

This Learning Services Agreement (“**LSA**”) is entered into between the Siemens entity named on the Order (“**SISW**”) and the authorized user or entity that has accepted this LSA (“**Customer**”). This LSA incorporates and supplements your existing software license agreement or cloud services agreement (“**Existing Agreement**”) with SISW or, if there is no such agreement, the SISW Universal Customer Agreement found 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: “LRNG” or “LAAS” (“**Learning Services**”). This LSA, including the Existing Agreement or the UCA and any other terms incorporated herein by reference, form the agreement between the parties (“**Agreement**”). The terms “you”, “your”, “yours”, “Customer”, and “authorized user” refer the person accepting this Agreement, together with any entity you are representing. 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.

The Agreement governs your use of and access to Learning Services, including but not limited to Instructor-Led Trainings, the Platform, Learning Materials, and Certification Exams as defined below.

Accepting this LSA or participating in, accessing, and/or using any of Learning Services indicates that you have read, understand, and agree to this Agreement. If you do not accept this Agreement, you must not participate in, access, or use any of Learning Services.

1. DEFINITIONS

- 1.1 “**Authorized User(s)**” means individuals who are employees, consultants, contractors, or agents of Customer and require access to the Platform for Customer’s internal training purposes, and who have completed the account registration process.
- 1.2 “**Certification Exam**” means an entitlement for a single attempt to pass an SISW certification exam which evaluates an Authorized User’s proficiency in the use of certain SISW products. The Certification Exam includes access to Exam Content, SISW platforms, third-party platforms, and data record keeping.
- 1.3 “**Exam Content**” means all content accessed as part of Certification Exams, including certification exams, practice exams, questions and answers, descriptions, test files, and the underlying software.
- 1.4 “**Instructor-Led Training**” means training sessions, including workshops or similar events, conducted by an SISW instructor (i) online in real time using a virtual classroom, (ii) in a dedicated classroom provided by SISW, or (iii) on-site at a Customer location.
- 1.5 “**Learning Credits**” means prepaid credit units which Customer may redeem for Learning Services, including Instructor-Led Trainings, On-Demand Training, Learning Journeys, 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.
- 1.6 “**Learning Journey**” means a combination of Learning Services determined by SISW to achieve a certain qualification or proficiency.
- 1.7 “**Learning Materials**” means all training material, student guides, Exam Content, SISW 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.
- 1.8 “**Membership Subscription**” means the specific Learning Services membership(s), 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.
- 1.9 “**On-Demand Training**” means on-demand training available on the Platform, including access to a library of self-paced videos, assessment tools, and virtual lab exercises.
- 1.10 “**Platform**” means (i) SISW’s online training platform(s) which may include access to On-Demand Training, Membership Subscriptions, performance support, online product documentation, course catalogs, and learning transcripts; (ii) SISW-configured virtual labs used or accessed as part of Instructor-Led Trainings; (iii) in the case of in-person Instructor-Led Training, any computer hardware environment provided by SISW; or (iv) any platform accessed and used as part of Certification Exams.
- 1.11 “**Virtual Lab Environment**” means a cloud-hosted virtual lab environment in which SISW has pre-configured SISW software to be used solely in connection with Learning Services.

2. **RIGHTS AND RESPONSIBILITIES.** In addition to those rights and responsibilities set forth in the UCA or Existing Agreement, the following additional terms apply to access and use of Learning Services:

- 2.1 **Restrictions.** Customer agrees it will not use Learning Services (i) in excess of the use permitted by its Order, (ii) for any purpose that is unlawful, (iii) in breach of this Agreement, or (iv) in any manner that could damage, disable, overburden, or impair Learning Services, or interfere with any other party's use and enjoyment of Learning Services. Customer further agrees that it will not (1) frame any portion of Learning Services in another web page, (2) use any portion of Learning Services on any other website, (3) engage in the practices of recording, “screen scraping”, “database scraping”, or any other similar activity while using Learning Services; or (4) unless explicitly approved by SISW, use Learning Services or any of the Learning Materials for any purpose other than training of Authorized Users.
- 2.2 **Requirements.** Customer shall be responsible for maintaining sufficient equipment, internet access, connectivity, and any other resources necessary for accessing or using Learning Services. Unless specifically stated otherwise with respect to in-person Instructor-Led Training, SISW will not provide Customer with any such equipment or internet access.
- 2.3 **Use Limitations.** Customer acknowledges that SISW may, from time to time, establish general practices and limits concerning the access and use of Learning Services including, without limitation, maximum limits on (i) the number of attendees per Instructor-Led Training, and (ii) the number of Authorized Users or accounts accessible by Customer. Any such limits will be specified on the Order or documentation and shall also apply to any upgrades purchased by Customer.

3. USE OF THE PLATFORM(S)

- 3.1 **License Grant.** Under the terms of this Agreement and SISW's Acceptable Use Policy available at <https://www.siemens.com/sw-terms/aup>, SISW grants Customer a nonexclusive, nontransferable, limited right for Authorized Users to access and use the Platform specified on the Order or included in the Membership Subscription specified on the Order. SISW or its licensors retain title to and ownership of the Platform. SISW 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 will be required to complete the account registration process by providing accurate and complete information. It is Customer's responsibility to ensure all such information for Authorized Users remains current and is updated promptly in the event of a change. If any information is inaccurate or incomplete, or SISW reasonably believes that the information is inaccurate or incomplete, SISW 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 entirely responsible for all activities that occur under its accounts, whether or not the activities are authorized by Customer. All user identifications and passwords should be kept confidential and secure to protect against unauthorized use. Customer agrees to notify SISW immediately should it become aware of any unauthorized use or breach of security and shall take all steps reasonably 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 **Availability.** SISW will use commercially reasonable efforts to provide the Platform to Customer for the duration of Learning Services, except for planned downtime or any unavailability caused by circumstances beyond SISW's reasonable control. SISW may throttle or terminate computing jobs initiated by Authorized Users that SISW determines degrade the performance of the Platform.
- 3.5 **Subscription and Renewals.** Where indicated on the Order or later agreed by the parties, a Membership Subscription shall automatically renew for successive Subscription terms unless either party notifies the other party at least 60 days prior to the then-current expiration date 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.sw.siemens.com/en-US/sw-terms/learning-services/> shall apply for the following Subscription term unless Customer is otherwise notified by SISW at least 90 days prior to the expiration date. The fees during any renewed s\Subscription term will be the same as those charged during the preceding Subscription term, unless: (i) SISW notifies Customer about the future fees at least 90 days prior to the end of the then-current Subscription term; or (ii) fees for the renewed Subscription term(s) are specified on the Order.
- 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 SISW 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 SISW. SISW may terminate any Customer account upon notice if: (i) Customer or one of its Authorized Users breaches this Agreement, or (ii) SISW is unable to verify or authenticate any information provided by Customer that is reasonably necessary to validate the authorized use of Learning Services. Termination of a Customer account for any reason other than breach by SISW will not relieve Customer of its obligation to pay the total fees set forth in the Order for Learning Services related to its account(s), which will become due and payable immediately upon termination, and SISW will not refund any amounts to Customer. Any unbilled amounts for the remaining subscribed term of the applicable account(s) shall be invoiced by SISW upon termination. Termination of an Authorized User's account shall 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, which includes licensed access to a third party platform specified by SISW 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. INSTRUCTOR-LED TRAINING

- 4.1 **Scheduling and Confirmation.** A schedule, including course descriptions and location details (physical location or online), of all Instructor-Led Trainings can be found online at https://www.siemens.com/learning_events or <https://eda.learn.sw.siemens.com/training/>. Registrations for Instructor-Led Trainings are processed by SISW 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 SISW, unless Customer rejects the proposed date within such 24-hour window. Due to a limited number of participants in Instructor-Led Trainings, SISW reserves the right to offer an alternative date.
- 4.2 **Unused Trainings.** If Customer's Order includes a set number of Instructor-Led Trainings to be attended as needed, the total number of 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, Customer may not cancel or reduce the number of Instructor-Led Trainings ordered. The remaining Instructor-Led Trainings shall be forfeited and cannot be carried forward. At the conclusion of that 12-month period, Customer shall be invoiced for any unused Instructor-Led Trainings. In the event Customer paid for the Instructor-Led Trainings in advance, Customer will not be entitled to refunds for Instructor-Led Trainings not used during such 12-month period.
- 4.3 **Safety Regulations.** For all Instructor-Led Trainings held on-site at an SISW location or other site, Customer must ensure all participants observe the safety and accident prevention regulations and any site rules in effect on premises. Data storage media brought on-site by participants to an Instructor-Led Training shall not be used on training center equipment without prior consent by SISW.
- 4.4 **Cancellation.** Instructor-Led Trainings may be rescheduled or cancelled pursuant to SISW's cancellation policy found at <https://www.plm.automation.siemens.com/global/en/your-success/learning-services/cancellation-policy.html>.
- 4.5 **Availability of Platform.** If, during an Instructor-Led Training and outside of planned downtime of the Platform, access to the Platform is interrupted due to an action or inaction of SISW and no alternative can be provided by SISW, the Instructor-Led Training may be rescheduled without penalty. This shall be Customer's sole remedy for unavailability of the Platform.

5. LEARNING CREDITS

- 5.1 **Learning Credits.** Learning Credits are valid for a period of twelve (12) months from the date of delivery ("Validity Period"). All Learning Credits included on an Order must be redeemed within the Validity Period. It is solely Customer's responsibility to ensure proper management of the

consumption of all Learning Credits during the Validity Period. Customer's administrator will be provided access to the Platform in order to manage consumption of the Learning Credits. Any Learning Credits not redeemed by Customer within the Validity Period will be forfeited. Customer will not be entitled to a refund for Learning Credits not redeemed during the Validity Period. Customer may not cancel or reduce the number of Learning Credits ordered.

6. CERTIFICATION EXAMS

- 6.1 **Exam Participation.** Authorized Users participating in Certification Exams will sit for timed and proctored exams which will determine if an Authorized User meets standard levels of proficiency in the use, implementation, or support of certain versions of SISW software as set by SISW. 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.
- 6.2 **Scheduling and Confirmation.** The schedule of all exams, including the scope and certification levels, can be found online. Registration for Certification Exams can be completed online. Registrations for Certification Exams are processed by SISW in chronological order and are available on a first-come, first-served basis.
- 6.3 **Certification.**
- (a) Authorized Users who achieve a passing grade on exams administered 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.
 - (b) Upon successful completion of a Certification Exam, an Authorized User may use the corresponding certification level title and associated digital certificate for the sole purpose of illustrating such Authorized User's proficiency in the use, implementation, or support of certain versions of SISW 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 (i) modifying the digital certificate or certification level title in any way, and (ii) using SISW logos or trademarks independent of the digital certificate.
- 6.4 **Disclosure of Certification Information.** Each Authorized User expressly authorizes SISW and its affiliates to communicate the results of any exam taken as part of the Certification Exams, including Authorized User's name and any certification level titles for which an Authorized User has qualified to Customer. Upon receipt of a separate written consent, SISW may include Authorized User on a published list of individuals holding a certification.
- 6.5 **Violations.** If an Authorized User violates the terms of this Agreement, including the general testing procedures, SISW, 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.

7. LEARNING MATERIALS

- 7.1 **License Grant.** SISW 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 not make any recordings, translations, or copies, in whole or in part, physical or electronic, of any Learning Materials used or made available to Customer.
- 7.2 **Tangible Learning Materials.** Learning Materials provided in tangible form are limited to the copies received by each participant. For the avoidance of doubt, Learning Materials are made available for the duration of Learning Services and must be returned to SISW or, if instructed by SISW, destroyed or deleted, upon completion of Learning Services. However, when expressly instructed by SISW, participants in Instructor-Led Trainings may retain Learning Materials for their internal use as end-users.
- 7.3 **Digital Learning Materials.** If any downloadable Learning Materials are provided as part of Learning Services, Customer may download and copy such Learning Materials only as reasonably necessary to support the authorized use. Each copy must include all notices and legends embedded in such Learning Materials as received from SISW or its authorized solution partner.
- 7.4 **Intellectual Property.** All Learning Materials, including any updates, modifications, revisions, copies, and documentation, will remain the property of SISW, its affiliates, and/or third parties that have licensed their material to SISW. Customer will maintain a record of the number and primary location of all copies and will make those records available to SISW upon request. Learning Materials may not be republished, uploaded, posted, broadcast, transmitted, distributed, or otherwise transferred, directly or indirectly, to any third party. Unless explicitly approved by SISW, 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. Without limiting the foregoing, the use of Learning Materials on any other website or computer environment is prohibited.
8. **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/>.
9. **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.
10. **No Warranty; No Indemnity.** LEARNING SERVICES, INCLUDING ANY LEARNING MATERIALS OR OTHER CONTENT, ARE PROVIDED AS IS. NOTWITHSTANDING ANYTHING IN THE AGREEMENT, NEITHER SISW, ITS SUPPLIERS, NOR ITS LICENSORS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO LEARNING SERVICES, INCLUDING ANY LEARNING MATERIALS OR OTHER CONTENT, PROVIDED UNDER THIS AGREEMENT. SISW, ITS SUPPLIERS, AND ITS LICENSORS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. SISW, ITS SUPPLIERS, AND ITS LICENSORS MAKE NO WARRANTY THAT (i) LEARNING SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, (ii) LEARNING SERVICES, LEARNING MATERIALS, OR ANY OTHER CONTENT ARE ACCURATE, COMPLETE, RELIABLE, OR CORRECT; OR (iii) LEARNING SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. ANY MATERIAL DOWNLOADED, RECEIVED IN TANGIBLE FORM, OR OTHERWISE OBTAINED THROUGH THE PLATFORM OR USE OF LEARNING SERVICES IS ACCESSED AND USED AT CUSTOMER'S OWN RISK. SISW OFFERS NO INTELLECTUAL PROPERTY INDEMNIFICATION WITH RESPECT TO LEARNING SERVICES, LEARNING MATERIALS, OR OTHER CONTENT PROVIDED UNDER THIS AGREEMENT; ANY INDEMNITY FOR

INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS CONTAINED IN THE UCA OR THE EXISTING AGREEMENT IS HEREBY DISCLAIMED AND SHALL NOT APPLY TO LEARNING SERVICES.

11. **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 and any links are provided for convenience only. SISW does not examine, evaluate, or monitor Third Party Content, and does not control, endorse, or support Third Party Content, or any opinion expressed therein. SISW makes no representation or warranty of any kind as to the accuracy, reliability, or completeness of any Third Party Content. Third Party Content will be identified as provided by a third party and the applicable third party terms of use or license agreement will apply. Customer agrees that SISW is not responsible or liable for Third Party Content, or for the results obtained from use of Third Party Content. Customer's access to, use of, or reliance on any Third Party Content is entirely at its own risk.
12. **Indemnification.** Customer agrees to indemnify and hold SISW 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 (i) Customer's access to or use of Learning Services, Platform, or Learning Materials; (ii) Customer's participation in Certification Exams or use of designated titles; (iii) any information submitted by Customer in connection with use of Learning Services; (iv) Customer's breach of this Agreement; (v) violation of any third party's rights, including but not limited to any intellectual property, publicity, confidentiality, or privacy rights; or (vi) use of content in or for hazardous applications. These obligations will survive any termination or expiration of this Agreement, Customer's account(s), or Customer's access to and use of Learning Services. To the fullest extent permitted by law, the foregoing indemnity will apply regardless of any fault, negligence, or breach of warranty or contract of an Indemnified Party.
13. **Modification of Learning Services.** SISW may, at its sole discretion, modify or discontinue Learning Services, in whole or in part, without providing prior notice to Customer. Customer agrees that SISW shall not be liable to Customer or to any third party as result of any modification, suspension, or discontinuance of Learning Services beyond a pro-rata refund of any unused portion of Learning Services. Customer's sole and exclusive remedy with respect to modifications made to Learning Services shall be to terminate its account(s).
14. **Modification of this Agreement.** SISW may modify this Agreement from time to time by posting updates on its website or within the Platform. 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.
15. **Notices to Customer.** SISW may provide statements, notices, and other communications under this Agreement by (i) posting a notice within Customer's account on the Platform; or (ii) sending a message to the email address then-associated with the applicable Customer account(s). Notices regarding modifications to the Agreement or related matters may be posted within the Platform or on SISW's website.
16. **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 SISW 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.