

Education Terms

(Version: 06.05.2024)

These Education Terms govern the provision of educational services in addition to (i) the Commercial Form and (ii) the General Terms. These Education Terms shall be read as complementary to the General Terms and prevail in case of conflict.

0. Definitions

In addition to the definitions in the General Terms the following definitions apply:

- 0.1. "Education Plan" means different elements of the Siemens Healthineers education and training portfolio bundled in a comprehensive package.
- 0.2. "Learning Platform" means the on demand online platforms for self-training PePConnect of Siemens Healthineers and/or VarianThink of Varian.
- 0.3. "Service Agreement" means the part of the Agreement relating to the educational services.
- 0.4. "Trainee" means any person registered by Customer and accepted by Siemens Healthineers for a training.
- 0.5. "Training Description" means the detailed description of scope and preconditions including prerequisites and safety and equipment usage guidelines as well as cancellation policies for every training. The then current Training Descriptions can be found on Siemens Healthineers' website and Learning Platform or will be provided by Siemens Healthineers upon Customer's request.

1. Training Provision and Expenses

- 1.1. Unless otherwise detailed in the Training Description or set forth in the Commercial Form, accommodation expenses including expenses for overnight accommodations, subsistence costs, hospitality costs and travel expenses are not included in the course prices and have to be borne by Customer.
- 1.2. Trainings and education programs can be provided at Customer's site, in a classroom setting at a Siemens Healthineers Training Center, remotely using Siemens Healthineers' remote services infrastructure or online on a Learning Platform as set forth in the Commercial Form.
- 1.3. If trainings will be provided via a Learning Platform or a remote services infrastructure such trainings may be subject to additional terms and conditions available on the relevant home page including pep.siemens-info.com and [VarianThink](#) in the then current form or which Siemens Healthineers will provide to Customer upon request.

2. Customer's Duties of Cooperation

- 2.1. To the extent required or deemed advisable for the performance of the educational services, Customer shall perform the following obligations in time and free of charge:
 - 2.1.1. Provide fully functioning modalities, equipment and consumables at Customer's site for onsite trainings
 - 2.1.2. Provide projector, whiteboard, facilities and broadband internet access for the Siemens Healthineers instructors at Customer's site
 - 2.1.3. Provide one or several qualified representative(s) as a contact partner for Siemens Healthineers
- 2.2. Customer shall only send its employees to a training if the chosen employees fulfil the preconditions and agree to the relevant Training Description.
- 2.3. Customer shall ensure that its premise is safe and that all hazardous conditions on site are avoided.

3. Changes to Content and Scheduling of Training

- 3.1. Siemens Healthineers reserves the right to modify training content, switch locations, reschedule training dates or change the instructors for generally offered courses. In particular Siemens Healthineers may refine or update course content without prior notice.
- 3.2. Siemens Healthineers reserves the right to cancel or change scheduled trainings if the scheduled instructor or venue becomes unavailable or the number of Trainees is too low. In each case, Siemens Healthineers will notify Customer of any such cancellation or necessary changes to the program as soon as reasonably possible. If Siemens Healthineers has to cancel a training, it will reimburse any invoices already paid without delay. Any further rights of Customer shall be specifically excluded.

4. Forfeiture of Bookings

- 4.1. Siemens Healthineers will not provide any refund for purchased training courses that are not used within the agreed period. If there is no period agreed training courses must be used within 18 months after order confirmation or if related to a hardware or software 18 months after installation of the relevant hardware or software.
- 4.2. In case Customer has purchased training courses as part of an Education Plan Customer can only claim the training courses to be performed in the respective contract year and purchased training courses cannot be transferred to the following contract years.
- 4.3. Once a training course has been scheduled if Customer cancels such training course within 2 weeks of the scheduled date of the training course Customer is neither entitled to any refund nor to any re-scheduling.
- 4.4. Any Advantage Credits must be used in accordance with the terms of the Special Terms for Varian Advantage Credit Program.

5. Information of Trainees/Compliance with Instructions

- 5.1. Customer shall advise the Trainees and ensure that the Trainees follow the instructions of the relevant instructor in order not to disturb the scheduled execution of the training and to provide for a most efficient and safe training for all Trainees.
- 5.2. In particular Customer will ensure that Trainees comply with the safety and accident prevention regulations applicable at the training location. Customer will advise the Trainees and ensure that any data media brought by Trainees with them to training sessions must not be connected to the training equipment provided by the training center.
- 5.3. If Customer or any Trainee sent by Customer is in breach of this Service Agreement or any regulations applicable on the premises, where a training is provided Siemens Healthineers shall be entitled to dismiss the Trainee from the training. Such dismissal is subject to the precondition that the instructor requested the relevant Trainee to cease the breaching behavior and the relevant Trainee did not comply with such request or regulations applicable on the premises allow for instant dismissal. Siemens Healthineers shall not be obliged to refund any fees to Customer and shall be entitled to claim damages or reimbursement of expenses caused due to the breach of this Service Agreement from Customer.

6. Certificate

- 6.1. In order to get a certificate of participation from Siemens Healthineers every Trainee must attend in person all mandatory modules of a training or education program. If a Trainee cannot participate in a mandatory module for reasons outside of his/her and Customer's reasonable control, Customer or the Trainee shall inform Siemens Healthineers without undue delay after having knowledge of such reason. Siemens Healthineers, Customer and Trainee will in such case jointly discuss possible options, e.g. providing an adapted certificate nevertheless or offering a re-sit date.
- 6.2. If mentioned in the Training Description, the successful completion of an assessment at the end of the training is also required as precondition to receive a certificate.

7. Restrictions on Use, Copyright

- 7.1. The training documents issued and trainings made available remotely are protected by copyright. Customer shall ensure that they will not – even in the form of excerpts – be reverse engineered, duplicated (except for the user's backup purposes), reprinted, translated or electronically processed.
- 7.2. Customer will advise the Trainees that the taping, filming, photographing, or other recording of courses, contents, training material and/or products used for the provision of trainings is only permitted with the prior consent of the relevant instructor.

8. Limited Liability for Third-Party Trainings and Customer Input

- 8.1. Third-party trainings are provided by Siemens Healthineers "as-is". Siemens Healthineers shall endeavor to elect reasonably qualified third-party experts, however Siemens Healthineers does not accept any responsibility or liability for third-party content.
- 8.2. Any compilation of trainings, advice or guidance will be provided "as-is", based on Siemens Healthineers' experience and the information provided by Customer. Siemens Healthineers will neither be liable nor provides any guarantee with respect to any application, conversion, utilization or implementation of any compilation of trainings, advice or guidance.