

# SIMATIC Energy Manager Annual Subscription Product Sheet and Specific Terms



The MindSphere application SIMATIC Energy Manager provides additional transparency about energy consumption and energy flows on your machines, across manufacturing lines or entire sites. SIMATIC Energy Manager helps you to increase energy efficiency by offering you different analytics for consumption, unit consumption, costs and CO<sub>2</sub> emissions. You can access either predefined or individual Key Performance Indicator (KPI) calculations and create customized visualizations.

## Prerequisites

Subscription	A valid MindAccess IoT Value Plan (Small/Medium/Large) subscription is required.
Web browser	An HTML5 capable Internet browser is required in order to configure and display KPIs and Dashboards on your PC or mobile device. Google Chrome and a screen resolution of 1920x1080 is recommended.

## Description

General	SIMATIC Energy Manager supports energy KPI calculations based on your time series data and provides a flexible possibility to display the information in custom Dashboards. The Asset specific Media analysis helps you to detect inefficiencies and to develop energy efficiency measures.
Web-based user interface	This application offers a user interface accessible via a common web browser. Within this user interface, you can: <ul style="list-style-type: none"> <li>• Access the Asset model for navigation as well as configuring KPI Instances and Dashboards,</li> <li>• Set up and manage KPI Types and the associated KPI Instances,</li> <li>• Set up and manage custom Dashboards for an Asset,</li> <li>• Set up and manage the Asset and Variable configuration,</li> <li>• Set up and manage the consumed Media, the appropriate costs and CO<sub>2</sub> emissions,</li> <li>• Analyze time series data or KPIs using the available Widget types such as chart, value, gauge, pie or heat map.</li> </ul>

KPI usage and creation	<p>This application offers the possibility to define KPI Types which can be used to create KPI Instances assigned to individual Assets. Users can:</p> <ul style="list-style-type: none"> <li>• Create, modify or delete KPI Types,</li> <li>• Create, modify or delete KPI Instances by using an individual KPI Type and link specific Variables of an Asset to the appropriate Operands,</li> <li>• Create, modify or delete KPI Instances by predefined KPI Types,</li> <li>• Get an overview of Variables or KPI Instances for an individual Asset,</li> <li>• Generate KPIs automatically such as unit consumption, costs or CO<sub>2</sub> emissions for the Media analysis of a configured Asset.</li> </ul>
Dashboarding	<p>Based on the flexible dashboarding of SIMATIC Energy Manager, Users can:</p> <ul style="list-style-type: none"> <li>• Set up and manage one or more Dashboards per Asset,</li> <li>• Configure the observation period per Dashboard,</li> <li>• Set up and manage one or more Widgets per Dashboard,</li> <li>• Use the Widgets as well as their detailed view for data analysis,</li> <li>• Use a pre-defined Dashboard for analyzing the energy consumption of an Asset including the related KPI Instances such as unit consumption, costs or CO<sub>2</sub> emissions.</li> </ul>
Application permissions	<p>SIMATIC Energy Manager is operated in a data center in the Area European Union (unless you are located in PRC, in which case it is operated in a data center in PRC) and reads, processes and writes the following data:</p> <ul style="list-style-type: none"> <li>• Time series data which includes the Variables received from an Asset within defined continuous time cycles.</li> <li>• Asset configuration data which describes the Asset (e.g. Asset name, location).</li> <li>• User data (User name (given name and surname), email address, user rights granted, user role and language).</li> </ul> <p>The application performs the following activities which modify or amend Your Content in your MindAccess Account on your behalf:</p> <p>Read access on your time series data:</p> <ul style="list-style-type: none"> <li>• This application reads uploaded data from your data repository to evaluate and process certain information presented in different views within this application.</li> </ul> <p>Read access on your Asset configuration data:</p> <ul style="list-style-type: none"> <li>• Read access on Asset configuration data is required in order to use the functionalities of this application.</li> </ul>

Pricing Model				
Fee for	Base subscription <sup>1)</sup>	Upgrade subscriptions (optional)		
	5 KPI Instances, 3 Users and 2 Assets for Media analysis	1 additional KPI Instance	1 additional User	1 additional Asset for Media analysis
Billing cycle	Yearly in advance	Yearly in advance		
<sup>1)</sup> Should the actual usage of your base subscription repeatedly exceed one or more of the applicable limits (e.g. the number of Users, KPI Instances), and should you not order the appropriate increase of usage capacities for an additional fee, we reserve the right to suspend the Service. Other contractual rights and remedies remain unaffected.				
Base subscription fee	<p>The base subscription allows access and use of the application with up to 5 KPI Instances, 2 Assets for Media analysis and 3 Users for visualizing the condition of a single Asset e.g. a machine. One KPI Instance includes up to 5 Variables used in the Widget.</p>			

Upgrade subscription fee	Additional fees will be applied on a yearly basis for any upgrade subscription (i.e. additional KPI Instance, User or Asset for Media analysis exceeding the number of KPI Instances, Users or Assets for Media analysis included in the base subscription).
Payment terms	The fees for the base and any upgrade subscription are charged yearly in advance.
Subscription Term	The initial Subscription Term for the base and any upgrade subscription is 12 months. Following expiration of the preceding Subscription Term, the subscription automatically renews <sup>2</sup> with a Subscription Term of 12 months at the then-current terms made available under <a href="http://www.mindsphere.io/terms">www.mindsphere.io/terms</a> , unless either Party notifies the other Party at least 60 days prior to the then-current expiration date that it has elected not to renew.
Adaptation of fees	<p>The fees during any renewed Subscription Term will be the same as during the immediately prior Subscription Term, unless we notify you of a Fee Change at least 90 days prior to the end of the then-current Subscription Term, in which case the communicated Fee Change will be effective upon subscription renewal<sup>3</sup>.</p> <p>During a running Subscription Term we may change our fees or add new fees (collectively referred to as “Fee Change”) due to: (i) changes in the quality or functionalities of the Service; (ii) material changes in market conditions; (iii) general increases in wages or other employment costs; and/or (iv) changes in procurement costs due to price changes made by our suppliers, in each case to the extent that the changes affect our provision of the agreed Service. We will notify you of any Fee Change at least 60 days in advance of the effective date of the Fee Change.</p>
Trial <sup>4</sup>	<p>“Trial” refers to an application that has been designated as a “trial” offering in the product description in the applicable Order Form. Any application delivered as a Trial is a “Free of Charge Service” as that term is defined in the MMA.</p> <p>We will notify you by email of the exact start and end date of the Subscription Term for the Trial (“Free Trial Period”).</p> <p>You may terminate the Trial at any time during the Free Trial Period by providing written notice to <a href="mailto:trial@mindsphere.io">trial@mindsphere.io</a> no later than 14 days prior to the end date of the Free Trial Period. We may terminate your access to the Trial at any time after receipt of your written termination notice. Termination of the Trial shall also result in termination of the respective corresponding paid subscription ordered.</p> <p>During the Free Trial Period, our standard support and service level obligations do not apply. We may however, at our sole discretion, make certain free of charge support services available to you. Upon expiration of the Free Trial Period, the Subscription Term for the respective corresponding paid subscription will begin, and you will be invoiced accordingly.</p>
<p><sup>2)3)</sup> Not applicable if you are located in Asia Pacific; <sup>4)</sup> Not applicable if you are located in PRC.</p>	

Specific Terms	
Service Level Agreement	The Monthly Uptime Percentage for this application is 90 %. Monthly Uptime Percentage is defined in the MindSphere Supplemental Terms available on <a href="http://www.mindsphere.io/terms">www.mindsphere.io/terms</a> <sup>1)</sup> .
Application use rights	This application can be used as part of OEM Services as described in the Specific Terms for MindAccess IoT Value Plan published on <a href="http://www.mindsphere.io/terms">www.mindsphere.io/terms</a> <sup>1)</sup> . Under the Account of your MindAccess IoT Value Plan, you may permit Users of Third Parties to access and use this application for the purpose of receiving a service from you.
Data use rights	“Collected Data” means the following data collected by SIMATIC Energy Manager: Any data and information processed and monitored by SIMATIC Energy Manager in order to fulfil its functionality. You acknowledge that Collected Data may include copies made by SIMATIC Energy Manager from certain parts of Your Content for use in accordance with this Product Sheet and Specific Terms. During and after the Subscription Term, Siemens and its business partners may use Collected Data for Siemens’ internal purposes (e.g. development and improvement of products and services) and to improve SIMATIC Energy Manager. Use of Collected Data in accordance with this Section will be at Siemens’ risk. Should Siemens divest substantially all of its assets of a business or should an Affiliate cease to be an Affiliate of Siemens AG, the purchaser of the divested business or the former Affiliate, respectively, may use the Collected Data received by such business or Affiliate before divestment, only as permitted in this Product Sheet and Specific Terms.
Third Party Terms	The application contains Third Party services, including open source software, commercial software, or software-related managed services, which are 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”). The Third Party Terms for SIMATIC Energy Manager are made available via the following web link: <a href="https://sie.ag/MindSphere-ThirdParty_SIMATIC-EnergyManager">https://sie.ag/MindSphere-ThirdParty_SIMATIC-EnergyManager</a> .
Changes to the Product Sheet & Specific Terms	We may update this document from time to time during a Subscription Term in order to reflect any changes agreed with or imposed by our subcontractors (including changes in open source software license terms) or when we introduce new features, supplements, enhancements or capabilities (e.g. that were not previously included with the subscription but added for no additional fee). These changes shall become binding upon release of a new version of this document on <a href="http://www.mindsphere.io/terms">www.mindsphere.io/terms</a> .
Support	Support may be contacted via Industry Online Support: <a href="https://support.industry.siemens.com/">https://support.industry.siemens.com/</a> . Support is available in English and German.
<sup>1)</sup> <a href="http://tb.cn/VMMan5w">http://tb.cn/VMMan5w</a> if you are located in PRC.	

Export Control Regulations	
AL	N
ECCN	N

## Security Information

General	In order to protect plants, systems, machines and networks against cyber threats, it is necessary that you implement and continuously maintain a holistic, state-of-the-art industrial security concept.
Secure communication	Data transmission will be done via HTTPS protocol from Asset to your MindAccess Account.

## Definitions

Asset	An Asset is the logical representation of a thing which for the purposes of this application is a machine.
Dashboard	Custom view assigned to an Asset where different Widgets can be added for a quick overview of the Variables and KPIs.
KPI Instance	Instance of a KPI Type assigned to a specific Asset. Its Operands are connected to the Asset specific time series data in your MindAccess IoT Value Plan.
KPI Type	Basic formula/algorithm that defines how e.g. unit consumption, costs or CO <sub>2</sub> emission of your Assets is calculated. Serves as a template for Asset specific KPI Instances.
Media	Media is a form of energy such as gas, water, electricity, steam. An Asset can consume one or more Media.
Operand	Input parameter for a KPI Type.
PRC	PRC means the People's Republic of China (which for the purpose of this Product Sheet and Specific Terms does not include Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan Area).
Variable	Data point of a configured Asset.
Widget	Configurable, resizable Dashboard tile that displays information in a specific way, e.g. chart, value.
General	Unless otherwise indicated, capitalized terms used in this document shall have the meaning given to them in this Product Sheet and Specific Terms or elsewhere in the MindSphere Agreement.