

# General Terms and Conditions for Training Services

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## 1. Subject matter, conclusion of the contract

1.1 These general terms and conditions of business apply for all training and certification programs delivered by Intershop Communications AG (subsequently referred to as Intershop).

1.2 Only these general terms and conditions of business apply. Terms and conditions of business of those receiving training or taking a certification examination (subsequently referred to as participant) do not apply, even if not explicitly stated by Intershop. The terms and conditions presented in this document also apply if Intershop knowingly renders services due that are in conflict with the participant's terms and conditions of business.

1.3 Participants must register in advance to take part in Intershop trainings or certification exams. Registration consists of filling out a form, either by hand or online, that is provided by Intershop. Registration also includes selecting the training session the participant intends to attend or the respective certification exam. The current Intershop Technical Training Course Catalog provides a list of training services and certification examinations offered by Intershop.

1.4 Intershop will then submit a written quote of the selected services to the participant. The contract only takes effect once the participant has confirmed the quote in writing.

## 2. Conducting training

2.1 Intershop is responsible for conducting training or for contracting a third party to conduct training and is free to choose any consultant for such purposes. Intershop is entitled to transfer the duties of the contract to a third party to perform and to change the contents of training sessions as long as the objective of the training is not compromised. Intershop may cancel training, change the date or time of training or designate the training location with advance notice.

2.2 Intershop will make every effort to provide the participant with all important knowledge during training sessions, as per the training plan and the current training documents.

2.3 Intershop will conduct training on its own premises, on the participant's premises, or at another mutually agreed upon location. Training is to be conducted during the dates specified by Intershop in the quote and confirmed by the participant.

2.4 If training takes place on Intershop premises, Intershop will provide each participant with a desk with a computer and the necessary documents. Participants are responsible for incidental expenses (travel, accommodation, additional meals, etc.).

2.5 If training takes place on the participant's premises, the participant will provide the infrastructure necessary for training especially desks and computers, and is responsible for obtaining Internet connections if required. Intershop can provide these services, particularly computers with pre-installed training software, on the customer's premises or at an agreed upon location. The contract does not include this service, and the participant must reimburse Intershop for these costs.

2.6 Participants will receive a certificate confirming participation upon completion of training.

## 3. Certification

3.1. The price of one certification examination entitles one participant to take one certification exam, independent from the result of the respective test.

3.2. Before the examination, the participant must identify himself or herself by showing a valid passport.

3.3. The use of any aids besides the certification software is forbidden during the certification examination. If the participant uses any other software, data, documents or persons, the

examination will be stopped and the results of the examination will be not passed. The participant must pay the full certification fee, no refund.

3.4. Within 24 hours after the end of the examination, Intershop will inform the participant of the examination results.

3.5. After passing the examination, the participant will receive the Intershop Certification Kit (certificate, digital logos) by mail within three weeks.

3.6. After a successful certification exam, the participant has the right to use the Intershop Certified title and logos for a period of two years. This time can be prolonged only by successfully passing another certification examination.

## 4. Compensation and terms of payment

4.1 Costs covered by the participant will be specified in writing in the contract and will include additional sales tax as required by law. If the parties do not specify the amount of compensation, the Intershop price list in effect at the time of conclusion of the contract will apply.

4.2 All fees are due upon receipt of an invoice and must be paid in full within 10 days. Sales tax as required by law will be included in all prices and indicated on the invoice.

4.3 If payment is not made on time, Intershop may charge a late fee of up to 9% but at least 5% over the European Central Bank (ECB) base interest rate.

4.4 The participant is in default if he/she does not pay following receipt of a reminder sent by Intershop once the due date has been reached. The legal regulation, which automatically takes effect 30 days after default on an invoice, remains valid.

## 5. Termination by Intershop

5.1 Intershop is entitled to terminate this contract if excess or insufficient registration cannot guarantee proper or economically feasible training or certification. Intershop is also entitled to terminate the contract due to instructor illness, technical reasons, or other reasons beyond Intershop's control.

5.2 Before exercising this right to termination, Intershop will make every effort to reschedule training or certification examination, with the participant's consent. In case of rescheduling, the contract will remain in effect and will be amended with the consent of both parties. If the parties cannot agree on the amendment to the contract, the contract will be terminated, and any fees paid by the customer will be reimbursed.

## 6. Termination by the customer

6.1 If the participant is unable to attend, the customer is entitled to designate another representative from his/her company to participate in the training or certification before the training begins. The client will incur no additional costs.

6.2 The participant is entitled to terminate the contract via written notice at any time.

6.3 The participant must not pay any fees if Intershop receives notice of termination on or before the 10th business day before the first day of training or certification date. The participant must pay 50% of the agreed costs if he/she terminates the contract between 10 and 5 business days before the first day of training or certification. The participant must pay 100% of the costs if he/she terminates the contract within 5 business days of the first day of training or before the certification examination.

6.4 If the participant wishes to change the training date set in the contract without canceling the entire contract, Intershop must receive written notice at least 5 business days before the first day of training. The participant will incur no additional costs, and the contract will be amended with consent of both

parties. If Intershop receives such notice within 5 business days of the first day of training or the certification exam, the participant must pay Intershop 50% of the agreed upon costs as a processing fee.

6.5 Rights to further claims are reserved by Intershop. This especially concerns cancellation costs for travel already booked to the customer's premises or to any other agreed-upon location.

## **7. Right to training documents, software**

7.1 All training documents are intended for the exclusive personal use of the participant.

7.2 The participant recognizes Intershop's copyright and therefore the exclusive distribution rights and right of use of training documents and software.

7.3 Intershop gives the participant the single and non-transferable right to use training documents and software for purposes stipulated in the contract. The right to use training software is limited to the length of the training session and is automatically rescinded following completion of training. Intershop is not required to provide notice of this rescission. The participant may only use training software on the training premises. The participant is not allowed to reproduce the training software and documents, in particular to process them in electronic systems, duplicate, or modify them in any way, or distribute them in any form to third parties. All embedded knowledge and teaching systems provided by Intershop to the participant on data storage media or made available on electronic networks are considered training documents.

7.4 Intershop will prepare and when necessary install training and certification software before training sessions and uninstall the software following completion of training, if training takes place on the participant's premises and the participant does not have his/her own license for the training software. The participant must support Intershop as much as possible during such measures. The participant must ensure that no third party has access to the installed software and that the software is not retained in any form.

7.5 In addition, the participant recognizes all of Intershop's brand, trademark, name, and patent rights to the software and related documents. The participant may not remove, modify, or render unrecognizable copyright indications or indications of property rights.

## **8. Confidentiality**

8.1. The participant is obligated to keep confidential all business and company secrets made known to him/her during

training. This obligation is not limited to the training period. The participant may not share these with a third party or use them for his/her own purposes without written permission from Intershop.

8.2 The participant may not conduct any internal or external training or certification exams on Intershop products.

## **9. Liability**

9.1 Intershop is only liable to the participant, regardless of legal grounds, for willful misconduct or gross negligence on the part of Intershop itself or its employees.

9.2 Intershop is only liable for slight negligence if provisions of the contract, which have a particular importance for achieving the purpose of the contract and can therefore be considered to be fulfilled, are violated. In this case, liability for damages, consequential harm caused by a defect, not specified in the contract is excluded. Liability is limited to the amount specified in Intershop's liability insurance for one single case of damage.

9.3 Contractual claims for damages by the participant against Intershop are subject to a limitation period of six months from the date on which the right arose, notwithstanding shorter legal limitation periods.

9.4 Due to the current technology, access to the server with teaching materials cannot be guaranteed at all times. Intershop is not liable if access is not available for short periods of time.

9.5 In the case data loss, Intershop is only liable for the costs of necessary reconstruction from back-up copies.

## **10. Other**

10.1 The participant must obtain prior written permission from Intershop to transfer all rights stipulated in the contract.

10.2 The law of the Federal Republic of Germany, excluding the UN sales law, applies for all claims arising from the contract.

10.3 Changes and supplements to these terms and particularly warranties and agreements must be specified in writing to serve as point in controversy. Oral agreements are not valid.

10.4 Jena, Germany, is the place of jurisdiction for all disputes arising from the contract, as long as the contract is awarded by a *Vollkaufmann* (merchant who has been entered in the *Handelsregister* / Commercial Registry as a merchant) on the basis of his/her commercial trade or by a public law entity.