

Cloud Supplemental Terms For Teamcenter X

These Teamcenter X Supplemental Terms (“TCX Terms”) amend the Cloud Service Agreement (“Agreement”) between Customer and SISW and apply solely to the Cloud Services identified in an Order as Teamcenter X or TCX (“TCX Services”). In the event of a conflict between the Agreement and the TCX Terms, the TCX Terms prevail. In the event of a conflict between an Order and the TCX Terms or the Agreement, the Order prevails with respect to the Cloud Services ordered thereunder.

1. DEFINITIONS. Capitalized terms used herein have the meaning as defined in the Agreement. The following additional definitions apply to these TCX Terms:

(a) “Acceptable Use Policy” means the document located at the following URL and incorporated by this reference: <https://www.plm.automation.siemens.com/global/de/legal/online-terms/cloud/>.

(b) “Configuration Services” means a package of services to configure the TCX preferences to Customer’s requirements. Guidelines for TCX preferences are found under Configuration Services in the Documentation.

(c) “Trial Update” means a major update to the software underlying the TCX Services available on a trial basis only.

2. ENTITLEMENT AND RIGHT TO ACCESS TCX SERVICES. Customer’s Entitlement to TCX Services is subject to the term and the parameters of the TCX Services specified in the Order.

2.1 Usage Parameters. TCX Services are made available on a per named user basis. Additionally, TCX Services are limited by infrastructure usage parameters, including but not limited to volume storage, database size, and data transfer as stated in the Order.

2.2 Configuration Services. Customer may purchase additional Configuration Services at any time during any term. SISW warrants that Configuration Services will be performed in a professional and workmanlike manner and disclaims all other warranties as provided in the Agreement.

2.3 Cloud Support Services. Cloud Support services for TCX services is limited to Standard Cloud Support and is offered as follows:

(a) Cloud Support for all Issues is available Monday to Friday, excluding local holidays and is provided in English only.

(b) Cloud Support services for Severity 1 and 2 Issues are offered 24 hours a day (24x5); and

(c) Cloud Support services for Severity 3 and 4 Issues are offered 16 hours daily (Local Time Zone 16x5).

2.4 Updates. Any Trial Update will first be made available to Customer in a Test Instance. SISW will give Customer notice when a Trial Update is first available and the date when the production environment of TCX Services will be updated. Customer’s Entitlement to use any Trial Update in a Test Instance is limited as provided in the Agreement with the expectation that Customer will provide feedback to mitigate any concerns when the production environment is subsequently updated. Updates to the production environment for TCX Services will occur on a fixed date for all customers.

2.5 Restrictions on Use of the TCX Services. When using TCX Services, Customer must comply with the terms of the Acceptable Use Policy.

2.6 Limited Reliance. Any use made by Customer of the data output and other deliverables provided hereunder, or any reliance thereon, is the sole responsibility of Customer and Siemens will have no liability to Customer or any third party. Customer will indemnify Siemens and hold it harmless from any claims by third parties arising from, or related to, Customer’s use of the data output, provided that Siemens, at its expense, will have the option to participate in the defense or settlement of any such claim.

3. OTHER PROVISIONS.

3.3 Term. The term of an Order for TCX Services will automatically renew for successive renewal periods of one year, unless Customer or SISW gives the other written notice of termination at least 30 days prior to the end of the current term.

3.1 Changes to Agreement. Any change to this Agreement will only apply from the beginning of a renewal term, unless a change during a current term is required as a result of a change of laws or permitted in an Order or a statement of work. Should a change during a term for a specific Order have a material adverse effect on Customer’s rights, obligations, or use of the TCX Services, Customer may terminate the affected TCX Services within 30 days

following SISW's notice. In case of such termination, SISW will refund any prepaid amounts for the relevant TCX Services on a pro-rata basis for the remaining term of the subscription.

3.2 Third-Party and Open Source Software. The software made available as part of TCX Services or for use together with TCX Services may contain third-party technology, including open source software ("Third-Party Technology). Third-Party Technology may be subject to separate terms if specified in the Documentation, "read me" or similar files or weblinks. If the Third-Party Technology license terms require SISW to furnish source code of the Third-Party Technology, SISW will provide it upon written request and payment of any shipping charges.