

This Learning Services Agreement (“**LSA**”) is entered into between the Siemens entity named on the Order (“**Siemens**” or “**SISW**”) and the person accepting this Agreement, together with any entity that this person is representing (“**Customer**”, “you”, “your”, or “yours”).

This LSA amends your existing agreement with Siemens that governs the products or services in the Order (“**Base Agreement**”) or, if there is no such agreement, it incorporates and supplements the Siemens Universal Customer Agreement available at <https://www.siemens.com/sw-terms/uca/> (“**UCA**”) solely with regard to learning or training services, including without limitation any Products or Offerings which have been assigned any of the following alphanumeric codes on the Order: “LRNG” or “LAAS” (“**Learning Services**”). This LSA, together with the Base Agreement or UCA, as applicable, other applicable Supplemental Terms, and any other terms incorporated by reference, form the agreement between the parties (“**Agreement**”). In the event of a conflict between this LSA and the Base Agreement, this LSA will control. Siemens may modify this LSA from time to time by posting updates on its website or within the Platform, provided that any modifications are effective only upon Customer’s renewal of a Membership Subscription; changes cannot take effect during the then-current period of a Membership Subscription without Customer’s express agreement.

This Agreement may be accepted by manual signature or electronic signature, or through an electronic system specified by Siemens. In the electronic system, you will be prompted to accept these terms by clicking a button. Clicking the button or participating in, accessing, or using any Learning Services indicates that you have read, understood, and accepted this Agreement. If you are accepting this Agreement or using Learning Services on behalf of an entity, you represent and warrant that you have authority to do so. If you do not accept this Agreement, you must not participate in, access, or use any Learning Services.

1. **DEFINITIONS** Capitalized terms used herein have the meaning as defined elsewhere in the Agreement. The following additional definitions apply to this LSA:

- 1.1 “**AUP**” means Siemens’ Acceptable Use Policy available at <https://www.siemens.com/sw-terms/aup/> and incorporated herein by reference.
- 1.2 “**Authorized User**” means (i) Customer, if an individual, or (ii) a Customer employee, consultant, contractor, or agent, that has completed the account registration process and for whom Customer has purchased Learning Services that include access to a Platform.
- 1.3 “**Certification Exam**” means an entitlement for a single attempt to pass a Siemens certification exam designed to evaluate an Authorized User’s proficiency in the use of certain Siemens products. The Certification Exam includes access to Exam Content, Siemens platforms, third-party platforms, and data record keeping.
- 1.4 “**Exam Content**” means all content accessed as part of a Certification Exam, including certification exams, questions and answers, descriptions, test files, and the underlying software.
- 1.5 “**Instructor-Led Training**” means training sessions, including workshops or similar events, conducted by a Siemens instructor (i) online in real time using a virtual classroom, (ii) in a dedicated classroom provided by Siemens, or (iii) on-site at a Customer location.
- 1.6 “**Learning Credits**” means prepaid credit units which Customer may redeem for Learning Services, including Instructor-Led Trainings, Packaged Certifications, Certification Exams, and/or Membership Subscriptions. The quantity of Learning Credits required for a particular Learning Service is described on the Platform. Learning Credits may not be reused.
- 1.7 “**Packaged Certification**” means a combination of Learning Services determined by Siemens to achieve a certain qualification or proficiency.
- 1.8 “**Learning Materials**” means all training material, student guides, Exam Content, Siemens software, text, graphics, multimedia content, and related code (including but not limited to HTML, other mark-up languages, and all scripts) available via the Platform or provided to Customer in tangible form as part of Learning Services, including updates, modifications, documentation, and all copies thereof.
- 1.9 “**Membership Subscription**” means any specific Learning Services membership, including any add-on options, to which Customer has subscribed as indicated on an Order. Customer’s Membership Subscription details and current status are available within each Authorized User’s account.
- 1.10 “**Platform**” means (i) any Siemens online training platform specified on the Order or included in the Membership Subscription, which may include access to on-demand online training, Membership Subscriptions, performance support, online product documentation, course catalogs, and learning transcripts; (ii) Siemens-configured virtual labs used or accessed as part of Instructor-Led Trainings or on-demand training; (iii) any computer hardware environment provided by Siemens in connection with in-person Instructor-Led Training; or (iv) any platform accessed and used as part of Certification Exams.
- 1.11 “**Virtual Lab Environment**” means a cloud-hosted virtual lab environment with pre-configured Siemens software to be used solely in connection with Learning Services.

## 2. **LEARNING MATERIALS**

- 2.1 **License Grant.** Siemens grants Customer a non-transferable, non-exclusive, limited license to access and use the Learning Materials during the term of this Agreement solely in connection with Learning Services. Customer may download Learning Materials only as required to support

the authorized use of Learning Services. Each copy must include all proprietary notices contained in the Learning Materials as received from Siemens or its authorized solution partner. Learning Materials must be returned to Siemens or, if instructed by Siemens, destroyed or deleted, upon completion of Learning Services. When expressly instructed by Siemens, participants in Instructor-Led Trainings may retain hard copies of Learning Materials for their internal use as end-users.

- 2.2 **Reservation of Rights.** All Learning Materials will remain the property of Siemens, its affiliates, or its licensors. Unless expressly authorized under this Agreement, Customer may not make any recordings, translations, or copies, in whole or in part, physical or electronic, of any Learning Materials made available to Customer. Learning Materials may not be broadcast, transmitted, distributed, or otherwise transferred, directly or indirectly, to any third party. Unless explicitly approved by Siemens, modification of the Learning Materials or use of the Learning Materials for any purpose other than expressly permitted herein is a violation of copyright and other proprietary rights.
- 2.3 **EDA Learning Services.** To the extent Learning Services are related or include access to electronic design automation software (“EDA Software”), Customer’s right to use EDA Software and associated Learning Materials is subject to both the terms and conditions of this Agreement, and those set forth in the EDA Supplemental Terms available at <https://www.siemens.com/sw-terms/supplements/>.

### 3. USE OF ONLINE PLATFORMS

- 3.1 **Use Right.** Under the terms of this Agreement, Siemens grants Customer a nonexclusive, nontransferable, limited right for Authorized Users to access and use the Platform. Siemens or its licensors retain title to and ownership of the Platform. Siemens reserves all rights in the Platform and all patents, copyrights, trade secrets, and other intellectual property rights not expressly granted herein.
- 3.2 **Account Registration.** If Learning Services include access to a Platform, each Authorized User must complete the account registration process by providing accurate and complete information. It is Customer’s responsibility to ensure all such information remains current and is updated promptly in the event of a change. If any information is inaccurate or incomplete, or Siemens reasonably believes that the information is inaccurate or incomplete, Siemens may suspend or terminate the associated account.
- 3.3 **Account Access and Activities.** Customer accounts may only be accessed and used by Authorized Users. Customer is solely responsible for all activities that occur under its accounts. All user identifications and passwords must be kept confidential and secure to protect against unauthorized use. Customer will notify Siemens immediately if it becomes aware of any unauthorized use or breach of security and will take all steps necessary to suspend such unauthorized use or breach. The physical location of the data center(s) for Learning Services can be found in the product documentation.
- 3.4 **Account Administration.** If Customer orders a minimum quantity of 5 Membership Subscriptions of the same type for a term of at least one year, Customer will obtain access to user account administration tools. During any such Membership Subscription term, Customer may reassign user accounts to different individuals for a number of times limited to 10% of the quantity of licensed users per year.
- 3.5 **Availability of Platform.** Siemens will provide Customer with access to the Platform for the duration of Membership Subscriptions, except for planned downtime or any unavailability caused by circumstances beyond Siemens’ reasonable control. Siemens may throttle or terminate computing jobs initiated by Authorized Users that Siemens determines degrade the performance of the Platform.
- 3.6 **Termination of Account.** Customer may terminate an account and an Authorized User’s access to Learning Services at any time by sending an email to Siemens customer support. Customer understands and agrees that the termination of its account(s) is its sole right and remedy with respect to any dispute with Siemens. Siemens may terminate any Customer account upon notice if: (i) Customer or one of its Authorized Users breaches this Agreement, or (ii) Siemens is unable to verify or authenticate any information provided by Customer that is reasonably requested to validate the authorized use of Learning Services. Any unbilled amounts for the remaining subscribed term of the applicable account(s) will be invoiced by Siemens upon termination. Siemens will not refund any amounts to Customer. Termination of an Authorized User’s account will have no impact upon the Agreement or Customer’s Membership Subscriptions.
- 3.7 **Tools.** If Customer’s Membership Subscription includes the use of creation, editing, or collaboration tools to develop custom learning materials and trainings, each Authorized User must have a paid and active account. This includes licensed access to a third party platform specified by Siemens that provides access to an authoring tool and a website to publish, edit, and access content. Licensed access to such third party platform is required for any Authorized User to view, consume, edit, or create any assets developed on the third party platform, whether (i) within the Platform, (ii) within a third-party learning management system, or (iii) within Customer’s internal intranet, SharePoint, or other shared drives or devices.

### 4. CERTIFICATION EXAMS

- 4.1 **Exam Participation.** An Authorized User participating in a Certification Exam will sit for a timed and proctored exam which will determine if an Authorized User meets standard levels of proficiency in the use, implementation, or support of certain versions of Siemens software as set by Siemens. All exams will be taken in accordance with the general testing procedures in the Certification Exam Guide available at [https://training.plm.automation.siemens.com/support/cert\\_guide.pdf](https://training.plm.automation.siemens.com/support/cert_guide.pdf).
- 4.2 **Scheduling and Confirmation.** The schedule of all exams, including the scope and certification levels, can be found online. Registration for Certification Exams are completed online and are available on a first-come, first-served basis.
- 4.3 **Certification.**
- (i) Authorized Users who achieve a passing grade on a Certification Exam will qualify for certification and can claim a digital certificate. Such certification is valid for 12 months and may be renewed annually by participating in a new Certification Exam.

- (ii) Upon successful completion of a Certification Exam, an Authorized User may use the corresponding certification level title and associated digital certificate solely to illustrate such Authorized User's proficiency in the use, implementation, or support of certain versions of Siemens software. Copies of the digital certificate may be shared freely by such Authorized User in public forums, including social media. Authorized User is prohibited from (a) modifying the digital certificate or certification level title in any way, and (b) using Siemens logos or trademarks independent of the digital certificate.

- 4.4 **Disclosure of Certification Information.** Each Authorized User expressly authorizes Siemens and its affiliates to communicate the results of any exam taken as part of the Certification Exams to Customer, including Authorized User's name and any certification level titles for which an Authorized User has qualified.
- 4.5 **Violations.** If an Authorized User violates the terms of this Agreement, including the general testing procedures, Siemens, at its sole discretion, may deny or revoke the right of Authorized User to use any certification titles or digital badges and exclude Authorized User from further participation in Certification Exams.

## 5. INSTRUCTOR-LED TRAINING

- 5.1 **Scheduling and Confirmation.** Registrations for Instructor-Led Trainings are processed by Siemens in chronological order and are available on a first-come, first-served basis. An Instructor-Led Training will be considered scheduled 24 hours after Customer's receipt of a confirmation email from Siemens, unless Customer rejects the proposed date within such 24-hour window. Due to a limited number of participants in Instructor-Led Trainings, Siemens reserves the right to offer an alternative date.
- 5.2 **Cancellation.** Unless agreed otherwise in the Order, Instructor-Led Trainings may be rescheduled or cancelled pursuant to Siemens' cancellation policy available at <https://www.plm.automation.siemens.com/global/en/your-success/learning-services/cancellation-policy.html>.
- 5.3 **Unused Trainings.** If an Order includes a set number of Instructor-Led Trainings, all such Instructor-Led Trainings must be scheduled and attended within 12 months following the date of the Order. If the total number of Instructor-Led Trainings included on an Order are not attended by Customer within that 12-month period, the remaining Instructor-Led Trainings will be forfeited and cannot be refunded or carried forward. At the conclusion of that 12-month period, Customer will be invoiced for any unpaid and unused Instructor-Led Trainings.
- 5.4 **Safety Regulations.** For all Instructor-Led Trainings held in-person, Customer must ensure all participants observe any site rules in effect on location of the training, including but not limited to safety and accident prevention regulations. Participants may not use data storage media on training center equipment at an Instructor-Led Training without Siemens' prior consent.
- 5.5 **Service Interruption.** If, during an Instructor-Led Training and outside of planned downtime of the Platform, access to the Platform is interrupted and no alternative can be provided by Siemens, the Instructor-Led Training may be rescheduled without penalty. This will be Customer's sole remedy for unavailability of the Platform.

## 6. REQUIREMENTS & LIMITATIONS.

- 6.1 **Learning Credits.** Learning Credits are valid for a period of 12 months from the date of delivery ("Validity Period"). All Learning Credits included on an Order are non-refundable and must be redeemed within the Validity Period. Customer's administrator will be provided access to the Platform to manage consumption of the Learning Credits. Any Learning Credits not redeemed by Customer within the Validity Period will be forfeited. Customer may not cancel or reduce the number of Learning Credits ordered.
- 6.2 **Infrastructure.** Unless specifically stated otherwise with respect to in-person Instructor-Led Training, Customer must maintain sufficient equipment, access to the internet, and any other resources necessary to access or use Learning Services.
- 6.3 **Use Limitations.** Limitations regarding the access and use of Learning Services may be specified on the Order or in the documentation. Any such limitations will also apply to any upgrades purchased by Customer. Applicable limitations may include, without limitation, the maximum number of attendees per Instructor-Led Training or the maximum number of Authorized Users or accounts accessible by Customer. Customer will not (i) use Learning Services in excess of the use permitted by its Order, or in any manner that could interfere with any other party's use and enjoyment of Learning Services, (ii) frame any portion of Learning Services in another web page, (iii) use any portion of Learning Services on any other website, (iv) engage in the practices of recording, 'screen scraping', 'database scraping', or any other similar activity while using Learning Services, or (v) unless explicitly approved by Siemens, use Learning Services or any of the Learning Materials for any purpose other than training of Authorized Users.
- 6.4 **Expenses.** To the extent Learning Services are provided in-person, Customer is responsible for the organization of and all costs associated with any travel, food, or accommodations.
- 6.5 **Changes to Learning Services.** Learning Services may be changed, discontinued, or substituted by Siemens in whole or in part, without providing prior notice to Customer. Siemens will not be liable to Customer or to any third party as a result of any change, suspension, or discontinuance of Learning Services beyond a pro-rata refund for any unused portion of Learning Services. Customer's sole and exclusive remedy with respect to changes made to Learning Services will be to terminate its accounts.

- 7. **WARRANTY.** Siemens warrants that Learning Services will be performed in a professional and workmanlike manner. Except as provided in this Section 7, Siemens makes no other warranty, express, implied, or statutory, with respect to Learning Services, including any Learning Materials or other content provided under this Agreement, and all such warranties are hereby disclaimed including, but not limited to, all

**implied warranties of merchantability or fitness for a particular purpose. Siemens does not warrant or otherwise guarantee that (i) Learning Services, Learning Materials, or any other content are correct or intended to completely train Authorized Users on all aspects of Siemens products; or (ii) Learning Services will be uninterrupted, error-free, or free of harmful components. Any material obtained through the Platform or use of Learning Services is accessed and used at Customer's own risk.**

8. **INDEMNIFICATION.** Customer agrees to indemnify Siemens, its affiliates, its subcontractors, and their representatives against any third party claims, damages, fines, and cost (including attorney's fees and expenses), relating in any way to (i) participation of Authorized Users in Certification Exams or use of designated titles; or (ii) any violation of the AUP by Customer or any Authorized User. These obligations will survive any termination or expiration of this Agreement, Customer's accounts, or Customer's access to and use of Learning Services.

9. **ADDITIONAL TERMS FOR BASE AGREEMENTS OTHER THAN THE UCA.**

If your Base Agreement is not the UCA, the following terms and conditions also apply:

9.1 **Subscription and Renewals.** If indicated on the Order or otherwise agreed by the parties in writing or in an electronic system made available by Siemens, a Membership Subscription will automatically renew for successive Membership Subscription terms unless either party notifies the other party at least 60 days before the end of then-current Membership Subscription term that it has elected not to renew. Any renewed Membership Subscription will be the same length as the preceding term or 12 months, whichever is greater. The then-current UCA (or successor terms) and Learning Services Agreement available at <https://www.siemens.com/sw-terms/uca> and <https://www.siemens.com/sw-terms/learning-services> will apply for the following Membership Subscription term unless Customer is otherwise notified by Siemens. The fees during any renewed Membership Subscription term will be the same as those charged during the preceding Membership Subscription term, unless: (i) Siemens notifies Customer about different future fees at least 90 days before the end of the then-current Membership Subscription term; or (ii) fees for the renewed Membership Subscription term(s) are specified on the Order.

9.2 **Third Party Content.** Learning Services or Learning Materials may include third party content, including software and links to third party websites (collectively "Third Party Content"). All Third Party Content is the sole responsibility of the third party, and such content is provided for convenience only. Any contractual relationship regarding Third Party Content is solely between Customer and the relevant third party vendor and may be governed by separate terms made available by Siemens with or as part of Third Party Content. Siemens will have no responsibility for Third Party Content or Customer's use of such Third Party Content.

9.3 **Security and Data Privacy.** Each party will comply with applicable data privacy laws governing the protection of personal data in relation to their respective obligations under this Agreement. Where Siemens acts as Customer's processor of personal data provided by Customer, the Data Privacy Terms available at <https://www.siemens.com/dpt/sw>, including the technical and organizational measures described therein, apply to the use of the relevant Learning Services and are incorporated herein by reference.

9.4 **Notices to Customer.** Siemens may notify Customer under this Agreement by (i) posting a notification on the applicable Customer account(s) on the Platform; or (ii) sending a message to the email address then-associated with the applicable Customer account(s).