

# Siemens PLM Learning Advantage Member Agreement

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You must create and maintain an account. You must provide accurate and complete information and promptly update this information in the event of a change. If you provide any information that is inaccurate or incomplete, or Siemens PLM reasonably believes that the information is inaccurate or incomplete, your account may be suspended or terminated. Only authorized users may use your account. You are responsible for all activities that occur through your account. To protect your account from unauthorized use, keep your user identification and password secure. You will notify us immediately of any unauthorized use or breach of security, and take all steps reasonably necessary to terminate the unauthorized use or breach. You will cooperate with and assist Siemens PLM to prevent or terminate unauthorized use of the Service.

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### **Your Account Limitations**

You acknowledge that Siemens PLM may, from time to time, establish general practices and limits concerning the use of the Service, including without limitation, (a) maximum limits on the accounts accessible by you or your organization and (b) maximum limits on Learning Advantage Membership transfers allotted to your organization. Any limits will be consistent with the Service (including any upgrades) for which you or your organization have registered.

### **Indemnification**

You agree to indemnify and hold Siemens PLM and its suppliers, affiliates, partners, subsidiaries and employees (collectively, the "Indemnified Parties") harmless from any and all claims and demands, losses, liability costs and expenses (including, but not limited to, reasonable attorneys' fees), incurred by an Indemnified Party to the extent such claims arise out of or are related to your breach of this Agreement or any information submitted by you in relation to your use of the Service. These obligations will survive any termination of your use of the Service. To the fullest extent permitted by law, the foregoing indemnity will apply regardless of any fault, negligence, or breach of warranty or contract of Siemens PLM and/or its suppliers, affiliates, partners, subsidiaries and employees.

### **Modification of the Service**

Siemens PLM reserves the right, at its sole discretion, to, at any time, modify, or discontinue the Service, in whole or in part, temporarily or permanently, and with or without notice. You agree that Siemens PLM shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service beyond a pro-rata refund of any unused portion of the Service. If you do not agree to any modifications, your sole and exclusive remedy is to cancel your account.

### **Termination/Cancellation of Your Account**

You may terminate or cancel your account and access to the Service at any time by sending an email to Customer Support. You understand and agree that the cancellation of your Account is your sole right and remedy with respect to any dispute with Siemens PLM. Siemens PLM may terminate your account upon notice to you if: (i) you breach this Agreement, or (ii) Siemens PLM is unable to verify or authenticate any information that you provide that is reasonably necessary to validate the authorized use of the Service. Upon termination of your account for any reason other than breach by Siemens PLM, Siemens PLM will not refund any amounts to you.

### **Notice**

Statements, notices and other communications to you may be made by mail, email, postings within your account or other reasonable means. Siemens PLM may also provide notices of changes to the Agreement or other matters by displaying notices or links to notices generally on the Siemens PLM Web Site.