

Terms and Conditions

Scope

These conditions of participation shall form the contractual basis for all training courses offered by Open Text Software GmbH (hereinafter "OT").

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 OT.

The OT Professional Services Agreement 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 two (2) working days before the start of the course by fax, email or via OT's website under "Training and Learning Services" to the following address:

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
Training_DACH@opentext.com

Open Text UK Ltd.

420 Thames Valley Park Drive
RG6 1PT Reading
Phone: +44 118-984-8000
Fax: +44 118-984-8599
www.opentext.com
Learningservices_europe@opentext.com

The customer shall register with the OT entity where the open training session the customer wishes to book is held.

1.2 Maximum number of participants

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

1.3 Confirmation of registration, binding effect

The customer will receive confirmation of registration without delay. Registration does not guarantee a seat in the course. By sending the written application, the customer acknowledges these conditions of participation. 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 OT (Learning Services) only.

1.4 Notices

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

2. Booking changes

2.1 Booking changes

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

In the event of changes notified less than ten (10) working days before the start of the course, OT will charge a processing fee of € 100.00 plus VAT per participant. The entire course fee is due, if changes are notified three (3) working days or less before the start of the course.

2.2 Number of booking changes

A booking change can be made maximum two (2) 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 sixteen (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 ten (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 any time.

3.3 Cancellation by OT

If any events occur which would make it technically or commercially unacceptable for OT to render its services, the course can be cancelled by OT (Learning Services) in writing to the designated contact person no later than five (5) 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.



3.4 Premature termination

If OT 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 for travel and accommodation due to such interruption, OT will reimburse those costs 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 OT include the following services:

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

These services are settled in full with the training fees.

4.2 OT training locations Learning Services

Unless otherwise indicated in the confirmation of registration, the OT training locations Learning Services are:

Open Text Software GmbH
Learning Services
Technopark 2
Werner-von-Siemens-Ring 20
D-85630 Grasbrunn b. Munich

Open Text UK Ltd.
420 Thames Valley Park Drive
RG6 1PT Reading
UK

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

OT 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 OT.

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

5.2 Invoicing and terms of payment

German Customers: The customer will be invoiced for a training date after Learning Services has started to provide the service. After receipt of such invoice it has to be paid within thirty (30) days to the bank account specified on the invoice.

Customers from other countries: The course fees are to be transmitted no later than five (5) working days before the start of the course.

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

5.3 Delay, interest on arrears and other consequences of delay

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 twelve (12) months after conclusion of the contract, unless this is unreasonable for the customer.

6. Training documents/copyright

OT reserves all rights in the training documents in whole or in part, including the rights of translation, reproduction, duplication and publication.

Without the written consent of OT, no part of the training documents may be reproduced for the purpose of internal training of other employees through the participant or otherwise in any way, made available to third parties or, particularly through the use of electronic systems, processed, duplicated, distributed or rendered public.

OT reserves the right to update or modify the contents of the courses and the course documents.

7. Data protection

The customer agrees to the collecting, processing and using 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 provided by OT.



8. Liability

OT's total liability for any and all claims shall be subject to the limitation set out herein:

8.1 Unlimited liability

OT shall be liable without limitation (a) in the event of intentional acts and gross negligence; (b) in the event of damage or loss arising from death or personal injury irrespective from the level of culpability; or (c) in case of acceptance of a guarantee by OT or (d) in case of fraudulent concealment of known defects.

8.2 Gross negligence and cardinal obligations

In addition, OT shall be liable without limitation in case of a material breach of contractual obligations which jeopardize attainment of the contractual purpose (cardinal obligations) to the extent that OT acted gross negligently.

8.3 Simple negligence and cardinal obligations

OT shall be liable for a breach of cardinal obligations in case of only simple negligence up to the limited extent that is typically contractually foreseeable.

8.4 Other cases

If none of the cases specified in sections 8.1, 8.2 or 8.3 applies, OT's liability is excluded.

8.5 Statute of limitation

The statutory period of limitation shall be applicable.

8.6 Contributory negligence

If a damage or loss is attributable both to fault by OT and to fault by the customer, customer must allow its contributory negligence to be taken into account.

8.7 Product Liability Act

Liability under the Product Liability Act is not affected.

8.8 Liability for third parties acting

If OT's liability is excluded or limited, this also applies to the personal liability of OT's employees, representatives and vicarious agents.

9. Final provisions

9.1 Offset

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

9.2 Applicable law

Conditions of Participation „Training“, Version 2.0, version of December 2016

These conditions of participation are governed by the laws of the Federal Republic of Germany excluding (a) its conflicts or choice of law rules, and (b) the United Nations Convention on Contracts for the International Sale of Goods (CISG) from 11.04.1980.

9.3 Place of jurisdiction

Except for a request by OT for injunctive or other equitable relief, any dispute arising out of these conditions of participation will be subject to the exclusive jurisdiction of the district court Munich I. The prevailing party in any litigation related to these conditions of participation will be entitled to its reasonable attorney's fees and court costs.

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 section 9.4.

9.5 Severability

If any provision of these conditions of participation are deemed contrary to applicable law or unenforceable by a court of competent jurisdiction, the provision will be severed from these conditions of participation and all remaining provisions will continue in full force.

