

## **General Terms and Conditions for SITRAIN**

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### **1 General provisions**

The customer may purchase products (hardware and software) and services of the Siemens Digital Industry Academy division of Siemens Aktiengesellschaft in accordance with these General Terms and Conditions for SITRAIN **personal (on-site training) und SITRAIN access (digital learning offering)** (referred to hereinafter as "GTC"). The scope, quality, and all conditions for the products and services are defined exclusively in these GTC, the conditions referenced in this paragraph, any supplementary written agreement, and, to the extent applicable, the terms of use for SITRAIN access. These GTC apply exclusively to orders placed with Siemens Aktiengesellschaft; orders placed with other Siemens entities/ Regional Companies are subject to their respective terms and conditions.

Unless otherwise stated in these GTC, the following terms and conditions in their respectively current versions shall apply secondarily:

- (i) In addition, the conditions for electronic order filling may apply if provided during the electronic order filing process.
- (ii) If the customer's registered office is located in Germany, the General Delivery Terms and Conditions for Products and Services of the Electrical Industry shall apply. If the customer's registered office is not located in Germany, the General Delivery Terms and Conditions of Siemens Industry for Customers Not Domiciled in Germany shall apply.
- (iii) If the products and services contain software and the customer's registered office is located in Germany, the General Terms and Conditions for the Transfer of Software for Automation and Drives to Licensees Domiciled in Germany shall apply. If the customer's registered office is not located in Germany, the General Delivery Terms and Conditions for the Transfer of Software Products for Automation and Drives to Licensees Not Domiciled in Germany shall apply.

### **2 Bookings**

For SITRAIN personal, the customer may book individual courses. 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 courses may be booked for SITRAIN access.

If desired and for a minimum number of five (5) 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 vested by the customer with all the powers of an authorized representative. 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 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 and payment**

Prices are stated in € (euros) before the sales tax applicable at the time when services are rendered, excluding packaging and transportation. In case of proven additional duties or taxes due to course conduction abroad on customer request, these will be charged additionally.

SITRAIN personal: The prices of standard courses are indicated in the respectively valid Siemens "SITRAIN" Training Offering ([www.siemens.de/sitrain-personal](http://www.siemens.de/sitrain-personal)) for Germany, and are stated per participant. The prices of individual courses, including individual instruction, are indicated in the respective individual agreement.

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 of contract closing.

Accommodation, lodging, food, care, and travel expenses are not included in the course prices.

The offerings for SITRAIN access (digital learning offering) are indicated in the respectively valid Siemens "SITRAIN" Training Offering ([www.siemens.de/sitrain-personal](http://www.siemens.de/sitrain-personal)) for Germany. It is valid for customers with seat or residence in Germany and regularly applies for a term of one year other than the booking of individual learning units. In case the customer is in breach of the territorial restriction, Siemens has the right to lock his/her account without refund of any prepaid amounts.

Invoices are payable without deductions within 30 days of invoice receipt by bank transfer to an account indicated in the invoice.

Siemens may refuse to render the services owed under this agreement if the customer is in default of its payment obligations or does not fulfill other obligations under this agreement, or not in due time.

The customer may only set off uncontested or finally adjudicated claims or assert a right of retention based on such claims. Moreover, the customer shall be entitled to exercise the right of retention only with respect to such claims that are directly related to this agreement.

#### **4 Services of Siemens and reservation of right to make changes**

Siemens is entitled to render the services itself or have them rendered by sub-contractors.

The services of Siemens for SITRAIN personal comprise:

- (i) Course execution;
- (ii) Provision of course-accompanying documents;
- (iii) Provision of necessary tools; and
- (iv) Issuance of a participation confirmation of course attendance.

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.

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

Siemens expressly reserves the right to adapt the contents of the training 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 training courses is preserved in such cases. The customer is not entitled to have the training courses executed by a certain instructor or trainer.

Siemens will execute the respectively ordered courses for SITRAIN personal in the training centers made available by Siemens.

At the customer's request, Siemens will also execute the courses in the customer's own or rented premises. In this case, changes to the present GTC may be agreed. In this case, the customer will be responsible for providing the infrastructure, e.g. computers and presentation media, insofar as they are not provided by Siemens. Siemens will inform the customer of the required infrastructure in advance.

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.

Sample applications, exemplary data sets or simulations which are used or provided to the customer within the training courses have been created for training purposes and are not subject to the regular tests and quality testing of a payable product. It is in the customer's own responsibility to use these sample applications, exemplary data sets or simulations outside of the training environment and the customer has to test their function and to adapt them to its facility.

## **5 Special conditions for SITRAIN access**

When customer books an account on SITRAIN access, Siemens grants to customer the 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). 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.

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.

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 our relationship with subcontractors whose services are material for the provision of SITRAIN access; (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.

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.

The customer is responsible for securing and maintaining an internet connection and suitable connectivity for the use of SITRAIN access at his own expense. Siemens is not responsible for security breaches of the Platform SITRAIN access or loss of data arising from unauthorized use of the Platform. Siemens disclaims all (implied) warranties and does not assume liability for data uploaded by customer or third parties.

Data uploaded by Siemens is provided "as is" without warranties of any kind and in the then-current version made available by Siemens from time to time without support and availability commitments. Sample applications, exemplary data sets or simulations which are used or provided as part of the training materials have been created for training purposes and are not subject to the regular tests and quality testing of a payable product. It is customer's own responsibility to use these sample applications, exemplary data sets or simulations outside of the training environment and customer has to test their function and to adapt them to its facility.

After termination of the ordered subscription term for SITRAIN access, the subscription term automatically renews by another year at the then-current terms if not one of the parties terminates by written notice with a term of three (3) months prior of the end of the subscription term. With termination of the subscription term, no further access to SITRAIN access will be granted. Customer is required to save (e.g. download) any documents (e.g. manuals or certificates) provided during the term before termination.

Siemens retains the right to increase the fees for SITRAIN access due to cost increase, in particular increase of the collectively agreed wages, costs for infrastructure or fees of suppliers or a significant expansion of the offer, yearly with effect of October 1<sup>st</sup>. The increase of the fees will be announced at least three (3) months before entry into force so that the customer retains the termination right according to the preceding paragraph in this case.

## **6 Course dates and times**

6.1 The dates and times for the standard courses are indicated on the websites of Siemens ([www.siemens.de/sitrain-personal](http://www.siemens.de/sitrain-personal)).

The dates for live courses/transmissions for SITRAIN access can be found on Siemens' website (accessible via [www.siemens.de/sitrain-access](http://www.siemens.de/sitrain-access)).

6.2 The dates and times for 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 (e.g. defective training devices, etc.). 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. Any further claims or rights based on the cancellation of course are excluded.

## **8 Cancellation by the customer**

SITRAIN personal:

The customer may cancel the agreement in writing at any time prior to the agreed start of the course. If notice of cancellation is not given at least ten calendar days before the beginning of the course, the customer will be charged 80% of the agreed total price for the course.

If the cancellation is notified earlier, the cancellation will be free of cost for the customer.

If a participant does not appear for an agreed course without prior notice of cancellation, 100% of the order value will be charged.

A training course may be discontinued at any time. In this case, Siemens will charge 100% of the order value.

SITRAIN access:

The customer may cancel the agreement in writing at any time. In this case, Siemens will charge 100% of the order value.

## **9 Unutilized services**

9.1 Unutilized courses will be forfeited twelve (12) months after order confirmation, without claim to refund of the fee.

9.2 If the customer purchases courses in the form of a contingent which the customer can then access as needed, execution of the courses may be claimed only in the respective contract year and may not be transferred to subsequent contract years.

9.3 No refund of unutilized courses from prior contract years will be paid.

## **10 Copyrights**

10.1 Siemens grants to the customer the 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.

Except in the case of Section 69e Copyright Act (UrhG), the customer may not extract, reverse-engineer or translate, or copy these software products provided for training purposes, or take out program parts, not copy any online content, or use them in some other, unapproved way.

The documentation and training documents provided to the customer (referred to hereinafter as "documents") as well as online content are intended solely for the personal use of the customer. The documents may not be reproduced, reprinted, or translated by the customer, either as a whole or in

parts. The customer is also not allowed to divulge or commercially exploit the contents of the documents. Online content must not be copied.

10.2 The taping, filming, photographing, or other recording of courses and contents are only permitted with the prior consent of Siemens.

## **11 Safety regulations**

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.

## **12 Cancellation right of consumers**

12.1 If the customer places the order as a consumer within the meaning of Section 13 German Civil Code (BGB), he may cancel this contractual declaration without indication of reasons within 14 days. The cancellation period is fourteen days from the date of contract closing. To exercise this cancellation right, the customer must inform Siemens – Siemens AG, SITRAIN Training Center, Gleiwitzer Str. 555, 90475 Nuremberg, Germany, e-mail: [sitrain.de@sitrain.com](mailto:sitrain.de@sitrain.com) – of his decision to cancel this contract by means of a categorical declaration (e.g. letter sent by regular mail, fax, or e-mail).

To observe the cancellation period, it suffices for the customer to send the notice of exercise of his cancellation right before the end of the cancellation period.

### **12.2 Consequences of cancellation**

If the customer cancels this contract, Siemens will be required to refund all payments that Siemens received from the customer, including delivery costs (with the exception of the additional costs incurred by reason of the fact that the customer chose a different form of delivery than the lowest-cost standard delivery offered by Siemens) to the customer without delay, and no later than within 14 days from the date when Siemens received the notice of cancellation of this contract. For the refund, Siemens will use the same payment form that the customer employed for the original transaction, unless something different was expressly agreed with the customer; in no case will fees be charged to the customer for this refund.

If the customer requested that services begin during the cancellation period, the customer will be required to pay Siemens a reasonable amount that corresponds to the proportion of total services specified in the contract represented by the services already provided up to the time when the customer informed Siemens of his exercise of the cancellation right for this contract.

## **13 Export control provisions**

If the customer (including any of its users) transfers information, software and documentation provided by Siemens to a third party, the customer shall comply with all applicable national and international (re-) export control regulations.

In any event of such transfer the customer shall comply with the (re-) export control regulations of the Federal Republic of Germany, of the European Union and of the United States of America.

Siemens shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

The customer shall indemnify and hold harmless Siemens from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by customer or any of its users, and customer shall compensate Siemens for all losses and expenses resulting thereof, unless such noncompliance was not caused by fault of the customer or any of its users. This provision does not imply a change in burden of proof.

The customer shall not disguise its seat, current residence, or geographic position. In case the customer or any of its users are in breach of this obligation, Siemens has the right to lock the respective account without refund of any prepaid amounts.

#### **14 Additional terms and conditions**

Physical dimensions are stated in millimeters (mm). In accordance with the "Units of Measurement Act," dimensions stated in inches apply in Germany only to exports. Depictions are non-binding. Unless otherwise noted in the individual pages of this catalog, Siemens reserves the right to make changes, particularly to the stated values, measurements and weights.

Subject to change, errors excepted.