MC Software
Product Specific Maintenance Services Terms

These MC Software Product Specific Maintenance Services Terms ("MC Maintenance Terms") supplement the General SISW Maintenance Services Terms and apply solely to Products identified on the Order Form as "MC." These MC Maintenance Terms, together with the General SISW Maintenance Services Terms, the EULA and other applicable Supplemental Terms, form the agreement between the parties ("Agreement").

1. **DEFINITIONS.** Capitalized terms used herein have the meaning as defined in the Agreement. The following additional definitions apply to these MC Maintenance Terms:
   (a) "Customer ServicePack" means the release of the MC Software, in which errors have been corrected, that generally does not contain any changed functionality of the MC Software. Customer ServicePacks may be copied in the same amount as the number of original licenses of the MC Software.
   (b) "Incident Report (IR)" means a Customer query related to MC Software.
   (c) "Software Update" means a version of the MC Software that contains enhanced functionality, optimization etc. by Major and Point Releases.
   (d) "Targeted Response Time" means the targeted time between the receipt of the Incident Report via the SISW Support Center in accordance with these MC Terms and the first communication of a member of the SISW Support Center with the customer by e-mail or phone taking into account the availability periods for the contracted support service level.

2. **MAINTENANCE.** SISW offers the following Maintenance Services with regard to MC Software:

2.1 **Maintenance of Damaged Data Media.** In case of damaged data media SISW will provide the Customer with a new version of the MC Software. The method of the provision is at the sole discretion of SISW.

2.2 **Delivery of Software Updates and Service Packs.** Maintenance and support services consists of the provision of Software Updates and ServicePacks of the MC Software, to the extent that these services are made available by SISW with respect to the MC Software, or any portion of the MC Software, to its customer base in general. The installation of Software updates and ServicePacks is not part of the MC Software maintenance.

2.3 **Telephone Support.** The features of telephone support depends on the agreed service level. Currently the service level Bronze/Standard Service is offered. This means that customers may contact the SISW support center that supports the MC Software as listed on the SISW webpage http://www.siemens.com/gtac with issues or questions. Telephone support is available from 0800-1700 hours during normal business hours (Monday to Friday) local time at Customer's location as specified in the Agreement excluding national and local holidays. Customer shall provide the SISW Support Center with sufficient information about a suspected problem or error and the circumstances under which it occurred for SISW to recreate the problem on their systems. Telephone support is provided in German, English and Chinese; other languages may be available at the sole discretion of SISW.

3. **OTHER PROVISIONS.**

3.1 **Access and Data.** SISW is able to provide support services through remote connection upon request and in mutual agreement between the Customer and SISW. Customer shall provide SISW with secure remote access to the Customer's systems that are running the MC Software.

3.2 **Information on End Customer.** If Customer is not the customer of the maintenance services, Customer must inform SISW of the identity of the End Customer as soon as possible.

3.3 **Prioritization of Support Services.** SISW will use commercially reasonable efforts to provide prompt support services on a first come/first serve basis. Incident Reports are automatically escalated to the appropriate resources within SISW based on severity and complexity. The Customer shall classify each Incident Report according to the following priority classes and according to the impact(s) to its business. If a priority class is not defined by the Customer, it is by default considered to be "Low." SISW will make the final determination of the priority class of an Incident, and priority classes are defined as follows:

   - Critical
     The production system or deployment is currently inoperative. Continued usage of one or more critical functions of the product/deployment is impossible and prevents normal usage or deployment. Critical business operation and usage are severely affected on a production system or deployment process system. The problem is time-critical and causes a production or deployment stoppage. Targeted Response Time for Critical priority incidents is 4 hours for Bronze/Standard Support tiers.

- High

  A severe functionality loss of the production system or deployment, but the system remains operational. The problem is time-sensitive and may be causing an immediate functional stoppage. Targeted Response Time for High priority incidents is 8 hours for Bronze/Standard Support tiers.

- General

  A functionality issue has occurred but processing can continue, or a non-business critical function is not performing properly. Business operations are continuing and the impact is minor or a workaround exists. The problem can be time-sensitive but is not causing an immediate work stoppage and usage can continue in a restricted fashion. Targeted Response Time for General priority incidents is 2 days for Bronze/Standard Support tiers.

- Low

  A request or question for general support or information on a product. There is no work stoppage and operations can continue in an unrestricted manner. This includes requests for a new feature or functionality in the existing product or a feature important to long-term functionality. Targeted Response Time for Low priority incidents is 5 days for Bronze/Standard Support tiers.

3.4 **Registration of Maintenance.** SISW will provide Customer with a contract number as part of the Order Form. This number is required in order to register as a contact for maintenance services.