regarding a release, version, and/or functionalities of a service developed or configured specifically for Customer (unless otherwise expressly set forth in an Order);
- (ii) incidents ascribed to a consulting or training request ("how-to"). These are covered by the online user documentation;
- (iii) incidents ascribed to a custom development request.

3. SERVICE LEVELS

Siemens operates Cloud Services generally made available to Customers for production use based on the following service level tier indicated on the Order:

3.1 Availability, and Uptime Support Measures

Service Level Tier	Standard	Enhanced	Maximum
Availability	98%	99.5%	99.95%
Business Continuity Window (RTO)* ¹	<24 hours	<12 hours	<2 hours
Data Backup (RPO) * ²	<24 hours	<12 hours	<2 hours
Data Retention	Daily for 2 weeks monthly for 3 months	Daily for 30 days monthly for 6 months	Daily for 30 days monthly for 1 year

*¹ RTO = Recovery Time Objective, allowing for Cloud Services to be stood up or switched to a secondary availability zone in case of a disaster impacting the single availability zone.

*² RPO = Recovery Point Objective for frequency of Data Backup. Where applicable, Data Backup will be done across multiple availability zones in a single region.

3.2 Availability calculation

Availability will be calculated as follows:

$$\text{Availability (\%)} = \frac{\text{Total Time} - \text{Excluded Downtime} - \text{Downtime}}{\text{Total Time} - \text{Excluded Downtime}}$$

Total Time	All time during a calendar month (in minutes).
Downtime	All time during the relevant calendar month (in minutes) when the Cloud Services are not available for production use (i.e. user logon and access and use of user interfaces), except for Excluded Downtimes.
Excluded Downtime	All time during the relevant calendar month (in minutes) when the Cloud Services are not available for production use (i.e. user logon and access and use of user interfaces), which is attributable to: <ul style="list-style-type: none"> (i) scheduled downtime within a Regular Maintenance Window; (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; (v) any equipment, software or other technology not provided by Siemens; or (vi) suspension or termination of Cloud Services in accordance with the Agreement.

3.3 Regular Maintenance Window. Unless otherwise specified in Support Center, Cloud Services have the following regular maintenance window within which Siemens will schedule downtimes for monthly maintenance periods and bi-annual major upgrade periods based on data center region:

Data Center Region	Regular Maintenance Window
Americas	US Eastern (GMT -4) Saturday 1:00 AM to Monday 3:00 AM
Europe, Middle East and Africa	Central European Time (GMT +2) Saturday 1:00 AM to Monday 3:00 AM
Asia Pacific	Japan Standard Time (GMT +9) Saturday 1:00 AM to Monday 3:00 AM

Siemens strives to keep scheduled downtimes as short as possible. Monthly maintenance periods per Cloud Service should take no more than 4 hours.

Major upgrade periods are required to implement major technology upgrades and large version updates. Siemens strives to communicate the scheduled major upgrade period at least 2 months in advance where possible. Siemens will schedule major upgrade periods at a maximum of two times per calendar year. Major upgrade periods will be scheduled along with the monthly maintenance period whenever possible.

Customer may subscribe to be notified automatically of scheduled downtimes in Support Center.

3.4 Remedies. Customer must submit to Siemens a support case within 30 days after the end of each relevant calendar month in which Siemens did not meet the requirements of the applicable Service Level Tier. Any claims 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 to meet the applicable service level. If Siemens is unable to meet the Service Level Tier contained in the same Offering three or more times in a calendar year, then

Customer will have the right to terminate the Order for the non-conforming Offering. In the event of such termination, 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. The remedies provided in this section will be Customer's sole and exclusive remedies with respect to availability of the Cloud Services.