

SITRAIN Terms and Conditions

September 2023

1. Scope

- 1.1. These Terms and Conditions ("SITRAIN Terms and Conditions") apply to the booking, use, and participation in classroom trainings, online training, virtual training environments (e.g., SITRAIN access), and SITRAIN Learning Journeys offered by the SITRAIN Digital Industry Academy (individually or collectively referred to as "Training" or "Training Events"). The SITRAIN Digital Industry Academy, individual Training Events, and their content are operated and presented globally by Siemens Aktiengesellschaft, Werner-von-Siemens-Str. 1, 80333 Munich, Germany. In the Czech Republic, access to the SITRAIN training center and the facilitation of Training Events and their content is provided by Siemens, s.r.o., with registered office at Siemensova 1, 15500 Prague 13, Czech Republic, Company ID: 00268577 ("Siemens"), contact: sitrain.cz@siemens.com. Participants and Siemens are collectively referred to as the "Parties". These SITRAIN Terms and Conditions are supplemented by the [SITRAIN Acceptable Use Policy](#).
- 1.2. The SITRAIN Digital Industry Academy and individual Training Events are intended for consumers within the meaning of Section 2(1)(a) of Act No. 634/1992 Coll., on Consumer Protection ("ZOS") and entrepreneurs within the meaning of Section 420 et seq. of Act No. 89/2012 Coll., the Civil Code ("OZ"). You are a consumer if the purpose of booking a Training Event cannot be attributed to your business or independent professional activity. Conversely, you are an entrepreneur if you act within the scope of your business or independent professional activity.
- 1.3. If you, as an employee of an entrepreneur, book a Training Event as part of your professional activity for a company, you hereby agree that you are booking the Training and accepting these SITRAIN Terms and Conditions on behalf of and for the account of the company with which you have an employment contract. In such case, you declare and guarantee that you are authorized to represent this company in this matter. The contract for the Training is then concluded with your employer, and you benefit from the Training as a third-party beneficiary.
- 1.4. Booking a Training Event requires prior registration. More information on registration can be found on [Training center Siemens SITRAIN - Siemens CZ](#).
- 1.5. The contractual language is Czech.
- 1.6. These SITRAIN Terms and Conditions do not apply to:
 - (i) goods and services, including software, not provided by Siemens, even if they interact with the selected Training;
 - (ii) the transmission of data or software to and from the wide area network interface of the data centers used by Siemens to provide the Training; and
 - (iii) any hardware intended for accessing the Training. You are solely responsible, at your own expense, for ensuring and maintaining the resources, including hardware, software, and connectivity, that are suitable and necessary for participating in the Training.
- 1.7. Any software provided to you as part of the respective Training, including virtual training environments, may contain software, technology, and other materials from third-party providers, including open-source software, which have been licensed by third parties ("Third-Party Technologies") and are subject to separate terms and conditions ("Third-Party Terms"). These Third-Party Terms are listed in documentation, supplementary terms, readme files, header files, notes, or similar files. In case of conflict with the SITRAIN Terms and Conditions, the Third-Party Terms shall prevail with respect to the Third-Party Technologies. If the Third-Party Terms require Siemens to provide Third-Party Technologies in source code form, Siemens shall do so upon written request and against reimbursement of reasonable expenses.
- 1.8. Any individual agreements made regarding the same subject matter as these SITRAIN Terms and Conditions shall take precedence. Deviating or supplementary terms shall become part of the contract only if and to the extent Siemens has expressly approved their validity. This approval requirement applies in all cases, including when Siemens performs the Training without reservation and with knowledge of such terms.

2. Booking / Entry into Contract

- 2.1. The presentation and description of Training Events in the booking portal and the possibility to book individual Trainings do not constitute a binding offer by Siemens. They merely represent an invitation to submit an offer, allowing you to make a binding booking and order.
- 2.2. You can book a Training Event via our booking portal in the following way:
 - (a) You select a Training from our offer and initiate the booking process by clicking on the "shopping cart" icon.
 - (b) To continue the booking, you follow the booking process and enter participant and billing details. You can click

“Back” at any time to return to the previous step and review or correct your data.
(c) By clicking “Submit binding booking,” you place a binding offer for the last Training in the shopping cart. Before submitting the booking, you have another opportunity to review, modify, or cancel it. You can cancel the booking process at any time by closing your internet browser.

- 2.3. Siemens will confirm receipt of the booking via email. This confirmation only documents that Siemens has received your booking but does not yet constitute acceptance of your offer.
- 2.4. Your booking becomes binding once Siemens accepts your offer via registration on the website or by email and confirms this registration or booking by email (booking confirmation). There is no entitlement to acceptance of your booking.
- 2.5. Your booking and the booked Training are non-transferable and may not be shared unless expressly agreed otherwise.

3. Cancellation

- 3.1. Siemens reserves the right to postpone or cancel certain scheduled Training Events, for example, if the required minimum number of participants is not reached or if the Training cannot be conducted due to the trainer’s illness or other technical reasons for which Siemens is not responsible (e.g., defective training equipment). Siemens will provide written notice of cancellation or postponement without undue delay. If the Training is canceled, Siemens will promptly refund any prepaid amount. Further claims resulting from the cancellation of a Training Event are excluded.
- 3.2. You may cancel your booking of a scheduled Training Event at any time before the agreed start date of the Training. If the cancellation is not made at least fourteen (14) calendar days before the start of the Training, 80% of the price will be charged. If you fail to attend the booked Training without prior cancellation, 100% of the price will be charged. It is possible to nominate a substitute participant. The voluntarily granted right of cancellation does not affect your statutory right to withdraw from the booking.

4. Performance of Training

- 4.1. Siemens’ sole obligation is to conduct the Training. Siemens does not guarantee the achievement of any specific outcome.
- 4.2. Siemens reserves the right to make necessary changes or deviations in the content, methodology, and organization of the Training before or during its execution, provided such changes do not substantially alter the content of the Training. There is no entitlement to have the Training conducted by a specific trainer. Siemens has the right to replace the trainer with another person of equal qualifications if necessary.
- 4.3. If the Training is held at Siemens premises or another location, you are required to comply with the applicable safety and occupational health regulations as well as site-specific rules. Data media brought to the Training must not be connected to or used with Siemens equipment without prior consent from Siemens.
- 4.4. All costs associated with participation in the Training, such as travel, meals, or accommodation, are borne by you.
- 4.5. By sending employees to SITRAIN training, you, as their employer (the client), express your consent that these employees, after completing the introductory safety regulations training, become, in accordance with Act No. 250/2021 Coll. and Government Regulation No. 194/2022 Coll., as amended, instructed persons (§4) for the purposes of SITRAIN training. The validity of this instruction applies only for the duration of the specific SITRAIN training, and the instruction must be repeated for each subsequent training.
- 4.6. By sending employees to SITRAIN training, you also confirm, as their employer (the client), that these employees are medically fit to perform the activities of an instructed person (§4) in accordance with Act No. 250/2021 Coll. and Government Regulation No. 194/2022 Coll., as amended.

5. Other Responsibilities

- 5.1. You are responsible for securing your IT systems and the hardware and software you use during the Training. Before downloading information or data and before accessing Siemens IT systems, including virtual training environments, you must ensure that appropriate security measures and antivirus software are installed — both for your own protection and to protect Siemens systems.
- 5.2. If Siemens provides you access to a virtual training environment as part of the Training, you are obliged to:
 - (i) store your access credentials securely and protect them from unauthorized access and use;
 - (ii) access the virtual training environment only via your user account or another method approved by Siemens;
 - (iii) not bypass or disclose authentication or security features of your user account or any host or network connected to the virtual training environment; and
 - (iv) not use a false identity or credentials of another user or

institution to access the virtual training environment. Siemens may change access credentials if deemed necessary.

- 5.3. You must inform Siemens without undue delay if you lose your access credentials or become aware of unauthorized access by a third party. You must promptly change your credentials to prevent further unauthorized access. You remain responsible for any actions taken by individuals to whom you have granted access.
- 5.4. You are obliged to inform Siemens and provide any reasonable materials Siemens may request to verify compliance with these SITRAIN Terms and Conditions. If you become aware of any actual or potential incidents, you must promptly inform Siemens and assist in resolving them. Such incidents include:
 - (i) unauthorized use of the virtual training environment or your user account;
 - (ii) loss or theft of access credentials;
 - (iii) circumstances or incidents that negatively affect the security of the virtual training environment; or
 - (iv) actions by authorities or court decisions that relate to your use of the virtual training environment and may impact its operation.

6. Prices / Payment Terms

- 6.1. Prices are listed in the booking portal as both net and gross amounts, including VAT applicable to participants residing in the Czech Republic.
- 6.2. Prices are payable within thirty (30) days of receiving the invoice. Siemens reserves the right to make participation in the Training conditional on prior payment.
- 6.3. If you book the Training as an entrepreneur, all amounts payable to Siemens are understood to be exclusive of taxes and other charges. You agree to pay or reimburse Siemens for all taxes, customs duties, and other levies imposed by government authorities for the use or access to SITRAIN access. If you are legally required to withhold or deduct tax, the amount payable to Siemens shall be increased so that Siemens receives the full invoiced amount. You must submit all tax documentation without undue delay.

7. Right of Use

- 7.1. Siemens and its licensors retain ownership of all intellectual property rights in all materials, regardless of format, including (but not limited to) texts, diagrams, multimedia content, software, and virtual training environments made available to participants in connection with Siemens Training ("Training Materials").
- 7.2. Siemens grants you a simple right to use the provided Training Materials. If software tools or access to virtual training environments are provided during the Training, the right of use is limited to the duration and purpose of the Training.
- 7.3. You are not permitted to perform or allow third parties to perform the following actions with respect to the Training Materials:
 - (i) use them for purposes other than Training;
 - (ii) use them for unlawful purposes;
 - (iii) use them in a way that damages, disables, overloads, or negatively affects the Training or its virtual environment, or interferes with other participants' use;
 - (iv) sell, transfer, sublicense, publish, lend, lease, or use parts or excerpts for third parties without prior written consent from Siemens;
 - (v) modify, alter, manipulate, or repair SITRAIN access or create derivative works;
 - (vi) reverse engineer, disassemble, or decompile;
 - (vii) use them in a way that subjects the Training Materials to open-source licensing;
 - (viii) use them to develop or enhance a competing product or service;
 - (ix) remove proprietary notices or labels;
 - (x) copy or record the Training, e.g., via screen scraping.

These restrictions do not apply where they conflict with mandatory legal provisions.

- 7.4. You retain full copyright over materials you create yourself, including software elements, e.g., within a virtual training environment. You grant Siemens the right to use such materials to the extent necessary to conduct the Training and provide services. You are solely responsible for such materials. Siemens accepts no liability for them. You acknowledge that such materials may only be used for training purposes. Any commercial use is at your own risk and responsibility.

8. Right to Withdraw

- 8.1. As a consumer, you have the right to withdraw from the contract within fourteen days in accordance with Section 1829 et seq. of the Civil Code. The withdrawal period ends fourteen days after the contract is concluded. A withdrawal form is attached as Annex 1 to these Terms and Conditions.

- 8.2. Your right to withdraw expires if Siemens has fully provided the service and only if the service began with your prior express consent before the withdrawal period expired.
- 8.3. Your right to withdraw also expires under a contract for the supply of digital content not delivered on a tangible medium, once Siemens has begun performance, provided that:
- you have given your express consent for Siemens to begin performance before the end of the withdrawal period, and
 - you have confirmed that you are aware that you will lose your right to withdraw once performance begins.
9. **Warranty**
Statutory rights under applicable law apply.
10. **Liability**
- 10.1. In cases of ordinary negligence, Siemens is liable only if essential contractual obligations have been breached, and even then, liability is limited to foreseeable loss or damage. This limitation does not apply to injury to life, body, or health, or in cases of intentional or grossly negligent breach of duty. Siemens is not liable for other damage caused by ordinary negligence. Provisions of product liability law remain unaffected.
- 10.2. Siemens' liability in cases of fraudulent concealment or assumption of a guarantee remains unaffected, regardless of fault.
- 10.3. The limitations or exclusions of liability in section 10.1 also apply to Siemens' legal representatives and agents if claims are asserted against them directly.
- 10.4. All instructions given by trainers must be followed. Siemens accepts no liability for actions taken contrary to such instructions.
- 10.5. For Training and related goods or services provided free of charge and labeled as "evaluation," "test," "trial," "demo," or similar, Siemens is liable only for intent or gross negligence. If Siemens fraudulently conceals a legal or factual defect, it will compensate you for any resulting damage. In all other cases, Siemens' liability for legal or factual defects is excluded.
11. **Compliance with Export Control Regulations**
- 11.1. You are obliged to comply with all applicable sanctions, embargoes, and (re-)export control regulations, especially those of the European Union, the United States of America, and the jurisdiction in which SITRAIN, software, or virtual training environments are provided ("Export Law").
- 11.2. In particular, unless permitted under Export Law or based on relevant licenses and approvals, you must not:
- (i) access or use SITRAIN, software, or virtual training environments from locations subject to comprehensive sanctions or requiring authorization under Export Law (currently Cuba, Iran, North Korea, Syria, and the regions of Crimea, Donetsk, and Luhansk in Ukraine);
 - (ii) grant access to, transfer, or otherwise make available SITRAIN, software, or virtual training environments to any person or entity listed on sanctions lists under Export Law;
 - (iii) use SITRAIN, software, or virtual training environments for purposes prohibited under Export Law (e.g., defense products, nuclear technology, or weapons);
 - (iv) upload any content to SITRAIN, software, or virtual training environments unless it is non-controlled content (e.g., EU: AL = N; USA: ECCN = N or EAR99).
- 11.3. You must promptly provide Siemens with all requested information regarding users, intended use, and location of use of SITRAIN, software, or virtual training environments.
- 11.4. You shall fully indemnify Siemens against any claims made by authorities or third parties due to your or your users' non-compliance with the above export control obligations and compensate Siemens for all losses and expenses incurred.
- 11.5. Siemens will perform the contract only if its performance does not conflict with national or international foreign trade regulations or with embargoes and/or other sanctions. You acknowledge that Siemens may be required under Export Law to restrict or block your access to SITRAIN, software, or virtual training environments.
12. **Consumer Dispute Resolution**
- 12.1. Disputes arising from the contract may be resolved, among other means, through out-of-court procedures. As a consumer, you may contact an out-of-court dispute resolution body, such as the Czech Trade Inspection Authority (Česká obchodní inspekce – COI), which monitors and supervises legal and natural persons selling or supplying products and goods on the domestic market, providing services, or engaging in similar activities, including

consumer credit. You may also resolve disputes online via the designated ODR platform: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>.

13. Final Provisions

- 13.1. Siemens' rights and obligations under these SITRAIN Terms and Conditions may be exercised or fulfilled by an affiliated company of Siemens. Siemens may use resources in various countries, including unaffiliated subcontractors, to provide training services. Siemens remains responsible for its obligations under these SITRAIN Terms and Conditions.
- 13.2. These SITRAIN Terms and Conditions also apply to legal successors and assignees and are binding upon them. Siemens has the right to assign the contract with you or the rights arising from it, or individual orders, to an affiliated company of Siemens that will assume Siemens' obligations. You may not assign this contract in whole or in part, or transfer rights under this contract, without prior written consent from Siemens.
- 13.3. Neither Party shall be liable for failure or delay in fulfilling its obligations under these SITRAIN Terms and Conditions if caused by circumstances beyond its control, including force majeure, acts of government authorities, earthquakes, pandemics, epidemics, fires, floods, embargoes, riots, sabotage, cyberattacks (e.g., hacking), labor shortages, strikes, industrial disputes and lockouts, acts or omissions of civil or military authorities, war, or terrorism.
- 13.4. The contract is governed by the laws of the Czech Republic.
- 13.5. If, contrary to the information provided in your order, you are not resident in the Czech Republic, or you change your residence abroad after the contract is concluded, or your residence is unknown at the time of filing a lawsuit, the competent court for all disputes arising from or related to the contractual relationship shall be the court in Prague. If the customer is, at the time of contract conclusion, a business entity, a legal entity under public law, or a special public fund, the competent court shall also be Munich.
- 13.6. Any provision of these SITRAIN Terms and Conditions that is deemed unenforceable or invalid, in whole or in part, shall not affect the validity of the remaining provisions. The Parties undertake to replace any unenforceable or invalid provision with one that most closely reflects the economic intent of the Parties. The same applies in the case of a contractual gap.
- 13.7. If Siemens provides a translation of the Czech version of these SITRAIN Terms and Conditions and discrepancies arise between the Czech and translated versions, the Czech version shall prevail.

Special Terms and Conditions for SITRAIN access

1. Scope

- 1.1. If you have booked SITRAIN access Training or if SITRAIN access is part of the Training you have booked, these Special Terms and Conditions supplement the SITRAIN Terms and Conditions. In case of conflict between these Special Terms and the SITRAIN Terms and Conditions, these Special Terms shall prevail. These terms are further supplemented by the SITRAIN Acceptable Use Policy.

2. Provision of SITRAIN access

- 2.1. Siemens provides SITRAIN access in accordance with the features and functionalities described in the product documentation. Within commercially reasonable limits, Siemens endeavors to ensure availability of SITRAIN access, subject to operational restrictions including maintenance and security. SITRAIN access is considered available whenever it can be accessed via the wide area network interface of the data center used by Siemens.
- 2.2. You may use SITRAIN access to send messages to other users of the service. You are solely responsible for the content of such messages. Messages may be blocked, deleted, or undelivered due to destination server issues or other factors beyond Siemens' control, and there is no guarantee that notifications will reach the intended recipient within a specific timeframe.
- 2.3. As SITRAIN access is provided in a multi-user environment, Siemens reserves the right to modify or discontinue the service for justified reasons. This includes, in particular:
 - (i) legal requirements or court decisions necessitating changes or discontinuation;
 - (ii) changes required by Siemens' subcontractors or suppliers;
 - (iii) termination of Siemens' business relationship with a provider of essential software or services;
 - (iv) lack of user consent;
 - (v) necessary changes due to security risks.If you are a consumer, such modifications will not result in additional costs. Siemens will inform you of any changes, including negative impacts on access or usage, or discontinuation of the service, and the effective date, at least 90 days in advance. Siemens will not maintain older versions of the service.
- 2.4. You will be informed of amendments to these Special Terms at least two months before they take effect via SITRAIN access or another electronic channel. Amendments become effective only with your consent. Consent is deemed granted if:
 - (i) you do not object before the proposed effective date, and
 - (ii) the amendments are necessary to align the contractual terms with changes in the legal situation, such as when a provision becomes non-compliant or unenforceable due to a court ruling.If Siemens makes amendments based on presumed consent and you do not agree, you have the right to terminate your subscription immediately. Siemens will inform you of the legal consequences in the amendment notice.

3. Use of SITRAIN access

For the duration of a valid subscription, Siemens grants you a non-exclusive, non-transferable, limited right to access and use SITRAIN access solely for internal business purposes in accordance with these Special Terms and Conditions. If you are provided with accompanying documents and materials via SITRAIN access, Siemens grants you a non-exclusive, limited right to download such documentation electronically, print one copy, and create a backup copy.

4. Term, Termination, Suspension

- 4.1. Your subscription has a term of 12 months and automatically ends after this period.
- 4.2. You may terminate your subscription at any time during its term, effective at the end of the subscription period.
- 4.3. Each Party may terminate the subscription with immediate effect for good cause if the other Party materially breaches the SITRAIN Terms and Conditions, including these Special Terms, and fails to remedy the breach within 30 days of receiving notice. Siemens may terminate the subscription immediately if you use SITRAIN access without authorization, file for insolvency or insolvency proceedings are initiated against you, discontinue your business activities, fail to meet payment obligations despite reminders, violate Sections 3 or 9 of these Special Terms or Sections 11 or 13.2 of the SITRAIN Terms, or fail to comply with legal or regulatory requirements.
- 4.4. Upon termination of the subscription, your right to access and use SITRAIN access ends automatically. You must immediately cease use of the service. If Siemens terminates the subscription for good cause, any outstanding fees become immediately due. If you terminate the subscription for good cause, Siemens will refund a proportionate amount of prepaid fees for the remaining subscription term. Sections 5.1, 5.2, 5.4, 6.1, 6.3, 7.1, 7.3, 13.4, and

13.5 of the SITRAIN Terms and Sections 4.4, 6.3, 7.5, 8, 9, 10, and 10.2 of these Special Terms remain in effect after termination.

- 4.5. Siemens may fully or partially suspend or restrict access to SITRAIN access if, in its reasonable discretion, such use poses a security risk to the service, Siemens, or third parties, or may result in liability. Suspension may also occur if you materially breach the SITRAIN Terms or these Special Terms, if grounds for termination under Section 4.3 arise, or if an Excusing Event occurs. Suspension does not relieve you of payment obligations and will be lifted once the reason for suspension no longer exists.

5. Customer Content

- 5.1. You are solely responsible for the creation, content, purpose, use, and quality of your Customer Content, as well as how it is acquired and shared via SITRAIN access. This includes:
- (i) transferring or copying Customer Content to data centers outside your country of residence in accordance with applicable law;
 - (ii) implementing measures to ensure legally required or appropriate security of Customer Content, including backup and archiving;
 - (iii) complying with document retention and archiving requirements under law or corporate policies;
 - (iv) ensuring that Customer Content can be lawfully used by Siemens and other users of SITRAIN access without violating laws or third-party rights.
- If third parties hold you liable for violations of their rights or laws through your Customer Content, you must investigate and take appropriate action. Siemens will not delete your Customer Content unless required by law, necessary for liability reasons, or for security purposes. Siemens does not create or maintain backup copies of your Customer Content.
- 5.2. Unless otherwise stated, Siemens does not acquire any rights, title, or ownership in Customer Content. Subject to confidentiality obligations, Siemens and its business partners have a global, non-exclusive, transferable, sublicensable, royalty-free right to use, host, store, transfer, play back, modify, and reproduce Customer Content to make it available to other users via SITRAIN access.

6. Rights Arising from Defects

- 6.1. Subject to applicable consumer protection laws, Siemens guarantees that SITRAIN access substantially conforms to the description and features outlined in Section 2.1 of these Special Terms. Otherwise, Siemens — to the extent permitted by law — has the sole and exclusive obligation and you the sole and exclusive right to:
- (i) take or request commercially reasonable efforts to restore SITRAIN access to conformity; or
 - (ii) if such restoration is commercially unreasonable, terminate the subscription and request a refund of the prepaid fees on a pro-rata basis for the remaining subscription term.
- Rights arising from defects do not apply to defects caused by Customer Content, third-party content, or use of SITRAIN access in violation of the SITRAIN Terms or these Special Terms.
- 6.2. Siemens provides only the warranties expressly stated in these Special Terms and excludes all other warranties, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Siemens does not warrant that:
- (i) reported errors will be corrected or support requests will be resolved to your satisfaction;
 - (ii) SITRAIN access will be uninterrupted, error-free, secure, fault-tolerant, or free of harmful components; or
 - (iii) content, including Customer Content and third-party content, will be secure or free from loss or damage.
- Any presentation of SITRAIN access in communications with you constitutes technical information and not a warranty or guarantee.
- You are responsible for assessing the suitability of SITRAIN access for your intended use. By using the service, you confirm that SITRAIN access meets your requirements in accordance with applicable laws. You are responsible for obtaining all necessary licenses and approvals from software and service providers used in connection with SITRAIN access.
- 6.3. You acknowledge that your subscription to SITRAIN access is not dependent on future features or functionalities. Siemens has no control over your internal processes or the creation, validation, sale, or use of your (or your customers') products or services and is not liable for any third-party claims, except for Siemens' express obligations to indemnify you against infringement claims as stated in this contract. This Section 6.3 does not apply to consumers.

7. Indemnity

Subject to applicable consumer protection laws, the following applies in cases of legal violations and defects in title:

- 7.1. Siemens shall, at its own expense, indemnify and defend you against all claims based on the allegation that your use of SITRAIN access in accordance with these Special Terms infringes copyrights, trade secrets, patents, or trademarks granted in the United States, Japan, or a member state of the European Patent Organisation. Siemens shall reimburse you for all damages awarded by a competent court or agreed in a settlement, provided that:
- (i) you notify Siemens of the claim in writing without undue delay;
 - (ii) you provide Siemens with all requested information and reasonable assistance; and
 - (iii) you grant Siemens exclusive authority to defend or settle the claim.
- Siemens shall not accept liability or enter into obligations on your behalf without your prior written consent, which must not be unreasonably withheld.
- 7.2. If a permanent injunction is issued against your use of SITRAIN access, Siemens may, at its discretion, arrange for continued use, modify the service to avoid infringement, or, if such remedies are commercially unreasonable, terminate the subscription and require you to cease use immediately. Siemens may take such actions even before an injunction is issued.
- 7.3. Siemens shall not be liable or obligated to pay damages if the infringement claim arises from:
- (i) use of SITRAIN access in combination with content, equipment, or products not provided by Siemens;
 - (ii) modifications or configurations not made by Siemens; or
 - (iii) instructions, specifications, or contributions made by you.
- 7.4. This section conclusively governs your claims in the event of intellectual property infringement.
- 7.5. You shall indemnify Siemens, its suppliers, contractors, employees, and legal representatives against all claims, damages, liabilities, losses, costs, and expenses (including reasonable legal fees) arising from:
- (i) Customer Content;
 - (ii) violations of laws or third-party rights, including infringement of copyrights, patents, trade secrets, trademarks, or other intellectual property rights due to your use of SITRAIN access or that of third parties to whom you grant access;
 - (iii) breach of these Special Terms;
 - (iv) breach of the Acceptable Use Policy by you or third parties to whom you grant access;
 - (v) operation, combination, or use of SITRAIN access with Customer Content;
 - (vi) compliance with designs, plans, or specifications provided by you; and
 - (vii) claims by third parties to whom you grant access to SITRAIN access.
- Indemnification claims under items (i)–(iv) may be asserted by Siemens' subcontractors, suppliers, and contractors as third-party beneficiaries.

8. Liability

- 8.1. Section 10 of the SITRAIN Terms and Conditions applies, with the clarification that strict (no-fault) liability for damages caused by defects existing at the time of contract conclusion is excluded.

9. Confidentiality

- 9.1. Each Party shall treat confidential information disclosed by the other Party or its affiliated companies as confidential, use it only in connection with SITRAIN access or as permitted under these Special Terms, and disclose it only to users, employees, affiliated companies, customers, business partners, and consultants who need to know such information for the implementation of these terms and are bound by appropriate confidentiality obligations.
- 9.2. Siemens shall not disclose confidential information or Customer Content to third parties unless:
- (i) instructed by you;
 - (ii) permitted under these Special Terms; or
 - (iii) required by law or official orders.
- If third parties (including government authorities) request disclosure, Siemens shall ask them to contact you directly and may provide your basic contact details unless prohibited by law. If Siemens is required to disclose confidential information or Customer Content, it shall inform you and provide a copy of the request unless prohibited by law. Siemens may also disclose such information to third parties to report legal violations or in the event of a security incident or breach related to your use of SITRAIN access.

10. Data

- 10.1. Each Party shall comply with applicable data protection laws regarding personal data in connection with its obligations under these Special Terms.

10.2. Siemens and its affiliated companies may collect and derive information, statistics, and metrics on the use, operation, support, and maintenance of SITRAIN access ("System Information") and use it to support, maintain, monitor, operate, develop, and improve products and services or enforce rights. Siemens may share System Information with authorized Siemens partners only to the extent necessary for support. To detect unauthorized use, Siemens reserves the right to integrate automated reporting mechanisms.

11. Definitions

11.1. "Subscription" means an order for the SITRAIN access service for a specified subscription period via a manual or electronic ordering process that

(i) incorporates these Special Terms and Conditions and specifies all further details regarding the SITRAIN access service, including fees, and

(ii) is accepted by Siemens.

11.2. "Excusing Event" means any of the following:

- acts or omissions by you or a third party for whom you are responsible, including failure to provide accurate, complete, and timely information upon request;
- force majeure;
- routine maintenance and scheduled downtimes of the SITRAIN access service, other downtimes agreed and scheduled by the Parties, emergency or unscheduled maintenance;
- defects in third-party goods or services, loss of licenses or restrictions imposed by third-party providers;
- unavailability of required technology or other resources under commercially reasonable conditions;
- issues, including configuration problems, with operating systems, databases, applications, networks, hardware, infrastructure, or other code or materials not provided by Siemens;
- acts or omissions of third parties not caused by Siemens (e.g., hacking, denial-of-service attacks, introduction of malicious software including viruses);
- compliance with applicable laws and official orders that negatively affect Siemens or prevent Siemens from providing access to the SITRAIN access service.

11.3. "Laws" means any law, regulation, standard, or directive, including but not limited to industry-specific or company-specific requirements, co-determination rights, data protection, telecommunications, energy law, IT security laws, export control, sanctions, and confidentiality obligations.

11.4. "Content" means data, text, audio, video, images, models, or software accessible via a user account.

11.5. "Customer Content" means all content that you enter, upload, store, use, or create using the SITRAIN access service.

11.6. "User Account" means a non-transferable web interface that allows access and use of the SITRAIN access service via a unique URL (web address), assigned to you by Siemens.

11.7. "Party" refers to either you or Siemens, depending on the context.

11.8. "Affiliated Company" means a company or other legal entity that is directly or indirectly controlled by one of the Parties, or that owns or controls one of the Parties, or is under joint control. "Control" means the direct or indirect power to direct or determine the business and management of a company or other legal entity.

11.9. "Confidential Information" means all information disclosed by one Party or its affiliated company to the other Party in connection with these Special Terms and Conditions that is marked as "confidential", "restricted", or whose confidential nature is evident from the type of information or the context of disclosure. Confidential Information also includes all information, data, and materials obtained in connection with these terms or through access to and use of the SITRAIN access service, including service features and availability, business strategies and practices of Siemens, its business partners or other users, content, methods, trade secrets, know-how, pricing, technologies, software, APIs, product plans, and information about Siemens employees, customers, suppliers, and consultants.

11.10. Confidential Information does not include information that:

- (i) is publicly available without breach of confidentiality obligations;
- (ii) is available to the recipient from another source, provided the recipient has no reason to believe that the source is bound by confidentiality or obtained the information unlawfully;
- (iii) was lawfully in the recipient's possession prior to disclosure without a confidentiality obligation;
- (iv) was independently developed by the recipient without use of or reference to Confidential Information; or
- (v) was released by the disclosing Party for non-confidential use.

Annex No. 1 to the Training Agreement

SAMPLE WITHDRAWAL FORM

(complete and return this form only if you wish to withdraw from the contract)

Addressee:

Siemens, s.r.o.

Registered office: Siemensova 1, 155 00 Prague 13

Email: sitrain.cz@siemens.com

I/we hereby give notice that I/we withdraw from the contract for the provision of the following services:

Description of service:

Date of conclusion of the contract:

Name(s) of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is submitted in paper form):

INFORMATION ON THE RIGHT OF WITHDRAWAL FROM THE CONTRACT

Right of withdrawal

1. You have the right to withdraw from this contract without giving any reason within 14 days.
2. The withdrawal period will expire 14 days from the date of conclusion of the contract.
3. To exercise the right of withdrawal, you must inform us of your decision to withdraw from this contract by a clear statement (e.g. a letter sent by post or email). You may use the attached sample withdrawal form, but it is not obligatory.
4. To meet the withdrawal deadline, it is sufficient to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

1. If you withdraw from this contract, we shall reimburse to you all payments received from you, without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise.
2. If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated to us your withdrawal from this contract, in comparison with the full coverage of the contract.
3. Please note that if the service has been fully provided at your express request before the expiry of the withdrawal period, you lose the right to withdraw from the contract.

By signing below, I confirm that I have been informed of my right to withdraw from the contract and the conditions for exercising this right.

Date:

Signature of consumer: