

Virtual Training Solutions Platform - Cloud Terms



Supplemental Terms for UCA

Date: November 2022

These Supplemental Terms for Virtual Training Solutions Platform – Cloud ("**Product-Specific Supplemental Terms**") set out additional terms and conditions for the subscription to the Virtual Training Solutions Platform as described in the Documentation and amend the Universal Customer Agreement ("**UCA**") between Customer and Siemens solely with regard to this Offering. These Product-Specific Supplemental Terms incorporate by reference the Digital Services Supplemental Terms ("**DS Terms**") available at <http://www.siemens.com/uca-st-digital-services-tc> and form together with the UCA and other applicable Supplemental Terms the agreement between the parties ("**Agreement**"). Virtual Training Cloud Solutions constitutes an Offering within the meaning of the UCA.

1. General

1.1. Order of Precedence

In case of inconsistencies between the Order, the UCA, the DS Terms, and these Product-Specific Supplemental Terms, the following order of precedence shall apply in subordinate order:

- (i) Order
- (ii) Product-Specific Supplemental Terms
- (iii) DS Terms
- (iv) UCA

1.2. Definitions

Capitalized terms used herein have the meaning as defined elsewhere in the Agreement. The following additional definitions apply to these Product-Specific Supplemental Terms:

- 1.2.1. "**Authorized Agent**" means an individual who requires access to the Offering in support of Customer's permitted use as consultant, agent, or in fulfilment of a contract with Customer, or who is otherwise expressly permitted according to the DS Terms to access and use the Offering.
- 1.2.2. "**Customer Content**" means Content entered by Customer or any User into Cloud Services and any output generated by Customer or any User through use of such Cloud Services based on such Content and may include Training Material, excluding any Third Party Content or

other Content owned or controlled by Siemens or its affiliates or their respective licensors and made available by Siemens or its affiliates through or within Cloud Services.

1.2.3 License and User Types. The following use and access types may be offered with respect to Cloud Services:

- (i) **“Concurrent User”** license means that access to the Cloud Services, at any given moment is limited to the maximum number of Authorized Users in the Territory as indicated in the Order.
- (ii) **“Named User”** license means that access to the Cloud Services is limited to named Authorized Users up to the maximum number of Authorized Users indicated in the Order. Unless specified otherwise in the Order, it may be used only by a single named Authorized User.
- (iii) **“Node-Locked”** license means that the use of the Cloud -Services is restricted to a single workstation specified by Customer, and may include lock to hardware device or dongle to manage this restriction. Hardware lock devices or dongles are freely transportable to another workstation within the Territory without issuing a new license file.
- (iv) **“VTS Platform License”** means that the use of the Cloud Services is limited to a single, specified server instance in a cloud hosted by Siemens. A Server License requires always the additional purchase of either Named User-, Concurrent User or Node-Locked Licenses.

1.2.4 **“Territory”** means the geographic area specified in Siemens’ quotation where Customer is licensed to use the Cloud Services. If not specified on the quotation nor elsewhere in the Agreement, the Territory shall be the country in which Customer has its principal place of business.

1.2.5 **“Training Material”** means any training material which Siemens developed for Customer based on Customer’s data against payment.

2. General

2.1 Authorized Access and Use.

Notwithstanding Section 3.1 and 3.3 of the UCA and unless otherwise defined in the Entitlements each Offering may be accessed and used only by the number of users as defined in the Entitlement being either i) Customer’s employee or ii) Authorized Agent (all “Authorized User”) in the Territory for the Subscription Term, solely for Customer’s internal training purposes in accordance with and subject to the restrictions of the respective license and use type. The Offerings including corresponding Documentation and results (e.g. trainings) generated with these Offerings (in whole or in part) may not be used to provide services or products to third parties.

Customer may re-assign the right to access and use the Offering between uniquely identified individual Authorized Users over time, but not so frequently as to enable sharing by multiple Authorized Users. Indirect use of an Offering via hardware or software used by Customer does not reduce the number of Authorized Users rights that Customer needs to acquire.

2.2 Entitlement

The license and use type including the number of Users will be specified in the Order.

2.3 Customer Content.

Siemens will not acquire any title to or ownership of Customer Content by virtue of this Agreement. Siemens and its subcontractors will use Customer Content only for the purpose of providing the Offerings, or as otherwise permitted by this Agreement or agreed by the parties. Customer is responsible for the content, management, transfer, use, accuracy, and quality of Customer Content and the means by which Customer acquires such Customer Content. The foregoing sentence shall not apply to Training Material included in Customer's Content and which were developed by Siemens for Customer against payment. For such Training Material Siemens shall be liable in accordance with the respective contract. Siemens recommends Customer confirm the geographic area in which Customer Content will be stored, which may be outside the country in which Customer is located. Customer will ensure that Customer Content can be processed and used as contemplated by this Agreement without violating any rights of others or any laws or regulations.

2.4 Data Privacy

For this Offering the Additional Data Privacy Terms Annex(es) for Virtual Training Solutions (including list of Subprocessors) at

<https://new.siemens.com/global/en/company/sustainability/compliance/dataprivacy/dataprivacy/terms/di-subprocessors.html> will apply.

2.5 Data Location Center

Customer Content at rest will be stored within the European Union.

2.6 Documentation.

The specifics of Offerings and Entitlements are described in the Documentation available at https://support.industry.siemens.com/cs/attachments/109813125/VTS_SW_Suite_Description.pdf which is incorporated herein by reference. Documentation includes information such as applicable limits or other attributes and metrics, prerequisites, or scaling factors for the pricing such as number of Authorized Users or asset attributes, and additional third-party terms which prevail for third-party software, technology, data and other materials, including open source software licensed from third parties.

2.7 Additional Terms for Software.

Further details regarding applicable Third Party Terms and options to receive OSS source code are available at the following pages:

https://support.industry.siemens.com/cs/attachments/109813122/Siemens_Third-Party_Software_disclosure_document.pdf;

https://support.industry.siemens.com/cs/attachments/109813124/Siemens_Third-Party_Software_disclosure_document_Platform.pdf;

https://support.industry.siemens.com/cs/attachments/109813123/Siemens_Third-Party_Software_disclosure_document_TrainerVR.pdf.

2.8 Specific Terms for No-Charge Offerings

In addition to Section 3.6 of the UCA Siemens may also change, limit, suspend, or terminate any No-Charge Offerings at any time. Customer acknowledges that No-Charge Offerings are not ready for production usage, and that Customer's use of any No-Charge Offering is at its sole risk and discretion.

2.9 Notices

Notwithstanding Section 13.7 of the UCA, notices to Siemens shall be sent to the respective Siemens

contact persons listed in the quotation.

3. Subscription Terms/Renewals

The Subscription Term for the Offering is 12 months. The Subscription Term renews automatically in accordance with Section 10.1 UCA.

4. IT Security, Support and Service levels

4.1 Cloud Services Availability.

Siemens will use commercially reasonable efforts to make Cloud Services available 24 hours per day, 7 days per week, except for scheduled maintenance or any unavailability caused by circumstances beyond Siemens' reasonable control. Customer will be notified of scheduled maintenance.

4.2 Service Level Exclusions ("SLA Exclusions").

Service level commitments exclude downtime resulting directly or indirectly from any SLA Exclusions. "SLA Exclusions" means unavailability or any other performance issue causing downtime of the Cloud Services as a result of:

- (i) scheduled maintenance;
- (ii) downtime for which at least 24 hours prior notice is provided to Customer;
- (iii) factors outside Siemens' reasonable control;
- (iv) actions or inactions of Customer or any third party;
- (v) any equipment, software or other technology not provided by Siemens; or
- (vi) suspension or termination of Offerings in accordance with the Agreement

4.3 Contacting Technical Support

4.3.1 Contact. Customer may contact Siemens' Technical Support organization (vts.support.industry@siemens.com, +46 (0)31-711 53 06) as primary point of contact for support in relation to the Offering. For any incident or support inquiry that needs traceability contact is to be made through the above support email.

4.3.2 Scope of Technical Support. Subject to availability Siemens offers Customer support services via a service hotline Monday to Friday, 8am to 5:00pm (CET, CEST), excluding national and local holidays in Sweden. Siemens will respond to Customer's support inquiry at Siemens' sole discretion via e-mail, hotline or remotely as described in this clause. Customer must ensure remote access to its local networks for e.g. remote diagnoses. The following types of incidents are excluded from the scope of support for Offerings, but Customer may revert such requests to the sales team(s) for resolution:

- (i) incidents regarding a release, version, and/or functionalities of a service developed or configured specifically for Customer (unless otherwise expressly set forth in an Order);
- (ii) incidents ascribed to a consulting or training request ("how-to"). These are covered by the online user documentation;
- (iii) incidents ascribed to a custom development request.

4.3.3 The Technical Support is available in English and Swedish. Upon availability our team can also support Customer in Spanish, Japanese, Chinese, German.

4.3.4 To receive support services hereunder, Customer shall reasonably cooperate with Siemens' Support to resolve support incidents and shall have adequate technical expertise and

knowledge of its Offering configuration to provide relevant information to enable Siemens' Support to reproduce, troubleshoot and resolve the experienced error such as, by way of an example, instance name, username, form name and screenshot. Such support services may require that Siemens gets access to Customer Content in which case, Customer is required to issue temporary Credentials to Siemens to permit that access.