

Cloud Supplemental Terms For PlantSight

These PlantSight Supplemental Terms (“PlantSight Terms”) amend the Cloud Service Agreement (“Agreement”) between Customer and SISW and apply solely with regard to the Cloud Services identified in the Order as PlantSight (“PlantSight Services”). In the event of a conflict between the Agreement and these PlantSight Terms, these PlantSight Terms prevail. In the event of a conflict between an Order and the PlantSight 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 PlantSight Terms:

- (a) “Acceptable Use Policy” means the document located at the following URL, which is incorporated by reference into this Agreement as if fully set forth herein: <https://www.plm.automation.siemens.com/global/de/legal/online-terms/cloud/>.
- (b) “High Risk System” means a device or system that requires enhanced safety functionalities such as fail-safe or fault-tolerant features to maintain a safe state where it is reasonably foreseeable that failure of the device or system could lead directly to death, personal injury, or catastrophic property damage. Without limitation, High Risk Systems may be required in critical infrastructure, direct health support devices, aircraft, train, boat, or vehicle navigation or communication systems, air traffic control, weapons systems, nuclear facilities, power plants, medical systems and facilities, and transportation facilities.
- (c) “Tag” means a piece of data identifying a physical object in an Industrial Plant that Customer determines to be relevant for the operations of the Industrial Plant. Tags can include measurement points, set points and control points of a plant (for example a pump, valve, instrument, pipeline, but usually not an elbow, gasket, bolt or nut).
- (d) “Industrial Plant” means an industrial facility at the same location and postal address which is owned, planned, operated or managed in whole or in part by Customer for a specific industrial business purpose. An Industrial Plant may consist of several buildings.
- (e) “Software” means any downloadable tools, software development kits, or other such computer software made available by SISW for use as part of or in connection with the PlantSight Services, including updates thereto.
- (f) “XHQ Software” is specific Software from the XHQ portfolio.
- (g) “Historian Tag” means an elemental variable of analog, discrete, string, or complex type that is typically stored in a plant historian database. In real terms, a Historian Tag typically refers to an instrument or device in a plant. It may also refer to system variables, such as the system time. Historian Tags can include all measurement points and set points of a plant as well as non-electrical items which are not automated but require continuous manual observations.
- (h) “Data Source” means any external back-end data system directly or indirectly connected to the PlantSight Services.
- (i) “Data Source Type” is a specific grouping of related Data Sources into one of the following distinct categories: process historians, batch systems, relational databases, API/web services, Enterprise Resource Planning systems, Document Management Systems, Engineering Systems, Analytic Systems, or proprietary/other.

2. ENTITLEMENT AND RIGHT TO ACCESS PLANTSIGHT SERVICES.

Customer is entitled to use PlantSight Services and Software during a limited term and according to the parameters of the PlantSight Services specified in the Order. For certain use cases related to PlantSight Services, Customer may require a license for other software offered by SISW, including COMOS, XHQ, or Bentley software.

- 2.1 Usage Parameters.** SISW offers different packages of PlantSight Services that may be limited by usage parameters stated in the Order, such as concurrent Authorized Users, number of assignable Tags, Historian Tags, Data Sources, Data Source Types or number of Industrial Plants. If Customer’s usage or expected usage of PlantSight Services exceeds the usage limitations of the applicable PlantSight Services, Customer must notify SISW promptly about such excess use.
- 2.2 PlantSight Service Levels.** The PlantSight SLA attached hereto as Appendix 1 shall replace the Service Level Agreement and Support Annex referenced in the Agreement in their entirety.
- 2.3 Restrictions on Use of the PlantSight Services.** When using PlantSight Services, Customer must comply with the terms of the Acceptable Use Policy.
- 2.4 Limited Reliance.** Customer acknowledges and agrees that (i) PlantSight Services and Software are not designed to be used for the operation of or within a High Risk System if the functioning of the High Risk System is dependent on the proper functioning of the PlantSight Services and Software and (ii) the outcome from any processing of data through the use of the PlantSight Services and Software is beyond SISW’s control. Customer is responsible for the

use and interpretation of the outcome from such processing and any reliance on such outcome. Customer will indemnify SISW, its Affiliates and Providers, and each of their respective employees, officers, directors, and representatives from and against, and, at SISW's option defend SISW against, any claims, damages, liabilities, losses, costs, or expenses (including reasonable attorney's fees) arising from or in connection with use of PlantSight Services or Software for the operation of or within a High Risk System, if the functioning of a High Risk System depends on the proper functioning of a PlantSight Service or Software or a PlantSight Service or Software caused a High Risk System to fail.

3. OTHER PROVISIONS.

- 3.1 Changes to PlantSight Terms.** Any change to these PlantSight Terms will only apply from the beginning of a renewed term of a subscription, unless a change during a current term is required as a result of a change of laws or permitted in by the terms of the Order. Should a change during a term for a specific Order have a material adverse effect on Customer's rights, obligations, or use of the PlantSight Services, Customer may terminate its use of the affected PlantSight Services by providing written notice to SISW within 30 days following SISW's notice of such change. In case of such termination, SISW will refund any prepaid amounts for the relevant PlantSight Service on a pro-rata basis for the remaining term.
- 3.2 Provision of Software.** SISW may make Software available to Customer for use in connection with the PlantSight Services. SISW retains all intellectual property rights in the Software and grants to Customer a non-exclusive, non-sublicensable, non-transferable (except as expressly permitted by the Agreement), limited license for Authorized Users to use the Software during the applicable term of the Order, solely in connection with the PlantSight Services and for Customers internal business purposes. Please see the Documentation for details about included Software. In the event XHQ software is made available to Customer as part of certain PlantSight Services, use of XHQ software is subject to the XHQ Supplemental Terms set forth in Appendix 2 of these PlantSight Terms. If Customer's use of the PlantSight Services is terminated, Customer shall also stop using and shall delete the Software.
- 3.3 Intellectual Property Infringement Indemnity for Software.**
- a) Infringement Claim Indemnity. In the event a claim is made against Customer that its use of Software infringes any copyright, trade secret, patent, or other intellectual property right of a third party, subject to prompt written notice from Customer of such claim, SISW may, at its sole option and expense: (a) procure the right for Customer to continue using the Software; (b) modify the Software to make it non-infringing, provided such modification does not materially reduce its functionality; or, (c) replace the Software with a non-infringing, functionally equivalent alternative. If SISW in its sole discretion determines that none of these remedies are commercially reasonable, SISW may terminate the Order for the impacted Service and Software and provide a refund for the remaining term.
- (b) Exclusions. Notwithstanding anything to the contrary herein, SISW will not have any liability or indemnification obligation to Customer to the extent that an infringement claim arises out of: (i) use of a version of the Software to the extent that a current version is non-infringing, (ii) failure to use a correction, patch, or new version of the Software offered by SISW that performs substantially the same functions, (iii) use of the PlantSight Services and Software in combination with software, equipment, or products not provided by SISW, (iv) use of Services or Software provided at no charge, (v) any change to the Software not made by SISW, (vi) compliance with specifications provided by Customer, or (vii) open source software.
- (c) Sole and Exclusive Remedy. This Section 3.3 represents the sole and exclusive liability of SISW to Customer for infringement of third-party intellectual property rights by the Software.
- 3.4 Third-Party and Open Source Software.** PlantSight Services and the software made available as part of PlantSight Services or for use together with PlantSight Services may contain third-party technology, including open source software ("Third-Party Technology"), to which additional third-party license terms ("Third-Party Terms") may apply. Please see the Documentation (including license files, "read me" files, header files, or source code) for details of those Third-Party Terms. If Third-Party Terms require SISW to furnish Third-Party Technology in source code form, SISW will provide it upon written request and payment of any shipping charges. In the event of a conflict between these PlantSight Terms and the Third-Party Terms, the Third-Party Terms will control solely with respect to the Third-Party Technology.
- 3.5 Term and Termination.** For Orders of PlantSight Services, the term of an Order will automatically renew for successive renewal periods each equal in length to the initial term of the Order, unless Customer or SISW give written notice of termination for such Order at least 100 days prior to the end of the term. In the event Customer materially breaches these PlantSight Terms, SISW is entitled to terminate Customer's Orders hereunder if Customer has not cured the breach within 30 days after SISW has notified Customer in writing about such breach. If SISW is unable to meet the Availability Commitment 3 times in a calendar year, Customer may terminate the relevant Order without penalty and without any further remedies by providing at least 100 days' written notice.

Appendix 1 – PlantSight SLA

1. DEFINITIONS

- (a) “End-to-end Supportability” means support for incidents that occur in integrated business scenarios, where Customer’s environment includes both PlantSight Services and other SISW products under a valid support agreement.
- (b) “Local Time” means the time zone for the location of the SISW support center serving the zone where Customer is located. Information about PlantSight hotline support hours for regional SISW support hubs is provided in the SISW Support Portal (all times listed are GMT (Greenwich Mean Time) / UTC) (under “COMOS”).
- (c) “Release Update Information” means generally available documented summaries, webinars and videos provided by SISW to inform and instruct Customers on new product release changes.
- (d) “SISW Support Portal” means the SISW support portal containing information about PlantSight hotline support hours for regional SISW support hubs and related information provided at the following link: www.siemens.com/gtac under “COMOS”.

2. DATA CENTER LOCATIONS AND SUB-PROCESSORS

The current data centers for PlantSight Services are located in the United States and Western Europe. In case of changes to data center locations, SISW will notify Customer in due course.

For Orders of PlantSight Services, Customer hereby approves the engagement of the following Sub-Processors in addition to those listed in clause 7.1 and Attachment 3 of the Data Processing Agreement:

Subprocessor-Name	Sub-Processor Address	Service provided by Sub-Processor	Transfer Safeguards implemented by Sub-Processor
Siemens Industry Software GmbH	Franz-Geuer-Str. 10, 50823 Cologne, Germany	Cloud Services	EU Model Contract
Siemens Aktiengesellschaft	Werner-von-Siemens-Straße 1, 80333 Munich, Germany	Cloud Services	EU Model Contract
Bentley Systems Inc.	685 Stockton Drive Exton, PA 19341 USA	Cloud Services	Privacy Shield
Microsoft Corporation	One Microsoft Way Redmond, WA 98052-7329. USA	Cloud Services	Privacy Shield

3. CUSTOMER SUPPORT FOR PLANTSIGHT SERVICES

3.1 Availability Commitment.

SISW will make the PlantSight Services available with an uptime of at least 95% measured per calendar month on the following basis (“Availability Commitment”):

$$\text{Availability Commitment \%} = \frac{\text{Available Minutes} - \text{Unscheduled Downtime Minutes}}{\text{Available Minutes}}$$

The Availability Commitment excludes downtime due to scheduled maintenance. SISW will use scheduled maintenance to apply required patches to the IT infrastructure to ensure the continued security, availability and performance of the PlantSight Services. Scheduled Maintenance shall generally occur only once per month, and PlantSight Services shall not be unavailable for more than 12 consecutive hours. Scheduled maintenance shall (in general) be outside of regular business hours for Central European and lower 48 states North American time zones. Unscheduled Downtime is calculated from the minute it is clearly reported by Customer to SISW until SISW reports the issue as fixed or mitigated. SISW may subtract from the calculated downtime any periods spent waiting for a response from Customer.

Only “Critical” incidents, as described below, are considered “Unscheduled Downtime Minutes” in the above Availability Commitment % calculation. The current status of the PlantSight Services is available via web portal at <https://status.bentley.com>.

3.2 **Limitations.**

The Availability Commitment set forth above shall not apply (i.e., will not be taken into account as “downtime” when calculating availability) with respect to any performance or availability issues that:

- are the result of scheduled maintenance;
- are caused by factors outside of SISW’s reasonable control (e.g., natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to SISW’s data centers, including at Customer’s site or between Customer’s site and SISW’s data center);
- result from the use of services or faulty or incompatible hardware or software provided by Customer, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party hardware, software, or services;
- are caused by Customer’s use of a PlantSight Services after instruction from SISW to modify use of such PlantSight Service;
- occur during or relate to preview, pre-release, beta or trial versions of a feature;
- result from Customer’s unauthorized action or failure to act when required or from Customer’s employees, agents, contractors, vendors, or any other party gaining access to SISW’s network by means of Customer’s passwords or equipment, or which otherwise result from Customer’s failure to follow appropriate security practices;
- result from faulty input or instructions (e.g., requests to access files that do not exist);
- result from use of sandbox, proof-of-concept, development, quality analysis, or other non-production systems unless
- explicitly included or authorized by SISW.

3.3 **Remedies, Claims.**

The sole and exclusive remedies for any failure by SISW to meet its obligations under this PlantSight SLA shall be those set forth in these PlantSight Terms and SLA. Claims under this SLA must be made in good faith and may only be made by submitting a support case within 30 days after the end of the relevant month in which SISW did not meet the Availability Commitment. Any claims not submitted by Customer within such time period may be denied by SISW, and SISW will have no further obligation to Customer with respect to such claims.

4. SCOPE OF CUSTOMER SUPPORT FOR PLANTSIGHT SERVICES.

SISW will provide technical support for the PlantSight Services according to the following provisions:

4.1 **Severity Levels.**

The Severity Levels for incidents relating to the Availability of the PlantSight Services are defined in the table hereunder. SISW will classify each reported, verifiable, and reproducible incident accordingly. Online status is reported at <https://status.bentley.com/>.

<u>SEVERITY LEVEL</u>	<u>DESCRIPTION</u>
<u>Severity 1 - Critical</u>	All PlantSight Services are down. All users affected.
<u>Severity 2 - High</u>	Operation of the PlantSight Services is severely degraded or major components of the PlantSight Services are not available. Significant user impact.
<u>Severity 3 - Medium</u>	Some non-essential features of the PlantSight Services are impaired or subject to interruptions while the most vital components of the PlantSight Services remain functional. Minimal user impact.
<u>Severity 4 - Low</u>	Minor errors occur with little or no impact on the normal operation of the PlantSight Services. No or minimal user impact.

4.2 **Cloud Support.**

SISW will provide support for PlantSight Services as follows

Cloud Support	
Description	Basic level of Cloud Support included in the subscriptions of standard PlantSight Services.
Support Availability	7 am to 3 pm (Local Time) Monday to Friday, excluding local holidays
Web Support	✓
End-to-end Supportability	✓
Release Update Information	✓
Solution Center	✓
Support via web and platform for social business collaboration	✓

4.3 Support Languages.

SISW will provide first-tier support in English or German in the designated countries on business days from 7 am to 3 pm local time. Outside of this support window, SISW may provide first-tier support in a country or region in English only.

4.4 PlantSight Services Support Centers.

The list of SISW's local support centers for PlantSight Support Services can be found at: www.siemens.com/gtac

5. CUSTOMER RESPONSIBILITIES

5.1 Designated Administrator.

Customer shall designate two support contacts ("Designated Administrators"). Customer shall keep SISW updated with valid contact information for the Designated Administrators. Customer's Designated Administrators shall control and administer Customer's account, including modifying and terminating Authorized User's access. SISW will provide notifications regarding upgrades or scheduled downtime only to Customer's Designated Administrators. Designated Administrators are responsible to relay such notifications in a timely manner to all of Customer's Authorized Users.

5.2 Cooperation.

Customer shall reasonably cooperate with SISW to resolve incidents or problems reported by Customer.

5.3 Technical Information.

Customer shall maintain adequate technical expertise and knowledge of their system environment and configuration of the PlantSight Services. SISW may require such information in detail or involvement of Customer's information technology staff in order to assist in incident or problem resolution.

Appendix 2 – XHQ Software

Supplemental Terms for usage within PlantSight Digital Twin Enterprise

These XHQ Supplemental Terms (“XHQ Terms”) amend the Cloud Service Agreement (“Agreement”) Cloud Supplemental Terms for PlantSight (“PlantSight Terms”) agreed between Customer and SISW solely with regard to XHQ Software made available by SISW as Software as part of PlantSight Services.

1. DEFINITIONS.

Capitalized terms used herein have the meaning as defined in the Agreement or PlantSight Terms. The following additional definitions apply to these XHQ Terms:

- a) “Indirect Usage” means usage through or by a computer system, including all instances of indirect access to the XHQ Software which can, for example, occur via computer system interconnections and/or interfacing between the XHQ Software and other Customer systems or redistributing data from the XHQ Software via an intermediary system. The use of the Multi-Site Tiered Connector available with XHQ does not count as Indirect Usage for the purposes of this definition.
- b) “Production Server” is the main server accessed directly or indirectly by end-users during their daily activities and runs the end-user facing XHQ solution content. The usage of the Production Server is limited to the number of Concurrent Users corresponding to the number of Authorized Users of the PlantSight Services.
- c) “Development Server” is a server used only for solution development and solution testing. The Development Server may be accessed only by up to 10 (ten) concurrent Authorized Users, but otherwise has the same XHQ license options enabled as the Production Server.

2. LICENSE GRANT AND CONDITONS.

In addition to the license grant and conditions set forth in the PlantSight Terms, the following XHQ specific conditions apply:

XHQ Software, if made available in connection with PlantSight Services, consists of the XHQ Base System, XHQ Edge and XHQ Interop System. XHQ Base System can be installed on one Production Server and one Development Server. XHQ Edge can be installed on any number of remote machine(s) to connect to one single XHQ Base System. XHQ Interop System can be used with one single XHQ Base System.

3. USER LICENSE TYPES.

The following user license types and restrictions apply with respect to the XHQ Software products if mentioned in Order.

- 3.1 “Concurrent Users” means the number of Authorized Users that are permitted to access and use the XHQ Software concurrently as defined in the Order.
- 3.2 “Named User” means a predefined Authorized User that is entitled to access and use the XHQ Software. Customer shall have the right to change individual Named Users not more than once per calendar month.

4. OTHER LICENSING Topics.

- 4.1 **Indirect Usage.** Any end-user that accesses the XHQ Software via Indirect Usage shall be counted against any user limitations defined in the Order.
- 4.2 **Development Server.** A Development Server may neither be used as an additional Production Server nor to temporarily replace a Production Server that is momentarily inoperable. The sole purpose of a Development Server is to allow solution development or solution testing without impacting the Production Server. XHQ solution content updates from the Development Server are typically transferred to the Production Server in regular intervals by a solution administrator. This is necessary to make the XHQ content updates accessible to the Authorized Users.
- 4.3 **Database Software.** XHQ Software includes embedded database software (“Database Software”). Usage of the Database Software is exclusively restricted to its use with the XHQ Software and only via published APIs or documented interfaces.
- 4.4 **Locally Installed XHQ Software.** Customer may need to download, install, and locally configure one or more XHQ Software modules from the SISW Support Portal e.g. XHQ Edge or the XHQ Development Client. XHQ Edge

must be installed locally in order to securely transfer plant data to a remote XHQ solution. The XHQ Development Client is required in order to make XHQ solution modifications.

- 4.5 **Compliance with License Agreements for products not supplied by SISW.** Use of the XHQ Software or XHQ Edge may require Customer to revalidate compliance with certain existing Customer license agreements related to indirect usage of vendor products that would be connected to the XHQ Software or XHQ Edge. It is the sole responsibility of Customer to comply with such agreements. Customer is responsible for obtaining any supporting software required for use of the XHQ Software, including any operating system software, database software, or third-party application software, as well as for the interoperability between such supporting software and the XHQ Software.
- 4.6 **Authorized Use of APIs.** Customer is authorized to use any Application Programming Interface (“API”) that is identified as a published API in the Documentation to develop software solely for Customer’s internal use. Customer may not use the APIs to enable unauthorized use of the XHQ Software. SISW has no obligations or liability for software developed by Customer using the APIs. Customer is prohibited from using unpublished APIs under any circumstances.