

## Terms and Conditions

### Scope

These conditions of attendance shall form the contractual basis for all training courses offered by Open Text GmbH and Open Text Software GmbH (hereinafter "Open Text"), Werner-von-Siemens-Ring 20, 85630 Grasbrunn. Open training sessions are seminars that are held, based on an open registration list, under the responsibility of Learning Services in the rooms provided by Open Text.

The Open Text general terms and conditions for services (AGB Services) shall apply to training sessions held by employees on the customer's premises.

### 1. Application, confirmation

#### 1.1 Registration by the customer

The written applications, including the name of a contact person, are to be sent no later than 2 working days before the start of the course by fax, e-mail or via the Internet to Open Text (Learning Services) to the following address:

#### **Open Text GmbH**

Learning Services  
Werner-von-Siemens-Ring 20  
85630 Grasbrunn  
Phone: +49 (0) 89-4629-1472  
Fax : +49 (0) 89-4629-1400  
www.opentext.de or www.opentext.com

#### **Open Text Software GmbH**

Learning Services  
Werner-von-Siemens-Ring 20  
85630 Grasbrunn  
Phone: +49 (0) 89-4629-1472  
Fax : +49 (0) 89-4629-1400  
www.opentext.de or www.opentext.com

#### 1.2 Maximum number of participants

Depending on the course subject and room size, a maximum of between 8 and 12 people may participate.

#### 1.3 Confirmation of registration, binding effect

The customer will receive confirmation of registration without delay. The applications are considered in the order in which they are received. If courses are booked out, the customer will be notified and informed of the next available dates. The registration is deemed to be binding upon receipt of the confirmation of registration from Open Text (Learning Services). By sending the written application, the customer acknowledges these conditions of participation.

#### 1.4 Notices

All notices are sent to the contact person designated by the customer.

### 2. Booking changes

#### 2.1 Free booking changes

The customer may change bookings for open training courses to another training date without charge up to 10 working days before the start of the course.

In the event of changes notified less than 10 working days before the start of the course, Open Text will charge a processing fee of € 100.00 plus VAT. The entire course fee is due, if changes are notified 3 working days or less before the start of the course.

#### 2.2 Number of booking changes

A booking change can be made a maximum of two times. A course booking once changed can only be cancelled for a processing fee of 100 % of the course fee.

### 3. Withdrawal, cancellation

#### 3.1 Cancellation fee

The customer may cancel participation in writing at no cost up to 16 working days before the start of the course. From the 15th working day until the 11th working day before the start of the course, the customer will be liable to pay 50% of the course fee as a cancellation fee. The entire course fee is due if cancellation is received 10 working days or less before the start of the course.

#### 3.2 Substitute participant.

A substitute participant can be designated without any additional costs.

#### 3.3 Cancellation by Open Text

If any events occur which would make it technically or commercially unacceptable for Open Text to render its services, the course can be cancelled by Open Text (Learning Services) in writing to the designated contact person no later than five working days before the course start date. If the course cannot be postponed, course fees already paid will be reimbursed. Any further claims are excluded.



## Learning Services

### 3.4 Premature termination

If Open Text has to terminate a commenced training course for an important reason, the customer may repeat the same course at a later date; the training fee is only due once. If the customer incurs additional costs due to such interruption (e.g. travel costs, accommodation), these can be invoiced to Open Text against submission of the original receipts. Any further claims are excluded.

## 4. Training courses

### 4.1 Training services

Courses that are held in the Learning Services training centre of Open Text include the following services:

- training by a trainer,
- provision of training documents and
- use of the training systems and
- beverages and lunch.

These services are settled in full with the training fees.

### 4.2 Venue

Unless otherwise indicated in the confirmation of registration, the venues are:

BEACONSFIELD  
Grasvenor House  
Horseshoe Crescent  
Beaconsfield  
Buckinghamshire  
England HP9 1LJ

MUNICH  
Learning Services  
Technopark 2  
Werner-von-Siemens-Ring 20  
D-85630 Grasbrunn b. Munich

BADEN  
Baederstr. 27  
5400 Baden

### 4.3 Schedule

Courses commence at 9.00 a.m. and finish at 5.00 p.m. unless otherwise indicated in the confirmation of registration. Lunch breaks are taken by arrangement.

### 4.4 Changes in services

Open Text reserves the right to slightly modify the services specified in the relevant offer or the valid course brochure and to make changes in the date and place by sending an advance notice in time. If the participant cannot take part due to a change in the date or place, he/she shall be entitled to register at no cost for a date with the same course number.

## 5. Course fees, invoicing and payment

### 5.1 Course fees

Course fees are stated in the local currency excluding tax. Tax must be added at the applicable rate. Fees are based on the valid offer of Open Text.

Open Text shall be entitled to change the prices for future training courses.

### 5.2 Invoicing and terms of payment

The course fees are to be transmitted no later than five working days before the start of the course.

Please note: Your request does not guarantee your seat in the class. Seats are filled based on time of registration and receipt of payment guarantee. We will contact you by email to confirm your registration.

Fees will not be reduced for participants who only partially attend a course.

### 5.3 Delay, interest on arrears and other consequences of delay

A payment is overdue, if the fee is not paid within 30 days after maturity pursuant to point 5.2 and receipt of an invoice or equivalent payment notice.

In the event of late payment, Open Text will invoice interest on arrears at the applicable legal rate.

If the customer is in delay with due payments, Open Text is entitled to request advance payments or securities for other training services purchased.

### 5.4 Training credit

The customer must consume a training credit balance within 12 months after conclusion of the contract, unless this is unreasonable for the customer.

## 6. Course documents/copyright

Open Text reserves all rights in the training documents, including the rights of translation, reproduction and duplication of the entire documentation or any parts thereof. Without the written consent of Open Text, no part of the training documents may be reproduced for the purposes of the training course or otherwise in any way, made available to third parties or, particularly through the use of electronic systems, processed, duplicated, distributed or rendered public. Open Text reserves the right to update or modify the contents of the courses and the course documents.



## Learning Services

### 7. Data protection

The customer agrees to the capture, processing and use of his/her personal data within the meaning of the German Data Protection law, insofar as this is necessary to render, perform and invoice the training services rendered by Open Text.

### 8. Liability

#### 8.1 Unlimited liability

The liability of Open Text for damage caused by Open Text or one of its assistants or legal representatives based on intention or gross negligence is not limited in its amount. In addition, the liability of Open Text for severe organisational fault, when granting a warranty and for personal damage, independent of the degree of fault, is unlimited as well.

#### 8.2 Limited liability

In cases other than those mentioned in point 8.1, the liability of Open Text for a slightly negligent breach of material contractual duties and slightly negligent, considerable breach of duty is limited to the foreseeable damage typical under such agreements.

#### 8.3 Waiver of liability

In cases other than those mentioned in point 8.1 or 8.2, the liability of Open Text for an inconsiderable breach of duty and negligent breach of immaterial contractual duties and slightly negligently caused defects and inconsiderable defects is excluded.

#### 8.4 Contributory fault

If damage is both due to the fault of Open Text and the fault of the customer, the customer shall be responsible for its contributory default.

### 9. Final provisions

#### 9.1 Offset

The customer is only entitled to offset any claims made by Open Text with undisputed or legally effective claims.

#### 9.2 Applicable law

This agreement shall be subject to German law. The provisions of the UN Convention on Contracts for the International Sale of Goods are excluded.

#### 9.3 Place of jurisdiction

The place of jurisdiction is the LG München I (District Court Munich I).

#### 9.4 Written form

Any changes in and supplements to this agreement must be made in writing. This shall also apply to any changes in this clause.

#### 9.5 Salvatory clause

If individual provisions of this agreement are or become totally or partially invalid or unenforceable, the validity of the remaining provisions this agreement shall not be affected. The same shall apply, if the agreement contains a regulative gap.

