# Scalance M per SINEMA RC on Cloud 12.Gennaio.21

Da oggi la piattaforma di di teleassistenza VPN, basata su Sinema Remote Connect in piattaforma cloud MS Azure si espande con la possibilità di ordinare la connessione anche per Scalance M oltre che Scalance S615.

Il pacchetto include la possibilità di stabilire una comunicazione basata su VPN (Virtual Private Network) a scopo di manutenzione remota, sfruttando la piattaforma on cloud messa a disposizione da Siemens e i dispositivi Scalance (S615 e M87x).
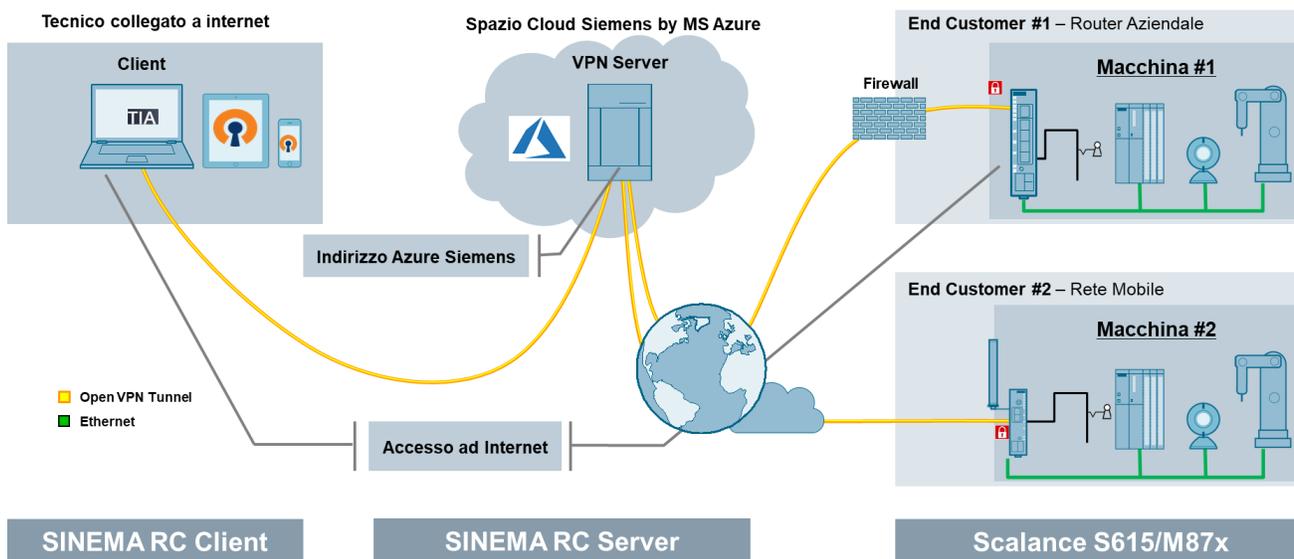
La connessione con il PC dell'utente è basata sul software OpenVPN Sinema Remote Connect e viene stabilita in modo sicuro tramite la distribuzione di certificati PKI dal Server centrale.

L'infrastruttura minima necessaria per implementare la soluzione di teleassistenza è composta dai seguenti elementi:

- **Scalance S615/M87x**
  Dispositivo router/Firewall, <u>che il cliente deve acquistare a parte</u>, in grado di connettersi al sistema Sinema RC con funzionalità di firewall e routing avanzate. La configurazione della VPN può avvenire tramite apposito file di configurazione che sarà messo a disposizione con apposito codice di ordinazione.

  - **Scalance S615 (MLFB 6GK5615-0AA00-2AA2):** modello per connessione cablata
  - **Scalance M874-3 (MLFB 6GK5874-3AA00-2AA2):** per connessione 3G con 2 porte Ethernet
  - **Scalance M876-3 (MLFB 6GK5876-3AA02-2BA2):** per connessione 3G con 4 porte Ethernet
  - **Scalance M876-4 (MLFB 6GK5876-4AA00-2AB2):** per connessione 4G con 4 porte Ethernet
  - **Scalance M876-4 (MLFB 6GK5876-4AA00-2DA2):** per connessione 4G, uso in NordAmerica

  Per maggiori chiarimenti sull'approvazione dell'uso in radiofrequenza e il conseguente utilizzo degli Scalance M800 nei diversi paesi a livello globale si faccia riferimento al seguente link:
  https://cache.industry.siemens.com/dl/files/352/109773352/att_1007183/v1/CountryApprovals__for_mobile_network_based_products.pdf

- **Key Plug Sinema RC (MLFB 6GK5908-0PB00)**

  Memoria SD, <u>che il cliente deve acquistare a parte</u>, per abilitare la connessione dello Scalance al Sinema RC e in grado di mantenere la configurazione del dispositivo in caso di sostituzione.

- **Sinema Remote Connect Client (MLFB 6GK1721-1XG01-0AA0)**

  Software che fa parte della suite Sinema Remote Connect basato su OpenVPN, permette l'accesso In VPN tramite il sistema Server, ai dispositivi Scalance. <u>Il client può anche essere scaricato</u> al seguente indirizzo:
  https://support.industry.siemens.com/cs/attachments/109764829/SINEMA_RC_Client_V2_0_0_1.exe

- **Sistema Server**

  Server dedicato per la gestione di dispositivi e utenti connessi, basato sul software Siemens Sinema Remote Connect e localizzato su piattaforma IaaS Microsoft Azure. Il server centralizza le diverse connessioni VPN permettendo di raggiungere gli Scalance S615 remoti che, essendo a loro volta client, non necessitano di particolari configurazioni di rete lato cliente (ad esempio port forwarding dei servizi di comunicazione).
  I dati, in transito sul cloud server, rimangono crittografati e visibili solo a chi opera accedendo alla piattaforma con le credenziali rilasciate.

- **Portale Web**

  Portale di accesso a cui il cliente deve registrarsi per abilitare le connessioni e scaricare i file di configurazione per gli Scalance S615 e le credenziali di accesso tramite software SRC client; la gestione del portale e la fornitura delle credenziali/file per abilitare le connessioni avviene tramite Solution Partner Siemens qualificato Industrial Networks and Security. Dal portale sarà anche possibile eseguire richieste di modifica della configurazione.

Scopo della Fornitura

La fornitura consiste nella spedizione da parte del Solution Partner Siemens al cliente, di un link che contiene le credenziali per registrarsi al portale Web da cui sarà poi possibile scaricare il file di configurazione (entro 10 giorni lavorativi dal ricevimento dell'ordine) per inizializzare gli Scalance S615 e le credenziali di autenticazione per il Sinema RC Client, una volta forniti gli indirizzi IP richiesti per lo Scalance.

La disponibilità del sistema server e quindi della piattaforma SINEMA RC on Cloud sarà 24 ore su 24, 7 giorni su 7, ad esclusione di possibili interruzioni per necessità di manutenzione del server sul cloud.

Inoltre, la continuità di funzionamento della piattaforma avrà una durata minima di 3 anni.

Sarà comunque possibile richiedere il rinnovo della connessione VPN, solo alla scadenza della durata prevista per la connessione e previa disponibilità da parte di Siemens degli aggiornamenti per la piattaforma

Data Privacy

Ai sensi del GDPR 2016/679 e del D. Lgs. 196/2003, il Cliente acconsente al trattamento dati personali forniti a Siemens, in particolare allo scopo di eseguire le attività oggetto del contratto. Il Cliente è consapevole che, senza il trattamento di tali dati personali, l'ordine non potrà essere eseguito da Siemens. Sempre nel rispetto della normativa citata e limitatamente alle finalità anzidette, i dati personali potranno essere comunicati o resi accessibili a terzi. Si prega di prendere visione dell'informativa estesa al seguente link:
https://new.siemens.com/it/it/general/privacy-notice.html

Condizioni di Fornitura

Poiché i servizi oggetto della presente offerta riguardano una funzionalità innovativa per Siemens che, tra l'altro, si appoggia anche su infrastrutture messe a disposizione da terze parti, salvo il caso di dolo o colpa grave e gli altri casi previsti da norme inderogabili della legge Italiana, Siemens non potrà essere chiamata a rispondere di eventuali danni o a rimborsare eventuali spese sostenute dal cliente.

Connessione VPN S615

Codice di ordinazione   IT2:S615SRCLOUD3Y

Connessione VPN M800

Codice di ordinazione   IT2:M87xSRCLOUD3Y

N.B.: Per poter eseguire correttamente la fornitura è assolutamente necessario indicare un recapito mail inequivocabile nell'esecuzione dell'ordine a cui possano essere indirizzate le credenziali di accesso per la connessione.

Connessione VPN Utenti aggiuntivi *

Codice di ordinazione   IT2:PUSERSRCLOUD3Y

* N.B.: 2 utenze per il Sinema RC client sono già incluse per ogni cliente

In allegato la documentazione tecnica e le Terms and Conditions della piattaforma cloud MS Azure.

Microsoft Azure
Terms and Conditions

Server and Cloud Enrollment (Direct)   Corporate

Server and Cloud Enrollment number *Microsoft to complete*	
Previous Enrollment number *Software Advisor to complete*	

> ## This Enrollment must be attached to a signature form to be valid.

This Microsoft Server and Cloud Enrollment is entered into between the entities identified on the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or Customer's Affiliate, that entered into the Enterprise Agreement identified on the signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the terms of either the Microsoft Business Agreement or Microsoft Business and Services Agreement ("Master Agreement") identified on the signature form, (4) the Product Selection Form, (5) the Customer Price Sheet, (6) the Product Terms, (7) the Online Services Terms, (8) any Supplemental Contact Information Form, Previous Agreement/Enrollment form and other forms that may be required, (9) the Online Services Supplemental Terms and Conditions if Customer's Master Agreement is a version 2009 or earlier and Enrolled Affiliate is ordering Online Services, and (10) any order submitted under this Enrollment. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement and the Master Agreement. If this Enrollment is entered into under an Enterprise Agreement version 2009 or earlier, the terms and conditions of this Enrollment supersede any conflicting terms and conditions in the Enterprise Agreement with respect to Products licensed under this Enrollment.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire on the last day of the month, 36 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day.

Prior Enrollment(s). If renewing Software Assurance or Subscription Licenses from another Enrollment or agreement, the previous Enrollment or agreement number must be identified in the appropriate box above. If renewing from multiple Enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement, and applicable Master Agreement. The following definitions also apply:

"Additional Product" means any Product identified as such in the Product Terms, excluding any Server and Tools Product, and chosen by Enrolled Affiliate under this Enrollment.

"Baseline Agreements" means all Microsoft license agreements, including, without limitation, volume licensing agreements, OEM licenses and retail licenses, under which any Affiliate in the Enterprise uses the selected Server and Tools Products. Baseline Agreements do not include any Service Provider License Agreements or Independent Software Vendor Royalty License and Distribution Agreements under which the Enterprise has the right to provide software services or unified solutions to unaffiliated end users.

"Baseline Licenses" means Existing Baseline Licenses and New Baseline Licenses, collectively.

"Customer Price Sheet" means the written statement provided to Enrolled Affiliate that contains Enrolled Affiliate's initial order and associated pricing.

"Existing Baseline Licenses" means all Licenses in use by any Affiliate in the Enterprise for the selected Server and Tools Products that were obtained under any Baseline Agreement before this Enrollment.

"Expiration Date" means the date upon which the Enrollment expires.

"New Baseline Licenses" means the quantity of Licenses for Server and Tools Products ordered under this Enrollment in excess of the Existing Baseline Licenses.

"Product Family" or "Family" means the group of Products designated as a Product Family on the Product Selection Form.

"Product Selection Form" means the document provided by Microsoft that (1) identifies all Baseline Licenses, (2) defines the Product Families, (3) establishes the Enrolled Affiliate's price levels for each Product pool and (4) specifies the minimum quantity of Licenses that must be ordered to qualify for this Enrollment.

"Reserved License" means for an Online Service identified as eligible for true-up in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"Software" means licensed copies of Microsoft software identified in the Product Terms. Software does not include Online Services or Services Deliverables, but Software may be part of an Online Service.

"Software Advisor" means an entity authorized by Microsoft and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement.

"Server and Tools Product" means any Product identified as such in the Product Selection Form and chosen by Enrolled Affiliate to be included under this Enrollment.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

2. Product Use Rights and Service Level Agreement.

Enrolled Affiliate and its Enterprise may download, install and use Software Products and access and use Online Services ordered under this Enrollment subject to the terms of this Enrollment, the applicable Use

Rights and the Product Terms. In addition to applicable use rights terms of the Enterprise Agreement, the following terms apply to this Enrollment:

    a. Use Rights for Server and Tools Products. For Server and Tools Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

3. *Order requirements.*

    a. Minimum order requirements.

        (i) Server and Tools Products.

            1) Existing Baseline Licenses. When ordering a Server and Tools Product other than Microsoft Azure, Enrolled Affiliate must identify all Existing Baseline Licenses for the applicable Server and Tools Product Family. Perpetual Licenses owned by the Enterprise but not identified as Existing Baseline Licenses in the applicable Product Family at the start of this Enrollment may not be used during this Enrollment term.

            2) Initial Order. Enrolled Affiliate's initial order must meet the minimum purchase requirements for at least one Product Family. For every applicable Product Family except Microsoft Azure, the initial order must also include the following:

                A. Software Assurance on all perpetual Existing Baseline Licenses that have been continuously covered under Software Assurance;

                B. License with Software Assurance or Subscription License for each Existing Baseline License that has not been continuously covered under Software Assurance; and

                C. License with Software Assurance or Subscription Licenses for all New Baseline Licenses.

            3) Effect of Subscription License coverage on Existing Baseline Licenses. If Enrolled Affiliate orders Subscription Licenses for any Existing Baseline Licenses, the following provisions will apply for the duration of this Enrollment, notwithstanding any provisions to the contrary in the Baseline Agreements:

                A. The use rights for those Existing Baseline Licenses will be superseded and replaced by the use rights for the Subscription Licenses.

                B. The Existing Baseline Licenses shall be non-transferrable.

                C. The Enrolled Affiliate and its Affiliates must continue to perform any obligations under their Baseline Agreement(s), including but not limited to making payments for any of the Existing Baseline Licenses.

                D. When this Enrollment expires or is terminated, the Enrolled Affiliate or its Affiliates, as applicable, will have the rights under the Baseline Agreement(s) that it had as of the effective date of this Enrollment, unless it exercises its buy-out option as provided in this Enrollment.

    b. Additional Products. Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.

    c. Country of usage. Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any subsequent orders.

    d. Software Advisor. Enrolled Affiliate must select and work with a Software Advisor authorized in Enrolled Affiliate's location. The Software Advisor will assist in the preparation of the order and then transmit the order to Microsoft. Microsoft may pay fees to Software Advisors and other third parties Microsoft authorizes to assist Enrolled Affiliates in exchange for their advisory

services. Software Advisors and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

e. **Adding Products.**

    (i) Adding new Products not previously ordered.

        1) New Server and Tools Products may be added by contacting a Microsoft Account Manager or Software Advisor.

        2) New Server and Tools Products included in a previously ordered Product Family may be added at any time but must be included in the next annual true-up order.

        3) Orders for new Additional Products, other than Online Services, must be placed in the month the Additional Product is first used.

        4) Subscription Licenses for new Online Services other than Microsoft Azure Services must be ordered prior to use.

        5) Microsoft Azure Services may be added as provided in the Product Terms.

    (ii) Adding Licenses for previously ordered Products.

        1) Additional Licenses for previously ordered Products may be added at any time but must be included in the next annual true-up order.

        2) Additional Subscription Licenses for Online Services must be ordered prior to use unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

f. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

    (i) Annual order period. A true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be received by Microsoft during the annual order period.

    (ii) True-up order. Enrolled Affiliate must determine the maximum number of Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase. For Subscription Licenses for Products other than Online Services, the true-up order must indicate the initial use date(s) for each additional Subscription License ordered. For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for additional Licenses prior to use, and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Software Advisor. Reserved Licenses will be invoiced retroactively to the month in which they were ordered.

    (iii) Update statement. An update statement must be submitted if there has been no change in the number of Products used within Enrolled Affiliate's Enterprise since the latter of the initial order, the last true-up order, or the prior anniversary date. This update statement must be signed by Enrolled Affiliate's authorized representative.

    (iv) Subscription License reductions. Enrolled Affiliate may reduce the quantity of Subscription Licenses only on the Enrollment anniversary date on a prospective basis if permitted in the Product Terms as follows:

        1) For Server and Tools Products available as Subscription Licenses, Licenses may be reduced only as long as the minimum order requirements are maintained. If reducing

Subscription Licenses that cover Existing Baseline Licenses, Enrolled Affiliate may not use or transfer those Existing Baseline Licenses for the remainder of the term.

2) For Online Services available as Additional Product Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, the applicable Subscription License will be cancelled.

Subscription Licenses added after the initial order may not be reduced on the anniversary date immediately following the order but must remain in effect at least until the subsequent anniversary date. Notwithstanding the foregoing, Microsoft Azure Monetary Commitment added after the initial order may be reduced on any anniversary date. Invoices will be adjusted to reflect any reductions in Subscription Licenses and will be effective as of the Enrollment anniversary date.

(v) **Late true-up order.** If the annual true-up order is not received when due:

1) Microsoft will invoice Enrolled Affiliate for the following year for the quantity of Subscription Licenses ordered in the prior year; however, such invoice will not constitute a waiver of the annual order requirement; and

2) Subscription License reductions will not take effect until the following Enrollment anniversary date (or at Enrollment renewal, as applicable); and

3)   Microsoft will invoice Enrolled Affiliate for all Reserved Licenses not previously invoiced.

g. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on a Customer Price Sheet, Enrolled Affiliate may order according to the true-up order process.

(ii) If step-up Licenses are not included on a Customer Price Sheet, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

h. **Clerical Errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

i. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Master Agreement.

4. *Pricing.*

a. **Price levels.** Each Product is assigned to a Product pool as shown in the Product Terms. Price levels (A, B, C or D) are set separately for each pool. Price levels for the applicable Product pools are set forth in the Product Selection Form. Enrolled Affiliate's price level for each Product pool will be level A unless Enrolled Affiliate is entitled to a different price level under any Enterprise Enrollment, Enterprise Subscription Enrollment, Microsoft Products and Services Agreement, Select Agreement or Select Plus Agreement in effect as of the effective date.

b. **Setting prices.** Except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service ordered will be fixed throughout the applicable Enrollment term, provided that Enrolled Affiliate qualifies for the same price level for the entire term. If Enrolled Affiliate qualifies for a different price level, Microsoft will establish a new price level for subsequent orders either upon Enrolled Affiliate's request or

on its own initiative. Price levels and prices are reestablished at the beginning of the renewal term.

5. *Payment terms.*

a. **License with Software Assurance and Software Assurance.** For the initial and any renewal order for License with Software Assurance and Software Assurance, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If spread payments are elected, Microsoft will invoice Enrolled Affiliate in three equal annual installments unless indicated otherwise on the Customer Price Sheet. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and additional installments will be invoiced on each Enrollment anniversary date. Enrolled Affiliate must pay upfront for subsequent orders, which will be invoiced upon acceptance of the order.

b. **Subscription Licenses (except Microsoft Azure Services).** Unless indicated otherwise on the Customer Price Sheet, Microsoft will invoice Enrolled Affiliate annually in full upon acceptance of each order. Annual orders will be invoiced on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront.

c. **Microsoft Azure services.** Invoicing for Microsoft Azure Services is described in the Product Terms.

6. *End of Enrollment term and termination.*

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but for which it has not previously submitted an order.

b. **End of term rights for Server and Tools Products.** Provided Enrolled Affiliate has paid for all required Licenses, including any Baseline Licenses, on the Expiration Date Enrolled Affiliate will have the following rights:

(i) **Existing Baseline Licenses with continuous Software Assurance.** For perpetual Existing Baseline Licenses continuously covered by Software Assurance, Enrolled Affiliate will have perpetual Licenses to use the latest version of the Product available (or any prior version) as of the Expiration Date, provided that the Existing Baseline Licenses are fully paid.

(ii) **New Baseline Licenses.** For New Baseline Licenses (excluding Subscription Licenses), Enrolled Affiliate will have perpetual Licenses to use the latest version of the Product available (or any prior version) as of the Expiration Date.

c. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products and Services by renewing this Enrollment for one additional 36 full calendar month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Enrolled Affiliate to enter into new agreements and Enrollments at renewal.

d. **If Enrolled Affiliate elects not to renew.**

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Extended Term for eligible Online Services.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) Extended Term. If Enrolled Affiliate does not renew, access to Online Services will automatically continue month-to-month in accordance with the terms of the Enrollment ("Extended Term") for up to one year unless designated in the Product Terms to continue until cancelled. For the first twelve months of the Extended Term, Online Services will be invoiced monthly (quarterly for Microsoft Azure Services) at the then-current published price (or Consumption Rate for Microsoft Azure Services) for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee. As of the first day of the thirteenth month of the Extended Term, Online Services that continue until cancelled will be invoiced at the then-current published price, at price level A, plus a 3% administrative fee. During the Extended Term, the then-current Online Services Terms and Product Terms will apply to Enrolled Affiliate's use. If Enrolled Affiliate does not want an Extended Term, Microsoft must receive a request not to extend no later than 30 days before the Expiration Date.

2) Cancellation during Extended Term. At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) Subscription Licenses and Online Services without an Extended Term. If Enrolled Affiliate elects not to renew or exercise its buy-out rights for Products eligible for buy-out, Subscription Licenses will be cancelled and will terminate as of the Expiration Date. Any associated Software must be uninstalled, media must be destroyed and the Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

e. **Buy-out option.**

(i) For Subscription Licenses. Enrolled Affiliate may buy out active Subscription Licenses acquired under this Enrollment for Products other than Online Services and acquire perpetual Licenses for the latest version of the Product as of the Expiration Date by placing an order for such Licenses at the buy-out price indicated on the Customer Price Sheet.

(ii) Buy-out order date. Microsoft must receive the buy-out order no more than 30 days prior to the Expiration Date. The Expiration Date will be the invoice date for the buy-out order.

f. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" Section of the agreement. In addition, the following will constitute a breach of this Enrollment: (1) Enrolled Affiliate or any Affiliate in the Enterprise fails to timely pay for any Existing Baseline License or (2) any Baseline Agreement is terminated for cause prior to full payment. Without limiting any other remedies Microsoft may have, if Microsoft terminates this Enrollment or any existing Baseline Agreement for cause, all amounts due under any unpaid invoices under this Enrollment and such existing Baseline Agreement (except as otherwise provided in such existing Baseline Agreement), shall become due and payable immediately.

g. **Early termination.** If Enrolled Affiliate terminates this Enrollment as a result of a breach by Microsoft, or if Microsoft terminates this Enrollment because Enrolled Affiliate has ceased to be Customer's Affiliate, then Enrolled Affiliate will have the following options for Licenses, excluding Subscription Licenses:

(i) It may immediately pay the total remaining amount due, including all installments, in which case, Enrolled Affiliate will have perpetual rights (1) for Server and Tools Products, as described in the section entitled "End of Term rights for Server and Tools Products" and (2) for Additional Products, for all Licenses (excluding Subscription Licenses) it has ordered (for the latest version of Products ordered under Software Assurance coverage in an initial or renewal term); or

(ii) It may pay only amounts due as of the termination date, in which case Enrolled Affiliate will have perpetual Licenses (for the latest version of Products ordered under Software Assurance coverage in an initial or renewal term) for (1) all copies of Products for which payment has been made in full, and (2) a proportional number of copies of Products it has ordered for which payment has been made.

h. Early termination for Subscription Licenses. For Subscription Licenses, if an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates this Enrollment because Enrolled Affiliate has ceased to be Customer's Affiliate, then Enrolled Affiliate will have the following options:

(i) Enrolled Affiliate may obtain perpetual Licenses as described in the section entitled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.

(ii) If not exercising the buy-out option, Enrolled Affiliate will receive a credit for any amount paid in advance that would apply after the date of termination.

i. Early termination for Online Services. For Online Services, if an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates this Enrollment for regulatory reasons or because Enrolled Affiliate has ceased to be Customer's Affiliate, then Enrolled Affiliate will receive a credit for any amount paid in advance for the period after termination.

j. Transfer of Software. Notwithstanding any provisions concerning License transfers, nothing in this Enrollment prohibits the transfer of Software to the extent allowed under applicable law if the distribution right has been exhausted.
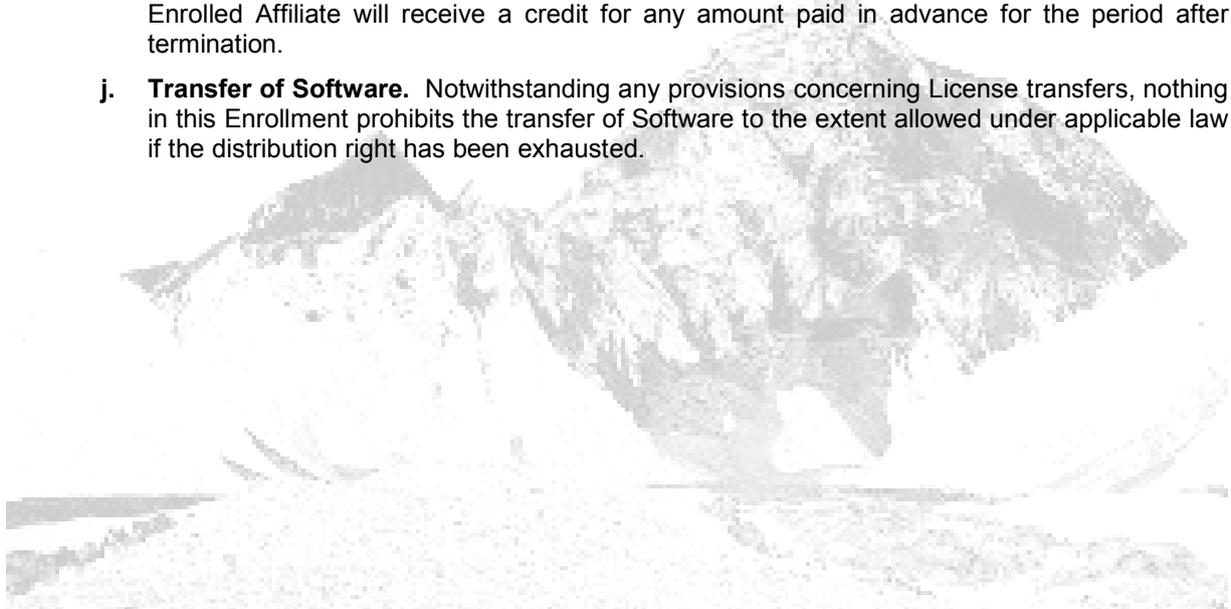
Enrollment Details

1.   *Enrolled Affiliate's Enterprise.*

a.   Identify which Affiliates are included in the Enterprise (Required). Affiliates must be separate legal entities, not departments, divisions, or business units.

Check **only one box** in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates.

☐ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific Affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☒ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

Siemens Lifecycle Management Software Inc

b.   Please indicate whether Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

If no selection is made, Microsoft will deem the Enterprise to include all future Affiliates.

2.   *Contact information.*

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

a.   Primary contact. This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The Primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes.

Name of entity (must be legal entity name)* Siemens AG
Contact name: First* Detlef **Last*** Mueller
Contact email address* detlef.mueller@siemens.com
Street address* Otto-Hahn-Ring 6

City* München
Postal code* 81739
Country* Germany
Phone +4915228899963
* indicates required field

b. **Notices contact and online administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up.

☒ Same as primary contact (default if no information is provided below, even if box is not checked)

Contact name: First*   **Last***
Contact email address*
Street address*
City*
Postal code*
Country*
Phone
Language preference. Choose the language for notices. English
☐ This contact is a third party (not Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
* indicates required field

c. **Billing contact.** This is the contact to which Microsoft will send invoices and any tax exempt information necessary for Microsoft to process invoices:

☒ Same as primary contact (default if no information is provided below, even if box is not checked)

Accounts payable contact name: First*   **Last***
Accounts payable contact email address*
Street address*
City*
Postal code*
Country*
Phone
Pre-Credit Check IT number 5-0000000795984
* indicates required field

d. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment.

☒ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)
Contact name: First*   **Last***
Contact email address*
Phone

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
* indicates required field

e. **Software Advisor information.** Software Advisor's contact for this Enrollment is:

Software Advisor Public Customer Number ("PCN") 14447
Software Advisor company name* SoftwareOne AG

Street address (PO boxes will not be accepted)* Riedenmatt 4
City* Stans
Postal code* 6370
Country* Switzerland
Contact name* MS Admin
Phone 0041 844 44 55 44
Contact email address* ms-admin.emea@softwareone.com
* indicates required field

By signing below, the Software Advisor identified above confirms that all information provided in this Enrollment is correct.

Signature*	
Printed name*	
Printed title*	
Date*	

* indicates required field

Changing a Software Advisor. If Microsoft or the Software Advisor chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Software Advisor. If Enrolled Affiliate or the Software Advisor intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

f. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the Notices Contact and Online Administrator remains the default.*

(i) Additional Notices Contact
(ii) Software Assurance Manager
(iii) Subscriptions Manager
(iv) Customer Support Manager (CSM) contact

3. *Financing.*

Is a purchase under this Enrollment being financed through MS Financing? ☒ No ☐ Yes