

### 1. Contractual basis

Unless other provisions have been expressly agreed in writing with the customer as part of a special offer, order confirmation or contract, the provision of training services by Siemens Schweiz AG (hereinafter «Siemens») – whether on-site training courses or digital learning offerings – shall be exclusively governed by these General Terms and Conditions. The customer shall be deemed to have accepted these General Terms and Conditions on placing an order or, at the very latest, on commencement of the training course.

### 2. Courses

Siemens will deliver the booked training course in accordance with the description in the course program, the digital platform, the offer made to the customer, the order confirmation or the contract. It will provide the necessary course documentation, digital platforms, work materials and technical aids as well as a certificate or confirmation of course attendance. Siemens reserves the right to make changes to course details, locations, dates and trainers. It is entitled to further develop or update courses to reflect the current state of the art without prior notice. This may result in differences between the course description and the course content as delivered.

#### 2.1 Individual registrations

On-site courses: All courses where a price per person is quoted in the course price list/course program can be booked by individual participants. Unless other information is specified in the course description, Siemens AG delivers these courses on its own premises or in rooms rented for this purpose. There are restrictions on the number of participants in each course. The maximum number of participants is specified in the respective course description. In cases where a far higher number of registrations is received, Siemens will endeavor to offer an alternative.

Digital platform: Customers must register and obtain a subscription (license) in order to use the digital platform. During the subscription period, customers can book any of the activated courses.

#### 2.2 Group courses

On-site courses: Special group courses can be arranged with course administrators on a case-by-case basis.

Digital platform: Customers can request Siemens to set up a group account that allows them to manage training offerings themselves. Each customer designates a responsible person who is in possession of the necessary authorizations. This person can then make bookings on behalf of all the customer's employees and view the training history. Customers who ask Siemens to set up a group account are responsible for ensuring that access by the designated person is carried out in compliance with legal requirements, particularly laws governing data protection. The designated person can use the digital platform to directly assign courses to employees.

### 3. Cancellations, no-shows and changes to bookings

#### 3.1 Cancellation by Siemens Schweiz AG

Siemens is entitled to cancel a course at any time due to illness on the part of the trainer or other reasonable grounds. In the case of courses for individual participants, courses may also be canceled because the minimum number of participants has not been reached. The minimum number of participants is specified in the respective course description. Before canceling a course, Siemens will always try to offer an alternative, i.e. talk to individual customers about switching to a different date or course location. In this case, the customer has the choice of switching the booking to a new date or deciding against participation and canceling the booking free of charge. All further claims are excluded.

#### 3.2 Cancellations, no-shows and changes to bookings by customers

Cancellations by individual customers shall be submitted to Siemens no later than 10 working days prior to the confirmed start date of the course. In the case of later cancellations, no-shows or non-completion of a course, Siemens reserves the right to charge the full course fee.

### 4. Services

On-site courses: A detailed description of the services provided for the course price is given in the respective course program/price lists. Unless otherwise agreed, the course price includes the following:

- certificate of attendance
- course room
- required infrastructure
- course delivery, course instructor
- course documentation
- course confirmation of and/or certificate

In the case of courses held at customer premises, further costs may be incurred, such as the course instructor's expenses for accommodation, meals and travel.

Digital platform: The digital platform permits access to the current range of training courses. It may be used by customers who have their domicile or a branch in Switzerland, and is valid for the subscription period booked by the customer. If a customer violates this territorial restriction, Siemens is entitled to block the customer's account. The following services are included in the digital subscription:

- access to the digital platform for the agreed period
- access to individual booked services
- access to the entire activated range of training courses
- certificate of attendance
- course documentation (where part of the respective course)
- course confirmation and/or certificate

The **Special Conditions for Use** of the digital platform (additional document) must also be observed. They form part of these General Terms and Conditions.

#### 4.1 Customer obligations for courses at customer premises

Courses with a theoretical content should take place in a room that has one of more windows and provides sufficient space for the necessary number of chairs and tables. Necessary infrastructure such as WiFi access, beamer, flipcharts, whiteboards and pinboards must be provided by the customer free of charge. The customer is responsible for organizing the catering during lunch and breaks, and for providing drinking water in the course room.

In the case of courses which include practical instruction carried out directly on systems, machines or equipment, safety regulations must be observed. If necessary, the customer must organize suitable access for course participants.

#### 4.2 Languages

The language in which the course will be delivered is specified in the course program/in the price list/on the digital platform. Courses in languages other than that stated in the description can be offered on request, at additional cost. Details must be agreed with course administrators.

### 5. Prices

All prices are quoted in Swiss Francs, not including VAT. Course fees are specified in the currently valid course program/in the price list/on the digital platform.

On-site courses: Costs for accommodation, meals and travel are not included in the course fees. If a cancellation is not received in writing at least 10 working days before the course begins, the full course fee will be charged.

### 6. Payment terms

Unless otherwise agreed, invoices shall be payable immediately and no later than thirty days after the invoice date, without cash discount or any other deduction. Payments shall be made using the payment details on the invoice. Payment shall be deemed to have been made once the due amount is credited to the respective account of Siemens.

The setting-off of such claims against counterclaims is not admissible.

### 7. Data protection, disclosure of the business relationship, data and information

The customer shall agree that Siemens is permitted to store the customer's contact information including name, phone number, e-mail address, and the names of the participants. This information will be processed and used exclusively in the context of the existing business relationship or course participation.

The customer shall further agree that all data and information required for the business relationships or resulting from them, particularly contractual documents and all data and information required for fulfillment of the contractual obligations, belonging to and about the customer and their participants may also be stored outside Switzerland. All such data and information may furthermore be made available to Siemens AG and its affiliated group companies, particularly for the performance of the services, the fulfillment of statutory requirements or for Siemens own internal auditing or supervision purposes, and disclosed for processing as necessary, always in compliance with respectively applicable data protection laws.

### 8. Copyrights

The course material provided to participants is intended for their personal use only. The training documentation or parts thereof may not be duplicated, reprinted, electronically copied, translated or passed on to third parties. Course documentation may not be duplicated, electronically processed, distributed or passed on internally or externally in any form – even for training purposes – without the written consent of Siemens. In this context, course documentation also includes any electronic knowledge products or learning systems made available to course participants. Offenders may be liable for damages.

Software made available by Siemens for training purposes may not be used for any purpose other than training within the course, nor may it be copied either wholly or in part or rendered usable or disclosed in any other form for which consent has not been obtained.

The copyrights in paragraph 8 also apply in cases where the documentation and/or software used is from third parties.

### 9. Safety and accident prevention regulations

The individual participants are responsible for compliance with the safety and accident prevention regulations applying to the training location.

### 10. Customer's responsibilities

The customer is required to report any issues without delay so that they can be remedied immediately. In addition to direct feedback, Siemens gives participants the opportunity to complete an evaluation survey at the end of the course.

In cases where participants are provided with hardware or software products for use during the course, the participants must take note of the operating instructions and/or any supplied instructions/manuals. The participants will be informed as to whether these tools form part of the course (and can be retained permanently) or are being made available by Siemens exclusively as a temporary loan during the course.

On-site courses: Any data media brought to the course by participants must not be used on computers belonging to Siemens or brought into contact with them in any way.

### 11. Liability

All claims by the customer over and above those expressly set out in these General Terms and Conditions, on any legal grounds whatsoever, especially not expressly specified claims to compensation, price reductions, contract termination or contract withdrawal, shall be excluded. In no circumstances shall the customer be entitled to claim compensation for damages resulting from malware in copied files.

Siemens shall not be liable for loss of or damage to participants' personal property.

This exclusion of liability does not apply in cases of unlawful intent or where liability is mandatory in law.

### 12. Applicable law, place of jurisdiction

The contract is subject to Swiss substantive law.

The place of jurisdiction for the customer and Siemens is Zürich. However, Siemens shall also be entitled to take legal action against the customer at its domicile or registered place of business.