

General Terms and Conditions for Training Services

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) as well as for online-trainings delivered by Intershop Academy. Intershop Academy is an online training program by Intershop. The term "online training" refers to training courses that can be booked online and are primarily conducted online. The term "training and certification exams" refers to all Intershop training and certification programs with the exception of online trainings. The term "online trainings" refers to all trainings that are conducted online, with the exception of trainings and certification programs. 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 for Intershop trainings or certification exams consists of filling out a form, either by hand or online, that is provided by Intershop. Registrations for Intershop Academy online training courses shall be made exclusively online on the website using the online form. Registration also includes selecting the training session the participant intends to attend or the respective certification exam. The type and scope of training services to be provided by Intershop for Intershop training and certification exams are determined by the Intershop Technical Training Course Catalog and for Intershop Academy online trainings by the Course Description and the Course Curriculum on the respective website of the online training.

1.4 The following applies to Intershop training and certification exams: Intershop will submit a quote of the selected services to the participant. The contract only takes effect once the participant has confirmed the quote in writing.

1.5 The following applies to Intershop Academy online training: For the contract to be valid and binding upon Intershop Academy, the participant has to fill in all fields marked as required on the registration form and to click on all buttons and boxes marked as required in the registration form and then click on the "Buy" button. Intershop Academy reserves its right to conclude written contracts for the provision of online training or other services. Such written contract for the provision of online training or other services shall not be valid and binding until the participant has confirmed the offer sent to him 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 The following applies to Intershop training and certification exams: 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 The following applies to Intershop Academy online training: For the purposes of the training, Intershop will provide the

participant with all necessary knowledge as per the Course Description and the Course Curriculum, which are either depicted or downloadable on the training course website. Intershop Academy may provide software or documents or other training materials for download. Any download of training materials provided for by Intershop is at the own risk of the participant.

2.4 The following applies to Intershop training and certification exams: 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.

2.5 The following applies to Intershop Academy online training: The training services are retrieved by the participant from servers and displayed in the participant's Internet browser, or on the participant's computer, or on other electronic devices capable of adequately displaying the training program. The participant is responsible for ensuring that he/she has properly functioning technical equipment to retrieve and display the training program and the respective downloads as well as for an adequate audiovisual presentation of the training program and the respective downloads as well as any other infrastructure necessary to participate in the online-training course. The date of the training can be freely chosen by the participant within a period of 30 days after binding registration and booking of a course. After 30 days since registration and booking of a training course, Intershop Academy shall neither contractually or otherwise be obliged to provide the respective training services or to make the training program accessible to the participant or to have the participant conduct the training in any other way. After the aforementioned 30 days have expired, the participant shall neither contractually or otherwise be entitled to any compensation or claim for damages relating to the training service not provided in the aforementioned case. The previous provision shall not preclude the participant to bring any other claims not related to training services not provided by Intershop Academy in the aforementioned scenario.

2.6 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.).

2.7 The following applies to Intershop training and certification exams: 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.

2.8 The following applies to Intershop training and certification exams: Participants will receive a certificate confirming participation upon completion of training.

2.9 The following applies to Intershop Academy online training: Every participant will receive a confirmation of participation in the training as a PDF attachment after completing the training. A written confirmation of participation will neither be issued nor sent to the participant. The conclusion of a contract for the provision of training services with regards to online training courses provided by Intershop Academy does not constitute a valid claim to receive a written confirmation of participation.

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 The following applies to Intershop training and certification exams: 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. Value-added tax as required by law will be added to all prices and indicated on the invoice.

4.2 The following applies to Intershop Academy online training: The price to be paid by the participant for purchase of a training is binding upon the participant with respect to the amount due as well as the currency stated on the website, plus value-added tax as required by law.

4.3 All fees are due upon receipt of an invoice and must be paid in full within 10 days.

4.4 If payment is not made on time, Intershop shall be entitled to charge default interests at the respective statutory rate above the European Central Bank (ECB) base interest rate. Intershop reserves its right to prove a higher interest loss.

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 The provisions of this Section (6) shall apply exclusively to Intershop training and certification exams, but shall not apply to online trainings by Intershop Academy. The right of the participant to withdraw from online trainings at Intershop Academy shall not exceed the right of withdrawal provided for and granted by law.

6.2 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.

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

6.4 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.

6.5 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.

6.6 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. Any downloaded training software shall be deleted by the participant upon completion of the training. The following applies to Intershop training and certification exams: the participant may only use training software on the training premises. The following applies to Intershop training and certification exams as well as to Intershop Academy online training: 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, distribute them in any form to third parties, or retain them in any form. 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 un-install 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 without written permission from Intershop.

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 In cases of ordinary negligence, Intershop shall only be liable if an obligation whose observance is of particular significance for achievement of the purpose of the agreement and can therefore

be considered to be fulfilled (cardinal obligation) is violated. In other cases of ordinary negligence, Intershop shall not be liable. If a cardinal obligation is violated, Intershop's liability shall be limited to the typically foreseeable damage. The parties agree that damages in excess of the price of the respective training are not typically foreseeable at the time the agreement is made, neither generally in terms of trainings nor considering the particularities of the training agreement.

9.3 Liability according to the German Product Liability Act (§ 14 ProdHaftG), with regards to guarantees or for damages regarding physical injuries remains unaffected.

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

9.5 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.

9.6 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 (CISG), applies for all claims arising from the contract.

10.3 Additions or modifications to these contractual obligations as well as warranties and agreements must be made in writing and enter into effect only when signed by both parties. Declarations made by Intershop representatives shall only be binding with written consent from Intershop. Oral agreements are not valid.

10.4 Should one or more provisions of this Agreement be or become invalid, then this shall not affect the validity of the remaining provisions. The invalid clause shall then be replaced by a valid clause that comes as close as possible, in its economic purpose, to the original intent of the invalid clause.

10.5 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.