



General Terms and Conditions of TÜV SÜD Academy for E-Learning, Online Products (for business customers)

In the following, TÜV SÜD AKADEMIE GmbH, Westendstraße 160, 80339 Munich (Germany) is referred to as the "**Academy**" and the contractual partner of the Academy referred to as the "**Customer**". The Customer and Academy together are also referred to jointly as the "**Parties**" or individually as the "**Party**".

Scope and structure of these GTC

These General Terms and Conditions ("**GTC**") shall apply in addition to the provision of all contractual services, audits, other services, modules, electronic provision of documents, e-learning solutions and/or online products ("**Contractual Services**") by the Customer, as well as to the use of the respective ordered modules by the Customer. The Contractual Services are described in the order documents, product descriptions, price lists or contractual documents together with appendices ("**Order Documents**") agreed separately between the Customer and the Academy. The contract shall be entered into exclusively with business customers who act in their commercial or independent professional capacity. In the event of any contradictions or uncertainties, the provisions in the Order Documents shall prevail.

Against this background, these General Terms and Conditions are divided into two sections (excluding the regulations on scope and structure).

Section 1 contains general regulations

Section 2 contains special regulations that apply to components of Contractual Services.

For services offered by another TÜV SÜD company, additional conditions may apply.

The Customer uses the Contractual Services exclusively on the basis of the following terms and conditions and the Order Documents. The Academy hereby expressly objects to any conflicting terms and conditions of the Customer. Deviating agreements and any individual agreements shall be agreed in writing between the Parties. The Parties shall be free to prove that they have signed a different agreement.

Section 1 – General provisions

1. Online order process, contract text, contract language

1.1 The ordering process/formation of the contract is as follows:

- a) First, the Customer selects the desired Contractual Service and enters the required information. Before placing a binding order, the Customer can place the Contractual Service in the shopping cart without obligation. The Customer can view the contents of the shopping cart at any time without obligation and remove Contractual Services from the shopping cart at any time. The entire order process can be canceled at any time by closing the browser window.
- b) If the Customer wishes to order the Contractual Services in the shopping cart, they can click on the "Continue" button and select on the "Addresses" page whether they wish to continue the process as a registered customer with their user account for the TÜV SÜD Digital Service GmbH platform, continue the order without obligation as a guest, or create a new user account.
- c) The Customer can then select the payment method on the "Payment" page without obligation.

d) If the Customer wishes to order the Contractual Services in the shopping cart, they check the data entered again on the corresponding page ("Check order data") and correct any input errors. In order to place a binding order, the Customer can click on the "Order subject to payment" button and first accept the General Terms and Conditions, Data Privacy Statement and, if applicable, product-specific terms of use provided.

e) By clicking the button "Order subject to payment", the Customer submits a binding offer to enter into a contract for the Contractual Services presented in the Academy's online store ("**Order**"). After receipt of the Order, the Academy may accept the Order by sending a separate order confirmation by email. The contract is entered into upon receipt of the order confirmation by the Customer. If the Academy accepts this, the Order becomes invalid. In any case, the Academy shall send the Customer an order confirmation by automated email immediately after receipt of the Order. This only confirms that the Order has been received by the Academy. However, it does not constitute acceptance of the contract by the Academy.

f) After formation of the contract, depending on the Contractual Service, an employee of the Academy shall contact the Customer for further processing (scheduling, etc.) or the Customer shall receive an invitation via email to use a service platform. Payment shall be made in accordance with Item 3.

1.2 The text of the contract is stored on internal systems of the Academy. These General Terms and Conditions are available on the Academy's website. The Academy sends the order data to the Customer by email after the Customer has sent its Order. The contract is formed in German.

2. Subject matter of the contract, place of performance, dates, deadlines and term

2.1 The Contractual Services, as well as the Academy's responsibilities in this regard, are set out in the Order Documents. The Customer can only demand further services on the basis of an additional order against separate remuneration.

2.2 The Academy enables the Customer to use the modules booked by it within the scope of the Contractual Services. Which modules the Customer has booked can be seen in each case from the Order Documents.

2.3 If the Order Documents do not contain any specific specifications in this regard, the Academy may, at its own discretion, provide the Contractual Services on-site at the Customer's premises or remotely.

2.4 The dates and deadlines specified by the Academy are not binding, unless their binding nature is expressly agreed in text form.

2.5 A term specified by the Academy is also non-binding and depends on the nature or purpose of the contractual performance, unless its binding nature is expressly agreed in text form.

3. Terms and conditions of remuneration and payment

3.1 The Customer is obliged to pay the Academy the remuneration agreed in the Order Documents. The details of the remuneration agreed in each case can be found in the Order Documents.

3.2 All prices are net plus VAT and are due for payment immediately without deduction upon receipt of the invoice, stating the invoice number.

3.3 If agreed in the Order Documents, the Academy may demand advance payments of costs from the Customer.

3.4 Additional man hours provided by the Academy over and above agreed hourly quotas are to be remunerated separately by the Customer. The hourly rates are derived from the Order Documents, with billing per every six minutes or part thereof (i.e. the smallest chargeable unit is 0.1 h).

Unless otherwise agreed between the Parties, the remuneration agreed between the Parties within the scope of SaaS services, see Item 21, shall in each case relate to one month of the provision of the SaaS services and shall be due on the first of the month in each case.

4. Term, subscription model and termination

4.1 Insofar as a term is specified in the Order Documents, the term shall be automatically extended by a further 12 months in each case if the Customer does not terminate with a notice period of one month prior to the expiry of the respective current term.

4.2 Insofar as a subscription model has been agreed, the minimum contract term shall be 12 months, beginning with the conclusion of fee-based contracts for the use of the Contractual Services offered.

4.3 Termination of the contract for good cause is possible for both Parties in accordance with the statutory provisions. The Academy shall have the right to terminate for good cause in particular if:

- a) the Customer violates Item 27.1 in conjunction with 27.2 in a way that could result in significant damage to the Academy or could significantly impair the security or operability of the SaaS services and does not remedy or stop the violation – if applicable within the scope of the request pursuant to Item 27.3 – within thirty (30) days after having been requested to do so;
- b) immediate termination is necessary to comply with applicable law or mandatory requirements of governmental authorities;
- c) it is not (or no longer) possible to provide the SaaS services to the customer for regulatory reasons without making significant changes to the SaaS services;
- d) a case under Item 28.5 exists and an adjustment of the SaaS Services or a procurement of the rights of use is only possible with economically unreasonable effort.
- e) A case under Section 543(2) no. 3 German Civil Code (BGB) exists.
- f) the Customer does not fulfill its obligations to cooperate despite a prior reminder.

4.4 An important reason, which may change the Contractual Services and entitle the Academy to terminate the contract, also exists if the Customer is merged into another legal entity or if the ownership structure of the Customer's superior group company (i.e. direct or indirect parent company) changes due to

- a) the acquisition of more than 50% of the voting rights in the company concerned or the direct or indirect acquisition of the parent company by a third party,
- b) a merger or amalgamation by which the relevant company or its parent company is merged with or absorbed by a third party, and
- c) a sale or transfer of a substantial part of the assets of the company concerned or its parent company to a third party.

4.5 Partial terminations do not affect the non-terminated part.

4.6 The Academy is entitled to remove all customer content from the SaaS infrastructure upon termination of the contract. It is the Customer's responsibility to ensure that the customer content is backed up beforehand. The Academy shall release the Customer's content upon written request.

5. Supplementary services

5.1 Insofar as the Parties have agreed in the Order Documents on the provision of supplementary services (e.g. customizing, creation of animations, creation of films, quizzes, or creation and implementation of webinars) by the Academy, the provisions of this Item 5 shall apply to such services. The provision of such further services shall be subject to

separate remuneration and shall only be owed insofar as this is explicitly agreed in the Order Documents.

5.2 Neither Party has the right to enter into a contract for such services.

5.3 In each case, the Academy owes an action, but not the achievement of its concrete success.

5.4 The Academy grants the Customer the non-exclusive right to use, (also publicly) reproduce, make publicly accessible to the extent necessary for this purpose, and exploit the work results produced specifically for and at the request of the Customer, unless otherwise stipulated in these GTC.

5.5 Insofar as the Academy creates work results for the Customer that affect the general personality rights of persons on the Customer's side, in particular its employees (for example, because they participate in instructional films), it is the Customer's responsibility to ensure that appropriate consents have been obtained from these persons. The Customer shall indemnify the Academy against all claims based on a breach of the obligation in the preceding sentence, unless the Customer is not at fault.

5.6 The Academy points out that the Contractual Services also offer the possibility of booking quizzes with the Academy and determining to which persons the results of a completed quiz will be made available. The Customer is responsible for ensuring that the information is collected in a permissible manner and made accessible within its organizational sphere exclusively in a legally compliant manner (in particular from the perspective of labor law and data protection law).

5.7 If the supplementary services pursuant to the Order Documents require the Customer to cooperate or provide infrastructure (e.g. in the case of webinars), the Customer shall assume sole responsibility for such cooperation and provision as a primary performance obligation in accordance with Item 7.

5.8 Further claims of the Academy remain unaffected.

6. Subcontractor

The Academy is not obliged to perform the services under this contract itself and is entitled to use vicarious agents or subcontractors to perform its performance obligations. The Customer has no right to the selection of a particular person by the Academy.

7. Cooperation obligations of the Customer

7.1 The Customer's cooperation is a primary contractual obligation. The Customer shall perform all acts of cooperation required for the proper performance of services by the Academy. The provision of the Contractual Services depends to a large extent on the performance of these acts of cooperation by the Customer and may also require the Customer to exert a corresponding influence on its vicarious agents, representatives, service recipients, other service providers or other third parties (excluding vicarious agents of the Academy).

7.2 The Academy may rely on and base its performance on communications, instructions, statements ("**Statements**") from the Customer in providing the Contractual Services. Performance by the Academy in compliance with and/or implementation of such statements shall be deemed performance in accordance with the contract in this respect.

7.3 Without prejudice to Item 11.1, the Academy shall not be liable for damages resulting from incorrect, incomplete or carelessly omitted statements by the Customer. The Customer indemnifies the Academy against all claims of third parties that are asserted against the Academy as a result of false, incomplete or omitted statements by the Customer or participant.

7.4 To the extent applicable for the respective contractual performance, the Customer shall in particular provide the following cooperation:

a) The Customer shall provide the Academy in a timely manner, in the agreed format or otherwise in an appropriate format, with all data and information necessary for the provision of the Contractual Services. As far as necessary, the Customer shall update this data and information. The Customer is responsible for the completeness and accuracy of this data and information; the Academy is not obliged to review it.

b) The Customer shall grant the Academy access to premises, buildings, infrastructure, systems and tools under the control of the Customer, its vicarious agents or other third parties engaged by the Customer, to the extent that such access is necessary for the proper performance of the Contractual Services.

c) The Customer shall provide the Academy in a timely manner, in full and free of charge with all necessary working materials, information and documents which, in the opinion of the Academy, are required for the performance of the Contractual Services. The Academy may assume the completeness and correctness and respective up-to-dateness of these working tools, information and documents, except insofar as these are obviously incomplete or incorrect or no longer up to date for the Academy. In addition, the Academy receives free access to the EDP facilities and, if necessary, computer time, test data and data acquisition capacity to the extent required.

d) If and to the extent necessary, the Customer shall provide sufficiently qualified employees of its own to the extent required for cooperation.

7.5 Should the Customer fail to duly fulfill its cooperation obligations, the Academy shall be free with respect to the performance obligations affected thereby until the Customer has duly fulfilled its cooperation obligations, provided that the fulfillment of the cooperation obligations is material for the performance contractually owed by the Academy. If the Customer does not fulfill its obligations to cooperate despite the Academy's request and the setting of a reasonable deadline, the Academy is finally released from its performance.

7.6 The Customer shall pay to the Academy the additional expenses of the Academy resulting from such a breach by the Customer according to the prices agreed in the Order Documents. The Customer's other payment obligations shall remain unaffected.

8. Use of created documents and reports

8.1 Unless expressly approved in advance in text form by the Academy or unless disclosure is required due to legal, official or accreditation requirements, documents and reports produced by the Academy may not be published/reproduced, in whole or in part, in particular for advertising purposes.

8.2 If documents or reports prepared are used with the consent of the Academy, the documents and/or reports prepared may not be accompanied by any statements or interpretations by the Customer that go beyond their actual content, in particular no falsifying or misleading statements or interpretations that could cast doubt on the neutrality of the Academy. This applies even more so if no consent has been given.

8.3 The Customer must ensure at all times that the statements of the Academy are reproduced correctly and without distortion. This applies in particular to all communication measures, advertisements, certificates, notices, sales documents, etc. in digital media, audio contributions or print media initiated by the Customer. If documents and/or reports created by the Academy may be used according to the above procedure, this may only be done with unchanged and complete wording, indicating the date of issue.

8.4 Documents and reports produced may under no circumstances be used to claim or imply that the Academy specifically recommends the Customer.

9. Intellectual property

9.1 All property rights to all materials, results, software, objects, documents, sketches, drawings, drafts, concepts, information and other data created, developed or acquired by the Customer or by third parties acting for the Customer at the time of signing of the contract or during the term of the contract ("**Customer Content**") shall remain with the Customer or the respective holder of the rights.

9.2 The Customer hereby grants the Academy a non-exclusive, non-transferable right for the term of the contract to use Customer Content and/or have it used by subcontractors to the extent necessary to provide the Contractual Services to the Customer.

9.3 All property rights to all materials, documents, results, software (in all forms of expression, in particular object code and source code), objects, documents, sketches, drawings, designs, concepts, information, data, etc., including their adaptations ("**Academy Content**"), existing at the time of signing of the contract or created, developed or acquired during the term of the contract by the Academy, its subcontractors, suppliers, and/or by other third parties involved by the Academy, shall remain with the Academy or the respective rights holder.

9.4 The Academy grants the Customer a simple (i.e. non-exclusive) and perpetual right to use the Academy Content provided to and/or developed for the Customer in the course of the provision of the Contractual Services in accordance with the contract. For this purpose, the Customer is also entitled to transfer Academy Content to (i) affiliated companies within the meaning of Sections 15 et seq. German Stock Corporation Act (AktG), and (ii) data center operators, outsourcing providers as well as other external service providers of the Customer for the contractual purpose specified in the Order Documents.

10. Third-party property rights

10.1 The Academy warrants that the Contractual Services are free from copyrights and related rights, database producer rights, patent rights (including rights to and arising from the patent), utility model rights, trademark rights, design rights, title rights, name rights, business designations, domain names, other rights granting intellectual property protection under German or foreign law, and similar rights ("**Property Rights**") of third parties that interfere with the contractual use of the Contractual Services.

10.2 If third parties assert claims against the Customer due to an infringement of Property Rights, the Academy may, at its discretion, remedy such defect by (i) acquiring the necessary rights for the Customer so that the Contractual Services no longer infringe any third party rights or (ii) modifying the Contractual Services in such a way that no third-party Property Rights are infringed with comparable benefit for the Customer in view of the Contractual Services.

10.3 The Academy shall indemnify the Customer in accordance with the provisions of these Terms and Conditions of Service against any third-party claims asserted during the warranty period and determined by a court of law as defined in Item 10.2, provided that the Customer (i) immediately notifies the Academy in writing of any such claim; (ii) provides the Academy with all reasonable assistance requested by the Academy; and (iii) internally, gives the Academy sole control and decision-making authority over the defense and settlement of any such claim at the Academy's expense.

In this respect, the Academy shall indemnify the Customer against any court costs and the Customer's legal fees required to defend the claims in the amount of the statutory fees. Any legal fees over and above this shall only be paid on a fee basis with the prior written consent of the Academy. The obligation to indemnify shall not apply if the Academy is not responsible for the infringement of the property right.



11. Liability

11.1 Notwithstanding the following provisions, the Academy shall be liable without limitation for intent, gross negligence, for specially agreed quality guarantees as well as under the Product Liability Act and for loss of life, personal injury or harm to health.

11.2 Unless otherwise stipulated in these GTC including the following provisions, the Academy shall be liable for a breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions.

11.3 Compensation for damages arising from the slightly negligent breach of cardinal obligations shall be limited to the amount of the typically foreseeable damages. Cardinal obligations are obligations whose fulfillment is essential for the proper performance of the contract and on whose fulfillment the Customer regularly relies and may rely. Further claims to compensation by the Customer arising from ordinarily negligent breaches of duty by the Academy are excluded.

11.4 The Parties agree that the typically foreseeable damages within the meaning of the previous paragraph shall in no case exceed the sum of the fees paid to the Academy.

11.5 The Academy shall only be liable for the loss of data to the extent of the expenses incurred if the Customer regularly and adequately performs data backups and thereby ensures that lost data can be restored with reasonable effort.

11.6 Insofar as the liability of the Academy is excluded or limited, this also applies to employees, representatives and vicarious agents of the Academy.

12. Force majeure

12.1 The Academy shall not be liable for impossibility, delays or deficiencies in performance insofar as these are caused by events that were not foreseeable at the time the contract was entered into (e.g. operational disruptions of any kind, difficulties in obtaining materials or energy, transport delays, strikes, lawful lockouts, shortages of labor, energy or raw materials, difficulties in obtaining necessary official permits, official measures, terrorism, natural events, insurrection, revolution, civil war, epidemics, pandemics, etc.) for which the Academy is not responsible.

12.2 In the event that one of the Parties is unable to fulfill its performance obligations to the other Party in whole or in part or in a timely manner due to an unusual and unforeseeable event over which such Party has no control and the consequences of which could not have been avoided despite the exercise of due care ("**Force Majeure**"), the affected performance obligations of the Party invoking Force Majeure shall be suspended for as long as the event and its consequences continue; any counterperformance obligations of the other Party shall also lapse for this period. Claims, in particular claims for damages by the other Party, do not exist in this respect. However, the Party invoking Force Majeure is obliged to inform the other Party immediately in text form about the event, the suspended performance obligations and the expected duration of the suspension of the performance obligations. The same shall apply accordingly if the Party invoking Force Majeure must recognize during the suspension of the performance obligations, while exercising due care, that the notified expected duration of the suspension will change significantly. If the event lasts longer than six months from the time the other Party is first informed, both Parties are entitled to withdraw from the contract. The right to withdraw shall be replaced by the right of termination for continuing obligations. The suspension of a payment obligation may not be based on Force Majeure – except in cases ordered by law or if it is a counter-performance obligation within the meaning of sentence 1, clause 2 of this Item 12.2. Section 287 sentence 2 of the German Civil Code (BGB) (liability for coincidence during the debtor's default) shall remain unaffected.

12.3 If such events make it significantly more difficult or impossible for the Academy to provide the service and the hindrance is not only of a temporary nature, the Academy is entitled to terminate the contract without notice or to withdraw from the contract at its discretion.

12.4 In the event of hindrances of temporary duration, the delivery or service deadlines shall be extended or postponed by the period of the hindrance plus a reasonable start-up period. If the Customer cannot reasonably be expected to accept the service as a result of the delay, it may terminate the contract by giving immediate written notice to the Academy. Unreasonableness generally exists if the hindrance continues for a continuous period of more than 90 days.

13. Export control and embargoes

13.1 TÜV SÜD is not obliged to provide services on time insofar as and for as long as this would lead to violations of export control and embargo restrictions. In this case, TÜV SÜD must inform the client immediately in text form of the impediment to performance.

13.2 If TÜV SÜD is prevented from providing a service on time due to restrictions imposed by export control and embargo law, or due to approval, licensing or other official procedures, the delivery and completion deadlines bindingly agreed between TÜV SÜD and the client shall be extended appropriately by the duration of the resulting delay. In this case, TÜV SÜD must inform the client of the delay immediately in text form.

13.3 If the impediment to performance according to Section 8.1 or the delay according to Section 8.2 lasts longer than six months from the first notification of the client by TÜV SÜD, both Parties are entitled to withdraw from the contract. The right to withdraw shall be replaced by the right of termination for continuing obligations. The client shall have no further claims on the grounds of Items 8.1 and 8.2, in particular claims for damages.

13.4 When using or passing on the services provided by TÜV SÜD, the client is obliged to comply with the respective valid and applicable export control and embargo restrictions. The client must obtain any necessary permits or licenses from the relevant authorities. Violations of export control and embargo restrictions by the client entitle TÜV SÜD to withdraw from the contract. The right to withdraw shall be replaced by the right of termination for continuing obligations.

13.5 Upon request, the client is obliged to provide TÜV SÜD immediately with complete information on the intended use, final recipient and end use of the services to be provided by TÜV SÜD, in particular to issue or provide end-use documents.

13.6 The client shall indemnify TÜV SÜD in full against all claims asserted by authorities or other third parties against TÜV SÜD due to culpable violations of export control and embargo restrictions by the client and undertakes to compensate TÜV SÜD for all damages and expenses incurred in this connection.

14. Confidentiality, data protection

14.1 The Parties undertake to comply with the data protection provisions of these GTC.

14.2 Without prejudice to Item 9, all obtained technical and non-technical information made available to the Customer for the purpose specified in the scope and structure of these GTC in oral, written, electronic, digital or other form and which is marked as confidential or is confidential by nature, in particular findings and results obtained, written documents, drawings, plans, specifications, methods, formulas, information on internal conditions, strategies, balance sheet information, know-how as well as business secrets within the meaning of the German Act on the Protection of Business Secrets (GeschGehG), materials and other items ("**Confidential Information**") of the Academy shall be treated confidentially by the Customer and may only be used for the purpose stated in the Order Documents. Reverse engineering is

prohibited.

14.3 In particular, it is agreed that information on business relationships, business plans and strategies, current and planned projects as well as balance sheet information is to be considered particularly confidential and may only be passed on and discussed within the narrowest circle of persons. Confidential Information may not be reproduced or disclosed to third parties directly or indirectly without the consent of the Academy.

14.4 The Customer shall disclose Confidential Information within its organization only to those persons who need to know it in order to carry out the purpose stated in the Order Documents. The Customer shall notify such persons of the declaration and oblige them to comply with the provisions of this declaration.

14.5 The Customer shall protect the Confidential Information obtained from the Academy with the same care with which it protects its own business and trade secrets, but at least with the care of a prudent businessman.

14.6 The Customer shall be released from an obligation of confidentiality if the Confidential Information

- a) is generally known at the time of disclosure;
- b) becomes generally known after disclosure without the recipient having breached the obligation of confidentiality;
- c) was already demonstrably in the possession of the recipient at the time of disclosure;
- d) is lawfully obtained from third parties at the same time as or after disclosure and such third parties are authorized to disclose the information to the discloser.

15. Customer feedback

15.1 The Customer grants the Academy an irrevocable, exclusive, sublicensable right to use, anonymize, analyze and further develop its customer feedback, unlimited in terms of content, time and place.

15.2 The Academy shall treat customer feedback as Confidential Information unless the customer feedback has been appropriately anonymized by the Customer.

16. Compliance

16.1 The Academy follows current compliance standards, which are set forth in the Code of Ethics. In order to ensure worldwide compliance, it is important to the Academy that the Customer also adheres to the same basic principles that are set out in the Code of Conduct. The Code of Ethics can be found via the following link: <https://www.tuvsud.com/de-de/ueber-uns/compliance/code-of-conduct> and is part of each contract. The Customer undertakes to take all necessary steps to ensure that its employees observe the applicable law in the course of their work and do not commit any criminal acts in the course of their work and comply with the Code of Ethics pursuant to Item 15.1. The Customer hereby confirms that neither it nor its employees have accepted or offered any form of bribery in connection with the formation or performance of this contract and that neither it nor its employees will accept or offer any form of bribery in the future.

16.2 In the event of a culpable breach of the provisions of Item 16.2, the Academy shall be entitled to break off all negotiations with the Customer and to withdraw from or exercise extraordinary termination of all contractual relationships with the Customer. If a claim is made against the Academy by a third party due to a breach of the provision in Item 16.2, the Customer shall indemnify the Academy against all claims and compensate the Academy for all damages resulting from a claim.

17. Advertisement referencing the company

17.1 The Academy is allowed to use the company name, logo and form of cooperation for the purpose of advertising referencing the company. The advertisement referencing the company may be published in reference lists, on the Internet and on flyers, brochures and presentations of the Academy for sales, advertising and PR purposes. Any use beyond this is excluded.

17.2 The results of the cooperation and internal information will continue to be kept confidential.

17.3 After the collaboration has ended, the advertisement referencing the company shall indicate that a collaboration took place in the past (e.g. as a "completed project").

17.4 The permission to use for the purpose of advertising referencing the company can be revoked at any time for the future without giving reasons.

18. Set-off, retention, severability clause

18.1 The Customer may only offset such claims arising from the present contractual relationship that are undisputed, recognized in writing by the Academy, ready for decision or legally established.

18.2 The Customer may only exercise rights of retention insofar as due counterclaims have been legally established, are ready for decision or have been acknowledged in writing by the Academy or are based on the same contractual relationship.

18.3 Should individual provisions of the contract be or become wholly or partially invalid or unenforceable, this shall not affect the validity of the remaining provisions. The same applies in the event that the contract contains a loophole.

18.4 In place of the invalid or unenforceable provisions or to fill the gap, the Parties undertake to agree on a new provision which, as far as legally possible, comes as close as possible to what the Parties would have intended if they had considered this point when entering into the contract.

19. Subject to change

19.1 The Academy reserves the right to change these GTC in the future. The Academy shall notify the Customer at least six (6) weeks before the amended terms and conditions come into force and shall send the amended version of the GTC, highlighting the changes, to the email address provided at the time the contract was signed.

19.2 If the Customer does not agree with the change or addition, it is entitled to object within six (6) weeks after becoming aware of the change. If the Customer does not object to the amended terms and conditions and continues to use the services after expiry of the objection period, these new terms and conditions shall be deemed to have been effectively agreed upon expiry of the period.

19.3 If the Customer objects within the period, the contract shall continue to apply unchanged. The Academy shall point out these consequences in the notification.

19.4 If the changes or amendments are reasonable for the Customer, taking into account the interests of the Academy, Item 19.2 shall not apply and these new terms and conditions shall apply immediately upon expiry of the period of time pursuant to Item 19.1.

19.5 The provisions of this Item 19 shall also apply to changes to the SaaS services to the extent that such changes are not already covered by Item 22.2. In the event of changes to the SaaS services themselves, however, the Customer shall not have a right to object within the scope of Item 19.2, but a special right of termination, which it may exercise with immediate effect within the aforementioned period.



20. Place of jurisdiction, place of performance, applicable law

20.1 The place of jurisdiction for the assertion of claims for both Parties is Munich, (general place of jurisdiction pursuant to Section 17 German Code of Civil Procedure, ZPO), (Germany), insofar as the Customer is a merchant, a legal entity under public law or a special fund under public law. Otherwise, the statutory regulations shall apply.

20.2 The place of performance is the registered office of the Academy.

20.3 The contractual relationship and all legal relations arising therefrom shall be governed exclusively by the laws of the Federal Republic of Germany to the exclusion of the International Private Law (IPR) and the UN Convention on Contracts for the International Sale of Goods (CISG).

Section 2 – Components of the Contractual Services

21. SaaS services

21.1 Within the scope of Contractual Services with "Software as a Service" components, the Academy is obliged to (i) provide the Customer with access to the Contractual Services in the general version kept available at the Academy and (ii) grant the Customer access to the modules booked by the Customer (see Item 2.2) within the scope of this version of the Contractual Services ("**SaaS Services**") for the agreed term.

21.2 The nature of the Contractual Services and SaaS services provided under the SaaS model is conclusively set out in the Order Documents. SaaS Services can be provided using specialist portals. The specialist portals can be accessed via the Internet in order to use the specialist information, instruction, training and other content contained on these.

21.3 The use and application of the SaaS Services is at the Customer's own operating risk. The Academy is not responsible for ensuring that the SaaS Services meet the Customer's expectations.

21.4 The SaaS Services enable the Customer to manage data (e.g. master data, audit data as well as results) and documents, among other things, and to make them available online for further processing. The Customer shall not receive a physical or digital copy of the SaaS Services.

21.5 The SaaS Services do not include Internet access for the Customer, but exclusively provide access to the SaaS Services for retrieval via the Internet within the scope of the agreed availability, see Item 24.

21.6 The prerequisite for the use of SaaS Services is the Customer's compliance with the technical system requirements. The technical system requirements for using the SaaS Services are described in the Order Documents and these GTC. In the case of updates, the Academy is entitled to change the technical system requirements by notifying the Customer within the scope of the release notes in order to adapt to the state of the art, but will ensure that at least two browsers available free of charge on the market are always supported.

22. Changes to SaaS Services

22.1 As a technical "software as a service" product, SaaS Services are subject to constant further development in order to take account of technical progress and make improvements beyond the elimination of faults.

22.2 The Academy shall be entitled to modify the SaaS Services, in particular to install updates and upgrades, provided that such modification does not lead to a material negative deviation from the quality agreed upon at the time of the formation of the contract pursuant to Item 21.2.

22.3 The Academy shall inform the Customer about significant updates and upgrades with reasonable advance notice to the effective date of the change of at least one week.

22.4 To the extent that it is unreasonable to expect the Customer to continue to use the SaaS Services as a result of the change, the Customer may terminate the SaaS Services until the change takes effect, but at least within a period of one (1) month from notification of the change.

23. Login credentials for SaaS Services

23.1 The Customer receives corresponding login credentials (e.g. user names and passwords) to be able to use the SaaS Services.

23.2 The Customer undertakes to secure the login credentials against access and misuse by unauthorized third parties in technical and organizational terms. In particular, the Customer is prohibited from disclosing passwords to unauthorized third parties.

23.3 All passwords should be replaced with a new password every 90 days or immediately if it cannot be ruled out that the password has been disclosed. All passwords should be complex and at least eight characters long, following the recommendations of the BSI in the basic protection modules ORP.4.A22.

23.4 The Customer shall be fully responsible for maintaining the confidentiality and security of its login credentials and shall be solely responsible for all activities that occur under its accounts to the extent such activities were authorized by the Customer or were not authorized by the Customer but could have been prevented by the Customer had it exercised due care.

24. Availability of SaaS Services

24.1 The Academy is obliged to keep the SaaS Services available and accessible for the Customer for use via the Internet. The SaaS Services are accessible to the Customer via the Internet. The SaaS Services are 97% available ("**Availability**") on an annual average (365 days). The demarcation point at which Availability is measured is the WAN-directed router output of the data center used to deliver the SaaS Services. Maintenance times according to Items 24.3 and 24.4 shall be deducted from the "target availability" when calculating the Availability. Scheduled and unscheduled maintenance times according to Item 24.3 and 24.4 are considered times of Availability. Periods of insignificant disruptions are not taken into account when calculating Availability.

24.2 The Academy shall, at its sole discretion, monitor the SaaS Services and the Availability of the servers required for the respective SaaS Services.

24.3 The Academy may perform scheduled maintenance during the following maintenance periods: Every other month, one hour outside of the Academy's core business hours, Monday through Friday between 9 a.m. and 4 p.m., excluding statutory holidays at the Academy's place of business (Munich).

24.4 In addition, the Academy is entitled to perform unscheduled maintenance up to one hour per month; the Academy shall inform the Customer about such unscheduled maintenance work with reasonable advance notice with a reason why the maintenance work is necessary. SaaS Services are not available during scheduled or unscheduled maintenance.

24.5 The Academy does not guarantee that data will be exchanged at any particular transmission speed.

25. Rights to use the software

25.1 The Academy grants the Customer a non-exclusive, non-transferable license, limited in time to the term pursuant to Item 4 for its own use within the scope of its business operations within the EEA to use the SaaS Services online. This includes the right to access the SaaS Services and to create copies of the program code in the Customer's working memory resulting from such access.

25.2 The right of use is valid for the number of authorized users specified in the Order Documents. An authorized user is in each case a named, natural person. It is only permitted to change the natural person assigned to an authorized user with the prior consent of the Academy, which the Academy will not unreasonably withhold.

25.3 The Customer is not entitled to use the SaaS Services to a greater extent than explicitly permitted under the Order Documents and these GTC. In particular, Customer is not entitled to (i) make the SaaS Services available to any third party other than as explicitly permitted in these GTC, (ii) make any changes to the SaaS Services, or (iii) grant any sublicenses for the SaaS Services.

25.4 The Customer acknowledges that the content provided via the SaaS Services (e.g. texts, tables, logos, etc.) is subject to the applicable statutory protection, in particular trademark, copyright, ancillary copyright and competition law. To the extent that the Order Documents provide for the provision of accompanying materials, the Academy hereby grants to the Customer a non-exclusive right, limited in time to the term of this contract (Item 4), to retrieve such materials electronically and to print them out once and to make a backup copy, unless otherwise provided in the Order Documents.

26. Usage restrictions of SaaS Services

26.1 The Customer is prohibited from using the SaaS Services in a manner that jeopardizes the security and/or performance of the SaaS infrastructure, see Item 27.1.

26.2 The Customer shall not (i) permit any third party to access the SaaS Services unless expressly permitted in the Order Documents, (ii) create derivative works based on the SaaS Services, (iii) reverse engineer the SaaS Services, unless permitted by mandatory applicable law, or (iv) access the SaaS Services to (a) create a competing product or service, or (b) copy any features, functions or graphics of the SaaS Services.

26.3 The Customer (i) shall use the SaaS Services only in accordance with the Order and applicable law, (ii) is solely responsible for the accuracy, quality, integrity and legality of the Customer Content and the means by which Customer acquired the Customer Content; (iii) shall use commercially reasonable efforts to prevent unauthorized access to or use of the SaaS Services and Customer Content, (iv) shall promptly notify the Academy in writing of any unauthorized access or use; (v) shall not compromise or interfere with the integrity or performance of the SaaS Services, the Academy's related systems and infrastructure, or the third party data contained therein; and (vi) shall not attempt to gain unauthorized access to the SaaS Services or related systems or networks.

26.4 If the Customer violates any obligation under this Item 26, the Customer shall immediately notify the Academy in writing with a detailed description of the specific violation. The Academy is not responsible for the consequences caused by such violations of the Customer's obligations.

27. Customer Content, right of use, analysis of usage data

27.1 Any content or data that the Customer or its authorized users uploads to the IT infrastructure used for the provision of the SaaS Services ("**SaaS Infrastructure**") is "**Customer Content**".

27.2 The Customer is prohibited from uploading Customer Content that:

- a) Violates the rights of third parties;
- b) Violates applicable law;
- c) Results, or is likely to result, in a violation of applicable law by the Academy;
- d) Affects or is likely to affect the security of the SaaS Services;
- e) More than insignificantly affects the performance of SaaS Services;

27.3 The Customer is obliged to delete Customer Content that violates Item 27.2 from the SaaS Infrastructure upon request by the Academy within a reasonable period of time set by the Academy. Depending on the risk posed to the SaaS Services or the Academy by the content or data that violates Item 27.2, a request for immediate deletion may also constitute a reasonable period of time in individual cases. The Academy is entitled to remove content and data from the SaaS Infrastructure itself that the Customer does not delete within the aforementioned period. It is not necessary to set a deadline if the Academy is threatened with more than insignificant damage without immediate removal of the content. In this case, the Academy is directly entitled to delete the relevant Customer Content.

27.4 If the Customer uploads Customer Content to the SaaS Infrastructure that violates Item 27.2, the Customer shall indemnify the Academy against all claims asserted against the Academy as a result thereof and shall bear the costs resulting therefrom, unless the Customer is not at fault. This also includes reasonable costs for legal defense.

27.5 The Academy does not assume responsibility for the content of the Customer Content. There is no obligation for the Academy to check the supplied content and data for their legality.

27.6 The Customer grants the Academy a non-exclusive, worldwide right, limited in time to the term pursuant to Item 4, to use Customer Content within the meaning of Item 27, in particular to copy, edit and make it publicly available, to the extent necessary to provide the SaaS Services to the Customer.

27.7 The Academy is free to analyze the Customer's use of the contract software. The analysis serves in particular the goal of improving the contract software and adapting it according to market needs (for example, through aggregated statistical evaluation), ensuring the agreed Availability, as well as improving system security.

28. Warranty, maintenance and support of SaaS Services

28.1 The Academy warrants that the SaaS Services, when used in accordance with the contract as set forth in Item 25, will substantially conform to the specifications set forth in the Order Documents as set forth in Item 21.2 and the GTC. The Customer is aware that software is never completely error-free. For an only insignificant deviation of the quality of the SaaS Services from the specifications of the aforementioned requirements, the Customer shall therefore have no claims for defects.

28.2 The Customer shall immediately report any defects in a comprehensible and detailed form, providing all information useful for defect detection and analysis. In particular, the work steps that led to the occurrence of the defect, the manifestation and the effects of the defect must be stated. The Academy shall respond to reported defects (except in cases of Force Majeure, Item 12) within one working day (excluding Saturdays and excluding public holidays as determined by the Academy's branch office, in Munich) of receipt of the notification by the Academy. Confirmation of the start of the rectification of defects shall be sufficient to meet the deadline. These deadlines run from receipt of the notification on working days (excluding Saturdays) between 9 a.m. and 3 p.m. or from 9 a.m. on the next working day if received at any other time.

28.3 In the event that the SaaS Services deviate in a materially negative way from the quality specified in the Order Form, the Academy shall remedy such defects within a reasonable period of time. The remedy may also be the provision of a workaround, provided that this does not significantly impair the performance of the SaaS Services.

28.4 If the Academy does not succeed in rectifying the malfunction within a reasonable period of time even after two attempts to rectify the malfunction or to circumvent it in such a way that the SaaS Services are again available to the Customer substantially in accordance with the contract, the Customer may terminate the respective contract without notice.

28.5 If a defect in the SaaS Services consists of an infringement of third-party rights, the Academy shall, at its own discretion and expense, (i) procure for the Customer sufficient rights of use so that the Customer may continue to use the SaaS Services substantially in accordance with the Agreement, or (ii) modify the SaaS Services so that they no longer infringe third-party rights but still substantially conform to the condition set forth in the Order Documents.

28.6 Warranty rights do not exist insofar as a defect is based on a use of the SaaS Services by the Customer that goes beyond the use explicitly permitted under these GTC.

28.7 In addition to the limitations of liability pursuant to Item 11, the following shall apply to the SaaS Services: The strict liability of the Academy according to Section 536a(1), Alt. 1 German Civil Code (BGB) due to defects already existing at the time of the conclusion of the contract is excluded.

28.8 The Academy shall continue to provide 1st and 2nd level support to the Customer on weekdays (excluding Saturdays) between the hours of 9 a.m. and 3 p.m. Details of the support services can be found in the Order Documents.

28.9 The email address akd.plattform-support@tuvsud.com is exclusively available to the Customer for error reports. If necessary, the Academy shall contact the Customer by telephone.

29. Digital self-assessment/digital audit

29.1 The digital self-assessment/audit refers to a time-limited right to use a web-based self-assessment/audit that the Customer can exercise within the agreed contract term.

29.2 The deadline begins with the activation of the digital self-assessment/audit. After expiry of this period, the right of use expires without replacement; in particular, there is no entitlement to an extension of the period of use. Any payment obligations of the Customer according to the Order Documents remain unaffected.

29.3 If a contract is extended in accordance with Item 4, a new right of use arises in accordance with Item 29.1.

30. Audit

30.1 Unless otherwise agreed, Contractual Services shall be provided in compliance with the Order Documents agreed with the Customer or the agreed test basis.

30.2 Insofar as the Customer specifies a basis for testing, it shall be responsible for its completeness, correctness or appropriateness.

30.3 The Academy is entitled to determine the method or type of examination or test itself at its own discretion, unless otherwise agreed in text form or unless mandatory regulations require a specific procedure.

30.4 The scope of services shall be specified in text form when the order is confirmed. If, for the proper performance of the contractual service, there is a need to expand or otherwise change the originally agreed scope of services, this must be agreed in advance in addition and in text form.

30.5 Termination in accordance with Section 648 German Civil Code (BGB) is excluded

30.6 The Contractual Services of the Academy shall be deemed rendered and completed upon preparation of the test and other reports.

31. Chargeable file retrieval

31.1 To the extent agreed, the Customer may retrieve templates, documents or SCORM packages ("Files") in electronic form, for a fee designated in the Order Documents, either from the server operated by the Academy or its vicarious agents or via a cloud, subject to the items above.

31.2 Without prejudice to Item 9, the Academy shall be exclusively entitled to all rights, in particular the rights of use and exploitation under copyright law, to the files etc. made available under the relationship with the Customer. Notwithstanding Item 9.4, the Customer does not acquire the right to publish the retrieved files.

31.3 The Academy does not guarantee that the information provided in the files is correct or up-to-date in terms of content or that the use of the files will lead to the desired success for the Customer.

31.4 Without prejudice to Item 21.6, the technical system requirements for using the files are a supported Internet browser and, depending on the file format, a current version of Adobe Acrobat Reader/Microsoft Word, Excel or PowerPoint/a commercially available learning management system for using SCORM file formats.

31.5 If the provision of the Contractual Service according to Item 31.1 is interrupted by circumstances that lie within the Academy's area of responsibility, the Customer must immediately notify the office named in Item 28.9 of this.

31.6 The Academy shall then perform rectification within a reasonable period of time. If the Academy does not perform the Contractual Service in accordance with Item 31.1 even after a further request and expiry of a reasonable period after a justified complaint, the Customer may withdraw from the relevant contract (or part thereof); in this case, the amount due on the (partial) contractual service shall not be invoiced or any amount already paid shall be (partially as appropriate) credited back to the Customer.