

## SISW Learning Services Agreement

This agreement is entered into between Siemens Industry Software Inc., or one of its affiliated companies in case such affiliate is identified as the contracting party on your Order, (“**SISW**”) and you and provides you the right to access the online training platform(s) or, for in-person training, the computer hardware environment, provided by SISW (the “**Platform**”), the software provided therein, and web-based or in-person services (collectively, the “**Service**”) as specified by the Products identified on your Order as “**LAAS**” or “**training**”. You agree to the terms and conditions found at <https://www.plm.automation.siemens.com/en/products/eula/sisw.shtml> (“**EULA**”) as supplemented by the terms and conditions of this SISW Learning Services Agreement (the EULA together with these supplemental terms are collectively the “**Agreement**”). By using the Platform, you acknowledge that you have read, understood and agree to these terms and conditions, including those that are incorporated herein by reference. If you do not agree to these terms and conditions, immediately cease accessing the Platform and contact SISW or your SISW solution partner for a refund of the Service fees. The terms “**you**,” “**your**,” “**yours**,” “**Customer**” and “**authorized user**” refer to you, together with any company or other business entity you are representing. If you are accepting this Agreement or using the Service on behalf of an entity, you represent and warrant that you are authorized to do so.

### **Account Registration**

If the Service is web-based, 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 SISW 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 SISW 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 SISW to prevent or terminate unauthorized use of the Service.

### **No Warranty; No Indemnity**

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR THE EULA TERMS INCORPORATED HEREIN, THE SERVICE IS PROVIDED AS-IS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. SISW AND ITS SUPPLIERS MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, OR (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE PLATFORM OR USE OF THE SERVICE IS ACCESSED AND USED AT YOUR OWN RISK. IN ADDITION, ANY INDEMNITY FOR INFRINGEMENT CLAIMS IN THE EULA IS HEREBY DISCLAIMED AND SHALL NOT APPLY TO THE SERVICE.

### **Intellectual Property and Use of the Platform**

All training material, 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 you in tangible form for in-person training (collectively “**Material**”) is the property of SISW and/or its affiliates. Such Material is protected by copyrights owned or controlled by SISW or by third parties that have licensed their material to SISW. You may download and copy Material only as reasonably necessary to support the authorized use. Each copy must include all notices and legends embedded in such Material as received from SISW or its solution partner. All copies will remain the property of SISW and/or its affiliates. You will maintain a record of the number and primary location of all copies and will make those records available to SISW upon request.

Material may not be republished, uploaded, posted, broadcast, transmitted, distributed, or otherwise transferred, directly or indirectly, to any third party. Modification of the Materials or use of the Materials for any other purpose is a violation of copyright and other proprietary rights. Without limiting the foregoing, the use of Material on any other website or computer environment is prohibited.

### **Third Party Content**

The Service or Material 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 your 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. You agree that SISW is not responsible or liable for Third Party Content, or for the results obtained from your use of Third Party Content. Your access to, use of, or reliance on any Third Party Content is entirely at your own risk.

### **Limited Right to Use the Service**

The license grant and restrictions in the EULA for Software and Products apply to the Service. In addition to the other restrictions contained in the EULA, your right to use the Service is limited to use solely in connection with training in accordance with the usage limitations specified by your order. Unless explicitly stated otherwise, any new features or products that change, augment or enhance the current Service shall be subject to this Agreement.

You will not use the Service in excess of the use permitted by your order, for any purpose that is unlawful, or in breach of this Agreement. You will not frame any portion of the Service in another web page, use any portion of the Service on any other website, engage in the practices of "screen scraping", "database scraping", or any other similar activity in relation to the Service. You will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. Except with the prior written permission of SISW, you will not access or attempt to access password protected, secure or non-public areas of the Service. SISW does not provide you with equipment or internet to access the Service.

If your subscription includes the use of Learning Advantage Utilities, each user must have a paid and active Learning Advantage membership, which includes licensed access to the uPerform Content Editor. Membership status is indicated in your Learning Advantage account. Membership is required for any user to view, consume, edit, or create any assets developed with Content Editor, whether (a) within Learning Advantage, (b) within a third-party learning management system, or (c) within your internal intranet, Sharepoint, or other shared drives or devices.

To the extent the Service includes access to electronic design automation software ("**EDA Software**"), your right to use the EDA Software is subject not only to the terms and conditions this Agreement and the EULA incorporated herein by reference, but also those set forth in the EDA Software Supplemental Terms found at <https://www.plm.automation.siemens.com/global/en/legal/online-terms/>.

#### **Your Account Limitations**

You acknowledge that SISW 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 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 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 SISW and/or its suppliers, affiliates, partners, subsidiaries and employees.

#### **Modification of the Service**

SISW 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 SISW 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 of Your Account**

If the Service is web-based, you may terminate your account and access to the Service at any time by sending an email to Customer Support. You understand and agree that the termination of your account is your sole right and remedy with respect to any dispute with SISW. SISW may terminate your account upon notice to you if: (i) you breach this Agreement, or (ii) SISW is unable to verify or authenticate any information that you provide that is reasonably necessary to validate the authorized use of the Service. Termination of your account for any reason other than breach by SISW, will not relieve you of any outstanding or remaining payments for your account, which will become immediately due and payable, and SISW 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. SISW may also provide notices of changes to the Agreement or other matters by displaying notices or links to notices generally on the SISW website.