

Product Sheet and Specific Terms

for the Membership in SIMATIC PCS myExpert

SIMATIC PCS myExpert – digital expert for your Process Control System

SIMATIC PCS myExpert is a cloud-based tool for the management of inventory, health, and service information of PCS 7 and PCS neo plants. It supports service and maintenance staff with up-to-date information on the status of hardware and software component of their process control system (PCS). Fleet management support enables the management and comparison of several plants of an organizational unit.

The subscription to the SIMATIC PCS myExpert provides you with access to various Services at a yearly subscription fee. Currently, the subscription includes the following Services:

- **Lifecycle**
- **Service**
- **Health (optional)**

The subscription is always assigned to an individual person and shall be on a named-User basis. Additional users can be granted on a named-User basis. In order to use the Services, the User needs a Siemens ID account.

The Subscription Term is 12 months and starts with the planned or requested delivery date as set out in the Certificate of Contract (“CoC”).

One subscription is valid for one named PCS 7 system and can be extended with additional subscriptions.

For PCS neo, the services Lifecycle and Service are included in the PCS neo Software Maintenance contract “Dynamics”.

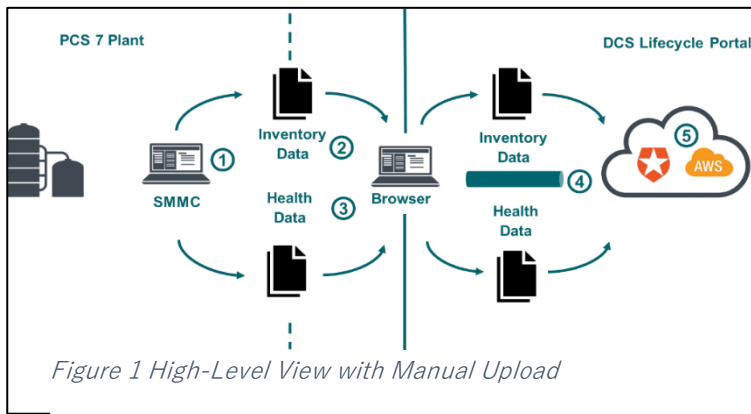
Users assigned to multiple subscriptions of SIMATIC PCS myExpert can utilize Fleet Management functionalities.

Prerequisites

Digital Service Agreement (DSA)	DSA for your region, see: https://dcs.apps.siemens.cloud/#/terms
Requirements	<p>For PCS 7: To use the SIMATIC PCS myExpert base package you need a SIMATIC PCS 7 installation with V8.1 or later and a compatible SMMC version. Two days additional effort for import validation should be considered for SIMATIC PCS 7 V8.1. For the additional Health module, you need a SIMATIC PCS 7 installation with V8.2 or later, a SIMATIC Maintenance Station, a CRSP or alternative internet connection, and the SIMATIC PCS myExpert Health on-premise components (data collector, Elastic Beat and Logstash) installed on your plant.</p> <p>For PCS neo: The services Lifecycle and Service are included in the PCS neo Software Maintenance contract "Dynamics" starting from PCS neo v3.1. Instead of the SMMC the AC will be used.</p>
Data Transmission	<p>For simplicity and data protection concerns the SIMATIC PCS myExpert is based on manual upload of data by your maintenance personnel of each PCS plant. This gives full control on the transmitted data and the date of data transmission.</p> <p>SMMC (for PCS 7) / AC (for PCS neo) provides two files (Network & Plant view) that can be uploaded independent of each other:</p> <ul style="list-style-type: none">• Inventory Data is exported as Microsoft Excel file It contains information on server and client systems (hardware and installed software), automation systems and decentralized periphery (see Figure 1). Currently the import of one file for Plant View and one file for Network View per plant is supported. <p>In addition, for optional Health module:</p>

- Health Data is exported as human-readable data in JSON format. It contains performance data and system alarms (see Figure 1). Process-related data is not transmitted.

Your maintenance personnel retrieve these files from the plant



and uploads them on a separate machine to SIMATIC PCS myExpert. Prerequisite for an upload is the successful authentication and appropriate permissions of the user.

The optional Health module provides an automatic upload mechanism. If you decide to use this mechanism, you must integrate it in your state-of-the-art industrial IT security concept.

Web browser

An HTML5 capable internet browser is required. SIMATIC PCS myExpert is optimized and tested for Google Chrome. The recommended screen resolutions are 768x1024, 1024x768, 1280x800, or 1600x1024.

Entitlement Login provided by Siemens Corporate Entitlement Service (Siemens ID)

The subscription is always assigned to an individual person and shall be on a named-User basis. To use the Services, the User needs a Siemens ID account.

Description

SIMATIC PCS myExpert Basic
Cloud Portal, including Lifecycle and Service Functionality

For PCS 7, the Service “SIMATIC PCS myExpert Basic” is the mandatory element which delivers the following features for 12 months:

- **Lifecycle:** Analyses and visualizes lifecycle information of software and hardware and informs you about available updates, existing security vulnerabilities and obsolescence.
- **Service:** Enables improved support services like plant-specific service requests and provides an overview of open support requests.

Up to ten (10) named users can be registered for the usages of the Service “SIMATIC PCS myExpert”. To add, remove a user or request additional users, please contact simatic_pcs_myexpert.support.industry@siemens.com.

	<p>For PCS neo, the services Lifecycle and Service (SIMATIC PCS myExpert Basic) are included in the PCS neo Software Maintenance contract “Dynamics”.</p>
<p>Module Health Optional for PCS 7, requires SIMATIC PCS myExpert Basic</p>	<p>With the optional Service Health module, you can add the following features:</p> <ul style="list-style-type: none"> • Health: Analyses and visualizes the health characteristics of automation, operation and network components based on metrics (e.g. CPU load, communication load, etc.), key performance indicators and system alarms. <p>Health module requires an additional data collector which needs to be installed on a hardware component on-site by you and must be integrated into your state-of-the-art industrial IT security concept by you. Required Hardware and configuration services are not part of Health module. Additional paid integration service is available on request.</p>

Size Overview & Pricing Model			
	Small	Medium	Large
SIMATIC PCS myExpert Basic 12-month access to Cloud Portal, including Lifecycle and Service functionality for one named PCS 7 system	6BG0000-0AA00-1GA0 up to 1.500 OS RT PO's	6BG0000-0AA00-1GA1 up to 7.000 OS RT PO's	6BG0000-0AA00-1GA2 exceeding 7.000 OS RT PO's
Module Health, up to 12-month access Optional, requires SIMATIC PCS myExpert, licensed for one named PCS 7 system	6BG0000-0AA00-1GB0 up to 1.500 OS RT PO's	6BG0000-0AA00-1GB1 up to 7.000 OS RT PO's	6BG0000-0AA00-1GB2 exceeding 7.000 OS RT PO's
Operator Station Runtime Process Objects (OS RT PO's)	Total amount of used OS RT PO's in your PCS 7 project / multi-project		
Definition of a named PCS 7 system	A system is one SIMATIC PCS 7 project, sharing at least same terminal bus. The system assignment cannot be changed throughout the subscription period.		
For PCS neo	For PCS neo, SIMATIC PCS myExpert Basic is included in the PCS neo Software Maintenance contract "Dynamics". The optional module Health for PCS neo will be made available at a later point in time.		

Specific Terms	
Scope and Definitions	This Product Sheet for the Subscription to Services of "SIMATIC PCS myExpert" is based on the Digital Service Agreement ("DSA"). In case of any inconsistencies between this Product Sheet and the DSA, this Product Sheet shall prevail.
Payment	The subscription fee is payable yearly upfront with the beginning of the Subscription Term.
Subscription Term	The minimum term for the Services of "SIMATIC PCS myExpert" is one year. After the term expires, the contract will renew automatically and run for another 12 months with the conditions valid at that point in time, unless it is canceled in writing by either of the parties at least three months prior to expiration of the contract term. If the Subscription Term of the optional Health module does not run synchronously with the Subscription Term of our basic access "SIMATIC PCS myExpert" and the basic access ends earlier, access to the Module Health is not possible. The subscription fee paid for the Module Health will not be refunded.
Communication	All communication relating to the application will be in German or English. At least one User who can be contacted by us in relation to contractual issues or matters of content for the entire term of the contract must be nominated. Any changes to Users must be reported to us.
Service Availability	Service Availability, expressed as a percentage, will be equal to: Uptime (in seconds) during a Month / Total Time (in seconds) during a Month. The Service Availability metric will be considered met successfully if the Services is available at least 95% of the time. If we fail to meet the Service Availability metric three or more times in a calendar year, then, as your sole and exclusive remedy, you will have the right to terminate your subscription to Services and receive a refund of any prepaid amounts on a pro-rata basis for the remainder of the Subscription Term.

	<p>“Downtime” means all the time in a Month during which this Service is not available for production use, except for Excluded Downtime.</p> <p>“Excluded Downtime” means all Downtime during a Month that is attributable to: (i) any Scheduled Downtime where you have received at least 24 hours’ notice prior to such Scheduled Downtime; or (ii) unavailability caused by factors outside of Siemens’ reasonable control, such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised</p> <p>“Month” means a calendar month.</p> <p>“Scheduled Downtime” means Downtime for this Service that is scheduled by us as set forth in this Product Sheet and Specific Terms. We will use commercially reasonable efforts to notify you at least 72 hours prior to the occurrence of a Scheduled Downtime.</p> <p>“Total Time” means all the time during a Month, less any Excluded Downtime.</p> <p>“Uptime” means all the time during a Month when this Service is available for production use.</p>
Support Services	<p>Beginning with the planned or requested delivery date as set out in the Certificate of Contract (“CoC”), you may contact our Technical Support organization as primary point of contact for support in relation to the Services of “SIMATIC PCS myExpert”.</p> <p>All support inquiries must be made through: simatic_pcs_myexpert.support.industry@siemens.com</p> <p>Support is provided by e-mail during usual local working hours in Germany unless explicitly stated otherwise that support will be provided in the form of remote access, phone, or fax. Usual local working hours in Germany are Monday through Friday, 8am to 5pm, excluding national and local holidays.</p>
Third Party Services and Term	<p>The Services may contain third party services, including open source software, commercial software, or software-related managed services, which may be subject to additional or different terms, license rights, or require certain notices by their licensors, which we are obliged to pass on to you as your licensor and to which you agree to abide (“Third Party Terms”). With respect to your use of such third-party services, the applicable Third-Party Terms shall always prevail. Further details regarding applicable Third-Party Terms, license information of the relevant OSS portions (if any) and options to receive OSS source code are available at the following page:</p> <p>https://dcs.apps.siemens.cloud/#/terms</p>
Data Use Rights	<p>During and after the term of the agreement, Siemens and its business partners may use Collected Data for Siemens’ internal purposes (e.g. development or improvement of products or services). On an aggregated basis with other data</p>

	and in a form that does not identify you and your Users, Siemens shall own and be free to make Collected Data publicly available to you and others (e.g. for information and industry trends, benchmarking data). Use of Collected Data in accordance with this Section will be at Siemens' risk.
Joint Controller Agreement relating to Service Request Data	As part of the Services you are granted access to information related to any service requests regarding SIMATIC PCS systems for which you use the Services (each a "Service Request"). Such information includes: Name of the employee who made the request, time and date of the request, content of the request (hereinafter "Service Request Data"). You control which of Users are granted access to Service Request Data. Therefore, you and Siemens are jointly responsible for Service Request Data and we agree that (i) this section of the Product Sheet and Specific Terms constitutes the joint controller agreement in the meaning of Art. 26 EU General Data Protection Regulation (GDPR), (ii) Siemens is responsible for processing Service Request Data in its own systems, except for the transmission of Service Request Data to your Users as determined by you. As part of this responsibility Siemens will inform your Users (except Users contacting us via phone) that their Service Request Data will be disclosed to Users which were granted access by you (iii) you are responsible for any processing of Service Request data under your control in accordance with the GDPR. You are in particular responsible for (a) ensuring that the requirements of Art. 44 et seq. GDPR are met when granting access to Service Request Data to employees located outside the European Economic Area, (b) fulfilling your Users' rights under Art. 15 et seq. GDPR as far as these concern your use of Service Request Data and (c) ensuring that any persons (including Users) contacting us via phone regarding a Service Request have been informed according to Art. 13 GDPR that their personal data may be visible to other SIMATIC PCS myExpert Users as described in detail in the SIMATIC PCS myExpert Privacy Notice: https://dcs.apps.siemens.cloud/#/data-privacy
Data Center Location	Application analysis, presentation and data storage is in Europe (Frankfurt) Region and Europe (Ireland) Region.

Export Control Regulations	
AL	N
ECCN	N

Security Information

General

We provide products and solutions with industrial security functions that support the secure operation of plants, systems, machines, and networks.

To protect plants, systems, machines and networks against cyber threats, it is necessary to implement – and continuously maintain – a holistic, state-of-the-art industrial security concept. Our products and solutions constitute one element of such a concept.

You are responsible for preventing unauthorized access to their plants, systems, machines, and networks. Such systems, machines and components should only be connected to an enterprise network or the internet if and to the extent such a connection is necessary and only when appropriate security measures (e.g. firewalls and/or network segmentation) are in place.

For additional information on industrial security measures that may be implemented, please visit <https://www.siemens.com/industrialsecurity>

Our products and solutions undergo continuous development to make them more secure. We strongly recommend that product updates are applied as soon as they are available and that the latest product versions are used. Use of product versions that are no longer supported, and failure to apply the latest updates may increase your exposure to cyber threats.

To stay informed about product updates, subscribe to the Siemens Industrial Security RSS Feed under <https://www.siemens.com/industrialsecurity>.

Security Characteristics

- Authentication: Access to the SIMATIC PCS myExpert requires an account, which is manually created in version 1.0 by Siemens personnel.
- Transport Encryption: Data transmission between the client and the portal is protected by TLS v1.2.
- Server-side authentication: SIMATIC PCS myExpert identifies itself by a certificate issued from a well-known certificate authority.
- Multi-tenancy: Plants and fleets are distributed across multiple tenants to isolate data between different companies.

Siemens' Security Obligation

We maintain a formal security program. Providers of our cloud infrastructure are required to implement and maintain a security program that is aligned inter alia, with ISO 27001 or a successor standard (if any) that is substantially equivalent to ISO 27001 and that is designed to provide at least the same level of protection as evidenced by the certification of the providers under ISO 27001. The Platform employs (i) management processes designed to protect service delivery from malware and (ii) is operated under a security governance model aligned with ISO 27001. The security of the Platform is reviewed

annually. This Section contains Siemens' entire obligation regarding the security of Your Content, the Platform, and the Services.

Definitions

DSA	Means "Digital Service Agreement", see Prerequisites.
Collected Data	<p>Collected Data means all data we received by Data Transmission For SIMATIC PCS myExpert those data are:</p> <p>Product information and total amount of installed Hard- and Software components (PC Station{information about installed SIMATIC and 3rd party Software}, Automation System {Rack, Power Supply, CPU, Communication Processor}, Interface Modules, input/output modules, Network Components, Field devices)</p> <p>In addition module Health collects the health status and system performance of the process control system.</p> <p>Health Status is determined out of system event messages related to Automation System and PC Stations</p> <p>System Performance data is determined by collected performance metrics of Automation Systems and PC Stations (Available storage and memory, CPU load, network load)</p>
Product Sheet	Means this document "Product Sheet and Specific Terms for Membership in SIMATIC PCS myExpert". It is also the Specification Document according to DSA.