

# General Maintenance Services Terms for Software and Hardware



Siemens Digital Industries Software

Siemens Industry Software Inc. or one of its Siemens affiliated companies (“**SISW**”) and Customer have entered into a software license agreement with Supplemental Terms (“**Agreement**”). All Maintenance Services for Software or Hardware under the Agreement are governed by these General Maintenance Services Terms (“**General Maintenance Terms**”) together with any applicable Software-specific and Hardware-specific maintenance terms found at <https://www.siemens.com/sw-terms/mes>. The applicable Software-specific and Hardware-specific maintenance terms are identified by the same alphanumeric code assigned to the Supplemental Terms for the relevant Software or Hardware product. In the event of a conflict, the specific maintenance terms will supersede these General Maintenance Terms. SISW may modify all Maintenance Services terms from time to time, provided however that any modifications are effective only upon Customer’s renewal of Maintenance Services whether standalone or as part of a Subscription; changes cannot take effect during the then-current period of Maintenance Services without Customer’s express agreement. Capitalized terms have the meaning as defined elsewhere in the Agreement.

- 1. BASIC MAINTENANCE SERVICES.** Maintenance Services consist of (a) Software updates, (b) Error corrections (as defined below), and (c) technical support. Perpetual Software licenses do not include Maintenance Services which must be purchased separately. Maintenance Services will be available hereunder to the extent that SISW makes such services available to its customer base in general. Software and Hardware provided at no fees or that are designated as retired, discontinued, obsolete or legacy on the Order are not covered by any Maintenance Services, unless explicitly provided otherwise on the Order, e.g. by reference to End-of-Life Maintenance Services or Extended Maintenance Services.
- 2. ADDITIONAL AND OPTIONAL MAINTENANCE SERVICES.** For certain Software and Hardware, additional support levels and services may be available for purchase as specified in the applicable Software or Hardware Specific Maintenance Services Terms, including enhanced support levels and optional services such as remote support, agent-based diagnosis service or remote monitoring, onsite service, support for prior versions and extended support hours.
- 3. MAINTENANCE TERM, RENEWALS.** Customer may purchase Maintenance Services from SISW for an initial annual maintenance term or other time period specified in the Order Form, unless Maintenance Services are included in the license fee. Thereafter, purchased Maintenance Services will automatically renew for successive one year terms unless either party terminates by providing written notice at least thirty days prior to the expiration of the then-current term. Customer acknowledges that renewal orders for Maintenance Services shall be deemed accepted by the Customer by payment of any invoice issued for Maintenance Services, course of dealing between the parties or receipt of Maintenance Services following the automatic renewal date. If Customer purchases additional Software licenses or Hardware, SISW may adjust the annual maintenance term and pro-rate the annual fees to be coterminous with the existing maintenance term and billing cycle.
- 4. NEW RELEASES OF SOFTWARE.** New versions of the Software may be either a point release which generally consists of Error corrections (“**Point Release**”), or a major release which generally is a new version of the Software that contains new or enhanced functionality (“**Major Release**”). As part of Maintenance Services, Customer will receive new Point Releases and Major Releases as released to SISW’s customers in general. This right does not extend to any release, module, option, future product, or any upgrade in functionality or performance of the Software which SISW develops as a customized product for a single customer or that SISW develops and licenses as a separate product. Customer is responsible for the installation and implementation of any new version and any required data conversion. Customer is responsible for the compatibility and configuration of its own equipment and software with the Software or Hardware provided by SISW, and may purchase additional Maintenance Services packages or separate Professional Services for assistance.
- 5. MAINTENANCE OF PRIOR VERSIONS OF THE SOFTWARE.** Upon a Point Release or Major Release, SISW will maintain the current version and the most current Point Release that relates to the immediately preceding Major Release. If an Error has been corrected in an update to the prior Major Release, SISW may require the Customer to upgrade to the Point Release that contains the Error correction rather than providing a separate patch or workaround.
- 6. EXTENDED AND END OF LIFE MAINTENANCE SERVICES.** At SISW’s sole discretion, SISW may substitute products with similar functionality and features for discontinued Software at no additional charge to Customer, or offer Extended or End-of-Life Maintenance Services for certain Software or Hardware subject to an additional fee. Extended Maintenance Services support Software or Hardware following the expiration of mainstream support. End-of-Life Maintenance Services support Software or Hardware that are no longer distributed and supported by SISW generally, and which are not covered by mainstream or Extended Support services.

7. **ERROR CORRECTIONS.** An Error means the failure of the Software or Hardware to conform substantially to the Documentation (“Error”). Customer may report any suspected Error to SISW and will provide SISW with a detailed written description and documentation of the suspected Error. Customer will cooperate with SISW's investigation of the reported Error. If SISW finds that the Software contains an Error, SISW will use commercially reasonable efforts to correct the Error through a patch, workaround or via the next Point Release or Major Release of the Software, at the discretion of SISW.
8. **TECHNICAL SUPPORT (STANDARD HOURS OF OPERATION).** Customer may receive telephone support by calling the support center that supports the specific Software or Hardware as described on SISW’s Support Center found at <https://support.sw.siemens.com> Support is available during normal business hours, excepting local holidays, for the support center that covers the geographic area in which Customer is authorized to use the applicable Software or Hardware. If Customer licensed or purchased the Software or Hardware through an authorized solution partner, Customer may receive first-line telephone support from such partner during the business hours established by the partner, excepting holidays. On the support website, Customer also may log support requests, report suspected Errors, monitor progress on requests, download fixes and workarounds, exchange information on a community forum, and access release notes and other Software or Hardware information. If reasonably requested by SISW, Customer will allow SISW to perform Maintenance Services at Customer’s facilities or via remote screen-sharing technology.
9. **TECHNICAL CONTACT.** SISW may require Customer to designate one or more employees as the technical contacts for Maintenance Services. The employee(s) will be trained on the applicable Software and/or Hardware, and will serve as the primary contact(s) for requesting and receiving Maintenance Services.
10. **LIMITATION OF REMEDIES.** SISW's exclusive responsibility and Customer's sole and exclusive remedy for a failure to correct an Error will be that Customer may terminate Maintenance Services for the Software or Hardware directly affected by the Error, and receive a pro-rata refund of the fees paid for the remainder of the then-current Maintenance Services term for such Software or Hardware.
11. **INITIAL AND RENEWAL FEES.** For direct orders by Customer to SISW, the fees for Maintenance Services will be set forth on the Order Form. SISW may increase its maintenance fees by giving notice to Customer at least sixty (60) days prior to the expiration of the then-current term. Customer must purchase Maintenance Services for all supported Software used at a single location.
12. **THIRD PARTY MATERIALS.** SISW only certifies that third-party products furnished by SISW will function in conjunction with the Software or Hardware in accordance with the Documentation. Any other use of third-party products by Customer, whether as a stand-alone product or with the Software or Hardware, has not been tested and is not certified by SISW. While SISW may assist Customer with the interoperability of third-party products with the Software or Hardware, SISW has no obligation to support products acquired from a third party. Customer will ensure that SISW has the rights to use any third-party products or other third-party intellectual property made available to SISW by Customer as necessary for the performance of Maintenance Services.
13. **UNSUPPORTED OPERATING ENVIRONMENT.** Maintenance Services apply only to the operation of the Software or Hardware when used according to the Agreement and the applicable Documentation. SISW is not obligated to provide Maintenance Services for Software run on an unsupported platform or Software or Hardware that have been modified by anyone other than SISW, SISW affiliates or SISW subcontractors at SISW’s express direction. Supported configurations and hardware environments are described in the Documentation or can be found at <https://support.sw.siemens.com>.
14. **THIRD-PARTY HOSTING PROVIDERS.** If Customer uses an approved third party to host the Software on Customer’s behalf, Customer must demonstrate that any reported Errors are not the result of such third party hosting (for example, by reproducing the problem on physical hardware).
15. **DATA PROTECTION.** Where SISW acts as Customer’s processor of personal data provided by Customer, the Data Privacy Terms available at <https://www.siemens.com/dpt/sw>, including the technical and organizational measures described therein, apply to the use of the relevant Offering and are incorporated herein by reference.