

# General Terms and Conditions for Training

IGEL Technology GmbH, April 2013

## Section 1: Scope

These General Terms and Conditions apply to all paid and non-paid training services that IGEL Technology GmbH, Bremen (hereinafter referred to as "IGEL"), offers or provides to commercial customers and partners (hereinafter referred to as "Customer" or "customers"). The application of the Customer's own terms and conditions is hereby rejected, unless IGEL has given its express written consent thereto.

## Section 2: Conclusion of Contracts

The training contract shall be formed after the customer has sent the written and binding registration form for training to IGEL and IGEL has confirmed the booking or order in writing (by post, fax or e-mail). Written confirmation of the order shall be given 10 working days before the scheduled start of the training at the latest.

## Section 3: Rebooking and naming of Substitute Participants

If Customers are not able to take part in the training course, he may appoint a substitute participant. Alternatively, IGEL is willing – subject to availability – to rebook the confirmed training course to a new date.

If, for whatever reason, the Customer does not take part in a training course that has been confirmed, the full confirmed training fee shall be payable.

## Section 4: Cancellation of a Training Course by the Customer

If Customer cancels the confirmed training course before it commences, the following payments shall be due:

Up to 10 working days beforehand: Free of charge

Up to 5 working days beforehand: 70% of the confirmed training fee

No-show: 100% of the confirmed training fee

## Section 5: Services

The agreed training service comprises

i) In the case of courses at IGEL's training premises:

- Training with the agreed content (in accordance with the applicable product data sheet for the training course in question) by an IGEL trainer;
- Provision of the hardware, software and training room for the duration of the course;
- Lunch and drinks during breaks;



- Training materials in English or – if available – the local language.
- ii) In the case of in-house training at the Customer's premises:
- Training with the agreed content (in accordance with the applicable product data sheet for the training course in question) by an IGEL trainer;
  - Training materials in English or – if available – the local language.

### **Section 6: Certificates of Participation**

Upon request, course participants shall be given a certificate of participation if they complete the training successfully. To obtain this certificate, a participant must have been in attendance throughout the course.

### **Section 7: Copyright to the Training Materials**

- (1) The training materials given to the course participants are subject to copyright. IGEL shall have sole entitlement to the copyright to them. The materials shall not be reproduced, published, modified or translated without IGEL's express consent.
- (2) In connection with the training, Customer may be given aids such as electronic presentation files and samples used in the training. These given training aids must be used solely for the purposes of and in connection with the training. IGEL shall have the exclusive right to any other use of them, including translation, reprinting or reproduction.
- (3) Recording of the training by using electronic systems (audio, video) shall not be permitted without the consent of IGEL.

### **Section 8: Cooperation and Deliverables of the customer in Relation to In-House Training**

- (1) Customer shall be responsible for installing the training environment for in-house training. Customer shall meet the system requirements specified in the Classroom Setup Guide (which will be provided by IGEL after the in-house training has been booked) at the time of training. Customer shall set up, at its own expense, a network that is operational for the purposes of the training and the software to be used which is an immediate technical requirement.
- (2) In-house training courses shall be held exclusively in a thin client test environment which must be strictly separated from Customer's productive environment.
- (3) The Customer guarantees that at the latest by the time the training commences the system requirements are met, the technical systems are operational, the necessary online connections are prepared and the environment is tested for its suitability and its operability.

If systems of Customer are used in the agreed training course, the Customer shall be responsible for taking suitable and adequate measures to back up and protect his own data and software programs against loss, destruction and damage. The data shall therefore be backed up before the training commences.

- (4) Customer shall point out to its employees participating in the training that the safety and security regulations applicable at the venue must be complied with.
- (5) Customer shall appoint a system administrator who can be contacted throughout the training course and can remedy hardware faults and software errors if and when necessary.

### **Section 9: Liability**

- (1) The instruction and exercises in the training are designed for an attentive participant can achieve the objectives of the training. However, IGEL shall not assume any liability for the training not being successful and for participants not being able to apply the knowledge imparted to him.
- (2) If IGEL cancels the agreed training, IGEL shall not be liable for any travel and accommodation expenses that participants have already incurred or that cannot be refunded.
- (3) IGEL shall be liable for damage caused by IGEL employees only if IGEL act with intent or in gross breach of duty. In the case of simple or slight negligence, IGEL shall be liable only for damage that were foreseeable and typically occurs.
- (4) IGEL shall also not be liable for damage that participants in the training cause to the Customer's infrastructure during or after the training, if and insofar the damage is not caused by intentional or gross negligent incorrect advice or instruction by IGEL or the IGEL trainer.
- (5) IGEL shall be liable for the loss of data only if the damage also occurs in the case the data had been backed up by Customer regularly and adequately. An essential duty of Customer shall be to back up data and programs at adequate intervals of time, at least once a day, in machine-readable form and so ensure that they can be restored at reasonable cost and effort.
- (6) IGEL shall be obliged to compensate damage, on whatever legal, only if
  - The damage is attributable to gross negligence or intent on the part of IGEL; or
  - The damage is attributable to the lack of a quality warranted (Garantie) by IGEL; or
  - IGEL culpably violates a cardinal contractual obligation in a manner that jeopardizes the achievement of the purpose of the contract; or
  - IGEL is compulsorily liable under the German *Produkthaftungsgesetz* (Product Liability Law).
- (7) IGEL shall not assume liability for any damage that might be caused by viruses on copied data carriers. This shall also apply to public domain software.
- (8) It is expressly agreed that any means of access to the Internet that is provided shall not be used outside the context of the training. In particular, every participant undertakes to refrain from the following:

- a. Posting files in the Web or calling files that infringe data protection law, personal rights, copyrights or criminal law regulations or posting or calling remarks or depictions of an offensive, defamatory, anti-constitutional, racist or sexist nature.
  - b. Trying out, eliciting and unauthorized use of other persons' access permissions (such as user IDs and passwords) and other means of authentication (such as smart cards and magnetic cards).
- (9) Data carriers that participants have brought with them shall in principle not be loaded on IGEL's computer systems. If IGEL incurs damage as a result of contravention thereof, it reserves the right to claim damages.

### **Section 10: Data privacy, obligation to maintain confidentiality and secrecy**

- (1) The parties undertake to maintain secrecy on all information they receive from the other party as part of this contractual relationship for an unlimited period of time. That shall apply in particular to all information indicated as being confidential or a company secret. After the order ends, IGEL shall return all the company documents given to it by Customer.
- (2) IGEL shall retain the necessary materials and documents for the training for one year as of its end for the purpose of handling any inquiries and follow-up orders. The parties shall comply with statutory data privacy regulations. The parties shall instruct third parties whose services they enlist in their obligations as regards data privacy.

### **Section 11: Miscellaneous**

- (1) Customer declares its consent to processing of its personal data where this is required for the purposes of this contract.
- (2) The sole place of jurisdiction shall be Bremen. German law shall apply.
- (3) Where applicable, IGEL's Terms for Sale, Delivery and Licensing will apply. Upon request, they shall be made available to the customer in written form and can also be obtained from [www.igel.de](http://www.igel.de) or [www.igel.com](http://www.igel.com).
- (4) If one or more provisions of this contract are or become invalid, the validity of the other provisions shall not be affected thereby. A legally valid arrangement that corresponds as closely as possible to what was intended economically shall be deemed as agreed in place of the invalid provision or provisions.

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