

Training Supplemental Terms

These Training Supplemental Terms (“Training Terms”) apply in addition to the Base Terms between the Siemens entity named on the Order and the Customer that accepted the Order.

They apply only to

- in-person, classroom and onsite training sessions;
- live-online training sessions via remote access; and
- workshop trainings

as described in the Order (“Training”).

Capitalized terms are defined [at the end of the document](#) or in the Base Terms.

Commercial terms

1. Performance of the Training

1.1. Training Offerings

Siemens' sole obligation is to conduct the Training as detailed in the Training description set out (or referred to) in the Order. Siemens does not guarantee a specific result or outcome and will not provide any accommodation, transport, or subsistence for Participants.

1.2. Changes

Siemens has the right to make necessary changes to the contents, methodology, and organization before or during the Training, if these do not substantially change the characteristics of the Training.

1.3. Trainers

Customer may not require that a specific trainer conduct the Training. Siemens may replace trainers with other qualified trainers as needed for the Training.

1.4. Participant requirements

1.4.1. **Customer responsibility.** Customer warrants that all Participants meet the requirements (if any) before the Training starts.

1.4.2. **Verification.** Siemens may request proof of requirements. Participants who do not meet requirements may be denied access to the Training.

1.5. Nomination of substitute Participant

Customer may nominate a substitute for a Participant before the Training starts.

1.6. Personal and Non-Transferable Training Rights

1.6.1. **Personal access restrictions.** Unless expressly approved by Siemens in writing, access to the Training

- a. is personal to the Participant; and
- b. may not be shared or split between multiple individuals.

- 1.6.2. **Consequences.** Any attempt to transfer or share access to the Training without prior written approval from Siemens may result in a denial of access to the Training.
- 1.6.3. **Compliance monitoring.** Siemens reserves the right to monitor Training access and participation to ensure compliance with these terms. For online Trainings, Participants may be required to verify their identity during the Training.

1.7. Data privacy

Siemens processes personal data in relation to a Training as explained in the data privacy notice under <https://www.siemens.com/en-us/privacy-notice/>.

1.8. Number of Participants

A Training may require a minimum number of Participants.

2. Contingent Trainings

2.1. Authorization period

The authorization period to call off purchased Contingent Trainings is set out in the Order or, if not specified, is 12 months from the effective date of an Order.

2.2. Booking process

Customer must provide reasonable advance notice (minimum 14 days unless otherwise agreed) when calling off Contingent Trainings.

2.3. Expiration

Rights to Contingent Trainings are non-cancelable and if unused, expire after the authorization period. Siemens will not refund any prepayment for expired rights.

2.4. Subject to availability

Contingent Trainings are subject to availability of trainer and location. Siemens will make reasonable efforts to accommodate Customer's preferred dates.

3. Location and date

3.1. Siemens' premises

Trainings will be conducted at Siemens premises set out in the Order. Customer will and will ensure that Participants comply with all applicable Siemens site rules, security protocols, and access requirements. Failure to comply may result in a denial of access to the Training.

3.2. Customer's premises

For Trainings at Customer's premises set out in the Order, Customer

- a. will provide all necessary infrastructure (computers, presentation media, training rooms, etc.) unless supplied by Siemens. Siemens will specify technical requirements in advance.
- b. is responsible for:
 - implementing adequate security measures to protect its data and programs if its systems are used during the Training;
 - ensuring the training premises comply with applicable health, safety, and fire protection regulations;
 - conducting safety briefings for Siemens personnel upon arrival; and
 - maintaining appropriate insurance coverage for the premises.

3.3. Remote access

For online Trainings via remote access:

- a. Siemens will provide access credentials and instructions for joining the Training.
- b. Customer is responsible for

- testing connectivity in advance of the Training;
- ensuring that Participants have access to appropriate technical equipment (computer, internet connection, headset) and meet minimum technical requirements as specified by Siemens. Technical difficulties on Customer's or Participant's side that prevent participation do not entitle Customer to refunds unless agreed otherwise;
- the security of Customer's systems including software and will take commercially reasonable steps to exclude malware, viruses, spyware, and trojans; and
- maintaining confidentiality of access credentials.

3.4. Date

The Training date is set out in the Order or will be agreed by the parties.

Cancellation

4. Cancellation

4.1. Postponement or cancellation by Siemens

Siemens may postpone or cancel a Training with reasonable advance notice, if:

- the trainer is unavailable due to illness or other circumstances;
- the required minimum number of Participants is not met or
- technical or facility issues affect the conduct of the Training.

4.2. Cancellation by Customer

4.2.1. **Standard Training.** Customer may cancel the Training at any time before the start or during performance of the Training. This does not affect Customer's cancellation rights under applicable law.

4.2.2. **Customized Training.** Customer may not cancel a Training customized by Siemens specifically in response to an individual Customer request. However, the parties may agree on a new Training date.

4.3. Refunds

4.3.1. Refunds if Customer cancels.

- Siemens provides full refund for cancellations made 10 or more days before the scheduled start of the Training.
- For other Customer cancellations, Siemens charges:
 - 80% of the Training price (net) for cancellations made fewer than 10 days before the scheduled start;
 - 100% of the Training price (net) when Customer fails to attend without prior cancellation or cancels an already started Training.

Customer is entitled to prove that the proportion of expenses saved by Siemens is higher.

4.3.2. Refunds if Siemens cancels or postpones.

- If Siemens cancels a Training without offering a replacement, Customer will receive full refund.
- If Siemens postpones a Training, the postponement is deemed accepted unless Customer cancels the Training within 3 days of receiving the notice; in case of cancellation, Customer will receive a full refund.

Warranties

5. Trainings warranty

Trainings will be conducted in a professional and workmanlike manner. Siemens makes only the limited warranties stated in the Agreement and disclaims all others, including the implied warranties of reasonable skill and care or fitness for a particular purpose.

Siemens does not warrant or guarantee that:

- a. Participants will achieve specific competency levels or pass any certification examinations;
- b. Training content will address every possible application or use case of Siemens products;
- c. Training will be completely uninterrupted due to technical issues beyond Siemens' reasonable control.

Rights of Use

6. Reservation of rights

Siemens and its licensors remain owner of their Intellectual Property in all Training Materials.

7. License to use Training Materials

7.1. Siemens license to Customer

Siemens grants Customer a non-exclusive license to use Training Materials, subject to the restrictions in Section 7.2. If, as part of the Training, Participants are provided with software or are given access to a virtual training environment, the right of use is limited to the use of the software for the purposes and duration of the Training.

7.2. Restrictions

Customer will not, and will ensure that Participants and any other persons do not:

- a. use Training Materials for:
 - purposes other than training;
 - unlawful purposes;
 - developing or enhancing products or services that compete with the relevant Training;
- b. harm Training delivery by:
 - damaging, deactivating, overloading, or negatively impacting any Training or virtual training environment;
 - interfering with other Participants' use;
 - subjecting Training Materials to open- source software license;
- c. distribute Training Materials by:
 - reselling, transferring, sublicensing, publishing, loaning, or leasing Training Materials or portions thereof;
 - using Training Materials to benefit third parties without Siemens' prior written consent;
- d. modify Training Materials by:
 - changing, manipulating, repairing, or creating derivative works;
 - reverse engineering, disassembling, or decompiling;
 - removing proprietary information or notices;
- e. copy or record Training by:
 - copying Training Materials;

- recording, filming, photographing, or screen scraping Training content.

The restrictions set out in this Section 7.2 do not apply to the extent they conflict with mandatory law.

8. Materials created by Participants

- a. Participants retain all Intellectual Property rights in materials including software they create during the Training.
- b. Participants grant Siemens a non-exclusive, worldwide, royalty-free license to use, modify, and incorporate such Participant-created materials solely for:
 - conducting and improving Siemens training programs;
 - providing technical support related to the Training.
- c. Customer warrants that Participants have the authority to grant such rights and will obtain necessary consents.

Definitions

Contingent Trainings	A pre-purchased quantity of Trainings that Customer can schedule flexibly at dates requested by Customer, subject to Siemens' confirmation. The maximum quantity of Trainings is indicated in the Order.
Participant	An individual attending the Training, either as Customer or as an individual authorized by Customer.
Training Materials	All materials and content, regardless of form, e.g., texts, diagrams, multimedia content, software, and virtual training environments, provided or conveyed to Participant during a Training.