

General Terms and Conditions for the Provision of Training Services

1. General Provisions

- 1.1 ETAS training services shall exclusively be governed by these General Terms and Conditions for the Provision of Training Services (hereinafter referred to as „Training Conditions“), unless we have expressly agreed otherwise in writing.
- 1.2 Training services may be offered either in the form of Trainings, which are customarily conducted on premises provided by ETAS, or in the form of customer-specific training classes that are exclusively conducted for the benefit of participants delegated by a specific customer (hereinafter referred to as „Training“). The Training Conditions shall be applicable regardless of the location of the respective training and/or of the organizing company. The training services are limited to business to business (B2B).
- 1.3 Unless we have expressly agreed to their applicability, Customer's general terms and conditions shall not apply (even if we have not explicitly objected to their applicability).
- 1.4 Oral agreements must be confirmed by us in writing to be valid. Changes to a contract shall also require written form. The same shall apply with respect to changes made to the requirement of written form.

2. Registration and Cancellation

- 2.1 Registrations for Trainings may be made via the online form on the ETAS website or in writing by mail or e-mail. Registrations via telephone cannot be considered.
- 2.2 In the case of Trainings with a limited number of participants, registrations will be considered in the order in which they are received.
- 2.3 A registration shall bear the name of the participant.
- 2.4 A replacement participant may be named at any time up to the Training start date.
- 2.5 To become binding, a registration must be confirmed by us in writing.
- 2.6 A Training registration can be canceled at no charge by Customer in writing (by mail or e-mail) up to 30 days prior to the respective Training date.
- 2.7 In the case of a cancellation of a registration by Customer at a later time or in the event of non-attendance without cancellation, ETAS shall be entitled to charge the full Training fee.
- 2.8 Training fees shall not be refunded in cases of partial Training attendance.

3. Ordering Customer Training

- 3.1 Offers for Trainings will be made on the basis of Customer's request stating the number of desired participants, training contents and training location.
- 3.2 Offers for Trainings always refer to a specific number of participants. If the maximum number of participants stated in the offer is exceeded, we shall be entitled to charge a prorated training fee for the number of participants exceeding the maximum number stated in the offer.
- 3.3 Orders shall be made in writing (by mail or e-mail).
- 3.4 Once booked, Trainings may be canceled by Customer in writing (mail or e-mail) at no charge up to four (4) weeks prior to the respective training start date. In the event of a later cancellation up to two (2) weeks prior to

the Training start date, we shall be entitled to charge 50 % of the training fee, in case of a cancellation within the last two (2) prior to the Training start date we are entitled to charge the full training fee.

4. Customer's Obligation to Cooperate

- 4.1 In the event of Trainings conducted on Customer's premises, Customer shall be responsible for the provision of the infrastructure required for the performance of such Training (e.g. allocation of classrooms, sufficient number of workstation computers, including required software, video projector, flip chart/whiteboard, and ancillary technical equipment). Such infrastructure shall be provided without charge.
- 4.2 Unless the nature of the services provided by ETAS or a prior agreement with Customer states otherwise, Customer implement and conduct all necessary measures to ensure fulfillment of public safety obligations.
- 4.3 In the event that the required infrastructure is not allocated or required public safety measures were not implemented/ conducted, we shall be entitled to refuse to conduct the Training. In this case, we shall, however, be entitled to charge the agreed training fee.
- 4.4 In the case of Trainings, Customer shall name a designated contact person who will be in charge of all organizational issues related to the performance of the training, and who will be available for the entire duration of the day of the Training.

5. Training Fees and Payments

- 5.1 The agreed prices are net prices. Any indirect taxes incurred will be charged additionally, if applicable.
- 5.2 Training participants' possible costs for travel and accommodation are not included in the services provided by ETAS and must be borne by the participants themselves.
- 5.3 We reserve the right to modify our prices appropriately if costs rise after a contract has been entered into, in particular due to changes in wage costs, e.g. in response to collective bargaining agreements, or to changes in the price of materials, provided an interval of more than four (4) months elapses between the date of contract signing and service provision. We shall provide proof of such changes to Customer upon request.
- 5.4 Except as otherwise agreed upon in writing, invoices shall be due upon issuance of the invoice. Payment shall be effected within 30 days of the invoice date without deduction. In the case of late payment, we shall be entitled to charge default interest at the statutory rate. Our right to claim additional damages shall remain unaffected.
- 5.5 We shall have the right to make our performance dependent upon concurrent payment (e.g. through cash on delivery or bank direct debit procedure) or advance payment.
- 5.6 Moreover we shall also be entitled to offset payments received from Customer to the oldest outstanding claim.
- 5.7 Customer shall be entitled to hold back payments or offset with counterclaims only to the extent that its counterclaims are undisputed or recognized by final and binding judgment or becomes ready to be decided in a pending lawsuit.
- 5.8 If, after the contract has been entered into, we become aware of circumstances that may cause our claims to appear in jeopardy due to Customer's inadequate ability

to pay, we shall have the right to perform only against pre-payment or against provision of security and, following the expiry of a deadline set to this effect, to rescind the contract.

6. Training Materials/Training Contents

- 6.1 Training materials handed over to participants in printed form shall become the property of Customer.
- 6.2 Beyond this, all rights and title in the training materials and their contents shall remain with ETAS and/or affiliated companies of ETAS.
- 6.3 Customer's employees participating in the training shall have the right to use the training materials for purposes of furthering their own education. Passing these materials on to non-participants or third parties is prohibited.
- 6.4 Training materials may not be edited, copied, or published without our prior written permission.
- 6.5 Picture and/or audio recordings may not be realized without our written permission.

7. Storage and Use of personal Data

- 7.1 Participants' data is electronically collected, processed and utilized in compliance with statutory data protection legislation.
- 7.2 In the case of online training, the name and e-mail address of the participant will be visible to the other participants.

8. Grounds for Exclusion

- 8.1 In the event that a training participant behaves in such a manner that the attainment of the training objective(s) is sustainably jeopardized for other Training participants, we shall be entitled to exclude said participant from the training.
- 8.2 In the event of a participant's exclusion as stipulated in 8.1, above, there will be no reimbursement or compensation for travel costs and/or other expenses incurred for the purpose of participating in the training.

9. Cancellation of Training

- 9.1 We reserve the right to cancel or reschedule on short notice any Trainings for reasons beyond our control, e.g. instructor's illness, shortfall of minimum number of participants. In such case, we shall inform Customer immediately after becoming aware of the circumstances causing the cancellation. In the event of a shortfall of the number of participants, we shall notify Customer in writing no less than five (5) working days before the event.
- 9.2 If Customer is unable to accept an alternative date offered by us, we shall refund to him any training fees he/it may have paid up to that point.
- 9.3 Reimbursement of expenses for travel bookings, rebooking, and cancellations as well as other costs arising from the cancellation of training shall be excluded.

10. Export Control and Customs

- 10.1 . Each party is entitled to refuse to perform its obligations under this contract insofar as the performance is prohibited or impaired by foreign trade law (including, without limitation, national and international (re-)export control and customs regulations, including embargos and other sanctions) which is – in accordance with this law – applicable to this contract (hereinafter "Foreign Trade Law"). In such cases, either party is entitled to

terminate this contract to the extent necessary. If a partial performance is excluded for technical or legal reasons or if one party has no interest in a partial performance, the termination will end the contract in its entirety.

- 10.2. In case of delay in the performance of obligations under this contract caused by licensing, authorization or similar requirements under Foreign Trade Law (hereinafter "Authorization"), the time of performance for such obligations is extended/moved accordingly and neither party shall have any liability for non-compliance related to such delay. Should an Authorization be denied or not granted within 12 months after filing the application, either party is entitled to terminate or rescind from the contract to the extent the performance of the obligation requires this Authorization. If a partial performance is excluded for technical or legal reasons or if one party has no interest in a partial performance, the termination will end the contract in its entirety.
- 10.3. Each party shall notify the other party within a reasonable time period upon becoming aware of a Foreign Trade Law, which may prohibit or impair performance to clause 10.1. or delay in performance according to clause 10.2.
- 10.4. Upon our request, the customer shall provide any information and documents necessary to comply with Foreign Trade Law or requested by authorities in relation to Foreign Trade Law. Such information and documents including, without limitation, information on the end customer/user, the destination and the intended end-use of the Deliveries and Services. We may, in our sole discretion, refuse to perform our obligations under this contract or terminate the contract, if the customer does not provide us with such information or documents within a reasonable time period.
- 10.5. In the event that the customer provides to any third party (specifically including any affiliate of the customer) any Deliveries and Services the customer shall comply with applicable Foreign Trade Law. We are entitled to refuse to perform our obligations under this contract and to terminate the contract for cause, if the customer breaches this obligation.
- 10.6. To the extent permitted by applicable law, we shall have no liability for any claims of the customer for damages related to or arising from our refusal to perform obligations under this contract or termination of the contract in accordance with clauses 10.1., 10.2., 10.4. and 10.5.
- 10.7.1 For delivery of goods across customs borders to us, the customer is obliged to provide us with all required documents and information such as commercial invoice and delivery note, for a complete and correct import customs declaration to the shipment. In the case of free of charge deliveries to us, the customer is obliged to declare a value, which reflects a fair market price as well as the note „For Customs Purpose Only” in the pro forma invoice. The value has to contain all components of the good such as hardware and respectively software.
- 10.7.2 Unless explicitly agreed otherwise in written form in the delivery or quotation documents, the customs-cross-border supply or provision of software, technology or other data (e.g. map data) shall be performed exclusively by electronic means (e.g. e-mail or download).

This paragraph does not cover the supply of embedded software (software which is flashed on hardware).

11. Compensation for Damages

- 11.1 We shall be liable for damages and compensation of futile expenditures — as defined in Section 284 of the German Civil Code (BGB) (hereinafter referred to as Compensation) — on account of a breach of contractual or non-contractual obligations only in case of
- (i) deliberate acts or gross negligence,
 - (ii) fatal or physical injury or damage to health,
 - (iii) the assumption of a guarantee with respect to quality or durability,
 - (iv) breach of material contractual duties,
 - (v) compulsory liability pursuant to the German Product Liability Act, or
 - (vi) any other compulsory liability.
- 11.2 The Compensation payable in case of a breach of material contractual duties shall be, however, limited to the foreseeable damage typical of the type of contract, except in cases of deliberate acts or gross negligence or in the event of liability due to fatal or physical injury or damage to health or due to the assumption of a quality guarantee.
- 11.3 Insofar as liability on our part is excluded or limited, such exclusion or limitation shall also apply for the benefits of our employees, representatives, or vicarious agents.

12. Miscellaneous Provisions

- 12.1 If one of the provisions of these General Terms and Conditions or of any contracts entered into on the basis of these General Terms and Conditions should be or become invalid, this shall not affect the validity of the remaining provisions. The contracting parties are obliged to replace the invalid provision with an effective regulation most closely approximating the economic success pursued by the ineffective provision.
- 12.2 The courts of Stuttgart (for proceedings at the court of first instance, the district court in 70190 Stuttgart), Germany shall have jurisdiction and venue or, at our discretion, the court at the registered office of the business facility executing the order, if Customer
- is a merchant or
 - does not have a general place of jurisdiction in Germany or
 - moves his place of domicile or normal place of business abroad after execution of the contract, or if his place of domicile or normal place of residence is not known at the time a suit is filed.
- We shall also have the right to start legal action at a court with jurisdiction at the place of Customer's registered office or any branch operation.
- 12.3 All legal relationships between us and Customer shall be bound exclusively by the laws of the Federal Republic of Germany, to the exclusion of the provisions of the conflict of laws and the Convention on the International Sale of Goods (CISG) of the United Nations).

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ETAS GmbH