



## Special Provisions for Training Courses, Webinars and Conferences

of  
**OMICRON electronics Deutschland GmbH**  
Goethestraße 20, 91054 Erlangen, Germany  
(hereinafter referred to as "OMICRON")

### 1 Validity

- 1.1 The following special provisions shall apply to all contracts, offers, and services provided by OMICRON in respect of training sessions, webinars and conferences (hereinafter referred to in summary as: "Services"). In addition to these special provisions, OMICRON's General Terms and Conditions shall apply, and can be examined online at [www.omicronenergy.com/en/legal/terms/](http://www.omicronenergy.com/en/legal/terms/).
- 1.2 In the event of contradictions, the concluded contract (quote and order confirmation; hereinafter "Individual Agreement") shall have priority over the special provisions and these shall have priority over the General Terms and Conditions.
- 1.3 These special provisions only apply in respect to companies conducting business activities with OMICRON.
- 1.4 In any case, the customer is responsible for stating its data accurately, truthfully and completely.
- 1.5 OMICRON distinguishes between the following types of Services: **Scheduled Training Courses** are advertised on the website (web shop) and are held as open seminars for all interested parties. **Customized Training Courses** are held on order of individual clients and designed for an individually agreed scope and content. Additionally, **Webinars** are conducted via an internet platform. These Webinars may be of two types, either Recorded Webinars or Live Webinars. Recorded Webinars are available for download from OMICRON's website. Live Webinars are advertised in the same way as Scheduled Training Courses and are held as open online seminars. **Conferences** are defined by OMICRON as events designed to facilitate a specific exchange of experience between specialists, for example user conferences, symposia and workshops in which not only OMICRON but also third parties may speak.

### 2 Scheduled Training Courses

- 2.1 The descriptions of the Services on the website are for information only. By registering, the customer makes a contractual offer. OMICRON shall notify the customer electronically if the contractual offer cannot be accepted. The customer agrees to receive notifications in respect of fulfilling the contract by e-mail.
- 2.2 To maintain the high level of training quality, the number of participants in all Training Courses is limited. Registrations shall be accepted in the order in which they are received.
- 2.3 Information concerning withdrawal, cancellation or alterations to agreements for Scheduled Training Courses can be found in section 7.5.1.

### 3 Customized Training Courses

- 3.1 In the case of training measures carried out abroad, OMICRON shall be entitled, at its discretion, to either withdraw from the contract or agree upon a new appointment with the customer in the event of security concerns (in particular travel warnings).
- 3.2 The customer must support the Services to be performed by OMICRON by contributing to and participating in the activities that, in particular but not exclusively, arise from the Individual Agreement.
- 3.3 Information concerning withdrawal, cancellation or alterations to agreements for Customized Training Courses can be found in sections 7.5.2 and 7.6.

### 4 Webinars

- 4.1 Webinars are currently offered free of charge. OMICRON reserves the right to restrict or suspend this free service should offering Webinars require excessively high IT performance.
- 4.2 The customer receives login data from OMICRON to allow the customer's participants access to a particular Webinar. Under no circumstances may such login data be passed to another party. The login data is for the exclusive use of one participant on one computer, to allow him/her to view, download or participate in a Webinar. Downloaded data and the login data may not be passed to third parties.
- 4.3 No legal entitlement exists in respect to any Webinar being provided.
- 4.4 The Webinar service includes a function that allows the recording of any audio, documents and other materials that may be shown or exchanged during the event. By participating in a Webinar, the customer automatically agrees to the making of such a recording. Should the customer not wish there to be such a recording, this issue should be resolved with OMICRON in at least five days prior to the Webinar, or else the customer should not participate in the Webinar.

### 5 Conferences

- 5.1 Information concerning withdrawal, cancellation or alterations to agreements for Conferences can be found in section 7.5.1.
- 5.2 The customer agrees (i) that OMICRON is entitled to make photographic and/or film recordings of its participants during Conferences

and to make audio recordings and to use these individually or together for advertising and marketing purposes, public relations or other commercial or business purposes; (ii) that OMICRON is entitled to use the above-mentioned photographs and recordings for the stated purposes domestically and abroad; (iii) to indemnify and hold harmless OMICRON, any subsidiary or affiliate of OMICRON, their respective management, employees and customers, and any commissioned advertising agencies, or their respective management and employees, from claims of any kind related in any way to the use of such photographs and/or sound recordings.

## 6 Scope of Services

- 6.1 OMICRON provides its Services largely, but not exclusively, in line with the following standards:
- 6.2 The content, quality and scope of the Services to be provided by OMICRON shall be as provided in the Individual Agreement.
- 6.3 Prices charged for Trainings or Conferences do not include other costs incurred in respect thereto, including the costs of travel, overnight accommodation, or parking etc., except as and to the extent otherwise stated in the Individual Agreement.
- 6.4 OMICRON reserves the right to modify the content of any service program in order to adapt it to the state of the art, with or without prior notice being given. This may lead to deviations arising from the Individual Agreement and from the course program.
- 6.5 Except where stated otherwise in the Individual Agreement, OMICRON uses exclusively its own systems for training purposes. Where the Individual Agreement stipulates the use of the customer's systems for training purposes, it shall be the responsibility of the customer to implement suitable and adequate protection mechanisms to protect these systems against destruction or damage, and from loss of data and similar mishaps. OMICRON accepts no obligation to check for such protection.
- 6.6 The customer is prohibited from extracting, copying, translating or reverse developing any software or documents or parts thereof made available to the customer for training or conference purposes. OMICRON likewise prohibits the customer from any utilization of such software, documentation or parts thereof that has not been expressly permitted in the Individual Agreement. The documentation also includes all the electronic knowledge products and learning systems given to the participants or made available via the Internet or by other means.
- 6.7 The intellectual property rights in all documents, teaching materials and software used in each particular Service, and all related copy-rights, patent rights, trademark rights or proprietary rights, shall be and remain OMICRON's sole and exclusive property.

## 7 Withdrawal, Cancellation and Alterations to Orders

- 7.1 OMICRON may withdraw from the Individual Agreement if the Service has to be canceled owing to illness of the trainer, if the minimum number of participants is not reached, for technical reasons or for other reasons beyond OMICRON's control, or if a creditworthiness or compliance check conducted by OMICRON yields a negative result as to the customer.
- 7.2 Before exercising the right to withdraw for reasons other than the customer's lack of creditworthiness or a negative compliance check, OMICRON shall endeavor to provide another suitable employee to provide the Service or to reschedule the Service for another date mutually agreed to by OMICRON and the customer.
- 7.3 OMICRON shall promptly notify the customer of any such changes.
- 7.4 In the event of withdrawal, funds paid in advance for Services that are canceled shall be refunded. There shall be no further rights or claims of the customer as a result of the withdrawal.
- 7.5 The customer must give written notice of any cancellations or changes to bookings for Services by the customer, and the following conditions shall apply to such cancellations or changes:
  - 7.5.1 Training Courses and Conferences: Since places on Scheduled Training Courses and Conferences cannot be filled at short notice, OMICRON reserves the right to apply a charge of 50% of the total cost for cancellations received in writing between 28 and 14 days before the start of the event and a charge of 100% of the total cost for cancellations received later than 14 days before the start of the event. The customer is entitled to nominate a substitute participant before the start of training, however, at no cost. Should it be necessary, after registration has been confirmed, to reschedule a Scheduled Training Course or Conference for reasons OMICRON is responsible, each of the customer's participants shall be entitled to withdraw their registration at no cost within a period of three (3) weeks after notice of such rescheduling.
  - 7.5.2 Customized Training Courses: Dates for Customized Training Courses may be canceled by the customer free of charge up to 90 days before the start of the event. OMICRON shall apply a charge of 25% of the invoice value for cancellations received in writing up to 30 days before commencement of training, and 50% for those received up to 15 days before. A charge of 100% of the invoice value will apply for cancellations made less than 15 days before the commencement of training. Where a customer does not make use of the entire Service, there shall be no right to refund for the unused portion of such Service.
- 7.6 Should the customer wish, after placing the order, to change the type or scope of the order, this shall be subject to the approval and agreement of OMICRON. The customer shall additionally be liable for the costs incurred thereby and to accept any rescheduling of dates that such change may necessitate.

## 8 Customer Obligations to Cooperate

- 8.1 The customer is obliged to make data backups as well as to avoid malware in line with current technology standards.
- 8.2 Should the customer not fulfill the obligations to cooperate described, or should it breach a currently unnamed obligation to cooperate that is nonetheless commercially reasonable under the circumstances, then OMICRON is authorized, at its discretion and in consideration of the interests of the customer:
  - 8.2.1 To adhere to the Individual Agreement by unilaterally amending the Services specified in the Individual Agreement,
  - 8.2.2 To cancel the provision of some or all of the Services, or
  - 8.2.3 To withdraw from the Individual Agreement.
- 8.3 The customers/participants shall observe the safety, regulatory and accident prevention regulations that apply at the place of the Training or Conference.

## **9 Dates and Deadlines**

- 9.1 The dates and deadlines set out in the Individual Agreement are binding for both contracting parties (except in the case of Webinars).
- 9.2 If the non-compliance with a particular performance time is the result of events beyond OMICRON's control (including strike or lockout), the performance deadlines specified in the Individual Agreement shall be postponed by the duration of the disruption, including an appropriate start-up phase.
- 9.3 The customer's failure to promptly accept within a reasonable time a Service duly offered by OMICRON shall be at the sole risk and expense of the customer.

## **10 Liability for Compensation for Damages due to Fault**

- 10.1 OMICRON shall be liable in line with statutory provisions up to a maximum total amount of EUR 1,000,000.00.
- 10.2 OMICRON considers its performance to be a service. OMICRON shall not be liable to the customer for a specific outcome or a specific achievement. Webinars shall be executed using software chosen by OMICRON (e.g. WebEx). OMICRON has no control over the availability and fault-free technical preconditions of this software. The customer acknowledges that 100% availability of the Webinars and of the OMICRON website is not technically possible. In general, however, OMICRON shall endeavor to keep the website available as constantly as possible. In particular, maintenance, security and capacity issues and events that are beyond OMICRON's control (e.g. faults on public communications networks, power failures etc.) may lead to short-term interruptions or to the temporary suspension of the services on the website.
- 10.3 Downloads are made at the customer's own risk. OMICRON does not accept any liability for damage caused through downloading, installing, storing or use of software or content from OMICRON's website.
- 10.4 OMICRON shall not be liable for direct, indirect and subsequent damage (in particular lost profit, sales losses, cost for replacement procurement, additional expenses and costs due as a result of the delayed provision of Services by OMICRON).
- 10.5 The above limitations of liability shall not apply where there is legally mandated liability against the customer in cases of intent and gross negligence.
- 10.6 The customer shall release OMICRON from all claims asserted by third parties in connection with the provision of Services in the customer's business and which are asserted against OMICRON. This does not apply where OMICRON itself is liable in line with the above provisions.
- 10.7 Where Services are provided in the customer's facilities, the customer is solely responsible for examining and determining in detail whether the maximum liability limits specified are sufficient to cover its risks, and if not for considering taking out an excess liability insurance plan.

## **11 Final Provisions**

- 11.1 OMICRON and the customer shall keep secret all confidential information of which it becomes aware during the provision of Services.
- 11.2 The customer acknowledges and agrees that OMICRON may store data from this contractual relationship for the purpose of data processing and reserves the right to provide any such data, to the extent necessary for the fulfillment of the Agreement, to third parties (i.e. insurance agencies) or to affiliates of the OMICRON group. OMICRON reserves the right to make use of knowledge gained from the performance of the Services for research purposes and for the further development of its own products. The customer declares its consent to the above.
- 11.3 Otherwise, the final provisions in accordance with OMICRON's General Terms and Conditions apply, in particular in terms of applicable law and jurisdiction.