

General terms and conditions of business of Tech Data (Schweiz) GmbH for Training Services

(For translation purposes only)



1. Definitions

"Tech Data Academy" is a business unit of Tech Data (Schweiz) GmbH providing education and training Services.

"Class" is an individually planned Training unit in a course.

"Content" is intellectual property of Tech Data Academy or other vendors (referred to collectively as "Providers"), including Training Materials, all revisions to Training Materials, manuals, instructor notes, literature, methodologies, electronic Training and case study images, policies and procedures, documentation, machine-readable instructions, components, data, audio-visual content (such as images, text, recordings, or pictures), and all other Training-related property created by Providers.

"Courses" are courses offered by Tech Data Academy.

"Customer" or "You" is any end user who registers with Tech Data Academy or concludes a contract for Services with Tech Data Academy, including individual Participants or companies, irrespective of whether the end user concerned actually takes part in a Class or Course.

"Instructor-Led Online Training" is an online Training which Participants attend by remote study, but which is led and supervised by an instructor.

"Private Training/Onsite" is an instructor-led training session for Participants from a company. A Private Training session is held at a Customer designated location, at a Tech Data Academy location, or another designated location.

"Public Training" is an Instructor-Led Training session for Participants from more than one company, priced individually, as published in the catalogue ("Catalogue") which Tech Data Academy publishes from time to time or on the training websites <https://academy.techdata.com/ch/training>.

"Self-Paced Virtual Training" is self-study provided via an electronic medium which Participants follow at their own pace.

"Services" means the provision of educational or training services offered by Tech Data Academy.

"Participant" is anyone who is actually registered on a Class or Course and who takes part in it.

"Training" is any Class or Course component of Tech Data Academy's education Services, including, but not limited to, any Private, Public, Online, or Self-Paced or Virtual Class(es) or Course(s).

"Training Material" comprises the Participant's manual, exercise documents, lab documents, presentation slides, and related Content that is delivered during a Class or Course.

"Subscription" delivers access to Virtual Training resources in a single packaged offering for a specified term.

"Virtual Training" is an online Training Course that is taken remotely by a Participant.

2. Scope

2.1 Tech Data Academy's Services (particularly teaching and Training) are provided subject to our general terms and conditions of business ('GTCs') below. The Customer's general terms and conditions of business themselves do not apply, even if the Customer cites them when placing their order and Tech Data Academy does not dispute them.

2.2 These GTCs apply to all Tech Data Academy's services.

3. Registering, concluding contract

3.1 Tech Data Academy's offers are without obligation and non-binding.

3.2 The Customer may register/book by telephone, in writing, by fax or electronically (e.g. by e-mail). Registrations/bookings are binding on the Customer for at least 10 days.

3.3 No contract is concluded until Tech Data Academy confirms registrations/bookings in writing. The Customer must verify such confirmations to see they are correct and dispute them if necessary.

4. Training

4.1 Tech Data Academy publishes our Training dates on our website at <https://academy.techdata.com/ch/training>. Private Training dates are fixed by agreement. With Private Training, Tech Data Academy will agree the dates, places, Contents, conditions and any other conditions required with you in writing.

4.2 Tech Data Academy publishes our Training specifications on our website at <https://academy.techdata.com/ch/training>, including Participants' learning aims and conditions. It is your responsibility to ensure that you meet the conditions specified for a given Training. With Public and Online Training, it is your responsibility to verify the hardware requirements specified in the Training specifications to ensure that your system meets the minimum requirements for the Training unit concerned. When you submit an online order form, you will get an e-mail confirmation with your user ID and password and further instructions for use when starting the Training. On receiving your user ID and password, you will have the period above in which to complete the online Training, after which your right to take the Training will expire, although you can reapply (against payment) at any time.

If Training is conducted at the Customer's business premises as agreed, the Customer must provide a suitable environment and the technical resources required in good time, failing which Tech Data Academy cannot accept liability on that account. The Customer will assist Tech Data Academy in performing the Training services agreed free of charge to the best of its abilities and communicate all information and documents

material here of its own accord. The Customer will ensure that Training Participants and trainers are sustained reasonably when Training on its premises. Tech Data Academy will not be bound to provide its services if the Customer fails to assist.

- 4.3 Tech Data Academy will not rate your performance at the Training.
- 4.4 We reserve the right to make minor changes to our programme of events and replace trainers with equivalents.

5. Prices and payment

- 5.1 The Training prices stated in the catalogue or online may be adjusted without notice; once a contract is duly concluded and binding in law, the prices agreed are binding. Tech Data Academy reserves the right to increase its prices reasonably if our costs increase after concluding contracts, particularly if manufacturers or lessors increase their prices.
- 5.2 Public Training prices include Training resources, trainers' costs, the certificate and food (break refreshments for all Training Participants for all-day Courses) while Training. You will bear the costs of accessing Training resources on your own hardware or via Tech Data Academy's website. Private Training prices will be based on your requirements and agreed when making the booking.
- 5.3 Prices are per trainee plus VAT at the statutory rate on the date of invoicing. The full training fee for each trainee must be paid, even if they only take part in part.
- 5.4 Unless payment terms are agreed otherwise, payments are due in full 14 days from date of invoice. Invoices will be issued by the first day's Training at the latest. Tech Data Academy reserves the right to demand payment in advance for Training and other educational services.
- 5.5 Prices do not include costs of travelling to Training or accommodation or hardware required (e.g. laptop).

6. Cancellation, deferral

- 6.1 Bookings and contracts concluded are binding in principle. If you cancel (rescind) Training, cancellation fees will be due as follows. Cancellations may be made in writing, by fax or electronically (by e-mail).
 - Private/On-site Training: no cancellation fee is due if cancelling within 28 calendar days or more before Training is scheduled to start. If cancelling between 27 and 14 calendar days before Training is scheduled to start, 50% of the full price of the Training unit will be due. If cancelling 13 days or less before Training is scheduled to start, the full Training unit price will be due.
 - Public Training: no cancellation fee is due if cancelling 14 calendar days or more before teaching is due to start. If you cancel less than 13 days before teaching starts or fail to attend, you will be liable for the full Training price; but with Public Training you can nominate a replacement Participant from the same company, provided they meet the Training requirements.
 - You cannot cancel virtual or web-based Training, transfer it or delegate it to another attendee.
 - Subscriptions cannot be cancelled, transferred or delegated to other subscribers.
- 6.2 Tech Data Academy may cancel, postpone or change Training dates and locations at 14 calendar days' notice. Should Tech Data Academy cancel Training for which you have paid in advance, we will offer to defer your booking to a date which

is suitable for everyone involved or refund the payment you made to us. Tech Data Academy cannot be held liable for any losses you may incur due to Tech Data Academy cancelling or postponing Training, e.g. travel costs: so you should not make any non-refundable travel reservations before attending Training. If Tech Data Academy changes a Training date or location, you may cancel the new Training date free of charge. If a trainer cannot provide Training because they are ill or due to some other unforeseeable event, Tech Data Academy will do its best to continue the teaching with another trainer. If Training is not continued or commenced, Tech Data Academy will endeavour to defer the date. If Training cannot be deferred, or if the new date is not acceptable, Tech Data Academy will refund the Customer's Training fee. This constitutes Tech Data Academy's only liability if it cancels Training scheduled.

- 6.3 Tech Data Academy may rescind a Training contract up to 14 days before Training is due to start if the numbers attending are so low as to make holding it uneconomic or if one or more trainers cannot attend the Training and no replacements are available. It may cancel them in writing, by fax or electronically (by e-mail). Section 6.2 applies accordingly.

7. Licences and protecting intellectual property

- 7.1 Participants and the Customer acknowledge that Tech Data Academy or third parties hold the copyright to Training materials and all Content provided in the course of Training. Only Participants may use Content, and it may not be copied, published or disclosed to third parties otherwise, wholly or in part, nor may it be reproduced and/or distributed within the Customer's company under any circumstances. Events must not be recorded on tape or videotape, for example.
- 7.2 Participants may retain a printed copy of Training resources supplied in document form for their own use. No other documents, data or other content may be removed from the Training room, and they remain our property. You agree not to use trademarks, trade names or other designations without our prior consent in writing.
- 7.3 The Customer may not, in particular, reproduce, edit, communicate publicly, use, copy, alter, distribute Content or make derivative works from it unless these terms and conditions provide expressly for doing so or copy, reverse engineer, decompile or translate the content or software otherwise, wholly or in part, unless the law expressly so allows without the possibility of contractual waiver or under-licence, hire or lease Content.
- 7.4 With Private Training courses, you must not retain any copies of the Content and must delete that Content from all devices when completing the Training service(s).

8. Contract for services

Neither achieving a given outcome nor a specific purpose has been agreed, nor is Tech Data Academy bound to do so: this is a contract for services. Tech Data Academy does not in particular and highly as a precaution does not warrant that a given (actual, financial or technical) outcome or result will be achieved. While Tech Data Academy has produced the Content to the best of our knowledge, we do not warrant that it is complete or correct or free from third party rights.

9. Liability

Tech Data Academy will not be liable for damages except insofar as the law provides subject to the provisions below.

- 9.1 Tech Data Academy will be liable for losses due to injury to life, body or health and for losses due to intent or gross negligence on the part of Tech Data Academy, its lawful representatives or servants and for losses due to failing to comply with any guarantee given by Tech Data Academy or defects concealed fraudulently.
- 9.2 Tech Data Academy will be liable, subject to compensation being limited to indemnifying foreseeable typical contract losses for losses caused by its merely negligently breaching essential obligations of contract or its lawful representatives or servants doing so. Essential obligations of contract are obligations which enable the contract to be duly performed in the first place and which the contract partner may reasonably expect to be observed ('cardinal obligations').
- 9.3 Tech Data Academy's liability for other cases of mere negligence will be limited to € 25,000.00 in respect of any one claim.
- 9.4 Any and all other actions for damages on the Customer's part are excluded, without prejudice to the provisions of the product liability law.
- 9.5 The limitations in the provisions above also apply in favour of the lawful representatives and servants of the publishers should actions be brought against them.
- 9.6 The Customer's actions will be statute-barred after one year except in cases of intent or gross negligence, insofar as they start to run when the Customer becomes aware of them; otherwise, the provisions of the law apply.
- 9.7 Should Training not proceed for reasons which are personal to the trainer, due to force majeure or other unforeseeable events, you will not be entitled to have the Training provided by a replacement trainer. Training which falls through will be made good at a later date. No costs, disbursements, losses or other financial detriments which the Customer incurs in connection with Training not going ahead are non-reimbursable.

10. Data processing/data protection

- 10.1 The Customer warrants that it has received the personal data provided in a lawful manner and has all necessary authorizations, permits, contracts, and consents, and that it provides its customers or employees with all relevant information to enable the legitimate use, processing, and transfer of the personal data provided to Tech Data Academy for the duration and purposes of the contract.
- 10.2 Tech Data GmbH & Co. OHG's data protection agreement applies, which can be downloaded at <http://www.techdata.ch/datenschutz>.

11. Prohibitions

- 11.1 Certain Content or Services may be subject to financial sanctions or export control laws, regulations and orders of the United States or other countries (collectively, "Restrictions"). You will not directly or indirectly export or divert any Content or Services to any individual, third party or country where such export or financial transaction is prohibited by Restrictions.

- 11.2 You agree that you are responsible to obtain any license to export, re-export, or import as may be required. In addition, you represent and warrant that you are not named on any government listing of denied parties, including, but not limited to, the United States Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals; that you are not a citizen of, or residing in, the countries embargoed or sanctioned from time to time pursuant to OFAC regulations and laws related thereto, or the Export Administration Regulations of the U.S. Bureau of Industry and Security. You certify that you will not transmit or deliver in any way any of the Content or Services to denied parties or to countries or nationals of countries in violation of Restrictions.
- 11.3 You confirm that the Content or Services provided to you will not be used for any prohibited use including, but not limited to, the design, development, production, or use of nuclear materials, nuclear facilities, or nuclear weapons; the design, development, production, or use of missiles or support of missiles projects; and or the design, development, production, or use of chemical or biological weapons.

12. Miscellaneous

- 12.1 We reserve the right to delegate Services to third parties, wholly or in part.
- 12.2 The Customer may not assign its interests under the contract without Tech Data Academy's prior consent.
- 12.3 Jurisdiction is at Risch, ZG if the Customer is a merchant, although Tech Data Academy may also sue the Customer in any other legal jurisdiction.
- 12.4 The law of Switzerland applies, excluding IPR reference rules. The place of performance is the Training location agreed in Switzerland, otherwise Rotkreuz, ZG.