

1 General provisions

- 1.1 The customer may purchase products and services provided by the SITRAIN Academy of Siemens Osakeyhtiö in accordance with these General Terms and Conditions for SITRAIN Personal (on-site or virtual in-person training) and SITRAIN Access (digital learning offering) (referred to hereinafter as “GTCs”). The scope, quality and conditions for the products and services are defined exclusively in these GTCs, the conditions referenced in this paragraph, any supplementary written agreement and to the extent applicable, the terms of use for SITRAIN Access and the terms of use for access to any virtual tools that Siemens may use in providing the products and services. These GTCs shall apply exclusively to contracts/orders placed with Siemens Osakeyhtiö; contracts/orders placed with other Siemens entities are subject to their respective terms and conditions.
- 1.2 Unless otherwise stated in these GTCs, the following terms and conditions as applicable from time to time shall apply secondarily:
- (i) The terms and conditions for electronic order submission may apply if provided during the electronic order submission process.
 - (ii) The General Delivery Terms for Services and Projects 9/2020 shall apply. These terms are available at: www.siemens.fi/general-delivery-terms-for-services-and-projects.
 - (iii) If the products and services to be provided contain software, such software is licensed under the license terms contained in the software documentation or the software itself. If no other license terms are contained in the software documentation or the software, the General License Conditions for Software Products for Automation and Drives for Customers with a Seat or registered Office in Finland shall apply. These terms are available at: www.siemens.fi/di-general-license-conditions.

2 Bookings

- 2.1 Under SITRAIN Personal offering, the customer may book individual or standard courses. The customer may also purchase an agreed number of training days to be used on standard courses (subject to a separate contract, also on individual courses) over an agreed period of time (“**Training as a Service**”). If the customer has purchased Training as a Service contract, the customer may book standard courses with Siemens (or individual courses if covered by the contract) to use the purchased number of training days. SITRAIN personal courses may be held as on-site training or as virtual in-person training.
- 2.2 SITRAIN Access is offered as subscription. During the subscription term, the customer may use all released training offers within SITRAIN Access. In addition to the general subscription offering, individual learning units may be booked through SITRAIN Access, which may be subject to a separate charge. If desired and for a minimum number of ten (10) active employees, the customer may instruct his Siemens advisor to set up a group account. To do this, the customer must designate an employee as a representative authorized to represent the customer in the management of the SITRAIN Access service. This representative can perform bookings for all the customer’s employees and view their training history. The representative can assign courses to the employees directly via SITRAIN Access. If a group account is set up at the customer’s request, the customer will be responsible for ensuring

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that the representative will access the group account in compliance with all applicable laws and regulations, particularly including data protection laws and regulations. Siemens will inform the employees who are assigned to the representative. In case of an incorrect assignment, the customer shall inform Siemens immediately.

3 Prices

3.1 SITRAIN Personal:

3.1.1 The prices of standard courses are indicated in the respectively valid Siemens SITRAIN Training Offering (www.siemens.fi/koulutus) for Finland and are stated per participant. The prices of individual courses, including individual instruction, are indicated in the respective individual agreement.

3.1.2 Accommodation, food, and travel expenses of the participants are not included in the course prices. If an individual course is held outside Siemens' SITRAIN Academy premises, Siemens may invoice travel expenses and travel time of the trainers incurred to deliver the course.

3.1.3 Siemens will invoice the customer for the standard and individual courses after the course. For the Training as a Service contract, Siemens will charge a monthly fee that will be invoiced monthly in advance, unless otherwise agreed.

3.1.4 Siemens reserves the right to make reasonable price changes and will charge the prices applicable at the time of each delivery. This does not apply to price increases for services that are rendered within four months from entering into the contract or confirming the order.

3.2 SITRAIN Access:

3.2.1 The offerings for SITRAIN Access are indicated in the respectively valid Siemens SITRAIN Training Offering (www.siemens.fi/koulutus) for Finland. The prices are valid for customers with seat or residence in Finland. Unless otherwise stated, the prices are for a subscription term of one year. Individual learning units may be subject to a separate charge.

3.2.2 Siemens will invoice the customer for the subscription of the SITRAIN Access in the beginning of the relevant subscription term. Booking of individual learning units, if subject to a separate charge, will be charged upon booking.

3.2.3 Siemens reserves the right to make changes to the fees applicable to the SITRAIN Access that are reasonable or due to cost increase annually. The increased fees only apply to those annual subscriptions that start on or after October 1st. The increase of the fees will be announced at least three (3) months before entry into force.

3.3 The applicable payment terms and other terms related to payments shall be as set out in the terms and conditions referred to in Section 1.

4 Services of Siemens and right to make changes

4.1 The services of Siemens for SITRAIN Personal comprise:

- (i) Course execution;
- (ii) Course-accompanying documents;

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- (iii) Necessary tools; and
- (iv) Issuance of a participation confirmation of course attendance.

4.2 The services of Siemens for SITRAIN Access comprise:

- (i) Access to learning platform SITRAIN Access for the subscription period;
- (ii) Access to booked learning units;
- (iii) Issuance of a participation confirmation after completion of a learning unit;
- (iv) Provision of documents for download, if included in the respective learning unit.

4.3 The courses to be executed by Siemens are services and, as a general rule, no concrete success is owed.

4.4 Siemens reserves the right to adapt the contents of the courses to the current state of the art without prior notice. This could lead to differences from the course descriptions in individual cases. Siemens also reserves the right to make other minor content-related or organizational changes (such as, for example, change of instructors/ trainers), provided that the overall character of the courses is preserved in such cases. The customer is not entitled to have the courses executed by a certain instructor or trainer.

4.5 Siemens will execute the SITRAIN Personal courses in the training centers made available by Siemens or virtually in-person using the tools provided by Siemens.

4.6 Upon separate agreement, Siemens may execute SITRAIN Personal courses in the customer's own or rented premises. In this case, the customer will be responsible for providing the necessary infrastructure, e.g. computers and presentation media. Siemens will inform the customer of the required infrastructure in advance.

4.7 If the customer's systems are used for courses, it is the customer's responsibility to implement suitable and adequate security measures to protect its own data and programs from loss, destruction, or damage.

4.8 Sample applications, exemplary data sets or simulations which are used or provided to the customer within the courses have been created for training purposes and are not subject to the regular tests and quality testing of a payable product. These sample applications, exemplary data sets or simulations shall not be used outside of the training environment.

5 Special conditions for SITRAIN Access

5.1 When customer opens an account on SITRAIN Access, Siemens grants to the customer a non-transferable, non-sub-licensable, time-limited and revocable right to access and use the services only for internal purposes of the customer as an end-user and to use the service by himself or by his employees (authorized users) in the territory of Finland. Siemens will, after a reasonable processing time, provide access credentials to the authorized users on customer's request. Per each authorized user, one account will be provided. The authorized users may not pass on their login data/passwords. In case of passing on, Siemens reserves the right to lock the account without refund of already paid amounts.

5.2 The customer shall not use IP proxying or any other measures to disguise its seat, current residence, or geographic position. In case the customer or any of its users are in breach of

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- this obligation or the territorial restriction, Siemens has the right to lock the customer's accounts without refund of any prepaid amounts.
- 5.3 Siemens will provide access to SITRAIN Access subject to commercially reasonable efforts and operational requirements (e.g. maintenance and security). Necessary downtimes will, to the extent possible, be announced, with reasonable advance notice on the SITRAIN Access website. In case access to SITRAIN Access can nevertheless not be granted, Siemens will use commercially reasonable efforts to restore the access, or if such restoration would not be possible within reasonable time or commercially reasonable efforts, to terminate SITRAIN Access and refund any prepaid amounts on a pro-rata basis for the remaining subscription term. Any further remedies are excluded.
- 5.4 Siemens reserves the right to modify, in particular modify individual features, and discontinue SITRAIN Access at any time for as long as the overall character of SITRAIN Access as learning platform remains and its functionality or security features are not degraded. For current subscriptions, Siemens may degrade or discontinue the service only in case of (i) legal requirements; (ii) changes in the services imposed by Siemens' subcontractors; (iii) the termination of Siemens' relationship with subcontractors whose services are material for the provision of SITRAIN Access; or (iv) security risks. Siemens will notify the customer of any material degradation of functionality or the discontinuation at least 15 days prior to such change, and the customer may terminate the service until the change effective date. In the event of such termination or discontinuation of a service, Siemens will refund any prepaid amounts for the applicable service on a pro-rata basis for the remaining subscription term.
- 5.5 The customer is responsible for all activities that occur under his account and has to ensure that his authorized users will use their account for SITRAIN Access in accordance with the following requirements: In particular, authorized users may not use the account (i) to perform any activity that is unlawful, or that is harmful to or interferes with any use of the services, the network, systems and/or facilities of the provider hosting the services; (ii) to knowingly store, process, publish, or transmit any threatening, infringing or offensive posts, or material that constitutes spam/E-mail/usenet abuse, or a violation of any party's privacy, intellectual property or other rights; (iii) for any purposes other than the internal use of the customer, in particular for the purposes of a service bureau, outsourcing, lease, sub-licensing or time-sharing, or in any manner that would allow the use of a single user account by multiple users; (iv) to perform any activity intended to circumvent the security measures of Siemens or a subcontractor of Siemens. Siemens can change login data at any time if necessary at Siemens' discretion. In case of a breach of any of the foregoing requirements, Siemens is entitled to block the respective user account and, in case the breach concerns the entire customer account, to terminate the contract without refund of any prepaid amounts.
- 5.6 The customer is responsible for securing and maintaining an internet connection and hardware and software necessary for the use of SITRAIN access at his own expense.
- 5.7 After the end of the initial one year subscription term for SITRAIN access, the subscription shall be automatically renewed by another year unless one of the parties terminates the subscription by a written notice of three (3) months prior of the end of the then-current subscription term. Upon the end of a valid subscription, the customer's access to SITRAIN

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access shall end and the customer shall discontinue using the SITRAIN access. If the customer requires continued access to any such documents provided during the subscription term (e.g. manuals or certificates) that the customer has the right to continue using after the termination of the subscription, the customer shall download and save such documents before termination of its access.

6 Course dates and times

- 6.1 The dates and times for the SITRAIN Personal standard courses are indicated on the websites of Siemens (www.siemens.fi/koulutus).
- 6.2 The dates for live courses/transmissions for SITRAIN Access can be found on SITRAIN Access portal.
- 6.3 The dates and times for SITRAIN Personal individual courses, including individual instruction, will be agreed individually between Siemens and the customer.

7 Cancellation of courses by Siemens

- 7.1 Siemens reserves the right to cancel courses when for example the minimum number of participants required to execute a course economically is not attained, or if the course cannot be executed due to illness of the trainer or other technical reasons for which Siemens is not responsible. Before cancelling the course, Siemens will attempt to find another suitable trainer to execute the course or postpone it to another date and time, if this is possible. Siemens will inform the customer immediately of cancellations of courses.
- 7.2 If Siemens cancels a course, the customer will receive a refund of the fee paid in advance for the cancelled course, unless the course is part of the SITRAIN Access subscription and no separate fee is charged for the course in addition to the SITRAIN Access subscription fee. Any further claims or rights based on the cancellation of course are excluded.

8 Cancellation by the customer

8.1 SITRAIN Personal:

- 8.1.1 The customer may cancel the booking of a standard or individual course in writing at any time prior to the start of the course, and
 - (i) if the cancellation reaches Siemens at least seven (7) days before the beginning of the course, the cancellation will be free of charge for the customer, but for individual courses the travel costs incurred will be charged, or
 - (ii) if the notice of cancellation does not reach Siemens at least seven (7) calendar days before the beginning of the course, the customer will be charged 50% of the agreed total price for the course. If the customer cancels on the morning of the day when the course takes place or in the event of no-show, the customer will be charged 100% of the agreed total price for the course and for individual courses the travel costs incurred will also be charged.
- 8.1.2 If the customer has purchased a Training as a Service contract, the customer may cancel the booking of a course in writing at any time prior to the start of the course, and

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(i) if the cancellation reaches Siemens at least seven (7) days before the beginning of the course, the customer may reuse the training days at a later date, or

(ii) if the notice of cancellation does not reach Siemens at least seven (7) calendar days before the beginning of the course or in the event of no-show, the training days will be considered consumed and cannot be reused at a later date.

8.1.3 However, if the cancellation is notified to Siemens later than seven (7) before the beginning of the course, but the cancellation is due to an illness of the participant and the customer can demonstrate this upon request, the booking may be cancelled with respect to the participant concerned. In such case, the cancellation of an individual or standard course is free of charge, and in the event of cancellation of a course booked as part of the Training as a Service contract, the customer may reuse the relevant training days at a later date.

8.1.4 If a participant is unable to attend the agreed course, the customer may replace the participant with another participant free of charge.

8.2 SITRAIN Access:

8.2.1 The customer may cancel the subscription of SITRAIN Access as per clause 5 above. In this case, Siemens will charge 100% of the subscription fees until the end of the subscription.

9 Unutilized services

9.1 If the customer has purchased the Training as a Service contract, the agreed number of training days may only be used during the initial contract term specified in the Training as a Service contract and may not be transferred to any subsequent contract term. Siemens will not refund any payments for unutilized training days.

10 Intellectual property rights

10.1 All patent, copyright, database or design right, trademark and other intellectual property rights in the products or services shall be the exclusive property of and vest in Siemens or its licensors.

10.2 To the extent not otherwise stated in section 5, Siemens grants to the customer a non-exclusive right to use the hardware and software products delivered to the customer or made available to the customer during the courses without modifications and exclusively for training purposes during the course only. Further, any software (other than SITRAIN Access and other virtual tools where specific terms of use are given) is licensed under the license terms referred to in Section 1.

10.3 The customer shall not by observing, studying, decompiling or testing the product or service aim to learn the trade secrets of Siemens except to the extent mandatory law prohibits such limitation.

10.4 The customer shall have the right to use the documentation and online content provided by Siemens in its internal use. The documents and online content may not be reproduced or reprinted for any other purposes than for the customer's internal use, or translated by the customer or made available to third parties. The customer is also not allowed to divulge or commercially exploit the contents of the documents or online content. Schools or

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educational institutions shall not use the documentation or online content as part of their training or teaching for educational purposes without having a separate consent beforehand by Siemens.

- 10.5 Recording, filming, or photographing of courses and contents are only permitted with the prior consent of Siemens.

11 Safety regulations

- 11.1 Course participants are obligated to observe the safety and accident prevention regulations in effect on the business premises of Siemens or in other training locations, as well as the security regulations, particularly including access regulations, in effect there. Data carriers brought by the course participants may not be used on the computers of the training center, as a general rule. The customer will ensure that course participants observe Siemens' safety-relevant instructions.

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