

Terms and Conditions for Vector Informatik GmbH Training Courses (“Vector”) (“Terms and Conditions”)

1. Object

1.1 Vector offers training courses (see section 1.2) in a variety of learning formats (see section 1.3) for customers.

1.2 Training Courses

1.2.1 Standard training courses are training courses that Vector has scheduled in advance. Individual seats can be booked by different customers, who then participate in the training course together. These courses are held remote or at Vector’s premises. Registration shall be made online at <https://academy.vector.com/de/en/> stating the first and last name, (billing) address and e-mail address of the respective participant. Vector will confirm the registration.

1.2.2 Customer-specific training courses are courses that are planned and carried out individually at the customer’s request. Dates and content are agreed individually and set out in writing. These courses can be held at the customer’s premises, on site at Vector’s or remotely.

1.3 Learning Formats

1.3.1 Vector offers the following kinds of learning formats: **Accompanied Formats**, **Self-Learning Formats** and **Blended Learning Formats**.

1.3.2 Accompanied Formats are learning formats where a trainer is present during the training. These are on the one hand traditional classroom training courses in the classroom and on the other hand remote training courses, where participants and trainers at different locations attend the training session at the same time.

1.3.3 Self-Learning Formats are learning formats in which learning content is made available digitally for a certain period of time. During this period, the participants work through the content on their own responsibility. Since communication with the trainer takes place asynchronously, for example, via e-mail or in a forum, it involves a certain degree of delay.

1.3.4 Blended Learning Formats are learning formats that are a mixture of Accompanied Formats and Self-Learning formats.

2. Prices / Payment Date / Set-Offs

2.1 The prices for **standard training courses** are quoted per participant plus VAT.

2.2 The prices for **customer-specific training courses** are per course as stated in the offer.

2.3 Unless agreed otherwise, the training fees shall be due for payment upon Vector’s confirmation of enrollment. The payment date is generally thirty (30) calendar days from confirmation of enrollment.

2.4 If the training course begins less than thirty (30) calendar days after the date of the confirmation of enrollment, payment must be made in full by the date on which the training course begins, and not in accordance with the later date stated on the invoice.

2.5 The customer may only exercise a right of set-off in those cases in which its counterclaims are non-appealable or undisputed or where Vector has recognized them.

3. User Login Data

In the case of Blended Learning Formats and Self-Learning Formats, the customer needs user login data to access digital learning content on the Vector E-Learning platform. The customer/participant will usually receive the access data one week before the course starts. The customer must treat the user login data confidentially and store them so that they cannot be accessed by any unauthorized third party. This is to ensure that no third party can misuse the access data. As soon as the customer sees any indications that the access data has been obtained unlawfully by a third party or could be misused, the customer is obligated to inform Vector immediately via the contact address academy@de.vector.com. Vector reserves the right to block the subscriber's or customer's access in the event of corruption/data misuse.

4. Cancellation/Rebooking

4.1 The training courses can be **cancelled** subject to the following conditions.

4.1.1 The following applies to the cancellation of **standard training courses**:

- 4.1.1.1.** Cancellations of standard training courses can be made free of charge up to eleven (11) working days before the start of the training course.
- 4.1.1.2.** In the time period ten (10) working days before the start of the training course up to six (6) working days before the start of the training course, cancellations of standard training courses can be made against payment of 50% of the training course price plus VAT.
- 4.1.1.3.** Cancellations of standard training courses are possible from five (5) working days before the start of the training course until the start of the training course against payment of 100% of the training course price plus VAT.

4.1.2 The following applies to the cancellation of **customer-specific training courses**:

- 4.1.2.1.** Cancellations of customer-specific training courses can be made free of charge up to two (2) months before the start of the training course.
- 4.1.2.2.** In the time period two (2) months before the start of the training course up to eleven (11) working days before the start of the training course, cancellations of customer-specific training courses can be made against payment of 50% of the training course price plus VAT.
- 4.1.2.3.** Cancellations of customer-specific training courses are possible from ten (10) working days before the start of the training course until the start of the training course against payment of 100% of the training course price plus VAT.

4.2 Non-attendance of Participants

If registered participants do not appear at the start of the training course or if they stop attending thereafter, the full training course price of the participant (100%) plus VAT must be paid.

4.3 Replacing Participants

4.3.1 Participants can be replaced free of charge until the start of the training course.

4.3.2 It is not possible to replace participants after the start of the course.

4.4 Replacing Speakers

Vector is entitled to replace speakers. In this case, the customer shall be neither entitled to rescind the contract nor to reduce the price of the training.

4.5 Rebooking

4.5.1 The training courses can be **rebooked** to alternative training course offers and/or to other training dates, subject to the following conditions.

4.5.2 The following applies to the rebooking of **standard training courses**:

4.5.2.1. Rebooking of standard training courses can be made free of charge up to eleven (11) working days before the start of the training course.

4.5.2.2. In the time period ten (10) working days before the start of the training course up to six (6) working days before the start of the training course, rebookings of standard training courses can be made against payment of 10% of the initial training course price plus VAT. The full cost of the newly booked training course is added to this.

4.5.2.3. Rebookings of standard training courses are possible from five (5) working days before the start of the training course until the start of the training course against payment of 25% of the initial training course price plus VAT. The full cost of the newly booked training course is added to this.

4.5.2.4. It is not possible to rebook standard training courses on or after the start date of the training course.

4.5.3 The following applies to the rebooking of **customer-specific training courses**:

4.5.3.1. Rebooking of customer-specific training courses can be made free of charge up to two (2) months before the start of the training course.

4.5.3.2. In the time period two (2) months before the start of the training course up to eleven (11) working days before the start of the training course, rebookings of customer-specific training courses can be made against payment of 10% of the initial training course price plus VAT. The full cost of the newly booked training course is added to this.

4.5.3.3. Rebookings of customer-specific training courses are possible from ten (10) working days before the start of the training course until the start of the training course against payment of 25% of the initial training course price plus VAT. The full cost of the newly booked training course is added to this.

4.5.3.4. It is not possible to rebook customer-specific training courses on or after the start date of the training course.

4.6 Rebooking or Rescheduling by Vector

4.6.1 Vector reserves the right to cancel or reschedule training courses at any time if the required minimum number of participants is not reached, or for organisational or technical reasons, in particular if the speaker is ill. Remuneration for training courses already paid by the customer shall be refunded to the customer.

4.6.2 Vector points out that in the event of rebooking or rescheduling a training course, customers are responsible for adjusting their travel plans and for rebooking and/or cancelling hotel accommodation, train tickets, flight tickets, etc.

4.7 Calculation of Time Limits for Cancellations and Rebookings

The following applies to the cancellation and rebooking of all training courses:

4.7.1 The public holidays in Baden-Württemberg, Germany, are decisive for the calculation of the time limit.

4.7.2 The receipt of the rebooking or cancellation notice by Vector (academy@de.vector.com) shall be decisive for the timeliness of the rebooking or cancellation.

5. Rights to Documents

5.1 Vector reserves all rights to the documents that it hands out during its courses.

5.2 Training materials can be downloaded or accessed online for a period of six (6) months from the beginning of a training course, unless otherwise agreed. The customer receives a non-exclusive, non-transferable right to use the training materials.

5.3 The customer may not duplicate or modify the documents, and shall in particular not change or supplement them or grant third parties the right to use them.

6. Confidentiality

6.1 Vector will use any knowledge of business secrets and information designated as confidential in writing exclusively for the purposes of carrying out this contract and will treat such knowledge and information confidentially in perpetuity.

6.2 The obligation of confidentiality does not apply (i) to ideas, concepts, know-how and techniques related to the carrying out of training courses; (ii) to data that are already known to Vector or were known or become known to it outside of this contract; or (iii) where the recipient can demonstrate that same were lawfully obtained by it from a third party without any restrictions on confidentiality or exploitation; or (iv) where same were obtained or developed independently by the recipient without using information of the discloser; or (v) which are required to be disclosed by law, governmental order or court decision provided that the recipient immediately notifies the discloser and assists it in mounting a defense against such orders or decisions; or (vi) to the extent that the recipient is permitted to use or disclose the information by mandatory law or by virtue of a legal act or the terms of this contract; or (vii) where the recipient is acting as project manager or coordinator for the discloser and in this context information is to be provided to the discloser's contractors for the performance of the contract.

6.3 Vector will impose an obligation of confidentiality on its employees.

6.4 Vector may include the name of the customer and a brief description of the services rendered in a reference list. All other references to the customer in advertising will be discussed with the customer in advance.

7. Image, Video, Sound or Other Recordings

The customer and the participants are prohibited from making image, video, sound or other recordings of training courses.

8. Vector's liability

- 8.1** Claims for damages – for whatever legal reason – may be brought against Vector (including its agents) only in the case of its breach of a fundamental contractual obligation whose breach would jeopardize the achievement of the purpose of the contract (*Kardinalpflicht*). In this case, claims for damages are limited to the contract value or € 100,000.00, whichever is higher. The customer may demand more far-reaching liability against payment of a risk markup.
- 8.2** These restrictions under subsection 8.1 do not apply insofar as the damage is covered by Vector's commercial liability insurance and the insurer has made payment to Vector. Vector agrees to maintain the insurance coverage in force and effect when the contract is executed.
- 8.3** Any limitation of liability in respect of damages or reimbursement of expenses does not apply in the event of injury to life or limb or impairment to health due to Vector's intentional wrongdoing or gross negligence, in the event of Vector's breach of an express warranty as to the nature of its training courses (*Beschaffenheitsgarantie*), or for claims under the Product Liability Law or other mandatory statutory laws.
- 8.4** Any exclusions or limitations of liability that apply to Vector pursuant to section 8.1 will also apply in respect of its statutory representatives, its vicarious agents and its other auxiliary persons.

9. Data Protection

- 9.1** In the course of performing the contract, the parties will comply with all applicable data protection provisions and, in particular, with the General Data Protection Regulation ("GDPR") and the German Federal Data Protection Act (*Bundesdatenschutzgesetz – BDSG*). Information about how Vector handles data processing and the rights of data subjects can be found in its Data Privacy Statement.
- 9.2** The parties will also impose data protection obligations on their employees and any subcontractors that they use.
- 9.3** Vector will store personal data of participants (name and email address) for the purpose of organising and conducting training courses; all personal data, including issued certificates, will subsequently be erased by Vector. Vector points out that any lost certificates cannot be replaced.

10. Default / Force Majeure / Delay

- 10.1** Vector will be released from its obligation to perform under the contract if its failure to perform is due to the occurrence of a force majeure event after the conclusion of the contract.
- 10.2** Force majeure events include, but are not limited to wars, strikes, riots, expropriation, storm, flood and other natural disasters, as well as other circumstances beyond Vector's control, such as technical problems involving the Internet over which it has no influence.
- 10.3** Vector will immediately notify the customer of the occurrence of an event of force majeure and will inform the customer in the same manner as soon as the event of force majeure is over.

11. Final Provisions

- 11.1** Oral ancillary agreements, amendments or additions to these Terms and Conditions and to the contract concluded by the parties must be in writing and signed in order to be effective. The same applies in respect of this provision requiring writing. Changes that do not comply with the requirement

of writing are invalid. The effectiveness of individual agreements, in whatever form, remains unaffected by this written form clause.

11.2 The courts at the place where Vector has its headquarters will have sole jurisdiction in respect of any disputes arising directly or indirectly from these Terms and Conditions.

11.3 In the event that any individual provision of these Terms and Conditions is or becomes invalid, in whole or in part, or if there is an omission in these Terms and Conditions, this will not affect the validity of the remaining provisions.