

## Polarion Software Product Specific Maintenance Services Terms

These Polarion Software Product Specific Maintenance Services Terms (“Polarion Maintenance Terms”) supplement the General SISW Maintenance Services Terms and apply solely to Products identified on the Order Form as “POLAR” (“Polarion Software”). These Polarion 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 same meaning as defined in the Agreement. The following additional definitions apply to these Polarion Maintenance Terms:

- (a) "Tiered Support" means the multiple-level Maintenance Services offered under these Polarion Maintenance Terms.
- (b) "Incident Report" means a Customer query logged by phone or electronically on the GTAC support web site.

2. **TIERED SUPPORT.** Customer will receive the Maintenance Services according to the Tiered Support level indicated on the applicable Order Form, either “Bronze”, “Silver” or “Gold” level. Each Tiered Support level grants a different level of service, as specified below.

2.1. **Bronze Level.** Customer will receive the Maintenance Services as specified in the General SISW Maintenance Services Terms, with the following modifications and additional services:

- (a) No Telephone Support. Telephone support in connection with the Polarion Software is not included.
- (b) Online Support. Bronze level Customers are only authorized to create Incident Reports through the GTAC Web Portal. Management and reviewing of the Incident Reports will be operated online. Access to the GTAC Web Portal is available twenty-four hours per day/seven days per week (“24/7”).
- (c) Technical Contacts. Bronze level Maintenance Services Customers will designate one Customer employee which has received training from SISW on the Polarion Software as a named technical contact. This technical contact will be the primary contact at Customer’s premises to contact SISW for Maintenance Services, and must be present at the time SISW provides any Maintenance Services. Customer’s initial designated technical contacts may be changed from time to time by providing advance written notice to SISW.
- (d) Additional Services. In addition SISW will also provide the following services to Bronze level Maintenance Services customers:
  - Advice on installing, updating and configuring the Polarion Software;
  - Advice on additional software extensions available on the Polarion Extension Portal;
  - Polarion Software log analysis;
  - Access to SISW’s self-serve resources for Polarion Software on the GTAC web portal (<http://www.siemens.com/gtac>) (the “GTAC Web Portal”).
- (e) Severity response commitments. SISW will use commercially reasonable efforts to provide Maintenance Services promptly on a first come/first served basis. Incident Reports are escalated based on severity and complexity. Customer will initially classify each Incident Report according to the following priority classes. If a priority class is not identified by Customer, the report is considered to be “General.” The final determination of priority class will be determined at SISW’s sole discretion.

<b>Critical</b>	Reserved exclusively for incidents in which Customer’s production system is down or Customer intends to initially start the production system very soon and this issue will prevent the production system to start operations.
<b>High</b>	Severe functionality loss, but Customer’s production system remains operational and processing can continue.
<b>Medium/ General</b>	A functionality error has occurred but processing can still continue, or a non-business critical function is not performing properly.
<b>Low</b>	Request for service or information or a problem of minor impact has been identified.

(f) Incident Report Target Response Times. SISW will use commercially reasonable efforts to provide a first response to an Incident Report within the following time periods in accordance with the report’s classification:

<b>Incident Report Classification Level</b>	<b>Critical</b>	<b>High</b>	<b>Medium/General &amp; Low</b>
<b>Target Response Time</b>	24 hours	36 hours	48 hours

- 2.2. Silver Level.** Silver level Customers will receive all of the benefits of Bronze level plus the following additional benefits:
- (a) Additional technical contacts. One additional Customer technical contact for a total of two Customer technical contacts.
  - (b) Telephone Support. Customer shall have the right to receive telephone support for the Polarion Software as described in the General Maintenance Terms.
  - (c) Remote assistance. SISW provides support services through remote connection upon request and in mutual agreement between Customer and SISW.
  - (d) Eligibility for Polarion Hosting Services. Cloud hosting or managed software services are only provided by SISW to Customers for Polarion Software that is covered by Maintenance Services level Silver or higher. Such cloud hosting or managed software services are separate paid service engagements and are subject to a separate agreement concluded between SISW and Customer.
  - (e) Project-aligned Support. Upon receiving a roadmap or plan of the ongoing and upcoming projects, SISW will take this project-specific information into account when prioritizing and addressing issues and Incident Reports.
  - (f) Clustering Support. Upon request, issue-specific advice on cluster setup and tips for cluster fine-tuning according to best practices will be given.
  - (g) API Support. SISW will provide advice and guidance on how to use the API's delivered with the Polarion Software.
  - (h) Incident Report Target Response Times. SISW will use commercially reasonable efforts to provide a first response to an Incident Report within the following time periods in accordance with the report's classification.

<b>Incident Report Classification Level</b>	<b>Critical</b>	<b>High</b>	<b>Medium/General &amp; Low</b>
<b>Target Response Time</b>	12 hours	24 hours	36 hours

- 2.3. Gold Level.** Gold level Maintenance Services Customers will receive all of the benefits of Silver level plus the following additional benefits.
- (a) Additional technical contacts. Three additional Customer technical contacts for a total of five Customer technical contacts.
  - (b) Performance diagnostics. Upon receiving an Incident Report of degraded server performance, SISW will review Customer's server configuration, compare it to best practice and experience gathered from working with the customer base in general and advise Customer which correction measures can be taken. Customer will have to implement these measures by itself and SISW will not perform any configuration on behalf of Customer, unless a separate paid service engagement for such service is concluded between SISW and Customer.
  - (c) Scheduled environment review. Upon request and subject to an agreement between Customer and SISW, SISW will perform a periodic review (2 times per year) of the system environment on which the Polarion Software is installed and provide Customer with a report containing advice on any corrective measures which can be taken (such as upgrade of hardware or licenses, etc.).
  - (d) Planned Weekend Support. Upon request of Customer, but no more than twice per year, SISW will make a technical support engineer available during the weekend to render support services for any activities involving use of the Polarion Software by Customer during that weekend, provided (i) such request is made in writing at least two weeks in advance of the start of the specified weekend, (ii) simultaneously with the request the technical details of the planned activity are sent to SISW, such as the project plan, the timeline of the project, the contact details of the project staff, etc., and (iii) remote access to Customer's system environment for SISW's technical support engineer is assured and confirmed in advance of the start of the weekend by Customer at its own cost and risk. Subject to availability and additional fees, SISW may at its discretion agree to additional weekend support requests from the customer and perform such support services as professional services governed by a separate agreement and statement of work.
  - (e) Polarion Upgrade Support. SISW will provide advice and assistance with upgrading software to a newer version. However, Customer will have to perform the actual upgrade, and SISW will not perform any configuration on behalf of Customer unless a separate engagement for such service is concluded between SISW and Customer.
  - (f) Assigned Technical Account Manager. SISW will appoint a key technical account manager to act as single point of contact for Customer regarding support requests. SISW will provide direct contact details for this technical account manager.
  - (g) Annual On-site Visit. Once per year, the assigned technical account manager will meet Customer's technical contacts at Customer's site to discuss the deployment of the Polarion Software and to answer questions.

- (h) Incident Report Target Response Times. SISW will use commercially reasonable efforts to provide a first response to an Incident Report within the following time periods in accordance with the report’s classification.

<b>Incident Report Classification Level</b>	<b>Critical</b>	<b>High</b>	<b>Medium/General &amp; Low</b>
<b>Target Response Time</b>	1 hours	6 hours	12 hours

Incident Reports or support requests with classification “Critical” must be initiated by phone.

- (i) Extended Support Hours. SISW will accept Incident Reports 24 hours per day, Monday through Friday. The local office in the applicable time zone will respond during regular business hours in English. After local office hours end, the report will be addressed by the next available support team.

**3. KNOWLEDGE PRE-REQUISITES.** Polarion Software is intended for commercial or educational use by computer professionals. Administering Polarion Software requires a baseline technical skill set, including, but not limited to, experience with installing and maintaining production web-based technologies. Customer is responsible for administering and upgrading the Polarion Software installations. Upon purchase of Maintenance Services, SISW will provide expert guidance on how to do this, but SISW will not be able to provide step-by-step maintenance and installation assistance. If Customer requires further assistance with this level of implementation, Customer should consider the written resources posted on SISW’s website or the GTAC Web Portal.