

Training Supplemental Terms

These Training Supplemental Terms (“Training Terms”) apply in addition to the Base Terms between the Siemens entity named on the Order and the Customer that accepted the Order. They apply only to:

- in-person-trainings, e.g. classroom and onsite training sessions;
- live-online training sessions via remote access;
- workshop trainings; or
- E-Learnings

(or a combination of any such training sessions) as described in the Order (“Training”).

Capitalized terms are defined at the end of the document or in the Base Terms.

Commercial terms

1. Performance of the Training

1.1. Training Offerings

Siemens' sole obligation is to conduct or to make available the Training, as detailed in the Training description set out (or referred to) in the Order. Siemens does not guarantee a specific result or outcome and will not provide any accommodation, transport, or subsistence for Participants, unless otherwise set forth in the Order.

1.2. Availability of E-Learnings

1.2.1. **Access to E-Learnings.** Siemens will provide Participants with access to E-Learnings during the applicable Subscription Term.

1.2.2. **Service Limitations.** Access to E-Learnings may be unavailable due to:

- a. a planned downtime; or
- b. circumstances beyond Siemens' reasonable control.

1.3. Changes

Siemens has the right to make necessary changes to the contents, methodology, and organization before or during the Training, if these do not substantially change the characteristics of the Training. For E-Learnings, Siemens will not materially degrade the core platform features or functionalities during the applicable Subscription Term, except to address:

- a. new legal requirements;
- b. changes imposed by Siemens' vendors or subcontractors (e.g., termination of Siemens' relationship with a provider of software or services required to provide such E-Learning); or
- c. security risks that cannot be resolved in a commercially reasonable manner.

1.4. Trainers

Customer may not require that a specific trainer conduct the Training. Siemens may replace trainers with other qualified trainers as needed for the Training.

1.5. Participant requirements

- 1.5.1. **Customer responsibility.** Customer warrants that all Participants meet the requirements (if any) before the Training starts.
- 1.5.2. **Verification.** Siemens may request proof of requirements. Participants who do not meet requirements may be denied access to the Training.

1.6. Nomination of substitute Participant

Customer may nominate a substitute for a Participant before the Training starts. For E-Learnings, substitution is only permitted if the original Participant has not yet accessed the E-Learning.

1.7. Personal and Non-Transferable Training Rights

- 1.7.1. **Personal access restrictions.** Unless expressly approved by Siemens in writing, access to the Training:
 - a. is personal to the Participant; and
 - b. may not be shared or split between multiple individuals.
- 1.7.2. **Consequences of unauthorized transfer.** Any attempt to transfer or share access to the Training without prior written approval from Siemens may result in a denial of access to the Training.
- 1.7.3. **Compliance monitoring.** Siemens reserves the right to monitor Training access and participation to ensure compliance with these terms. For online Trainings, Participants may be required to verify their identity during the Training.
- 1.7.4. **Customer responsibilities.** Customer will immediately notify Siemens and terminate the relevant Participant's access to the Training if Customer becomes aware of any:
 - a. violation of these Training Terms by a Participant; or
 - b. unauthorized access to User Accounts.

1.8. Number of Participants and User Accounts

- 1.8.1. **Number of Participants.** A Training may require a minimum number of Participants.
- 1.8.2. **Number of User Accounts for E-Learnings.** For E-Learnings, the number of User Accounts available to Customer is specified in the Order.

1.9. Certifications

- 1.9.1. **Scope.** Certifications may be offered:
 - a. as a standalone Offering comprising an examination, with a certificate issued to Participant upon successful completion; or
 - b. as part of a Training, where the examination and certificate are included in the Training.

The description accompanying the Offering and examination regulations govern the details of the certification process, including examination conditions, completion requirements, and certificate validity.
- 1.9.2. **Personal and non-transferable.** Certificates are personal to the Participant and may not be transferred to any other individual.
- 1.9.3. **No third-party recognition.** Siemens does not warrant or guarantee that certificates will be recognized or accepted by any third party, government authority, or employer, or that they will satisfy any licensing, regulatory, or professional certification requirements.

2. Contingent Trainings

2.1. Authorization period and expiration

The authorization period to call off purchased Contingent Trainings is set out in the Order or, if not specified, is 12 months from the effective date of an Order. Rights to Contingent Trainings are non-cancelable and if unused, expire after the authorization period. Siemens will not refund any prepayment for expired rights.

2.2. Call-off and availability

Customer must provide reasonable advance notice (minimum 14 days unless otherwise agreed) when calling off Contingent Trainings. Contingent Trainings are subject to availability of trainer and location. Siemens will make reasonable efforts to accommodate Customer's preferred dates.

3. Location and date

3.1. Siemens' premises

Trainings (without E-Learnings or online Trainings) will be conducted at Siemens premises set out in the Order. Customer will and will ensure that Participants comply with all applicable Siemens site rules, security protocols, and access requirements. Failure to comply may result in a denial of access to the Training.

3.2. Customer's premises

For Trainings (without E-Learnings) at Customer's premises set out in the Order, Customer:

- a. will provide all necessary infrastructure (computers, presentation media, training rooms, etc.) unless supplied by Siemens. Siemens will specify technical requirements in advance.
- b. is responsible for:
 - implementing adequate security measures to protect its data and programs if its systems are used during the Training;
 - ensuring the training premises comply with applicable health, safety, and fire protection regulations;
 - conducting safety briefings for Siemens personnel upon arrival; and
 - maintaining appropriate insurance coverage for the premises.

3.3. Online Trainings and E-Learnings

3.3.1. Access. Siemens will make available:

- a. online Trainings via remote access by issuing access credentials and instructions for joining the Training; and
- b. E-Learnings by issuing access credentials or enabling self-registration for the authorized User Accounts.

Siemens may change or require changes to access credentials if necessary for security reasons.

3.3.2. Technical responsibilities. For online Trainings and E-Learnings, Customer will:

- a. ensure that Participants have access to appropriate technical equipment (e.g., computer, internet connection, headset) and meet minimum technical requirements as specified by Siemens. Technical difficulties on Customer's or Participant's side that prevent participation do not entitle Customer to refunds unless agreed otherwise;
- b. test connectivity in advance of the Training; and
- c. be responsible for the security of Customer's systems, including software, and will take commercially reasonable steps to exclude malware, viruses, spyware, and trojans.

3.3.3. Responsibilities for User Accounts. For E-Learnings, Customer will:

- a. ensure that each Participant accessing an E-Learning has a unique User Account with individual login credentials and that User Account credentials are not shared between multiple individuals;
- b. maintain the confidentiality of all access credentials;
- c. be responsible for all activities conducted through User Accounts, including requests and notifications submitted by Participants to Siemens; and
- d. promptly update User Account information when changes occur.

3.4. Date

The Training date is set out in the Order or will be agreed by the parties.

4. Data privacy

Siemens processes personal data in relation to a Training as explained in the data privacy notice under <https://www.siemens.com/en-us/privacy-notice/>.

Cancellation for Trainings without E-Learnings

5. Cancellation

5.1. Postponement or cancellation by Siemens

Siemens may postpone or cancel a Training with reasonable advance notice, if:

- a. the trainer is unavailable due to illness or other circumstances;
- b. the required minimum number of Participants is not met; or
- c. technical or facility issues affect the conduct of the Training.

5.2. Cancellation by Customer

- 5.2.1. **Standard Training.** Customer may cancel the Training at any time before the start or during performance of the Training. This does not affect Customer's cancellation rights under applicable law.
- 5.2.2. **Customized Training.** Customer may not cancel a Training customized by Siemens specifically in response to an individual Customer request or conducted at Customer's premises. However, the parties may agree on a new Training date.

5.3. Refunds

5.3.1. Refunds if Customer cancels.

- a. Siemens provides full refund for cancellations made 10 or more days before the scheduled start of the Training.
- b. For other Customer cancellations, Siemens charges:
 - 80% of the Training price (net) for cancellations made fewer than 10 days before the scheduled start;
 - 100% of the Training price (net) when Customer fails to attend without prior cancellation or cancels an already started Training.

Customer is entitled to prove that the proportion of expenses saved by Siemens is higher.

5.3.2. Refunds if Siemens cancels or postpones.

- a. If Siemens cancels a Training without offering a replacement, Customer will receive full refund.
- b. If Siemens postpones the Training, the postponement is deemed accepted unless Customer cancels the Training within 3 days of receiving the notice; in case of cancellation, Customer will receive a full refund.

5.4. Exception

Sections 5.1, 5.2 and 5.3 do not apply to E-Learnings.

Renewals, suspension, and termination for E-Learnings

6. Subscription renewals for E-Learnings

6.1. Renewal

If indicated in the Order or agreed by the parties in an electronic system made available by Siemens, the Subscription Term for the applicable E-Learning will automatically renew for successive Subscription Terms.

To avoid renewal, a party must notify the other at least 60 days before the end of that Subscription Term.

6.2. Renewed term

Any renewed Subscription Term will be the same length as the preceding term or 12 months (whichever is longer).

6.3. Price upon renewal

The price during any renewed Subscription Term will be the same as that in effect at the end of the preceding Subscription Term, unless:

- a. Siemens notifies Customer of a price change at least 90 days before the end of the then-current Subscription Term; or
- b. the price for the renewed Subscription Term is specified in the Order.

6.4. Applicable agreement

If the Agreement or Order applicable to the E-Learning incorporates online terms by reference, the then-current online terms will apply to the renewed Subscription Term.

7. Suspension and limitation of E-Learnings

7.1. Suspension and limitation rights

Siemens may immediately suspend or limit Customer's or any Participant's access to and use of E-Learnings, in whole or in part, if Siemens:

- a. reasonably determines that using the E-Learning:
 - poses a security risk to the E-Learning, Siemens, or any third party; or
 - subjects Siemens or any third party to liability; or
- b. has the right to immediate termination under Section 8.

If reasonably practicable, Siemens will provide advance notice before suspension.

7.2. Effect

Suspension or limitation will:

- a. not limit any other rights available to Siemens under the Agreement;
- b. not relieve Customer of its obligation to pay; and
- c. be promptly lifted when the reason for such suspension or limitation no longer exists.

8. Termination of E-Learnings

8.1. Mutual termination rights

Neither party will terminate an Order for an E-Learning for convenience during the applicable Subscription Term. Either party may only terminate with immediate effect an Order for an E-Learning during its applicable Subscription Term if:

- a. the other party materially breaches the Agreement; and
- b. the breach remains uncured for a period of 30 days from receiving notice.

Such termination will only be effective with respect to the affected E-Learning.

8.2. Siemens' termination rights

Siemens may terminate with immediate effect any or all Orders or the Agreement upon notice if Customer:

- a. does not comply with applicable law or the request of government authorities;
- b. accesses or uses an E-Learning without authorization; or
- c. breaches in any way Sections 1.5, 1.7, 1.8.2, 3.3.3, 11, 12, 13 and 15 of the Training Supplemental Terms or Sections 9, 11 or 25 of the Base Terms.

8.3. Effects of termination or expiration

8.3.1. **Access and use rights.** Customer's rights to access, use, or receive an E-Learning automatically terminate when:

- a. the relevant Subscription Term expires; or
- b. any Order for the E-Learning is terminated.

8.3.2. **Customer's obligations.** Upon termination or expiration, Customer and all Participants will immediately:

- a. stop using the affected E-Learning;
- b. remove and destroy all downloaded Training Materials in their possession or control unless allowed under Section 12.3; and
- c. certify such removal and destruction in writing to Siemens.

8.4. Refunds

If any Order for an E-Learning is terminated by Siemens under Section 8.1 or 8.2, Customer will still have to pay the total agreed price, which will be due and payable immediately upon termination.

If any Order for an E-Learning is terminated by Customer under Section 8.1, Siemens will refund a reasonable portion of any prepayment on a pro-rata basis for the remainder of the Subscription Term for the affected E-Learning.

8.5. Survival

The following Sections of the Training Supplemental Terms survive termination or expiration of any Order or the Agreement: 3.3 (Online Trainings and E-Learnings), 8.3 (Effects of termination or expiration), 11 (Reservation of Intellectual Property), 12.3 (Restrictions), 13 (Acceptable Use Policy and indemnity), and 15 (Foreign trade compliance for E-Learnings).

8.6. Exception

Sections 8.1, 8.2, 8.3, 8.4 and 8.5 only apply to E-Learnings.

Warranties

9. Warranty for Trainings

9.1. Scope

Trainings will be provided in a professional and workmanlike manner. Siemens makes only the limited warranties stated in the Agreement and disclaims all others, including the implied warranty of fitness for a particular purpose.

9.2. Disclaimers

Siemens does not warrant or guarantee that:

- a. Participants will achieve specific competency levels or pass any certification examinations;
- b. Training content will address every possible application or use case of Siemens products;

- c. Trainings will be completely uninterrupted due to technical issues beyond Siemens' reasonable control;
- d. Trainings are suitable for Customer's intended use; or
- e. Trainings comply with all laws and regulations applicable to Customer's specific use.

10. Additional E-Learnings warranty

10.1. Remedy

To the extent permissible by law, Siemens' entire liability and Customer's sole and exclusive remedy for a breach of this E-Learning warranty will be for Siemens to, at Siemens' option:

- a. use commercially reasonable efforts to restore the non-conforming E-Learning so that it complies with the warranty; or
- b. if restoration isn't commercially reasonable, terminate the Order for the non-conforming E-Learning and refund any prepayment for the E-Learning on a pro-rata basis for the remainder of the relevant Subscription Term.

10.2. Exclusions

The E-Learning warranty excludes:

- a. E-Learnings or any feature thereof provided at no charge or identified as "trial", "beta", "preview", "pre-release", "early access", "evaluation", "demo" or "non general release"; and
- b. interruptions, errors, or failures due to technical issues beyond Siemens' reasonable control.

10.3. Disclaimers

- a. Siemens does not warrant or guarantee that Siemens will correct reported errors or resolve support requests to meet Customer's needs.
- b. Representations about E-Learnings, their features, or functionality in any communication with Customer are technical information, not a warranty or guarantee.

Intellectual property rights

11. Reservation of Intellectual Property

Siemens and its licensors remain owner of their Intellectual Property in all Trainings and Training Materials.

12. Siemens license to Customer

12.1. Training Materials

Siemens grants Customer a non-exclusive license to use Training Materials, subject to the restrictions in Section 12.3. If, as part of the Training, Participants are provided with software or are given access to a virtual training environment, the right of use is limited to the use of the software for the purposes and duration of the Training.

12.2. E-Learnings

For E-Learnings, Siemens additionally grants Customer during the applicable Subscription Term a non-exclusive, non-transferable, limited right to access and use the E-Learning and to permit Participants to access and use the E-Learning, solely for Customer's internal training purposes. The license to use Training Materials within E-Learnings is limited to accessing and viewing online.

12.3. Restrictions

Customer will not, and will ensure that Participants and any other persons do not:

- a. use Training Materials for purposes other than training, for unlawful purposes or for developing or enhancing products or services that compete with the relevant Training;
- b. harm Training delivery by damaging, deactivating, overloading, or negatively impacting any Training or virtual training environment; by interfering with other Participants' use, or by subjecting Training Materials to open-source software licenses;
- c. distribute Training Materials by:
 - reselling, transferring, sublicensing, publishing, loaning, or leasing Training Materials or portions thereof;
 - using Training Materials to benefit third parties without Siemens' prior written consent;
- d. modify Training Materials by changing, manipulating, repairing, or creating derivative works; by reverse engineering, disassembling, or decompiling or by removing proprietary information, or notices;
- e. copy or record a Training by copying Training Materials; by recording, filming, photographing, or screen scraping Training content; and
- f. in connection with an E-Learning:
 - use automated tools (bots, scrapers, or similar) to access Training Materials without Siemens' prior written consent; or circumvent security or access controls of any E-Learning platform; or
 - download Training Materials unless explicitly enabled by Siemens. If Training Materials are downloadable, Customer may print one copy per Participant for offline use and create one backup copy of downloaded Training Materials.

The restrictions set out in this Section 12.3 do not apply to the extent they conflict with mandatory law.

General clauses for E-Learnings

13. Acceptable Use Policy and Indemnity

For E-Learnings, Customer will ensure that it and all Participants comply with the AUP.

Customer will indemnify Siemens, its Affiliates, and their subcontractors against any claims, damages, fines, and costs (including attorney's fees and expenses) arising from:

- a. violation of the AUP by Customer or any Participant; or
- b. violation of laws, regulations, or rights of others by Customer's or any Participant's use of an E-Learning.

14. Notices for E-Learnings

14.1. Methods of notice

For E-Learnings, Siemens may notify Customer by:

- a. posting a notification on the E-Learning platform;
- b. sending an email or other text message to the address or contact number provided by Customer or then-associated with the User Account; or
- c. sending an email to relevant Participants.

Notices about claims or disputes will always be sent to the party's address as specified in the applicable Order.

14.2. Notice delivery date

A notice will be deemed provided to Customer 3 days after its date if Customer does not:

- a. regularly visit the User Account; or
- b. receive a notice because of technical issues related to equipment or services under Customer's or its subcontractors' control.

14.3. Addresses

A party may change its address by giving written notice to the other party.

Customer will visit the User Account regularly and provide Siemens with current email addresses of its representatives.

15. Foreign trade compliance for E-Learnings

In addition to Section 11 of the Base Terms, for E-Learnings Customer will:

- a. not download, install, access, or use E-Learnings from or in any location prohibited by or subject to comprehensive sanctions according to the Foreign Trade Regulations;
- b. not grant access to, transfer, (re-export) (including any "deemed (re-exports)"), or make available E-Learnings available to any entity or person identified on a restricted party list of the Foreign Trade Regulations or owned or controlled by a restricted party;
- c. use E-Learnings exclusively for purposes permitted by the Foreign Trade Regulations (e.g., no use in connection with armaments, nuclear technology, nor weapons);
- d. upload to E-Learning platforms only non-controlled content (e.g., in the EU: AL = N; in the U.S.: ECCN = N or EAR99); and
- e. provide its Participants with information necessary to ensure compliance with the Foreign Trade Regulations.

16. License rights applicable to the U.S. Government

- a. E-Learnings are commercial products and commercial services that were developed exclusively at private expense.
- b. E-Learnings acquired directly or indirectly for use by the U.S. Government are "commercial products, commercial services, and commercial computer software or computer software documentation" as defined in 48 C.F.R. §2.101.
- c. E-Learnings may only be used under the terms of the Agreement as required by 48 C.F.R. §12.212 and 48 C.F.R. §227.7202.
- d. The U.S. Government will only have the rights set out in the Agreement, which takes precedence over any conflicting terms or conditions in any government order document, except for provisions that clash with applicable mandatory federal laws.
- e. Siemens will not be required to obtain a security clearance or otherwise be involved in accessing U.S. Government classified information.

Definitions

AUP	Siemens' Acceptable Use Policy available at https://www.siemens.com/sw-terms/aup .
Contingent Trainings	A pre-purchased quantity of Trainings that Customer can schedule flexibly at dates requested by Customer, subject to Siemens' confirmation. The maximum quantity of Trainings is indicated in the Order.
E-Learning	Training conducted web-based and on-demand, as described in the Order, accessible by Participants via an online platform or portal.
Participant	An individual attending or accessing the Training or taking a certification examination, either as Customer or as an individual authorized by Customer.
Subscription Term	The period specified in the Order for which an E-Learning is made available to Customer. Any renewal constitutes a new Subscription Term.
Training Materials	All materials and content, regardless of form, e.g., texts, diagrams, multimedia content, software, and virtual training environments, provided to Participant during a Training.
User Account	A non-transferable account enabling an individual Participant to access and use E-Learnings, assigned through unique credentials (username and password).