

SERVICE LEVEL AGREEMENT FOR SERVICE OFFERINGS

1. Service Level Agreement

This Service Level Agreement for Service Offerings (this “SLA”) sets forth the System Availability metrics to which Siemens Product Lifecycle Management Software Inc., also known as Siemens Industry Software (hereinafter referred to herein as “SISW”), will commit for the production version of each Service Offering offered for subscription. Any terms not otherwise defined herein shall have the meanings set forth in the Cloud Services Agreement (the “Agreement”) entered into between SISW and Customer.

This SLA shall not apply to any Service Offering for which a System Availability metric is explicitly set forth in the applicable Supplemental Terms and Conditions for such Service Offering or for which the applicability of service level metrics is explicitly excluded in the Agreement.

2. Definitions

“**Downtime**” means all of the time in a Month during which the production version of a Service Offering is not available, except for Excluded Downtime, as defined below.

“**Month**” means a calendar month.

“**Monthly Subscription Fees**” means the monthly (or if applicable, 1/12 of the annual) subscription fees paid for the Cloud Service which did not meet the System Availability metrics.

“**Regular Maintenance Window**” means, with respect to a Service Offering, the regular period during which SISW may schedule Downtime for maintenance of such Service Offering, as set forth in this SLA.

3. System Availability Metrics and Credits

3.1 Claim process, Reports

Customer may claim a credit in the amount described in the table of Section 3.2 below in case of SISW’s failure to meet the System Availability metric with respect to a particular Service Offering, which credit Customer may apply to a future invoice relating to the Service Offering that did not meet the System Availability metric. Any such credit provided to Customer shall be the sole and exclusive remedy available to Customer for a failure by SISW to meet the System Availability metric for the Service Offering.

Claims under this SLA must be made in good faith and by submitting a support case within thirty (30) days after the end of the relevant Month in which SISW did not meet the System Availability metric. Any claims not submitted by Customer within the specified time period may be denied by SISW and SISW will have no further obligation to Customer with respect to such failure to meet the System Availability metric for the Service Offering.

SISW will provide to Customer a monthly report describing the System Availability for an applicable Service Offering either (i) by email following Customer’s request to its assigned SISW account manager, (ii) through the System, or (iii) through an online portal made available to customers, if and when such online portal becomes available.

3.2 System Availability Metric

$$\text{System Availability (expressed as a percentage)} = \frac{\text{Uptime (in seconds) during a Month}}{\text{Total Time (in seconds) during a Month}}$$

The System Availability metric will be considered met successfully if the applicable Service Offering is available for use (i) 99.95% of the time for SISW Premium Cloud Support deployments or (ii) 95% of the time for SISW Standard Cloud Support deployments.

If SISW is unable to meet the System Availability metric three (3) or more times in a calendar year, then Customer will have the right to terminate the Agreement without penalty.

Excluded Downtime	All of the Downtime during a Month that is attributable to: (i) a Scheduled Downtime for which a Regular Maintenance Window is described in Section 4 below; (ii) any other Scheduled Downtime according to Section 4 for which Customer has been notified at least 24 hours prior to such Scheduled Downtime; or (iii) unavailability caused by factors outside of SISW's reasonable control, such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised.
Scheduled Downtime	Downtime for a Service Offering that is scheduled by SISW as set forth in Section 4 of this SLA, "Maintenance Windows for Service Offerings"
Total Time	All of the time during a Month, less any Excluded Downtime
Uptime	All of the time during a Month when a Service Offering is available for production use.

4. **Maintenance Windows for Service Offerings**

SISW may designate a downtime period during the Regular Maintenance Windows or upgrade periods listed below, and such periods will be considered Scheduled Downtime. Where "Local Time" is referenced, this refers to the location of the data center where the Service Offering is hosted.

Teamcenter Rapidstart

Maintenance Windows	
Regular Maintenance Window	Weekly Friday 10:00 p.m. to Monday 3:00 a.m. US Pacific Time
Upgrades	Up to 4 times per year from Friday 10:00 p.m. to Monday 3:00 a.m. US Pacific Time

Industrial Machinery Catalyst

Maintenance Windows	
Regular Maintenance Window	Weekly Friday 10:00 p.m. to Monday 3:00 a.m. US Pacific Time
Upgrades	Up to 4 times per year from Friday 10:00 p.m. to Monday 3:00 a.m. US Pacific Time

Intosite

Maintenance Windows	
Regular Maintenance Window	Weekly Friday 10:00 p.m. to Monday 3:00 a.m. US Pacific Time
Upgrades	Up to 4 times per year from Friday 10:00 p.m. to Monday 3:00 a.m. US Pacific Time

NX Managed SaaS

Maintenance Windows	
Regular Maintenance Window	Weekly Friday 10:00 p.m. to Monday 3:00 a.m. US Pacific Time
Upgrades	Up to 4 times per year from Friday 10:00 p.m. to Monday 3:00 a.m. US Pacific Time

Omneo

Maintenance Windows	
Regular Maintenance Window	Weekly Friday 3:00 a.m. to Monday 5:00 a.m. US Pacific Time
Upgrades	Up to 7 times per year Friday, 3:00 a.m. to Friday 7:00 a.m. US Pacific Time

SISW reserves the right to extend or change the times of the Regular Maintenance Windows for Service Offerings. SISW will use commercially reasonable efforts to notify Customer at least 72 hours prior to the occurrence of a Scheduled Downtime for a Service Offering.