

# IBS QMS 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 “IBS QMS Amendment”) are specific to IBS QMS software (“IBS QMS 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 IBS QMS Software.

### 1. Software Maintenance Terms and Conditions.

#### 1.1 Technology Upgrade

##### (a) Software compatibility with Updates

IBS QMS release planning includes compatibility with the previous version of the Software for a maximum period of 3 years from the official Major Release date. Compatibility means that the transfer and maintenance of existing data stock is enabled. This excludes Customer-specific Software components.

##### (b) Version Maintenance Period

IBS QMS shall maintain each current Major Release of the Software for a period of 1 year from the official version release date.

#### 1.2 Service-Level-Agreement

##### (a) Requirements

The obligation of SISW to fulfil its obligations out of the Service Level Agreement is subject to fulfilment of the following requirements by the Customer:

- The Major Release of the Software used by the Customer is within the maintenance period defined by SISW, The Customer has set up and is operating First Level Support and this constitutes the central interface for IBS QMS Second Level Support,
- A trouble-free operating environment for the Software is ensured by the First Level Support provided by the Customer,

##### (b) First Level Support by the customer

The First Level Support provided by the Customer is defined as the support and hotline activities that are directly covered by the support and hotline team of the Customer. In each case the First Level Support, in this case in particular the key users and system administrators, are responsible for ensuring that user enquiries and problems relating to the Software system are first responded to with Customer’s own solution proposals and solved to the greatest possible extent. The First Level Support of the Customer constitutes the interface with the IBS QMS Support Center. The First Level Support activities of the Customer include, inter alia:

- The solution of administrative problems that fall within the responsibility of the Customer,
- The solution of problems arising from the IT infrastructure used by the Software (e.g. network, server)
- Assistance in the case of operating errors caused by the user,
- Assistance in the case of lack of understanding of the user
- Regular system administration with regard to:
  - Database
  - Network
  - Hardware, connected equipment

##### (c) IBS QMS SUPPORT CENTER

Enquiries arising from the First Level Support of the Customer shall be processed by the IBS QMS Support Center in accordance with the definitions and procedures stipulated in this agreement. The IBS QMS Support Center shall provide the following services:

- Telephone support in answering specific and technical questions in relation to the Software
- Analysis of problems arising within the Software
- The removal of software errors within the Software
- The correction of erroneous configurations
- Assistance in the case of configuration queries

The response of the IBS QMS Support Center to support enquiries or solution of problems relating to third party software purchased from SISW may be limited. In this case, explicit reference is made to the terms and conditions of support of the third party.

**(d) IBS QMS Support Levels and support hours**

IBS QMS support hours are dependent on the IBS QMS Support Level chosen by the customer. Different IBS QMS Support Levels are available for different IBS QMS products:

- **Standard, Silver and Gold** for CAQ Professional, CAQ Automotive, PRISMA, CALVIN and SINIC::CAQ,
- **Standard** for CompliantPro, QSi.

The support hours for the different IBS QMS Support Levels are shown in the diagram below. The times shown are to be understood CET/CEST for Customers with Germany as the responsible IBS QMS Support hub and GMT-4 for Customers with America as the responsible Support hub.

CAQ Professional and Automotive, PRISMA, CALVIN and SINIC::CAQ:									CompliantPro, QSi:						
		Mon	Tue	Wed	Thu	Fri	Sat	Sun		Mon	Tue	Wed	Thu	Fri	
00.00 - 06.00		Gold					Gold								
06.00 - 08.00		Silver													
08.00 - 17.00		Standard													
17.00 - 22.00		Silver													
22.00 - 24.00		Gold													
									08.30 - 18.00	Standard					

Only priority A support enquiries (see classification under 2.7 below) shall be processed in the IBS QMS Support Levels Silver and Gold.

**(e) Reaction times**

Reaction times are dependent on the support hours agreed with the Customer through the IBS QMS Support Level (Standard, Silver, Gold) . Should the Customer i.e. opt for the IBS QMS Support Level “Standard” for an IBS QMS CAQ product ( 08.00-17.00 CET/CEST) and the Service Level order opened at 17.00 with an agreed Priority Level and reaction time of 4 hours, the problem-solving process shall at the very latest begin at 12.00 on the following day.

**(f) Time targets for problem solving**

The time targets for problem-solving specified by SISW are dependent on the priority classification of the potential error and the Support hours chosen by the Customer with the respective IBS QMS Support Level. Only the times falling within the Support hours chosen by the Customer with the IBS QMS Support Level shall be used to calculate the time target for the problem-solving process. IBS QMS hereby explicitly disclaims any warranty for the solution of the problem within the aspired time target. This shall apply, in particular, to problems requiring the active involvement of the Customer and/or third party suppliers. IBS QMS shall nevertheless always endeavour to provide the Customer with an immediate and direct solution to the problem.

**(g) Priority Classification**

The classification of the error description by problem type and priority classification is defined as follows:

<b>Problem Type</b>	<b>Priority Classification</b>	<b>Consequence / Effect</b>
System standstill	<b>A</b>	Software system standstill or significant system failures, no productive application possible, no workaround possible
Limited functionality	<b>B</b>	Software system shows signs of limited functionality, limited use of the Software system is possible, Workarounds are possible
Slightly limited functionality	<b>C</b>	Software system shows signs of slightly limited functionality

On opening a Service Level order, the priority classification of the Service Level order is determined by SISW, based on the problem type. Should the Customer request a different priority classification from those listed above, this must be agreed with the IBS QMS Support Center. The agreed priority classification shall then be assigned to the Service Level order.

**(h) Online connection to the Software system**

(i) Precise analysis and error removal requires access to the Software system of the Customer. In order to gain this access, IBS QMS shall require a VPN connection with the respective access rights (read and write rights) to the Software. The IBS QMS Support Center is to be advised of the necessary connection data and passwords on conclusion of the agreement. Appropriate access must be granted for the relevant productive, test and integration systems which generally include:

- Database server,
- Application server,
- File server.

The reaction times and problem-solving times defined in this agreement shall only apply subject to a functional online connection. The Customer shall provide a database export facility to the IBS QMS Support Center, if required.

(ii) Should no online connection to the Software system be present, all necessary services provided by the IBS QMS Support Center shall be carried out on the premises of the Customer. The resulting on-site man hours and the travelling times and costs shall be invoiced in accordance with the IBS QMS conditions valid at that time.

**(i) Extraordinary services**

In the case of extraordinarily high demands made of the IBS QMS Support Center arising from the need for increased consulting due to a lack of training etc., (e.g. resulting from temporary unavailability of the First Level Support of the Customer), SISW reserves the right to approach the Customer with regard to concluding an agreement beyond the agreed type of Support. In this case, SISW shall inform the Customer and submit an appropriate offer.

**(j) Processing time and fees**

**CAQ Professional, CAQ Automotive, PRISMA, CALVIN and SINIC::CAQ<sup>1</sup>**

<b>IBS QMS Support Level</b>	<b>Reaction Time</b>	<b>Priority Classification</b>	<b>Time Target for Problem-solving</b>
<b>Standard</b>	4 hrs	A	8 hrs
	within 2 working days	B	within 15 working days
	within 2 working days	C	within 20 working days
<b>Silver</b>	4 hrs	A	8 hrs
<b>Gold</b>	4 hrs	A	8 hrs

<sup>1</sup>Workdays = Mon-Fri, excluding statutory public holidays in Germany (Rheinland-Pfalz)

**CompliantPro, QSi<sup>2</sup>**

<b>IBS QMS Support Level</b>	<b>Reaction Time</b>	<b>Priority Classification</b>	<b>Time Target for Problem-solving</b>
<b>Standard</b>	4 hrs	A	8 hrs
	within 2 working days	B	within 15 working days
	within 2 working days	C	within 20 working days

<sup>2</sup>Workdays = Mon-Fri, excluding statutory public holidays in USA (Massachusetts).