

## General Terms and Conditions for Training Services of Siemens Technik Akademie (“STA”) Berlin

Valid as of 1<sup>st</sup> of August 2010

### 1. General Provisions, Scope of Performance

STA shall conduct the booked training pursuant to the description in the course program or in the online presentation or in accordance with the individually drafted offer. STA reserves the right to make a change in content, relocate the site of training and reschedule training, as well as to make a change in the instructor(s). In particular, STA may further develop or update the content of the courses without prior announcement.

Unless otherwise agreed upon the scope of performance for live classes shall only include the conduction of the training at the agreed location and the provision of the materials required to conduct the training. If the relevant training is conducted within the facilities of STA, the scope of performance shall also include the use of rooms and the technical facilities at STA. Where the training is conducted outside of the facilities of STA, the training rooms, facilities and other resources necessary for the conduction of the training shall be provided upon the responsibility and at the expense of the client.

### 2. Registration, Conclusion of Contract

Registration shall be made in writing (by letter or fax) or via the online user interface of the STA. The client shall receive a confirmation of order upon the receipt of the registration. The contract shall not come into effect until this confirmation of order has been received.

Following the receipt of the order confirmation, the trainees/participants shall receive further information for the booked training.

### 3. Terms of Payment, Additional Expenses

The attendance fees and any and all payments (e.g. cancellation fees) to be made on the basis of agreements made between the STA and the client shall be due for payment by the client upon receipt of the respective invoice and without any deductions.

If the STA incurs any additional costs due to the special requirements of the client or, provided the training is conducted outside of the facilities of the STA upon the request of the client and/or if additional costs are incurred due to the configuration work conducted at such other site or because the training facilities do not comply with the required standards, these additional costs may be invoiced separately to the client by the STA.

Travel expenses, the costs of any stay, accommodation, food and drink and assistance for the trainees shall in any event be borne by the client or by the trainees themselves.

### 4. Alteration of booking/Cancellation by the Client

The client may alter the booking for the ordered training for a later scheduled course or designate an alternate trainee for the training free of charge by no later than 30 days prior to the start of the ordered training.

A cancellation by the client is possible at any time up to 30 days prior to the start of the training, provided that notice of cancellation is given in written form.

In the event of a cancellation up to 30 days prior to the start of the training, no fees shall be paid by the client. In the event of a cancellation from the 30<sup>th</sup> day prior to 8 days before the start of the relevant training, 50% of the fees shall be paid by the client. In the case of a cancellation from the 8<sup>th</sup> day prior to the start of the training, the full amount agreed upon shall be payable.

Notwithstanding the foregoing provisions, the STA reserves the right to charge its expenses already incurred (e. g. for the making, sending or provision of training materials and resources) in the event that a training to be conducted outside of the premises of the STA is cancelled before the 30<sup>th</sup> day prior to the relevant start.

In individual cases, other cancellation deadlines and cancellation fees may apply for training conducted by other training providers on behalf of the STA. The STA will inform the client of this fact upon registration. In these cases, the STA reserves the right to charge to the client the cancellation expenses which are in excess of the aforesaid costs.

### 5. Program Changes and Cancellation of Training by the STA

The STA reserves the right to cancel trainings if, for instance, an instructor is or becomes unavailable or there is an insufficient number of trainees. In each case, the STA will endeavor to inform the client as soon as possible of any cancellation or necessary changes in the program. If the STA has to cancel the training, the attendance fees already paid shall be reimbursed without undue delay. Further claims on the part of the client shall be excluded except in cases of willful or grossly negligent misconduct on the part of the employees of the STA.

### 6. Data Protection

The client expressly agrees to the collection and processing of the data provided to the STA to the extent required for the performance of the training services.

The client warrants that he is authorized to provide the data to the aforesaid extent and to deliver the aforesaid declarations.

### 7. Restrictions of Use, Copyrights

The issued training materials and the provided software, as well as the content of the online learning platform are protected under copyright law and may not be changed, de-engineered, decompiled or reproduced, reprinted, translated, or electronically processed for any reason other than for necessary back-up purposes, or disclosed to individuals other than the client or the trainee or used for any purposes other than for the training purposes agreed to under the terms of contract.

The use of the online learning platform is subject to Siemens' Terms of Use.

### 8. Safety and Accident Prevention Regulations

Trainees are obliged to comply with the safety and accident prevention regulations in effect at the location of the training. In general, data storage media brought to the STA by trainees may not be used on the computers of the STA.

### 9. Reservation clause

The STA's obligation to fulfill this agreement is subject to the proviso that the fulfillment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos or other sanctions.

### 10. Liability

The STA shall have unlimited liability for personal injury for which it is responsible and shall pay for the expense of restoring property in the case of property damage a maximum amount of EUR 25,000.00 per occurrence. In the event that data storage material is damaged, the duty to make compensation shall not include the expense of retrieving lost data and information.

Damage compensation claims other than those expressly referred to in these Terms and Conditions, including, but not limited to, claims for the interruption of business operations, loss of profit, loss of information and data or consequential damages shall be excluded, provided no mandatory liability exists such as e. g. under the Product Liability Act or due to willful misconduct, gross negligence, the lack of a guaranteed characteristics or the breach of major contractual duties. The foregoing rules shall not be associated with a change in the burden of proof to the detriment of the party raising the claim.

Provided the client and trainee of the relevant training are not identical, the client shall be liable for the failure of the trainee to fulfill the duties to which he is obliged under the agreements

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made with the STA. This shall include the obligations on the basis of these Terms and Conditions.

## **11. Venue, Applicable Law**

Exclusive venue shall be Berlin if the client is a merchant. German law shall apply exclusively without reference to its conflict of law provisions.

## **12. Other Provisions**

Should provisions of these General Terms and Conditions be or become fully or partially invalid or unenforceable, this shall not affect the validity of the remaining provisions. In lieu of the invalid or unenforceable provision, such provision shall apply which comes as close as legally possible to what the parties to the agreement wanted or would have wanted in accordance with the spirit and purpose of the agreement if they had considered the invalidity or unenforceability of the relevant provisions upon the conclusion of contract.

Side agreements shall require written form.