

## Maintenance Services Technical Addendum

The SIMATIC SIPAT Maintenance Services Technical Addendum applies to the SIMATIC SIPAT Software support level and time zone and Maintenance services as specified in Siemens Sales offer and constitute the relevant scope of Maintenance services supply between Siemens (hereinafter “Siemens”) and the customer as specified in Siemens Sales offer (hereinafter “Customer”), both together also referred to as “Parties”.

By accepting the Siemens Sales offer, Customer accepts the related Terms and Conditions (hereinafter “T&C”). The T&C shall apply exclusively. Conflicting or deviating terms and conditions of the Customer shall not apply unless Siemens has explicitly accepted such terms and conditions.

### 1 Definitions

- 1.1 “SIMATIC SIPAT Software” comprises Siemens Automation and Drives software products in the field of PAT (“Process Analytical Technology”), named “SIMATIC SIPAT” in combination with a further specific product name.
- 1.2 “Support Request” shall mean a query of the Customer related to SIMATIC SIPAT Software, which is dealt with within the scope of this Addendum.
- 1.3 “Reaction Time” shall mean the time between the receipt of the Support Request via one of the agreed communication channels (phone, eMail or web interaction) in accordance with this Addendum and the first communication of a technical specialist of SIMATIC SIPAT CS (Customer Support) with the Customer by e-mail, phone or web interaction. Reaction Time represents the time in which the technical analysis of the escalated issue starts.
- 1.4 “Version” shall mean the identification of a SIMATIC SIPAT Software product version which usually contains major changes compared with the foregoing “Version” and which is indicated by the number preceding the point in the software product name (e.g. “x” in “software Vx.y”)
- 1.5 “Release” shall mean the identification of a SIMATIC SIPAT Software product release which usually contains minor changes compared with the foregoing “Release” and which is indicated by the number following the point in the software product name (e.g. “y” in “software Vx.y”)
- 1.6 “Upgrade” shall mean a higher version or release of a SIMATIC SIPAT Software product that includes new functions. “Upgrade” may include new Versions as well as new Releases.
- 1.7 “Hot Fix” is a software update for clearing faults.
- 1.8 “Service Pack” shall mean a software package for clearing faults that usually contains several Hot Fixes.

- 1.9 “Maintenance Services” shall mean and include the maintenance services as specified in Sec. 5 (Maintenance Service description) of this Addendum.

## **2 Scope of Services**

- 2.1 The Maintenance Service as per this Addendum covers the SIMATIC SIPAT Software indicated in Siemens Sales offer, provided that these SIMATIC SIPAT Software products are, at the time of Maintenance service purchase listed in Siemens’ then-current price list. Notwithstanding any contractual obligation to provide Mature Products Support (cf. Sec. 5.5) however, at any time, Maintenance Services apply only to the current Versions and Releases of the SIMATIC SIPAT Software products (i.e. those which are, at the time of the Maintenance Service(s) being performed, contained in Siemens’ then-current published price list) and to older Versions and Releases, which have been deleted from Siemens’ published price list since no more than one (1) year. Notwithstanding any contractual obligation to provide Mature Products Support (cf. Sec. 5.5), Siemens may decide to perform Maintenance Services for SIMATIC SIPAT Software Versions and/or Releases that have been deleted from the published price list since a longer period of time at Siemens’ own discretion.

- 2.2 Maintenance Service is available either as “Standard”, “Silver” or “Gold” Support Service as specified in Siemens Sales offer.

The “Gold Support” service category comprises and implies the “Silver Support” service category.

The “Silver Support” service category comprises and implies the “Standard Support” service category.

- 2.3 Under this Addendum, Siemens renders the Maintenance Services as further described in the relevant Sections below and as specified in the Siemens Sales offer.
- 2.4 Siemens shall not be obliged to render Maintenance Services with respect to SIMATIC SIPAT Software, which is not used in compliance with the provisions of the applicable license provisions or the Siemens Sales offer, or which has been altered or modified by the Customer or third parties without approval by Siemens. Furthermore, Siemens shall not be obliged to render Maintenance Services outside the time frame as described under Sec. 4.1.3. and as agreed in the Siemens Sales offer.

## **3 Registration to Maintenance Services**

- 3.1 Siemens shall provide Customer with a Contract Number. The Contract Number is sent by Siemens to the “Customer Main Contact” specified in Siemens Sales offer.

## 4 Provision of Maintenance Services upon Support Request

If and to the extent a Maintenance Service is provided upon a respective Support Request by the Customer according to the service description in the relevant Section below, the following provisions shall apply:

### 4.1 Contact to the “Customer Support Team”, Availability of support

4.1.1 The Customer may contact the expert team of Siemens, which answers Support Requests under this Addendum (“Technical Support Team”) following the ways described in details through the web site

<http://support.automation.siemens.com/WW/view/en/31045710>

4.1.2 Queries issued by third parties shall not be covered by scope of this Addendum and the related T&C, unless otherwise agreed with the Customer in writing and subject to the condition that contact data to such third party is submitted in time (e.g. indicated in Siemens Sales offer). Siemens’ acceptance of such third parties is only valid for the current duration or extension period of this Maintenance service and may be withdrawn with effectiveness of the next extension period.

4.1.3 The service is available during the following time frames according to the service category:

- Standard Support: service organized 5 days per week (from Monday to Friday), in one of the three following Time Zones (as indicated in the Siemens sales offer)
  - Asia [1:00 GMT --- 10:00 GMT]
  - Americas [14:00 GMT --- 1:00 GMT]
  - Europe [8:00 GMT --- 17:00 GMT]
- Silver Support: 24 hours per day, 5 days per week (from Monday 00:00 GMT to Friday 24:00 GMT, including holidays)
- Gold Support: 24 hours per day, 7 days per week including holidays

### 4.2 Priority classes of Support Requests, Reaction Time

4.2.1 The Customer shall classify each Support Request according to the following table and according to the impact/s to his business:

Very High	This priority is reserved exclusively for situations in which the Customer’s production system is down or the Customer intends to initially start his production system very soon and this issue will prevent the production system to start operations
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| High | Used for situations where there is a severe functionality loss, but the Customer's production system remains operational and processing can continue |
| Low  | A functionality error has occurred but processing can still continue, or a non-business critical function is not performing properly                 |
| Low  | Request for service or information or a problem of minor impact has been identified  |

If a priority class is not defined by the Customer, it is by default considered to be "Low".

- 4.2.2 All Support Requests having the same priority class are managed in chronological order of receipt.
- 4.2.3 The classification of a Support Request is only binding after Siemens' confirmation of the classification. Siemens shall not unreasonably withhold such confirmation.
- 4.2.4 In case the business impact(s) changes whilst the Support Request is in process, the priority class may be changed only by mutual agreement between the Parties with effectiveness from the time of this mutual agreement, which shall not unreasonably be withheld, provided that the relevant additional facts have been communicated via the agreed means of communication as described herein.
- 4.2.5 Siemens shall react upon the Customer's Support Requests within an agreed Reaction Time which depends on the selected service category:

**Standard Support:**

- Reaction Time dependent on the priority class of the Support Request:
  - Very High 4 hours
  - High 8 hours
  - Low 2 days

**Silver Support:**

- Reaction Time dependent on the priority class of the Support Request:
  - Very High 1 hours
  - High 8 hours
  - Low 2 days

**Gold Support:**

- Reaction Time dependent on the priority class of the Support Request:
  - Very High 1 hours
  - High 8 hours
  - Low 2 days

- 4.2.6 The Reaction Time for Support Requests is counted including only the time of availability according to the selected service category (Standard, Silver, Gold). This means that hours on which the Support Service is not available within this service category (see

Section 4) are not counted as a part of the Reaction Time and the Reaction Time will be interrupted and restart with the beginning of the next hour during the defined time frame of availability. In every case, the Reaction Time shall start at the earliest at the time Siemens has received the necessary information as described in Section 4.3.4.

- 4.2.7 All Support Requests having the same priority class are managed according to the principle “first in, first out”.

### **4.3 Communication, Logging a Support Request**

- 4.3.1 In case a Support Request which is covered by the scope of this Addendum and the related T&C requires further communication exceeding the first call or e-mail from the Customer, Siemens shall provide the Customer with a code for the respective Support Request, the “Support Request Code” (hereinafter: “SR-Code”). The SR-Code is to be quoted by the Customer within all further communication in order to enable Siemens to quickly recognize the Support Request.
- 4.3.2 Support Requests shall, as a principle, be placed by one of the Customer's named contact persons which the Customer has named during the registration procedure, and Siemens' answers shall be sent to the contact person who placed the request. The Customer shall keep updated this contact information and the corresponding phone numbers and e-mail addresses.
- 4.3.3 Should, in single cases, a Support Request be submitted by a different person, the Contract Number has to be expressly stated within Service Request message, accompanied by detailed contact information (at least e-mail, phone) and, in addition, the Reaction Time for Support Requests with priority “very high” is not binding for Siemens in such case. This new contact person has to perform the registration procedure as soon as possible.  
If, in single cases, the Customer wishes that Siemens' answer be sent to a different person than the named contact person, the Customer shall immediately, when submitting the Support Request, provide Siemens with the contact data.
- 4.3.4 When the Customer is logging a Support Request the following information shall be provided:
- The component of the SIMATIC SIPAT Software which has caused the problem or area in which it has occurred (if known to the Customer or the person logging a Support Request on the Customer's behalf);
  - Brief description of the issue. The description should show which steps led to the problem and give information on changes in the Customer's system like applying Hot Fixes or Updates or changes in customising which could influence the system behaviour;
  - Details of the customer investigation (if any) carried out prior to contacting the Customer Support Team and information, if and how it is possible, to reproduce the problem;

- Information on customer functions or modifications in the area where the problem occurs;
- Especially for priority classes “high” and “very high”: details of the impact of the issue on the Customer’s business.

## **5 Maintenance Service description**

### **5.1 Software Update Service**

- 5.1.1 This Service is always included in all Maintenance service categories (Standard, Silver and Gold Support). For each SIMATIC SIPAT Software product within the scope of the T&C (as specified in Siemens Sales offer) licensed and acquired by Customer directly or indirectly from Siemens before the Maintenance Services activation, the Customer shall receive the latest Software Upgrades and Service Packs of the SIMATIC SIPAT Software product, in case and as long as Siemens generally distributes these SIMATIC SIPAT Software product versions.
- 5.1.2 Installation of the Software Updates is not included in the scope of any Maintenance Service. The Customer is granted software licenses in the new Versions and Releases according to the applicable Siemens General License Conditions for Software Products. The applicable license type and software type shall be the license type and software type of the software product originally licensed to the Customer, and Section 5 (Maintenance Service description) of the said license conditions shall apply with regard to the new Version and Release.
- 5.1.3 Shipment is done by Siemens typically within one month from the date when the Upgrade or Service Pack becomes generally available for shipment.
- 5.1.4 The scope of licenses granted with respect to Upgrades and Service Packs and the number of Upgrade and Service Pack media shall in no event exceed the scope of the licenses originally granted in the SIMATIC SIPAT Software.

### **5.2 Online Support Web Site**

<http://www.siemens.com/automation/service&support>

- 5.2.1 This Service is always included in all service categories (Standard, Silver and Gold Support). Siemens provides free access for the Customer’s registered users to several technical documents regarding the SIMATIC SIPAT Software selected by Siemens at its own discretion. These documents may contain:
- SIMATIC SIPAT knowledge base, a technical support database that includes real world services solutions from Technical Support or the SIMATIC SIPAT community

- SIMATIC SIPAT Software (e.g. Hot Fixes) and release notes availability for electronic downloads
- SIMATIC SIPAT Software product Documentation for electronic downloads
- FAQs

5.2.2 The Customer may download error corrections of the SIMATIC SIPAT Software products which are within the scope of the T&C (as specified in Siemens Sales offer), and which Siemens makes available from time to time for its customers as Hot Fix for the respective SIMATIC SIPAT Software, from the Online Support web site free of charge.

### **5.3 Customer Support for SIMATIC SIPAT Products**

This Service is always included in all service categories (Standard, Silver and Gold Support). Siemens is prepared to answer questions of the Customer related to the SIMATIC SIPAT Software for Siemens' SIMATIC SIPAT Software product(s) as indicated in Siemens Sales offer and under the terms as defined in Sec. 4, provided that the Customer's Support Requests fulfill the additional requirements listed below.

- 5.3.1 The respective technical problem of the Customer question has to be described in a technical way which can be understood by a technical expert in the field of the SIMATIC SIPAT Software, who does not know the particular application of the Customer on which the problem occurred. The Support Request shall name the SIMATIC SIPAT Software (including the identification of Version, Release and/or Service Pack and/or Hot Fix) and the attributes of the operating system to which the Support Request refers. If applicable, the Customer shall describe which actions already have been performed in order to resolve the technical problem and how the SIMATIC SIPAT Software has been adjusted or customized, accompanied by a brief description of the Customer's own application in the area where the technical problem occurs.
- 5.3.2 The content of the Support Request shall not comprise questions relative to the Customer's application. Support Requests may contain only software product specific questions with respect to SIMATIC SIPAT Software.
- 5.3.3 Support Requests shall be in English language.
- 5.3.4 The Customer shall use best efforts to provide the technical information as described in Section 4.3.4 already in the initial Support Request.

### **5.4 Option: Remote Support (Remote connection upon request)**

- 5.4.1 In case the Parties have agreed to include the "Remote Support" option (as indicated in Siemens Sales offer), and provided that the Customer's IT infrastructures allows remote

access, Siemens is prepared to answer Support Requests also by means of remote access for diagnosis and troubleshooting of technical problems.

- 5.4.2 When an issue occurs, the Customer and Siemens can agree to open a remote connection so that Siemens technicians will be able to operate on the Customer's computers where SIMATIC SIPAT products are running. Thanks to that, the Siemens' specialist will become able to use the remote keyboard and mouse and to see on their monitor the same as on the plant computer. In such case, Siemens' Customer Support Team personnel will be able to control the Customer's plant via a remote connection after prior authorization by the Customer. Each Party is responsible for providing a secure access for such services in its own responsibility.
- 5.4.3 The remote access will technically be initiated by the Customer at the time as mutually agreed. In such case, the Customer's system on which the SIMATIC SIPAT Software is running can be operated by Siemens via an input device (keyboard or mouse) at the Customer Support Team's site, and the corresponding monitor at this site will operate as an output device of Customer's system. The Customer shall ensure that the system status at that time corresponds to the system status that is relevant for the Support Request. The Customer acknowledges that Siemens is not familiar with specific risks of the Customer's plant and shall provide all information which Siemens' personnel reasonably needs to know before the operation of Customer's plant.
- 5.4.4 When answering the Customer's Support Request, Siemens shall use reasonable efforts to use also remote access in cases where useful for the Support Request, given the Customer's agreement. However, the Remote Access may not be available immediately.

## **5.5 Option: Mature Products Support**

- 5.5.1 "Mature" products are SIMATIC SIPAT Software products Versions or Releases that are no longer in Siemens' published price-list, are generally no longer distributed and supported by Siemens and which are not covered by the scope of services according to Section 2 of this Addendum.
- 5.5.2 For the mature SIMATIC SIPAT Software products indicated in Siemens Sales offer, Siemens provides the following services:
- The Technical Support Service shall apply as described herein, but restricted to answers to SIMATIC SIPAT Product features-related questions and requests for documentation. Siemens' availability is according to any service category (Standard, Silver or Gold), but no fixed Reaction Time shall apply. Siemens shall use reasonable efforts to find answers to the Customer's Support Requests but this might not be possible in certain circumstances for mature SIMATIC SIPAT Software. Siemens' answers to Support Requests may be provided at Siemens' discretion e.g. as a Hot Fix or Upgrade or as a workaround solution.
  - The Software Update Service shall not apply.

## 6 Applicable fees and payment terms

- 6.1 The fees for the Maintenance services follow from Siemens' current price list and the service specifications in the Siemens Sales offer. All fees payable hereunder are understood plus VAT. Additionally, the following provisions apply:
- 6.1.1 Option "**Remote Support**" service option: the price for this Service is always included in all Service categories (Standard, Silver and Gold Support). The costs for the appropriate licenses for the agreed software tool and hardware equipment (both on the part of Siemens and the Customer) and connection costs shall be borne by Customer.
- 6.1.2 Option "**Mature Product**" service option: this service is charged at a flat rate defined by Siemens depending on SIMATIC SIPAT Software product, Version and Release and as further specified in.