

Simatic IT Software

Product Specific Terms

Siemens Product Lifecycle Management Software Inc., or one of its Siemens Industry Software affiliated companies (collectively referred to herein as “SISW”), has entered into a software license and services agreement with a customer for SISW software, which may have taken the form of a written agreement signed by both parties or a click-wrap or online agreement agreed to by the customer electronically (referred to herein as the “Agreement”). These terms and conditions (the “Simatic IT Amendment”) are specific to Simatic IT software, a software product group in the field of manufacturing execution systems (“Simatic IT Software”) and not to any other software offered by SISW. These terms are additional to the terms in the Agreement and, to the extent that these terms are in conflict with the terms of the Agreement, these terms will take precedence and supersede the terms of the Agreement with respect to Simatic IT Software. The Simatic IT Amendment applies to any SISW product number that begins with the prefix “SIT” or “XFP”. The Simatic IT Amendment does not apply to any other SISW products, even if it has been presented for acceptance by the Customer with respect to such products.

1. Software License Terms and Conditions.

1.1 Definitions. The following definitions will apply in addition with respect to the Simatic IT Software.

- (a) “Credits”. In the case of Simatic IT Software products which allow different configurations, the scope of use may be defined not only by the initial license grant, but also by the additional purchase of license credits which provide for additional license rights (e.g. for a certain number of users in the case of “concurrent user” licenses or for a certain number of products, especially “Equipment (” in the case of “per product” licenses or for a certain number of clients). Such scope is defined by packs of credits which can be ordered from SISW.
- (b) “Documentation”. The Documentation for the Simatic IT Software is available in German and in English. The Documentation for the Simatic IT Software is provided in digital format with the software. Documentation in paper format must be purchased separately.

1.2 License Grant. The rights granted to the Customer with respect to the Simatic IT Software are dependent on the relevant License Type. Unless otherwise specified, the Customer is granted a non-exclusive and non-transferable right to install the Simatic IT Software on one (1) hardware device per license. The Simatic IT Software consists of one or more Simatic IT basic modules as a prerequisite for the usage of any required number and/or combination of additional modules. In addition to the License Type, the scope of use for Simatic IT Software is generally defined by the number of Credits acquired. The Customer may use the Simatic IT Software for the number of items for which Customer has acquired the corresponding number of Credits.

1.3 License Types. The following License Types exist for Simatic IT.

- (a) “Floating License”. A Floating License may also be referred to as a “Concurrent User License” as such term is defined in the Agreement.
- (b) “Single-Workstation and Server License”. With respect to Simatic IT Software, a Single Workstation and Server License means the non-exclusive right, transferable in accordance with the Agreement, and valid for an unlimited period of time, to install the Simatic IT Software on one (1) hardware device and to utilize the Simatic IT Software thus installed in the manner specified by SISW in the Documentation.
- (c) “Rental or Lease License”. The non-exclusive right, limited in time as stipulated in writing by SISW, to install and use the Simatic IT Software on one (1) hardware device. If the period of use is specified in hours, the usage decisive for the calculation of the time limit commences with the software start-up and finishes with its shut-down. If the period of usage is specified in days, weeks or months, the specified period, which commences with the delivery of the Software, applies independently of the actual time of usage.
- (d) “Trial or Demo License”. The non-exclusive and non-transferable right to install Simatic IT Software on one (1) hardware device and to use it for validation purposes in the manner specified in writing by the parties. The period of usage is limited to 14 days and commences with the delivery of the Simatic IT Software, unless a different period of usage is specified in writing by the parties.

1.4 Supplementary Terms for Simatic IT Libraries (used in older Simatic IT versions). A “Simatic IT Library” is a reusable software application developed by Siemens in the field of manufacturing execution systems which cannot run alone and which must be used in connection with Simatic IT Software Simatic IT. Such Simatic IT Libraries were and are available separately for older versions of Simatic IT. In case Customer has licensed such Simatic IT Libraries for older Simatic IT versions, the terms of this section shall apply in connection with the use of such Simatic IT Libraries.

- (a) The Customer is granted the non-exclusive right to use a Simatic IT Library in object code form within the Customer's application and within the scope of use specified under subsection (b). Any further duplication is prohibited unless authorized by SISW in writing. The Simatic IT Library is part of the customized application and therefore may not be sold, sublicensed, rented, made available or otherwise transferred except in the case of a transfer of the Simatic IT Software application which is permitted under this Simatic IT Amendment.
- (b) The Simatic IT Library is licensed solely for the Equipment used by such Library. "Equipment" shall mean any physical device which is configured inside the Simatic IT Software "Simatic IT Production Modeler". Within the process industry, this means a device that is used to transform material during the execution of a recipe phase ("Execution Equipment") or that is used to store or transport material without connection to a recipe phase ("Storage Equipment"). The number of pieces of Equipment shall be defined for each Library. The Customer may use each Simatic IT Library only for the Equipment for which Customer has acquired the corresponding license. Any use of a Simatic IT Library beyond the corresponding Equipment requires an additional license or, if applicable, Credits. In this connection, the definition of Credits shall apply accordingly also for Simatic IT Libraries.
- (c) SISW will keep track of all Simatic IT Libraries supplied in object code to verify any improper modification or repairs made by the Customer or any third party.
- (d) The Customer understands and acknowledges that in the future, SISW is free to include the Simatic IT Library or parts thereof in its Simatic IT Software for general distribution as part of a software product. Future versions of the Simatic IT Library may be modified accordingly.
- (e) Unless otherwise agreed by SISW in writing, the requirement specifications for the Simatic IT Library shall be those supplied by SISW.

2. Simatic IT Software Maintenance Terms and Conditions.

These Simatic IT Maintenance Terms and Conditions apply to the Simatic IT Software, support level and time zone, Simatic IT Libraries for older Simatic IT versions, , and other Maintenance Services as specified in SISW's offer to Customer, which could take the form of an LSDA or other ordering document that is acceptable in form and content to SISW (hereinafter referred to collectively as an "LSDA"), and constitutes the relevant scope of Maintenance Services provided by SISW to the Customer for Simatic IT Software. SISW and Customer are collectively referred to herein as the "Parties".

2.1 Definitions.

- (a) "Support Request" shall mean a query of the Customer related to the Simatic IT Software which is dealt with within the scope of these Maintenance Terms and Conditions.
- (b) "Reaction Time" shall mean the time between the receipt of the Support Request via one of the agreed communication channels (i.e. web-interface, phone call followed by web-access) in accordance with these Simatic IT Maintenance Terms and Conditions and the first communication of a technical specialist of AS Simatic IT TSS (Technical Support Service) with the Customer by e-mail, phone or web interaction. Reaction Time represents the time in which the technical analysis of the reported issue starts.
- (c) "Dispatch Time" shall mean the time between SISW and the Customer commonly agree on the need to have SISW Simatic IT Software specialist on site to locally investigate the issue and the moment when either the SISW Simatic IT Software specialist actually starts his journey, or when steps for obtaining necessary permits for travelling, especially visa, are initiated, the latter being applicable when in the specific case such procedures are necessary to allow the specialist chosen by SISW to travel to the respective Customer site for the individual service task.
- (d) "Travel Time" shall mean the time for travelling from the location where the SISW Simatic IT Software specialist is located at the end of the Dispatch Time to the Customer's site as indicated in the applicable LSDA and also includes the time needed for visa procedures, if any, and travel reservations. Therefore, the duration of the Travel Time cannot be fixed in advance.
- (e) "Version" shall mean the identification of a software version which usually contains major changes compared with the foregoing "Version" and which is indicated by the number preceding the point in the software name (e.g. "x" in "software Vx.y")
- (f) "Release" shall mean the identification of a software release which usually contains minor changes compared with the foregoing "Release" and which is indicated by the number following the point in the software name (e.g. "y" in "software Vx.y")
- (g) "Upgrade" shall mean a higher version or release of the software that includes new functionality. "Upgrade" may include new Versions as well as new Releases.

- (h) “Hot Fix” is a software update for correcting faults, but not necessarily with new functionality.
- (i) “Service Pack” shall mean a software package for clearing faults that usually contains several Hot Fixes, but not necessarily with new functionality.
- (j) “Maintenance Services” means the maintenance services as specified in Section 2.7 “Maintenance Service Description” of these Simatic IT Maintenance Terms and Conditions.

2.2 Maintenance Service for Simatic IT. Maintenance Services cover the software indicated in the applicable LSDA, provided that the Simatic IT Software products are, at the time of concluding the Simatic IT Maintenance Service contract, listed in SISW then-current price list. Maintenance Services cover only the current Versions and Releases of the Simatic IT Software products (i.e. those which are, at the time of the Maintenance Services being performed, contained in SISW then-current published price list) and to older Versions and Releases, which have been deleted from SISW published price list since no more than one (1) year. SISW may decide to perform Maintenance Services for Simatic IT Software Versions and/or Releases that have been deleted from the published price list since a longer period of time at Siemens’ own discretion.

- (a) Maintenance Service is available either as “Bronze”, “Silver” or “Gold” Support Service as specified in the applicable LSDA.
 - The “Gold Support” service category comprises and implies the “Silver Support” service category.
 - The “Silver Support” service category comprises and implies the “Bronze Support” service category.
- (b) Exclusions. SISW shall not be obliged to render Maintenance Services with respect to Simatic IT Software, Simatic IT Libraries for older Simatic IT versions and/or, which are not used in compliance with the applicable license provisions or the applicable LSDA, or which has been altered or modified by the Customer or third parties without approval by SISW.

2.3 Registration to Maintenance Services.

- (a) SISW shall provide Customer with a Contract Number. The Contract Number is sent by SISW to the “Customer Main Contact” specified in the applicable LSDA. Such Contract Number is required during the contact registration procedure as set forth in the next paragraph.
- (b) The services as described in this Addendum shall only be provided after the completion of the registration process. The registration procedure requires the Customer to complete the registration form provided by SISW via the following internet address: <https://Simatic IT-simaticit.siemens.com/tss>. SISW shall confirm the registration after the receipt of the registration form via the internet.

2.4 Provision of Maintenance Services upon Support Request. If Maintenance Services are provided pursuant to a Support Request by the Customer, the following provisions shall apply:

- (a) Contact to the “Technical Support Team”, Availability of Support. The Customer may contact the expert team of SISW, which answers Support Requests under these Simatic IT Maintenance Terms and Conditions (“Technical Support Team”) according to the requirements described in detail on the website <https://Simatic IT-simaticit.siemens.com/tss>. Queries issued by third parties are not within the scope of the Maintenance Service Conditions, unless otherwise agreed with the Customer in writing and subject to the condition that contact data to such third party is submitted promptly. SISW’s acceptance of such third parties is only valid for the current duration or extension period of the Maintenance Service and may be withdrawn effective as of the next extension period.
- (b) The service is available during the following support hours for Simatic IT in accordance with the applicable service category:
 - Bronze Support: service organized 5 days per week (from Monday to Friday), in one of the three following Time Zones (as indicated in the applicable LSDA)
 - 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

2.5 Priority classes of Support Requests, Reaction Time.

- (a) The Customer shall classify each Support Request according to the following table 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”.

Existing Priority Classes:

- Critical 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.
 - High This priority shall be used for situations where there is a severe functionality loss, but the Customer’s production system remains operational and processing can continue.
 - Medium 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.
- (b) All Support Requests having the same priority class are managed in chronological order of receipt.
- (c) The classification of a Support Request is only binding after SISW’s confirmation of the classification. SISW shall not unreasonably withhold such confirmation.
- (d) In case the business impact changes while the Support Request is in process, the priority class may be changed only by mutual agreement between the Parties, effective 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.
- (e) SISW shall react to the Customer’s Support Requests within an agreed Reaction Time which depends on the applicable service category:

Priority Class	Reaction Time		
	Bronze-Support	Silver-Support	Gold-Support
Critical	4 hours	1 hour	1 hour
High	8 hours	8 hours	8 hours
Medium	2 days	2 days	2 days
Low	5 days	5 days	5 days

- (f) The Reaction Time for Support Requests is counted including only the time of availability according to the selected service category (Bronze, Silver, Gold). This means that hours during which the Support Service is not available within this service category and respective applicable support hours 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 SISW has received the Required Support Information.
- (g) All Support Requests having the same priority class are managed according to the principle “first in, first out”.
- (h) For extremely critical situations with material business impact, Technical Support Team is available to receive phone calls. In every case the Customer must then create a new official Service Request throughout the web interface as described further below under “Technical Support Service Website (TSS Website)”.

2.6 Communication, Logging a Support Request.

- (a) In case a Support Request which is covered by the scope of the Maintenance Service Conditions requires further communication in addition to the first call or e-mail from the Customer, SISW shall provide the Customer with a code for the respective Support Request, the “Support Request Code” or “SR-Code”. The SR-Code is to be quoted by the Customer within all further communications in order to enable SISW to quickly recognize the Support Request. The Customer shall insert the name Simatic IT and e-mail-addresses or phone numbers of the persons as points of contact for the Support Requests via the TSS web site, in accordance with Section 2.3, and keep this information updated.
- (b) 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 SISW 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.
- (c) Should a Support Request be submitted by a different person, the Contract Number has to be expressly stated within Service Request Simatic IT usage, accompanied by detailed contact information (at least e-mail, phone) and, in addition, the Reaction Time for Support Requests with priority “Critical” is not binding for SISW in such case. The

new contact person is required to perform the registration procedure as soon as possible. If the Customer wishes that SISW's answer be sent to a different person than the named contact person, the Customer shall, when submitting the Support Request, provide SISW with the contact data.

- (d) When the Customer is logging a Support Request the following information is required (Required Support Information):
- The component of the Simatic IT Software or Simatic IT Library which has caused the problem or the 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 provide information on changes in the Customer's system, such as 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 Technical 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 "Critical": details of the impact of the issue on the Customer's business.

2.7 Maintenance Service Description.

(a) Software Update Service

- (1) This Service is always included in all Maintenance Service categories (Bronze, Silver and Gold Support). For each Simatic IT Software product within the scope of the Maintenance Services (as specified in the applicable LSDA) licensed and acquired by Customer directly or indirectly from SISW before the Maintenance Services activation, the Customer shall receive the latest Software Upgrades and Service Packs of the Simatic IT Software, provided that SISW generally distributes the applicable Simatic IT Software product versions.
- (2) Installation of the Software Updates is not included in the scope of any Maintenance Service.
- (3) The Customer is granted software licenses in the new Versions and Releases according to the Agreement, as amended herein. 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 2.7 (Maintenance Service Description) shall apply with regard to the new Version and Release.
- (4) Shipment is done by SISW typically within one month from the date when the Upgrade or Service Pack becomes generally available for shipment.
- (5) 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 IT Software.
- (6) Subsections (1), (2), (5) of this section shall apply accordingly to Simatic IT Libraries for older Simatic IT versions within the scope of the Maintenance Services (as specified in the applicable LSDA).

- (b) Technical Support Service Website (TSS-Website). This Service is always included in all service categories (Bronze, Silver and Gold Support). SISW provides free access for the Customer's registered users to several technical documents regarding the software selected by SISW at its own discretion. These documents may contain:
- Simatic IT knowledge base, a database including general Technical Support solutions based on experience with customer service requests.
 - Simatic IT Software (e.g. Hot Fix Collection) and release notes available for electronic download.
 - Simatic IT Software product Documentation for electronic download.

Access shall be provided through the following website: <https://Simatic-IT-simaticit.siemens.com/tss>.

The Customer may download error corrections of the Simatic IT Software products which are within the scope of the Maintenance Services (as specified in the applicable LSDA), and which SISW makes available from time to time for its customers for the respective Simatic IT Software, from the TSS web site free of charge.

- (c) Technical Support Service for Simatic IT Products. This Service is always included in all service categories (Bronze, Silver and Gold Support).

SISW is prepared to answer questions of the Customer related to Simatic IT Software products and Simatic IT Libraries for older Simatic IT versions, as indicated in the applicable LSDA, and under the terms of Section 2.4, provided that the Customer's Support Requests fulfill the additional requirements listed below.

- The technical problem to which the Customer's question relates has to be described in a technical way which can be understood by a technical expert in the field of the Simatic IT Software who does not know the particular application of the Customer on which the problem occurred. The Support Request shall name the Simatic IT 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 IT 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.

- The content of the Support Request shall not comprise questions relative to the Customer's application. Support Requests may contain only software specific questions with respect to Simatic IT Software.
- Support Requests shall be in the English language.
- The Customer shall use its best efforts to provide the Required Support Information already in the initial Support Request.

(d) Remote Support (Remote connection upon request).

- This Service is always included in all Service categories (Bronze, Silver and Gold Support). Provided that the Customer's IT infrastructures allows remote access, SISW is prepared to answer Support Requests by means of remote access for diagnosis and troubleshooting of technical problems.
- When an issue occurs, the Customer and SISW can agree to open a remote connection so that SISW technicians will be able to access remotely Customer's computers on which Simatic IT products are running. In such case, SISW Technical 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 secure access for such services.
- 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 IT Software is running can be operated by SISW via an input device (keyboard or mouse) at the Technical 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 SISW is not familiar with specific risks of the Customer's plant and shall provide all information which SISW personnel reasonably needs to know before the operation of Customer's plant.
- When answering the Customer's Support Request, SISW 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.

3. Simatic IT Software Optional Maintenance Services. For Simatic IT, the following optional maintenance services are available. The Maintenance Terms and Conditions described in Section 3 shall apply accordingly to the extent that they are not in contradiction to special terms stated below.

3.1 Agent based Diagnosis Service (Remote Monitoring)

- (a) In case the Parties have separately agreed upon the "Agent based Diagnosis Service" (as indicated in the applicable LSDA), SISW has the technical possibility to permanently monitor the Customer's installation of Simatic IT products and/or systems as well as Customer's applications by means of an agent tool available at SISW without the Customer having to technically initialize the connection in each case. This does not mean that SISW is permanently able to operate on the Customer's system. Not all actions running on the Customer's system will be supervised continuously by SISW technical specialists.
- (b) The agent tools installed at the Customer's site analyse potential problems related to the Customer's hardware, operating system, Simatic IT Software products and applications occurring while the Customer's system operates. Depending on the Customer's configuration of the system, the agent software will cause, upon certain defined incidents, an alarm signal. Before the Remote diagnosis service can be performed, the Parties shall define a range of incidents related to potential problems relevant for the Simatic IT Software installed on the Customer's system. Only those defined incidents shall cause the alarm signal generated by the software agent to be sent to SISW service operation centre. The software agent's installation and configuration will be carried out by the SISW Team within the Service Activation task.

The Service Activation task is relative to each single customer's location and includes:

- Definition of the incidents to be monitored with software agents
- Installation and configuration of the software agents at Customer's site
- Activation of the service at SISW facilities
- Acceptance tests

It is the Customer's responsibility following SISW's specifications, to establish a permanent connection line that meets the security requirements specified by SISW. The installation and configuration activities can be requested from SISW only when the above-mentioned steps are satisfied.

- (c) SISW is not responsible and not liable for any missing communication of alarms due to unavailability of the communication channel or technical problems in the communication infrastructure at the Customer's site.
- (d) It is the Customer's responsibility to apply the maintenance policy of the installed software agents' licenses and to comply with the security policies specified in the technical documentation provided by SISW.

3.2 **Programmed Maintenance.** In case the Parties have separately agreed upon the "Programmed Maintenance" service (as indicated in the applicable LSDA), Customer and SISW agree on a certain number of days of assistance for programmed maintenance of the system; SISW and Customer shall agree on the dates of assistance, and the request of assistance shall be done at least 10 days before the requested date. Scope of this programmed maintenance is to check that the system doesn't need any modification in order to ensure that any problem should occur in the future due to any consumption of system resources.

3.3 **Corrective On Site Service.** In case the Parties have separately agreed upon the "Corrective On Site Service" (as indicated in the applicable LSDA), SISW is prepared to assist the Customer handling of problems within the scope of the Simatic IT Maintenance Services on the Customer's site specified in the applicable LSDA.

- (a) As Support Requests do not include queries other than those directly related to Simatic IT Software, the Customer shall be responsible for ensuring that personnel with good knowledge of the Customer's systems are available.
- (b) SISW staff shall not enter or be deemed to have entered into any employment relationship with the Customer. The Customer shall communicate its requests concerning the Corrective On Site Service to be communicated exclusively to the contact named by SISW, and shall not be entitled to give direct instructions to the other members of SISW staff.
- (c) The following time schedule shall apply:
 - The time of the arrival of the SISW Simatic IT Software specialist on the indicated Customer's site shall be after expiry of the Dispatch Time and the Travel Time.
 - The Simatic IT Software specialist shall start to travel to Customer's indicated site as set forth in the applicable LSDA within a Dispatch Time of 24 hours.
 - The Travel Time is not included in the Dispatch Time. SISW shall use commercially reasonable endeavours to reduce the travel time as much as possible.

3.4 **Mature Products Support.** In case the Parties have separately agreed upon the "Mature Products Support" service (as indicated in the applicable LSDA), the following shall apply:

- (a) "Mature" products are Simatic IT Software products Versions or Releases that are no longer in SISW published price-list, are generally no longer distributed and supported by SISW and which are not covered by the regular Maintenance Services.
- (b) If not otherwise specified, support for these products is restricted to answers to Simatic IT Product features-related questions and requests for documentation. No fixed Reaction Time shall apply. SISW answers to Support Requests may be provided at SISW's discretion e.g. as a Hot Fix or Upgrade or as a workaround solution. The Software Update Service shall not apply.
- (c) If Mature Product Support is chosen for specific mature Simatic IT Software products indicated in the applicable LSDA, SISW will provide the following services: The Technical Support Service shall apply as described in Section 3. SISW's availability is according to any service category SISW shall use reasonable efforts to find answers to the Customer's Support Requests.

4. Applicable fees and payment terms for Software Maintenance Services and Optional Maintenance Services.

- (a) The fees for the Maintenance Services are specified in the applicable LSDA. All fees payable hereunder are exclusive of VAT. Additionally, the following provisions apply:
- (b) "Remote Support" service: The costs for the appropriate licenses for the agreed software tool and hardware equipment (both on the part of SISW and the Customer) and connection costs shall be borne by Customer.
- (c) "Agent Based Diagnosis Service": The costs for the dedicated hardware equipment and for agent software licences (third party product) on the part of the Customer shall be borne by Customer.
- (d) The Service Activation task is relative to each single customer's location.
- (e) The fee for each location is defined on the basis of the activities required for the Service Activation of the specific location.

- (f) “Corrective On Site service”: Services performed by SISW at the Customer’s site shall be invoiced additionally at SISW applicable rates. Travel and living expenses for SISW TSS personnel shall be reimbursed by the Customer at SISW’s applicable rates.
- (g) “Programmed Maintenance” service: Customer will be billed for an annual fee, including the days of programmed maintenance (as specified in the applicable LSDA), and agreed by Customer and SISW according to the procedures described in Section 2.7 (Maintenance Service Description). For the days of programmed maintenance, Customer will be charged the applicable SISW rates.
- (h) “Mature Product Support” service: This service is charged at a flat rate defined by SISW depending on the Simatic IT Software product, Version and Release.
- (i) Travel and lodging costs are not included and will be reimbursed at the incurred and documented cost.