

Supplement to the General Terms and Conditions for Training Courses of Siemens Switzerland Ltd > Special Provisions for Use of the Digital Platform (Version 2020)

1. Access to the digital training platform

In the context of the digital platform, Siemens Schweiz AG (hereinafter «Siemens») grants the customer the non-transferable, non-sub-licensable, time-limited and revocable right to access the digital platform exclusively for the internal purposes of the customer as an end-user and to use the services himself or through his employees (authorized users). After a reasonable processing time, Siemens will provide access credentials to the authorized users. One account will be provided for each authorized user. The authorized users may not pass on their login data or passwords to other parties. Should such information be passed on, Siemens reserves the right to block the account (without refund of any fees already paid).

Siemens will provide access to the digital platform using commercially reasonable efforts and subject to operational constraints (e.g. maintenance and security). To the extent possible, reasonable advance notice of necessary downtimes will be given on the digital platform. In cases where access to the platform is nevertheless not possible, Siemens will use commercially reasonable efforts to restore the access, or, if such restoration would not be possible within reasonable time or at economically viable expense, to close down the platform and refund any prepaid amounts on a pro-rata basis. Any more extensive warranty or claim to pro-rate reimbursement is excluded.

Siemens reserves the right to modify access to the platform at any time, in particular to modify individual features, as long as its overall character as an online learning platform is retained and its basic functionality or security features are not degraded. During the active subscription period, Siemens may restrict the functionality or discontinue the service for the following reasons only:

- legal requirements
- changes to the services imposed by Siemens subcontractors
- termination of the collaboration with subcontractors whose services are material for the provision of the platform
- security risks.

Siemens will notify the customer of any material restrictions to functionality or the discontinuation of a service at least 10 working days prior to the specified date that such change will come into effect. In the event of an impairment, the customer may terminate the service up to the date the change becomes effective. In the event of such termination or discontinuation of the service, Siemens will refund any remaining balance from prepaid amounts on a pro-rata basis.

The customer is responsible for all activities that take place using his account details and is obliged to ensure that the authorized users utilize the access to the digital platform in line with the contractually agreed requirements. In particular, authorized users may not use the account:

- to perform any activity that is unlawful, harmful to or interferes with any use of the services, the network, systems and/or facilities of the provider hosting the services
- to knowingly store, process, publish, or transmit any threatening, infringing or offensive posts, or material that constitutes spam/e-mail/network abuse, or is a violation of any party's privacy, intellectual property or other rights
- for any purposes other than the internal use of the customer, in particular the simultaneous use of an account by multiple users
- 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 it deems this to be necessary. In case of a breach of any of the foregoing requirements, Siemens is entitled to block the respective user account and, in the event that the breach concerns the entire customer account, to terminate the contract without refund of any prepaid amounts.

The customer is responsible for securing and maintaining an Internet connection and suitable connectivity for the use of the digital platform at his own expense.

When taking out a subscription, the customer is able to specify whether it is to run for a limited period (e.g. 12 months) or until further notice. In the case of a time-limited subscription, the customer is responsible for extending it in a timely manner.

On termination of the subscription, no further access to the digital platform will be granted. Before the termination date, the customer is responsible for saving (e.g. downloading) any documents (e.g. manuals or certificates) provided during the subscription period.

Siemens reserves the right to increase the fees for the digital platform once a year – after giving at least three months' prior notice – due to cost increases such as higher infrastructure costs, sundry supplier fees or a significant expansion of the offer.