

## These terms and conditions apply in addition to the General Terms and Conditions of Sale

### TERMS AND CONDITIONS FOR ACADEMIC USE

1. **GENERAL.** If software is obtained under an academic offering, Buyer shall make the Goods available to its representatives and/or students for educational purposes only. Buyer may not use, and shall not permit use of, the Goods for commercial, research, industrial purposes or for government contracts, for either profit or non-profit purposes.
2. **NON-COMPLIANCE.** Seller reserves the right to rescind Buyer's right to use the Goods if Buyer fails to comply with any of the terms and conditions herein.
3. **PRODUCT SUPPORT & MAINTENANCE.** Buyer will have access to software updates and technical support for the full period of the license. In addition, Buyer must appoint a representative for technical support. A maximum of ten (10) service requests per year are permitted.
4. **MANDATORY TRAINING.** Buyer must also appoint at least one representative to complete a required online training course. Seller will provide the registration to the online training course free of charge to Buyer. Buyer's representative must complete the training course no later than three (3) months after Buyer's acceptance of Seller's Offer.

### TERMS AND CONDITIONS FOR TRAINING COURSES AND CONSULTANCIES

1. **SCHEDULING.** A request for training or consultancy (hereafter, "the Program") must include: (i) name and mailing address of Buyer, (ii) name, contact number(s), and e-mail addresses of the contact person(s) arranging the Program, (iii) the course name(s)/topic(s) (if applicable), (iv) preferred dates and at least one alternate date, (v) names and background information of trainees (maximum of ten (10) trainees) or persons receiving consultancy. Due to unforeseeable circumstances, Programs are occasionally rescheduled or postponed. Seller will, where possible, give notification of a rescheduling or postponement not less than two (2) weeks before the start of the Program. Seller will not be held responsible for any cancellation fees that may be incurred by the Buyer in the unlikely event that this happens.
2. **COSTS (AT BUYER'S LOCATION).** Buyer is responsible for the relevant expenses, including training course fees (if applicable) incurred by the training or consultancy representative (hereafter, the "Seller's Representative") for the Program at Buyer's location. Unless otherwise stated in writing, Seller's Offer will be a lump sum price that includes: (i) training course fees that include course preparation, copies of training materials, etc. (if applicable), (ii) air travel (if applicable), (iii) accommodation costs, (iv) meals at flat rate per day (per diem), (v) incidental costs including taxis, excess baggage costs (e.g., for shipping the Program materials, etc.), visas, etc., and (vi) car rental (if applicable), including taxes, fuel, parking, tolls, etc. Where needed, Buyer will also be responsible for providing a room, and computer hardware for the Program.
3. **CONFIRMATION (AT BUYER'S LOCATION).** The deadline for receipt of Buyer's Order, and payment (if required), is not less than four (4) full weeks before the Program is scheduled to start. Otherwise, Buyer may be liable for additional costs (e.g., higher air travel costs). Buyer's Order for the full amount is required in order for the Program preparations and travel arrangements for the Seller's Representative to proceed. Seller reserves the right to request payment before proceeding.
4. **CANCELLATION OR POSTPONEMENT (AT BUYER'S LOCATION).** Buyer should immediately contact Seller if the plans for the Program change. Please note that refunds cannot be issued. If the Program has to be cancelled or postponed, the following fees apply: (i) cancellation or postponement within four (4) weeks of the planned start date will result in a charge that is up to 50% of the total Program cost, (ii) cancellation or postponement within two (2) week of a planned start date will result in a charge that is up to 100% of the total Program cost. 15.1
5. **COST AND TRAVEL ARRANGEMENT (AT SELLER'S LOCATION).** The Program fee includes instruction and preparation time, materials, hardware, refreshments at coffee breaks, etc. Buyer is responsible for travel and accommodations costs and arrangements.
6. **CONFIRMATION (AT SELLER'S LOCATION).** Placement in a Program will be confirmed not less than two (2) weeks prior to the start of a Program. Buyer should not finalize any travel arrangements until after official confirmation has been received from Seller. Seller reserves the right to request payment before confirming placement in a Program.
7. **CANCELLATION (AT SELLER'S LOCATION).** If Buyer is unable to attend a Program, the Buyer is required to immediately contact Seller. Please note that refunds cannot be issued. If cancellation is made after payment is received, the money will be credited towards the Buyer's next Program, minus a non-refundable administration fee of \$100 / €100. If the Buyer fails to attend a Program for which the Buyer is registered, an invoice will be issued for the entire amount of the Program and other applicable expenses.
8. **GENERAL INFORMATION.** Unless otherwise informed, Programs run from 9am to 4pm daily. One hour is reserved for lunch break and two 15-minute breaks are reserved for refreshments. Refreshment breaks are taken in the morning and afternoon. Please note that Seller does not provide the lunch during training courses. Nor does Seller provide refreshments if the Program is not at the Seller's location. For Programs at Buyer's location, Seller will accommodate alternate daily programs.