

1. Contracting parties

- 1.1. "EPLAN" in the sense of these Terms and Conditions is the EPLAN company named in the respective order confirmation and which establishes a contractual relationship with the Contracting Party on this basis.
- 1.2. "Contracting Party" in the sense of these Terms and Conditions is the person, the company, the merchant, the legal entity under private or public law or the special fund under public law named as a Contracting Party of EPLAN in the order confirmation or registered as a user on the EPLAN cloud platform.
- 1.3. "Affiliated Companies" in the sense of these contract conditions are legally independent companies that a) hold the majority of the shares or the majority of the voting rights in another company (majority shareholding) as well as such companies that are under such a majority shareholding, or b) that can directly or indirectly exercise a controlling influence on another company (controlling relationship) as well as such companies that are under such a controlling relationship, or c) that are under joint management or are otherwise dependent on each other.

2. Subject matter of the contract, conclusion of the contract

- 2.1. These terms and conditions for training services (hereinafter "GTC EPLAN Training") apply for the performance of training services
 - at EPLAN training centers,
 - at on-site trainings at the Contracting Party (hereinafter "face-to-face" trainings),
 - as Online trainings through certified EPLAN trainers
 - as training courses performed by means of "EPLAN e-Learnings".

These GTC EPLAN Training apply exclusively. General Terms and Conditions of the Contracting Party shall be hereby expressly excluded. General Terms and Conditions of the Contracting Party shall not become part of the contract, even if EPLAN has not expressly contradicted them.
- 2.2. All offers made by EPLAN are subject to change and non-binding. This shall also apply if EPLAN has provided the Contracting Party with product descriptions that have currently valid prices. An order submitted by the Contracting Party represents an offer made to EPLAN to participate in the course chosen by the Contracting Party under these GTC EPLAN Training. All orders made by the Contracting Party shall be subject to subsequent acceptance by EPLAN. Ordering a course is either made via the registration form provided on the website or in at least the electronic form (e.g. e-mail). EPLAN will not accept the offer effectively until EPLAN has confirmed the participation of the Contracting Party. The acknowledgement will lead to a service contract between EPLAN and the Contracting Party. After acknowledgement EPLAN will provide an online link to the Contracting Party which shows the access data or route description for the specific training location.
- 2.3. EPLAN offers trainings to the Contracting Party as face-to-face trainings in a location selected by EPLAN, on the premises of the Contracting Party or as Online training. e-Learning media may be used in all event forms.

- 2.4. If the trainings take place on the premises of the Contracting Party, it is the sole responsibility of the Contracting Party to create the necessary conditions for the access to the courses (e.g. in regard to the hardware used and operating system software, the connection to the Internet and the assurance of the connection speed, the current browser software and the acceptance of the cookies transmitted by the EPLAN server). The Contracting Party in this regard bears all costs in connection with the fulfillment of these technically required prerequisites. On request, EPLAN will inform the Contracting Party about the respective browser to be used.
- 2.5. If the trainings take place in a location selected by EPLAN, the number of participants is limited due to the room capacities. The corresponding registrations are therefore registered by EPLAN in the sequence they were entered in the system.
- 2.6. The contract concluded between EPLAN and the Contracting Party must not be transferred or assigned to a third party without prior written consent by EPLAN (which may not be denied unfairly) as long as the transferee or assignee is not a legal successor due to a merger, transfer, amalgamation, acquisition, legal reorganization, sale of assets or acquisition of substantially all of its assets to which the subject of these contractual conditions refer.

3. Conditions for Online trainings

- 3.1. If Online trainings are performed, the credentials for the trainings are communicated electronically and password protected to the Contracting Party. The credentials are only valid for one user each. The Contracting Party is obliged to keep the credentials and the passwords secret and prevent the unauthorized use of the courses by third parties. In case of misuse, EPLAN is entitled to block the access. The Contracting Party is liable for any misuse according to legal regulations.
- 3.2. The Contracting Party is responsible to provide the technical setup for accessing the trainings, in particular regarding the hardware used and the operating system software, the connection to the Internet including safeguarding the connection speed, the current browser software and the acceptance of cookies transmitted by the EPLAN server. The Contracting Party thus bears all costs in connection with the fulfillment of these requirements. On request, EPLAN will inform the Contracting Party about the respective browser to be used.
- 3.3. Online trainings in the form of e-Learnings are generally available seven days a week and 24 hours a day, with a 98% calculated, but not guaranteed, availability for the calendar year.
- 3.4. For Online trainings, the Contracting Party receives a simple usage right for the participation in the respective training, limited to the duration of the training, which cannot be transferred to third parties.
- 3.5. The participation and usage right for a training course includes access to the ordered course as well as the right to retrieve (Online) learning content for each individual's own learning purpose by a data processing device (computer) belonging to the Contracting Party or a third party.
- 3.6. The participation in EPLAN trainings is restricted to the Contracting Party. The retrieved documents must only be used for each individual's own use.

- 3.7. Any disclosure of the training contents or documents is prohibited, in particular the selling, renting, leasing or hiring of trainings. .
- 3.8. It is not permitted to collect, duplicate, or copy elements of computer programs belonging to the training to other data carriers or save them on a retrieval system for the unauthorized access by third parties.

4. Training fees

- 4.1. The training fees will be invoiced before the start of the training and are due according to the payment period outlined in the invoice.
- 4.2. Withdrawals from trainings must be indicated to EPLAN at least fourteen (14) days before the start of the training. Withdrawals after this date, or non-participation, are calculated as cancellation fees at a flat rate of 25% of the respective training fee.
- 4.3. If the participant is prevented from attending a course, EPLAN may allow the participant to transfer to the next course offered by EPLAN, even after the aforementioned date, provided that an objectively justified reason is provided. In this case the immediate settlement of the full invoice amount is required. The Contracting Party may also choose to provide a replacement participant.

5. Training units/training packages

- 5.1. The individual training units/training packages must be taken in total within a time frame of a maximum of six (6) months from the date of issue of the confirmation of the participation, otherwise the entitlement to perform the outstanding training units/training packages is omitted.
- 5.2. An entitlement to refund or crediting or offset of possible payments already made does not exist after expiration of the previously mentioned six (6) months period.

6. Services

- 6.1. Costs for the training, training material (and for face-to-face trainings, the catering during trainings) is included in the training fee. EPLAN reserves the right to further develop the software and its contents, and to make other minor adjustments to the training program in the meantime.
- 6.2. Unless otherwise agreed, trainings within the premises of the Contracting Party do not include the catering.

7. Cancellation of a training

- 7.1. EPLAN reserves the right to cancel the training for the confirmed date due to brief absence of the trainer (e.g. illness), or low number of participants (fewer than 3) or force majeure. In this case, EPLAN will arrange a replacement date with the Contracting Party.

- 7.2. The Contracting Party is notified within a reasonable time about a replacement date and preferred dates by the Contracting Party are considered accordingly. In these cases, EPLAN cannot be obliged to pay compensation for accommodation expenses and loss of working hours.

8. Copyrights

The provided training documents are protected by copyright and must only be used for personal use through the participants of the trainings. They shall neither be copied without EPLAN's permission nor used in any other way without prior written consent.

9. Liability

- 9.1. EPLAN SHALL ONLY BE LIABLE IF EPLAN IS AT FAULT, UNLESS THE LAW PROVIDES FOR LIABILITY EVEN WITHOUT FAULT.
- 9.2. EPLAN SHALL BE LIABLE WITHOUT LIMITATION FOR INTENT AND GROSS NEGLIGENCE.
- 9.3. IN THE EVENT OF A DEGREE OF FAULT WHICH FALLS SHORT OF SECTION 9.2 (SIMPLE NEGLIGENCE), EPLAN SHALL BE LIABLE
- A) UNLIMITED IN CASE OF INJURY TO LIFE, BODY OR HEALTH;
- B) LIMITED TO COMPENSATION FOR THE FORESEEABLE, TYPICALLY OCCURRING EXTENT OF DAMAGE FOR OTHER DAMAGE ARISING FROM THE BREACH OF AN ESSENTIAL CONTRACTUAL OBLIGATION. AN ESSENTIAL OBLIGATION IS AN OBLIGATION THE FULFILLMENT OF WHICH MAKES THE PROPER PERFORMANCE OF THE CONTRACT POSSIBLE IN THE FIRST PLACE AND ON THE MAINTENANCE OF WHICH THE OTHER CONTRACTING PARTY JUSTIFIABLY RELIES.
- 9.4. IN ADDITION TO SECTION 9.3, EPLAN SHALL BE LIABLE EXCLUSIVELY FOR DIRECT PROPERTY DAMAGE UP TO A MAXIMUM OF THE RESPECTIVE ORDER TRAININGS AMOUNT PER DAMAGING EVENT, WHEREBY THE LIABILITY FOR THE ENTIRETY OF ALL DAMAGING EVENTS WITHIN A CALENDAR YEAR SHALL BE LIMITED TO \$ 100,000 USD. LIABILITY FOR FINANCIAL LOSS AND ANY KIND OF CONSEQUENTIAL DAMAGE IS EXCLUDED, IN PARTICULAR FOR LOSS OF PROFIT, FOR DAMAGE RESULTING FROM LOSS OF PRODUCTION AND FOR DAMAGE INCURRED BY THIRD PARTIES.

10. Confidentiality and data protection

- 10.1. The contracting parties strictly undertake to keep secret and not disclose to third parties all information which they receive directly and indirectly in connection with the respective

contract, or in relation to the execution, and which are of technical, financial or otherwise business-related or confidential nature; Affiliated companies to the contracting parties shall not be regarded as third parties. Furthermore, it is prohibited for the contracting parties to use the received information for purposes other than those explicitly stated in the contract.

- 10.2. This obligation of secrecy does not pertain to information which is obvious, which was already known to the party, which the party has obtained in legally permitted ways from other sources, or which they have developed themselves without infringement of confidentiality obligations. The obligation of proof shall be on the party who invokes this.
- 10.3. These obligations for complete secrecy and confidentiality remain unchanged for a period of 5 years after termination of the respective contract.
- 10.4. EPLAN shall be entitled to collect, process, and save personal data of the Contracting Party under compliance of the conditions within the applicable data protection laws, guidelines, and other regulations.
- 10.5. If EPLAN performs any evaluations of the Contracting Party data, EPLAN will only perform these evaluations to the extent permitted by data protection laws.

11. Closing provisions

- 11.1. EPLAN may, at its own discretion, and under consideration of the justified interests of the Contracting Party, assign services to subcontractors selected by it. EPLAN is responsible for the services of these subcontractors in the same way as for its own services.
- 11.2. Changes and additions to these contractual terms, and/or the respective contract, must be made in writing (including telefax and e-mail) and must also be expressly marked as such. This shall also apply to any amendment to this clause. No verbal subsidiary agreements have been made.
- 11.3. These Terms and Conditions shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without regard to any conflicts of legal principles that may require the application of the laws of any other jurisdiction. The UN Sales Law of April 11, 1980 (Vienna CISG Convention) shall be excluded.
- 11.4. If the Contracting Party is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from and in connection with this contract shall be the state or federal courts for the registered office of EPLAN. If EPLAN files a lawsuit, EPLAN shall also be entitled to file suit against the Contracting Party in the state or federal courts for the Contracting Party's place of business or registered office. The Contracting Party irrevocably consents to the exclusive personal jurisdiction of the courts described in this Section 11.4.

As of: January 2022