

E-Learning General Terms and Conditions and Online Products (with consumer information)

In the following, the contractual partner of TÜV SÜD AKADEMIE GmbH is referred to as the "**Customer**" and TÜV SÜD AKADEMIE GmbH is referred to as the "**Academy**". 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) apply to the Customer's use of the e-learning solution (the "**E-Learning Solution**") described in the service descriptions and commercial agreements ("**Order Documents**") saved in the Academy's online store, as well as to the Customer's use of the respective ordered modules. The use of the E-Learning Solution by the Customer can be agreed either (i) for a limited period of time within the framework of a software as a service model ("**SaaS Model**"), or (ii) for an unlimited period of time within the framework of a permanent software transfer on the Customer's own IT infrastructure ("**Purchase Model**"). The respective agreed model results from the Order Documents. These General Terms and Conditions further apply to the provision of services by the Academy in connection with the E-Learning Solution.

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

Section 1 contains special regulations that only apply to the SaaS Model.

Section 2 contains special regulations that only apply to the Purchase Model.

Section 3 contains general regulations that apply to both models.

The use of the E-Learning Solution shall be based exclusively on the following terms and conditions. Any conflicting terms and conditions of the Customer are hereby expressly rejected. Deviating agreements require express written confirmation by the Academy.

Online order process, contract text, contract language

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

- a) First, the Customer selects the desired contractual services 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 does not accept the Order, 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 7. 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.

Section 1 – SaaS Model

1. Service description

1.1 The main performance obligation of the Academy under the SaaS Model is to (i) provide the Customer with access to the E-Learning Solution in the version generally kept available at the Academy and updated from time to time and (ii) grant the Customer access to the modules ordered by the Customer (see Item 17) within the scope of this version of the E-Learning Solution (hereinafter: "**SaaS Services**").

1.2 The nature of the E-Learning Solution provided under the SaaS Model results from the Order Documents. The Academy shall not be responsible for ensuring that the SaaS Services meet the Customer's expectations, unless this is an assumed use of the SaaS Services under the Agreement. The Academy shall host the SaaS Services exclusively in the EU/EEA. This does not apply to the webinars offered as part of the SaaS Services.

1.3 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. The Customer can use the online products via a browser available on the market.

1.4 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. SaaS Services shall be available 97% of the time on an annual average (365 days). The demarcation point at which availability is measured shall be the WAN-directed router output of the data center used to provide the SaaS Services. Maintenance times according to Item 1.7 shall be deducted from the "target availability" when calculating the availability. The Academy shall be obliged to monitor the SaaS Services and the availability of the servers required for the respective SaaS Services.

1.5 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.

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 available at <https://learning.tuvsud.com/cms/systemde>.

1.6 The Customer shall be prohibited from using the SaaS Services in any manner that jeopardizes the security and/or performance of the SaaS infrastructure.

1.7 The Academy may perform scheduled maintenance during the following maintenance periods: Every other month, one hour outside of the Academy's core business hours. In addition, the Academy shall be entitled to perform unscheduled maintenance for 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. During scheduled or unscheduled maintenance work, the SaaS Services shall not be available and shall not count towards the availability pursuant to Item 1.4.

1.8 During the term of the contract, the Academy shall, within the framework of the SaaS Services contract, provide the Customer with updates that are necessary to maintain the contractual compliance of these services and shall inform the Customer of this within a reasonable period of advance notice for the change to take effect.

2. Rights of use

2.1 The Academy shall grant the Customer a non-exclusive, non-transferable right to use the SaaS Services online, limited in time to the term pursuant to Item 4. 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.

2.2 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.

The Customer shall not be entitled to use the SaaS Services to a greater extent than explicitly permitted under these GTC and the Order Documents. In particular, the 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.

2.3 To the extent that the Order Documents provide for the provision of accompanying materials, the Academy hereby grants the Customer a non-exclusive right, limited in time to the term of this Agreement (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.

2.4 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 5, in particular to copy, edit and make it publicly available, to the extent necessary to provide the SaaS Services to the Customer.

3. Right of withdrawal for consumers

3.1 When concluding a distance selling transaction, consumers generally have a statutory right of withdrawal, about which the Academy provides information below, in accordance with the statutory model. A consumer is any natural person who enters into a legal transaction for purposes that can predominantly be attributed neither to their commercial nor to their independent professional activity. In Item 3.2, the Academy provides information about the sample withdrawal form. The exceptions to the right of withdrawal are regulated in Item 3.3.

WITHDRAWAL INSTRUCTIONS

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the date of formation of the contract.

To exercise your right of withdrawal, you must inform us (TÜV SÜD AKADEMIE GmbH, Westendstraße 160, 80339 Munich, Germany, email: akd.confirmation@tuvsud.com, Tel. +49 (0) 89 5791 2388) by means of a clear declaration (e.g. a letter sent by mail or an email) about your decision to withdraw from this contract. For this purpose, you may use the enclosed sample withdrawal form (see Item 3.2), which is, however, not mandatory.

To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal period has expired.

Consequences of withdrawal

If you withdraw from this contract, we shall reimburse you for all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the convenient standard delivery offered by us), without undue delay and no later than within fourteen days from the day on which we received the notification of your withdrawal from this contract. For this refund, we shall use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged any fees for this refund.

3.2 The Academy shall provide information about the sample withdrawal form according to the statutory provision as follows:

Sample withdrawal form
(If you wish to withdraw from the contract, please fill out this form and return it to us).
To TÜV SÜD AKADEMIE GmbH, Westendstraße 160, 80339 Munich, Germany, email: akd.confirmation@tuvsud.com Tel. (0) 89 5791 2388:
I/We (*) hereby withdraw from the contract entered into by me/us (*)
on the purchase of the following goods (*)/provision of the following service (*)
- Ordered on (*)/received on (*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only in case of notification on paper)
— Date
(*) Delete as applicable

3.3 The Academy points out that the right of withdrawal for contracts concerning the provision of digital content not on a physical data carrier shall also expire under the following conditions:

- The contractor has started to fulfill the contract,
- The consumer has expressly consented to the contractor commencing performance of the contract before expiry of the withdrawal period,
- The consumer has confirmed their awareness of the fact that their consent according to the second bullet point results in expiry of their right of withdrawal from the beginning of performance of the contract, and
- The contractor has provided the consumer with a confirmation in accordance with Section 312f.

4. Term and termination

4.1 The contract for the use of SaaS Services shall have the term specified in the Order Documents. If the contract is not terminated with a notice period of one month prior to the expiry of the respective current term, it shall be automatically extended in each case by a period corresponding to the last term.

4.2 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:

- The Customer violates Item 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 5.3 – within thirty (30) days of request;
- Immediate termination is necessary to comply with applicable law or mandatory requirements of governmental authorities;
- 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;
- A case under Section 543(2) no. 3 German Civil Code (BGB) exists.

4.3 The Academy is entitled to remove all customer content from the SaaS infrastructure 90 calendar days after termination of the contract. The Academy shall release the Customer's content free of charge within a reasonable period of time and in a common and machine-readable format at the Customer's request, unless such Content is (i) of no use outside the context of the Academy's SaaS Services, (ii) related solely to Customer's use of the SaaS Services, or (iii) aggregated by the Academy with other data and cannot be disaggregated or can be disaggregated only with disproportionate effort.

4.3 The statutory rights of the Customer according to Sections 327 et seq. of the German Civil Code (BGB) remain unaffected.

5. Customer content

5.1 Customer content means any content or data uploaded by the Customer or its authorized users to the IT infrastructure used for the provision of the SaaS Services (whereby this IT infrastructure is hereinafter referred to as the "**SaaS Infrastructure**" and this data and content is hereinafter referred to as "**Customer Content**").

5.2 The Customer is prohibited from uploading Customer Content that:

- Violates the rights of third parties;
- Violates applicable law;
- Results, or is likely to result, in a violation of applicable law by the Academy;
- Affects or is likely to affect the security of the SaaS Services;
- Significantly affects the performance of SaaS Services;

5.3 The Customer is obliged to delete Customer Content that violates Item 5.2 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 5.2, 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.

5.4 If the Customer uploads Customer Content to the SaaS Infrastructure in violation of Item 5.2, 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.

5.5 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.

6. Warranty, maintenance and support

6.1 The rights of the Customer in the event of material defects and defects of title shall be determined in accordance with the statutory provisions, unless otherwise provided for in Section 3.

6.2 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.

6.3 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.

7. Remuneration

7.1 The Customer shall be obliged to pay the Academy the agreed remuneration for the use of the SaaS Services. The details of the remuneration agreed in each case can be found in the Order Documents.

7.2 Unless otherwise agreed between the Parties, the remuneration agreed between the Parties shall relate to one month of the provision of the SaaS Services and shall be due at the beginning of each month.

8. Subject to change

8.1 Amendments to these Terms of Use require the express consent of the Customer. A corresponding modification agreement shall be entered into when the Academy informs the Customer in the browser (e.g. in the form of a pop-up window) about the intended amendment of these Terms of Use, combined with the request to click the button labeled "I consent" (or comparable). If the Customer clicks this button, the modification agreement shall be entered into.

Alternatively, the Academy may offer the Customer the planned changes to these Terms of Use in text form (e.g. by email) and request the Customer's consent. If the Academy chooses this route, the Academy shall notify the Customer of the intended changes to these Terms of Use at least six weeks before they are scheduled to take effect. Changes to these Terms of Use shall be deemed to have been accepted by the Customer if the Customer does not object to them by the time they become effective (deemed acceptance). In its offer of amendment, the Academy shall draw the Customer's attention in particular to the six-week notice period and to the legal consequence of its silence.

8.1 The Academy shall only choose the consent mechanism described in Item 8.2 (possibility of deemed acceptance) if the planned change is due to (i) innovations in legislation and case law or is exclusively beneficial to the Customer or is of a technical or procedural nature (e.g. change of payment service provider) and (ii) either does not affect the rights and obligations of the Customer at all or affects them only negligibly at most.

8.2 Any change to these Terms of Use that affects the Customer's legal situation in a manner that is not merely immaterial (e.g. a new liability provision) shall, on the other hand, require the Customer's express consent (see Item 8.1).

8.3 The Academy may make changes to the SaaS Services, provided that the Customer does not incur any additional costs as a result thereof and such changes are required due to an important operational reason. Important operational reasons include, in particular, adaptation to a new technical environment, to new technologies, to legal requirements, to changes in the number of users or to the latest state of development of SaaS Services, in order to prevent the operation of separate operational environments.

8.4 The Academy shall inform the Customer of the change at the latest at the same time as the update pursuant to Item 1.9 and in a clear and comprehensible manner.

8.5 If the change to the SaaS Services significantly affects their accessibility or usability and the Academy also does not offer the Customer continued use of the unchanged SaaS services, the Customer shall be entitled to terminate the contract within 30 days of receipt of the information or, if the change occurs after the information, within 30 days of the change.

Part 2 – Purchase Model

9. Service description

9.1 The main performance obligation of the Academy under the Purchase Model is to deliver to the Customer (i) the software required to use the E-Learning Solution (the "**E-Learning Software**") in executable, compiled form on a data carrier or by providing a download facility and to grant corresponding rights of use and (ii) to provide the Customer with the modules agreed in the Order Documents as part of the E-Learning Software. Source codes are not included.

9.2 The nature of the E-Learning Software results from the Order Documents. The Academy shall not be responsible for ensuring that the E-Learning Software meets the Customer's expectations.

9.3 The prerequisite for the use of the E-Learning Software is the Customer's compliance with the technical system requirements. The technical system requirements for using the E-Learning Software are described in the Order Documents.

9.4 The Academy shall provide the Customer with the updates necessary to maintain the contractual compliance of the Services and inform the Customer thereof.

9.5 Insofar as the Customer is given the opportunity to upload content to the infrastructure of the Academy or subcontractors of the Academy within the scope of the E-Learning Software, Item 5 shall apply accordingly.

9.6 The contract shall be entered into via an online order for the E-Learning Software in the Academy's online store. The Customer can add the required E-Learning Solutions to the shopping cart. Through "Proceed to checkout" and completion of the paid order, a purchase contract is entered into between the Customer and the Academy for the required E-Learning Solutions. In the case of online ordering, the Order Documents shall be transmitted by email.

10. Rights of use

10.1 The Academy shall grant the Customer a non-exclusive right, limited in time, to use the E-Learning Software for the Customer's internal business purposes. This includes installing, loading and running the E-Learning Software in any IT environment. The Customer may only make copies of the E-Learning Software to the extent required for use in accordance with the contract and an appropriate number of backup copies. The Parties may agree on further rights of use in the Order Documents.

10.2 The right of use entitles the Customer to use the E-Learning Software for any number of employees. For clarification: This is a uniform right of use, not an unlimited number of individual rights of use. However, the Customer is prohibited from using the E-Learning Software for the training of persons outside the Company, unless the Parties agree otherwise in the Order Documents.

10.3 The Customer shall not be entitled to use the E-Learning Software to a greater extent than explicitly permitted under these GTC and the Order Documents, and, in particular, shall not be entitled (i) to make any changes to the E-Learning Software, (ii) to rent the E-Learning Software to third parties, or (iii) to grant sub-licenses for the E-Learning Software.

10.4 The Customer may only reverse engineer, decompile or disassemble the E-Learning Software, related documents and information with the prior written consent of the Academy. The Customer's right to decompilation pursuant to Section 69e German Copyright Act (UrhG) shall remain unaffected insofar as the Customer has initially requested the information necessary for the establishment of interoperability from the Academy and the

Academy has not provided such information within a reasonable period of time.

10.5 The Customer shall only be entitled to pass on the E-Learning Software if it renders all remaining copies of the E-Learning Software unusable.

10.6 Upon payment of the remuneration owed, the Academy shall grant the Customer a non-exclusive right, limited in term, to use accompanying materials provided to the Customer in accordance with the Order Documents for the Customer's internal business purposes, as well as to make a backup copy thereof.

11. Right of withdrawal for consumers

11.1 When concluding a distance selling transaction, consumers generally have a statutory right of withdrawal, about which the Academy provides information below, in accordance with the statutory model. Item 11.2 contains the withdrawal instructions in the event that the E-Learning Software is delivered in an executable, compiled form on a data carrier. Items 11.3 and 3 contain the withdrawal instructions in the event that the E-Learning Software is provided via a download option. The exceptions to the right of withdrawal are set out in Items 11.2i, 11.2ii and 3.3. The sample withdrawal form is available in Item 3.2.

11.2 In the event of delivery on a durable medium, the Academy shall provide instruction on the statutory right of withdrawal as follows:

WITHDRAWAL INSTRUCTIONS

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period shall be fourteen days from the day on which you or a third party named by you, who is not the carrier, has taken possession of the goods.

To exercise your right of withdrawal, you must inform us (TÜV SÜD AKADEMIE GmbH, Westendstraße 160, 80339 Munich, Germany, email: akd.confirmation@tuvsud.com, Tel. +49 (0) 89 5791 2388) by means of a clear declaration (e.g. a letter sent by mail or an email) about your decision to withdraw from this contract. For this purpose, you may use the enclosed sample withdrawal form (see Item 3.2), which is, however, not mandatory.

To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal period has expired.

Consequences of withdrawal

If you withdraw from this contract, we shall reimburse you for all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the convenient standard delivery offered by us), without undue delay and no later than within fourteen days from the day on which we received the notification of your withdrawal from this contract. For this refund, we shall use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged any fees for this refund.

We may refuse to refund you until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earliest.

You must return or hand over the goods to us immediately and in any case no later than within fourteen days from the day on which you notify us of withdrawal from this contract. The deadline is met if you send the goods before the period of fourteen days has expired.

You bear the direct costs of returning the goods.

i. **The right of withdrawal shall not apply to a contract for the delivery of computer software in a sealed package if the seal has been removed after delivery.**

ii. In addition to the statutory provision and the above examples, the following applies for the sake of clarification or exclusively for the benefit of the Customer:

- To the extent that the right of withdrawal is not excluded according to the statutory provision, the Customer can also exercise the contract only with regard to individual goods ordered and delivered together and retain the right otherwise. Withdrawal from the entire contract is not required in these cases.
- In the case of partial deliveries of several goods ordered at the same time, the cancellation period begins upon delivery of the last goods. The same shall apply if goods are delivered in several partial shipments or pieces. If only one item is delivered, the withdrawal period shall begin with the delivery of this item. In all cases, the Customer can also declare withdrawal before delivery.

11.3 In the event of provision by download, the provisions in Item 3 shall apply.

12. Warranty

12.1 The rights of the Customer in the event of material defects and defects of title shall be governed by the statutory provisions, unless otherwise stipulated below.

12.2 The limitation period for warranty claims shall commence upon delivery of the E-Learning Software if it is purchased on a data carrier, and upon provision of the download option and notification of the Customer if it is purchased by download.

12.3 The Academy warrants that the E-Learning Software complies with the specifications in the Order Documents when used in accordance with the contract (in particular in accordance with Item 9.3). The Customer is aware that software is never completely error-free.

12.4 The Customer shall report 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 as well as the effects of the defect should be specified.

12.5 Should the E-Learning Software have defects, the Academy shall first be entitled to subsequent performance. Subsequent performance may be effected, at the Academy's discretion, by correcting the E-Learning Software itself, by redelivering the entire E-Learning Software or individual parts thereof.

Corrections may also be made by giving instructions to the Customer by telephone or in writing, by remote data transmission or by sending data carriers with correction software, provided that this type of subsequent performance does not involve any considerable inconvenience for the Customer.

A workaround shall also be deemed to be a rectification, provided that the performance of the E-Learning Software is not impaired thereby.

The Customer shall be obliged to support the Academy within the scope of its warranty work to an appropriate extent, in particular to provide the necessary information, documents and work equipment in good time.

12.6 If the Customer claims a defect in the E-Learning Software and if it turns out in the course of the Academy's work and analyses that a malfunction claimed by the Customer was not due to a defect in the E-Learning Software, the Academy shall be entitled to charge the Customer for the expenses incurred in the course of its work in accordance with the Academy's current service price lists, provided that the Customer is at fault.

12.7 If the first attempt to remedy the defect is unsuccessful, the Customer shall be entitled to claim a reduction in price or to terminate the contract.

12.8 If a defect in the E-Learning Software consists of an infringement of third-party rights, the Academy is obliged, at its own discretion and expense, to (i) procure sufficient rights of use for the Customer so that the Customer can continue to use the E-Learning Software essentially in accordance with the contract, or (ii) adapt the E-Learning Software so that it no longer infringes the rights of third parties but still complies with the quality specified in the order form.

12.9 Warranty rights do not exist insofar as a defect is based on a use of the E-Learning Software by the Customer that goes beyond the use permitted under these GTC.

13. Remuneration

The Customer shall be obliged to pay the Academy the agreed remuneration for the use of the E-Learning Software. The details of the remuneration agreed in each case can be found in the Order Documents.

14. Maintenance and updates

14.1 In the case of the Purchase Model, the Parties may agree on the provision of maintenance services, which may exceed the statutory obligation to update in accordance with Section 327f German Civil Code (BGB) and may include changes to the E-Learning Software by the Academy in a separate maintenance agreement. In this case, the Academy shall also provide services for the elimination of errors in the software in accordance with Item 6.2 for the version of the E-Learning Software acquired in the Purchase Model for the term of the maintenance agreement – irrespective of the duration of the warranty in accordance with Item 11.2.

14.2 In addition, the Academy shall regularly provide the Customer with new versions of the E-Learning Software as part of maintenance. The Customer shall be obliged to install new versions of the E-Learning Software delivered by the Academy as part of the maintenance. If the Customer fails to comply with this obligation, the Academy's obligation to remedy defects shall lapse, unless the defects in question would not have been remedied even by installing the new version.

14.3 Item 3 shall apply accordingly to the term of the maintenance services.

14.4 The remuneration owed by the Customer shall be specified in the Order Documents.

15. Special provisions for app use

15.1 Insofar as the E-Learning Software is made available to the Customer in the form of an app, or access to the E-Learning

Software is provided through an app, the following provisions shall also apply to this app.

15.2 If the Customer uses the app to access the SaaS model, Item 2 shall apply with regard to the rights of use to the app. If the app is made available to the Customer under the Purchase Model, Item 10 shall apply to the Customer's rights to the app.

15.3 The app offer shall be accessible via mobile applications for cell phones or tablets running the Apple iOS or Android operating system. The Academy shall be free to provide access via other operating systems.

15.4 The app may contain third-party content, which the Academy will label accordingly. The Academy does not review third-party content for completeness, accuracy or legality and does not assume any responsibility or warranty for the completeness, accuracy, legality or timeliness of the third-party content. This also applies with regard to the quality of the third-party content, its suitability for a particular purpose, and also insofar as it concerns third-party content on linked external websites.

15.5 The app may contain links to external third-party websites over whose content the Academy has no control. Therefore, the Academy cannot assume any liability for this external content. The respective provider or operator of the pages is always responsible for the content of the linked pages. The linked pages have been checked for possible legal violations at the time of linking. No illegal content was recognizable at the time of linking. However, permanent monitoring of the content of the linked pages is not reasonable without concrete evidence of a violation of the law. If we become aware of any violations of the law, we will remove such links immediately.

15.6 The Customer shall procure the technical requirements necessary for use (e.g. Internet connection, cell phone connection) on its own responsibility and at its own expense.

15.7 Insofar as in app purchases are provided for in the app, the Customer shall have the option to purchase additional modules or media content for the app directly via the Apple App Store or Google Play via the built-in app purchase function.

Section 3 – General provisions

16. Contractual partners, delivery restrictions

16.1 The operator of the E-Learning Solution and contractual partner of the client is TÜV SÜD AKADEMIE GmbH, Westendstraße 160, 80339 Munich, Germany, registered in the Commercial Register of the Munich District Court under HRB 78528, represented by Jürgen Merz, Jörg Schemat, VAT ID no.: DE 162 464 530.

16.2 The Customer can contact the Academy as follows:
Email: akademie@tuev-sued.de, Tel.: +49 (0) 89 5791 2388

17. Modules and materials contained therein

17.1 The Academy shall enable the Customer to use the modules ordered by the Customer within the framework of the E-Learning Solution. Which modules the Customer has booked can be seen in each case from the Order Documents.

17.2 Insofar as the modules contain copyrighted materials, the Customer shall receive a non-exclusive right to use these to the extent necessary for the contractual use of the modules.

18. Terms and conditions of remuneration and payment

All prices are inclusive of statutory value added tax. Invoices shall be due for payment 30 days after receipt.

19. Liability

19.1 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.

19.2 Unless otherwise stipulated in this contract, 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.

19.3 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.

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

20. Other services

20.1 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 20 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. The details shall result from the Order Documents, unless more detailed provisions are made therein, the services are to be remunerated according to time and material on the basis of the general hourly rates of the Academy.

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

20.3 Unless explicitly stated otherwise in the Order Documents, the Academy shall take action in each case, but not in order to achieve a specific success.

20.4 The Academy shall grant 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 the Order Documents.

20.5 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 shall be the Customer's responsibility to ensure that appropriate consent has 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.

20.6 The Academy points out that the e-learning solution also offers the possibility of booking quizzes with the Academy and specifying which persons will be provided with the results of a quiz conducted by the employee. The Customer shall be responsible for the legally compliant setup of this information (in particular with regard to labor law and data protection law).

20.7 In the event that 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. If the Customer does not provide its cooperation or provision, the Academy shall also

be released from its obligation to provide the service concerned. Further claims of the Academy remain unaffected.

21. Confidentiality

21.1 The acquired (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. 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.

21.2 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.

21.3 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.

21.4 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 those third parties are authorized to disclose the information to the discloser.

22. Use of portals; blocking; indemnification

22.1 In order to provide contractual services, the Academy shall provide the Customer with portals that the Customer may use in accordance with the scope agreed in the Order Documents.

22.2 The Customer shall avoid all actions that could lead to threats to the security and stability of the portal or the systems of the Academy and its vicarious agents and shall not retrieve information or data, interfere with the software of the portal, penetrate data networks of the Academy and its vicarious agents or transmit any viruses, Trojans or other malware without authorization.

22.3 The Academy and its vicarious agents are entitled, without prior notice, to block the user's ability to use the portal, in whole or in part, insofar as this is necessary to establish a proper state. This may be the case, in particular, if facts suggest that the user has violated Item 22.2 or if such blocking is necessary due to legal requirements.

22.4 The Customer shall be liable to vicarious agents of the Academy for any damage caused by it or its vicarious agents that is based on a culpable violation of Item 22.2.

22.5 In addition, the Customer shall indemnify the Academy and its vicarious agents against all claims, damages and costs.

23. Force majeure

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 if the Party invoking force majeure recognizes during the suspension of the performance obligations, while exercising due diligence, 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 prescribed by law or if it is a counter-performance obligation within the meaning of sentence 1. Section 287 sentence 2 of the German Civil Code (BGB) (liability in the case of chance during the debtor's default) shall remain unaffected.

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

24.1 The place of jurisdiction for the assertion of claims shall be determined in accordance with the statutory provisions

24.2 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 conflict of laws of private international law (IPR) and the UN Convention on Contracts for the International Sale of Goods (CISG).

25. Miscellaneous

25.1 Offsetting shall only be possible with regard to undisputed or legally established claims.

25.2 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.

25.3 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.

25.4 The Academy is not obliged to perform the services under this contract itself and shall be free to subcontract any or all of the services.