

## General terms and conditions

### 1. General

The Atos Unify Academy Germany undertakes to provide the booked training event in the form described in the Training Schedule, online or in the offer. However, it reserves the right to modify the content of training events, to change the venue and/or date and to provide trainers other than those scheduled. In particular, the Atos Unify Academy Germany can develop a training event further without prior notice or update it to reflect the current state of technology. In individual cases this may result in events being different from their descriptions.

"myTraining", the personal learning manager from the Atos Unify Academy Germany, allows courses and e-media, such as computer-based training and web-based training, to be booked easily and rapidly online. The system also enables users to manage their personal training details and consult courses that have already been booked or completed.

To register free of charge as a "myTraining" user of the Atos Unify Academy Germany, simply complete the online application on the Atos Unify Academy Germany's website. Your personal account will then be set up within the next two working days.

Additional information can be found on the internet at <https://academy.unify.com>

Important information for Unify employees: Please register and log in via the Unify intranet <https://academy.global-intra.net>

#### 1.1 Standard courses

Standard courses are invoiced on the basis of each participant and day's training. Standard courses constitute the standard offering of the Atos Unify Academy Germany and cover the entire product range. The current training offering can be found on the internet <https://academy.unify.com>, on the intranet <https://academy.global-intra.net>, respectively.

#### 1.2 Exclusive courses

Exclusive courses are run for a closed group of participants and are invoiced in accordance with daily rates for a trainer within the context of a specified maximum number of participants. These courses are generally held on the customer's premises

and tend to use the customer's equipment. When implemented on the premises of the Atos Unify Academy Germany or at other locations, the respective price for standard courses applies that covers a specified number of participants. If the specified number of participants is exceeded, the price will be increased in line with the number of participants.

#### 1.3 Special courses and workshops

Customized special courses and workshops. The same conditions apply as for exclusive courses. Additional course preparation/development will be charged separately.

Extra charges will be invoiced separately for special courses outside the training spectrum, for courses run by other schools, as well as for additional investment beyond the standard equipment.

#### 1.4 e-Learning

e-Learning includes online Web Based Training (WBT). Self-Learning packages WBT "Entry", "Standard" and "Advanced" can be accessed over the internet or intranet using a browser at the participant's workplace.

#### 1.5 Virtual Classroom / Webinar

A Webinar can be accessed over the internet using a free of charge client software. Training sessions can be accessed via "myTraining" on the web, the personal learning manager of the Atos Unify Academy Germany (see section 1).

## **2. Canceling courses**

### **2.1 Cancellation by the Atos Unify Academy Germany**

The Atos Unify Academy Germany may cancel the course if the number of participants is below the minimum number specified, if a trainer is incapacitated through illness or for other reasons of a serious nature. The condition regarding minimum participation will not apply if a fixed price has been agreed or if invoicing is based on a daily rate for the trainer.

Before exercising its right to cancel the training, the Atos Unify Academy Germany will attempt to switch the course to a different date or venue. Changes will be notified immediately. If a participant is unable to attend as a result, the customer shall be entitled to cancel the registration at no charge. All further claims are excluded.

In case of advance payment, the already paid amount will be refunded. All further claims are excluded.

### **2.2 Cancellation by the customer**

#### **2.2.1 Cancellation notice and charges**

No cancellation charges will be applied if written notice of cancellation by the customer is received by the Atos Unify Academy Germany no later than 28 calendar days prior to the start of the training. If the notice of cancellation is received later, 50% of the course fee will be invoiced. If notice of cancellation is received less than 14 calendar days prior to the start of the event, or participants fail to attend, or attendance is terminated prematurely, the course fee will be invoiced in full.

#### **2.2.2 Cancellation of courses conducted by third parties**

Cancellation notice periods and charges may differ if courses are conducted on our behalf by other training providers. The Atos Unify Academy Germany will inform the customer of these at the time of registration.

In such cases the Atos Unify Academy Germany reserves the right to pass on cancellation costs that exceed those detailed in 2.2.1.

#### **2.2.3 Cancellation of externally conducted training events**

In addition to the cancellation fees listed under section 2.2.1, where applicable, any costs already incurred in preparing the training course, making on-site infrastructure modifications or any travel expenses incurred by the lecturer will be charged to the customer if notice of cancellation is not received by the Atos Unify Academy Germany at least 28 days prior to the start of the course.

#### **2.2.4 Hotel cancellation costs**

The customer will be invoiced for any hotel cancellation costs incurred if no notice of cancellation is received or if such notice is not received in time.

## **3. Services and conditions of payment**

### **3.1 General**

All prices are quoted net and do not include sales tax. For course participants from associated companies without sales tax-related connections to Unify Software and Solutions GmbH & Co. KG under German law, the sales tax will be invoiced separately at the rate applicable when the service is provided (19% at the time of going to press). The price does not include updating of the documentation transferred to participants during training. Payment is due in full promptly after the service has been provided and the invoice received.

### **3.2 Training activities in the facilities of the Atos Unify Academy Germany**

Unless otherwise agreed, the training fee includes the following services:

- Training documentation
- Use of the facilities in the training center

The fee does not include travel, subsistence, overnight accommodation or support costs for the participants.

### **3.3 Training activities outside the facilities of the Atos Unify Academy Germany**

If a daily trainer's rate has been agreed for exclusive courses, this rate will apply to a specified number of participants. If this number is exceeded, the Atos Unify Academy Germany reserves the right to invoice 10% of the daily trainer's rate in addition for each additional participant.

Unless otherwise agreed, the course fee will include the following services:

- Carrying out training activities at the agreed site
- A master document file containing training documentation

Unless otherwise agreed, it is the customer's responsibility to provide the training equipment, rooms and other facilities used for training.

The costs of making the trainer available, including travel times, daily allowance, overnight accommodation costs, secondment pay, travel costs and other expenses, will be invoiced in addition. The cost of any preparatory work necessitated by special requirements or essential configuration work and to ensure that the training facilities are up to standard will also be invoiced in addition.

### **3.4 e-Learning**

WBT packages are generally provided by the license holder for a certain period of time after being used for the first time. During this period, participants can access the material any number of times on a strictly personal basis as long as they are entitled to.

### **3.5 Taxes and charges for training events held abroad**

Taxes, charges, social insurance contributions and other (including any future) charges levied abroad on the contracted party or his personnel in connection with providing the training services will be borne by the customer.

## **4. Safety and accident prevention regulations**

Participants undertake to comply with the safety and accident regulations applying to the training location.

## **5. Data protection**

Participants and invoice recipients agree to allow their booking data to be processed to the extent necessary for the purposes of the training.

The 'Statement on Data Protection' is part of these General Terms of Conditions.

## **6. Reservation (export control provisions)**

All goods and services provided by the Atos Unify Academy Germany are subject to the necessary export permits being granted and to there being no other obstacles arising from German or other relevant export regulations.

## **7. Proprietary rights**

Accompanying material left in the possession of course participants is intended for their individual use only. No course documentation or parts thereof may be duplicated, reprinted, translated or passed on to third parties. No part of the training documentation may be duplicated, electronically processed, disseminated or passed on to others either internally or externally in any form or for any purpose whatsoever - including for the purpose of designing course material - without the written consent of the Atos Unify Academy Germany. In this context, course documentation also includes any electronic knowledge products or learning systems made available to course participants on data media or on the intranet / internet.

Software made available by the Atos Unify Academy Germany for training purposes must not be removed, nor may it be copied either wholly or in part or rendered usable in any other form for which consent has not been obtained.

## **8. Liability**

The Atos Unify Academy Germany accepts unlimited liability in respect of personal injuries incurred within its control; in the event of damage to property incurred within its control it will reimburse the cost of restoration to an amount not exceeding Euro 25,000 per single incident. In the event of damage to data media material the obligation to make restoration does not include the cost of restoring lost data or information.

Claims for damages beyond those expressly set out in these conditions, in particular claims in respect of interruptions in operation, loss of profit, loss of information or data, and consequential harm or damage caused by defects, shall be excluded unless mandatory liability applies in accordance with, for example, product liability law, or where harm or damage results from intent or gross negligence, failure to provide assured properties, or a breach of major contractual obligations.

The above regulatory arrangements do not alter the burden of proof to the participant's disadvantage.

The Atos Unify Academy Germany will not accept any liability for any damage that may result from viruses on copied files. Data media brought in by participants must not be used on the computers of the Atos Unify Academy Germany.

## **9. Choice of forum and applicable law**

If the ordering party is a businessman, the sole forum for all disputes arising shall be Munich, Germany. The contractual relationships are subject to German law.

## **10. Other regulatory arrangements**

Any subsidiary agreements must be in writing.

## **Quality**

It is our objective to deliver our training courses always at the best level of quality. By questioning participants about their impressions, we are always on the lookout for our weaknesses and ways of improving.

On the one hand, there are questionnaires, which are statistically evaluated. In this way, we are able to establish the common weaknesses across all the courses and the importance the participants place on each weakness. This thus gives us a good indication how to prioritize the necessary improvements.

On the other hand, at the end of each course, we engage in discussions with our customers and discuss possibilities for improvement. The outcome of any improvements is confirmed by the changes seen on the questionnaires. In this way, we can monitor the effectiveness of our measures undertaken.

This all leads to a continual improvement of quality of our services on offer.

# Data Protection

## Statement on Data Protection

We assure you that, in connection with the use of the web portal "Atos Unify Academy" of Unify Software and Solutions GmbH & Co. KG, Otto-Hahn-Ring 6, 81739 München, Germany, the protection of your privacy is an important concern of ours. It goes without saying that we observe the statutory provisions when collecting, processing and using your personal data. In the following, we would like to explain the details of these provisions and how we wish to handle your data.

Please note that this Statement on Data Protection only applies to our "Atos Unify Academy" website.

### 1. Collection of Personal Data

In order to register you for courses at the "Atos Unify Academy", we need to ask you to submit the following personal data (which, according to § 3 of the Federal Data Protection Act (Bundesdatenschutzgesetz, BDSG) includes, in particular, your name, address and further personal details):

- Name and email address
- User name and password at registration
- Employer's name and address
- SAP ID of your company for invoicing purpose

Further details, such as telephone and fax numbers, special interests, etc., are optional.

In the course of your participation at the "Atos Unify Academy", we will also record the options chosen by you, the courses you have registered for and participated in, including your test results, and assign them to your other personal data.

### 2. Collection and Processing of Personal Data

It is necessary to collect and process this data in order to ensure efficiency of the training and the courses and to be able to contact you promptly in the event of problems or technical disruptions associated with the use of the service.

In addition, in the further framework of use, the data is used in order to enable us to offer you courses that are appropriate for you. Moreover, it is used for our internal quality protection enabling us to guarantee that our training courses come up to your expectations.

Over and above this, we will use the data in order to contact you for follow-up questions or surveys in order to improve our courses. This way of contacting you is very helpful for us to enhance the quality of our products and offers and, as a result, it will also be to your advantage. You may, however, object to your data being used for these purposes at any time with effect for the future. For these purposes, please refer to the contact under <https://academy.unify.com/enweb/site/contact/contact.jsp>.

### 3. Disclosure of Personal Data

If you are taking courses as an employee of Unify or one of its subsidiaries, your employer will be forwarded a list of the courses you have attended and your results for evaluation. If, in your Unify Company, special agreements have been made with the works council, we will, of course, comply with them.

If you are an employee of one of our partner companies, we will inform you that a list of the courses you have registered for and participated in can be sent to the partner company.

It may be necessary, for the purposes mentioned in Section 2, to forward your personal data to other Unify companies and parts of Unify companies in or outside Europe, for example, in order to facilitate cross-border co-ordination of international training courses. The observance of a reasonable level of data privacy protection will be ensured by appropriate measures.

In all other respects, we will neither sell nor otherwise market your personal data stored by us to third parties. The disclosure of personal data to state institutions and authorities will be made on the basis of mandatory

national legal provisions. Our employees are obligated to observe confidentiality and the provisions of data privacy protection.

## **4. Collection of Statistical Data / Cookies**

When you visit our portal, our web server will store log data, so-called logs, on your visit such as the IP address assigned to you by your Internet provider. It is not possible for us to personally identify you with the log data. All of this data will be evaluated for statistical

purposes only in order to enhance our website for you. We do not create links to other personal and non-personal data.

The same applies to the cookies used by us. Cookies are short text files storing information on your PC which can be retrieved at your next visit without any action on your part. You can block the use of cookies by changing the settings on your web browser. This, however, can lead to the result that individual functions facilitating the use of our services (for example, storage your identification information and personal settings) will not work any longer.

## **5. Security of Personal Data**

Unify will take technical and organisational measures in order to ensure security of your personal data stored by us. Your data will be conscientiously protected against loss, damage, falsification, corruption and unauthorised access or unauthorised disclosure.

## **6. Questions and Suggestions**

For questions and suggestions or requests for information pursuant to § 34, BDSG, or a correction / erasure claim under § 35, BDSG, please refer to our locally competent contact persons <https://academy.unify.com/enweb/site/contact/contact.jsp>.

Export restrictions, Export control

By downloading the Software or Information, you agree

- that European and German laws, U.S. export control laws and other applicable export and import laws govern. Your use of the Software or information, including technical data,
- not to export, directly, or indirectly, neither the software or information nor any direct product thereof in violation of these laws
- You declare, that
- the Software will not be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation
- You are not a citizen, national, or resident of, and are not under control of, the government of Cuba, Iran, Sudan, North Korea, Syria, nor any country to which the United States or Germany has prohibited export
- You will not download or otherwise export or re-export the software or information, directly or indirectly, neither to the above mentioned countries nor to citizens, nationals or residents of those countries
- You are not listed on
  - the United States Department of Treasury lists of Specially Designated Nationals, and Specially Designated Terrorist
  - nor are you listed on the United States Department of Commerce Table of Denial Orders,
  - nor you are listed on the European Union Anti-Terrorism list,
  - nor you are listed on the Terrorism list of German Bundesamt für Wirtschaft und Ausfuhrkontrolle
- You will not download or otherwise export or re-export the Software or information, directly or indirectly, to persons on the above mentioned lists
- You will not use the Software or information for, and will not allow the Software or information to be used for, any purposes prohibited by United States law, the European and or German law, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction.