

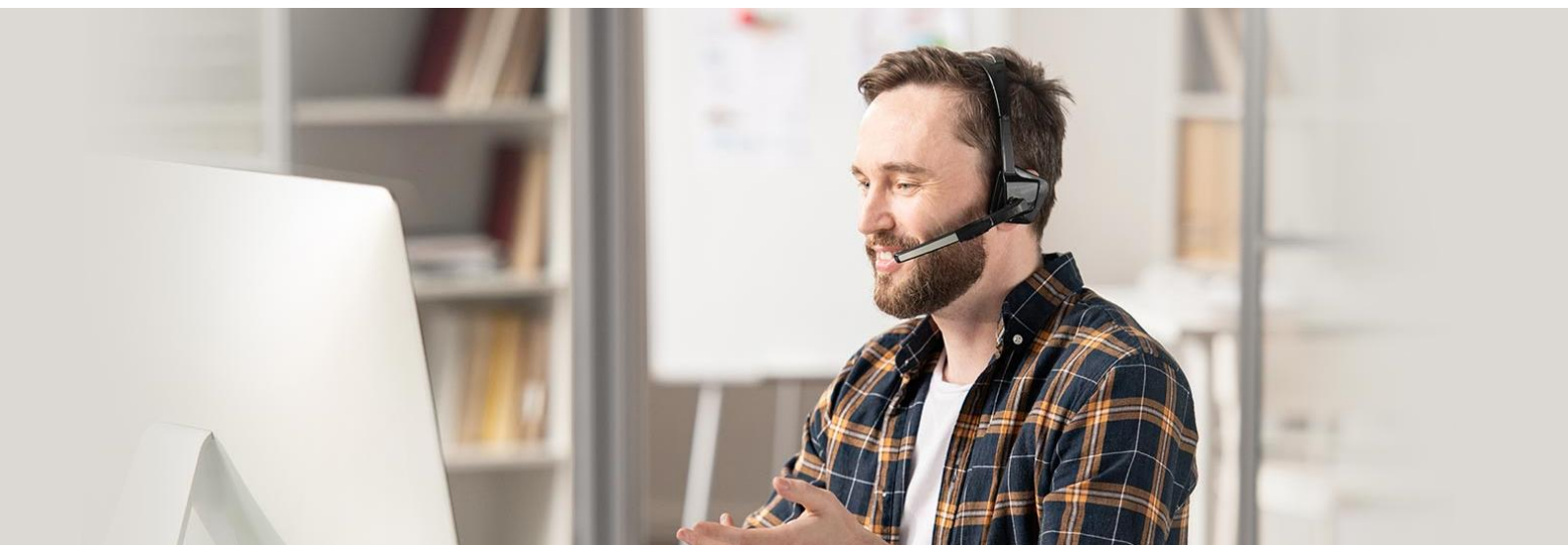
General ordering conditions - TSI.PROFESSIONAL -

TSI.PROFESSIONAL Data Center (Update) Training

Date: Feb. 2021



TÜV NORD GROUP



1. Services of this proposal

The services of this proposal for the TSI.PROFESSIONAL Training are the following:

- Project coordination and administration;
- Access to the e-learning platform;
- Preparations for the training;
- Conducting the 3 day long training;
- Providing the training materials (digitally);
- Providing the criteria catalogues (digitally): TSI.STANDARD and TSI.EN50600;
- Providing an attendance certificate.

Optional:

- Conducting the optional examination;
- Assessment of the exam results;
- Sighting of the CVs of the participants (to be provided by participant 2 weeks prior the training);
- Awarding the TSI.PROFESSIONAL status;
- Listing as a TSI.PROFESSIONAL on the website of TÜViT:
<https://www.tuvit.de/en/services/data-centers-colocation-cloud-infrastructures/training/tsiprofessional/>

2. Exam and TSI.PROFESSIONAL status

TÜViT offers in relation to the training an optional exam (multiple choice, 30 questions, ca. 45 min). The questions are related to the content of training. The examination has to be completed online within a limited time frame of max. 3 days after completion of the training.

TÜViT awards a TSI.PROFESSIONAL status if the participant fulfills the following requirements:

- Ordering of the exam
- Participation in the 3 day training
- At least 3 years of relevant experience in the data center environment. CV with related qualifications or evidence of experience to be provided to TÜViT latest 2 weeks prior the training
- Successful completion of the exam after the training

The status is valid for 24 months and can be renewed for another 24 months in terms of a single day TSI.PROFESSIONAL Update Training.

3. Prices and additional costs

TÜViT offers the TSI.PROFESSIONAL Training under the following conditions:

- Per participant the price is **2,250.00 €**,
- The price for the optional exam is **500 €** per participant.
- The price for the repetition of a failed exam is **350 €** per participant.

TÜViT offers the TSI.PROFESSIONAL Update Training under the following conditions:

- Per participant the price is **1,250.00 €**.

4. Terms of payment

The overall sum will be invoiced after conduction of the training. The invoice is payable 5 days after receipt of the invoice and without deduction by transfer to the account indicated therein.

All applicable taxes and fees levied by local government or institutions are born by the client.

5. Participation of the client

TÜViT will conduct the offered services mostly independently, however, in coordination and in agreement with the client. In the planned training, the following obligations are born by the client:

- The client names TÜViT one responsible person as a contact for organizational questions.
- The client uses a quiet room, which is suitable for educational purposes, which should include a good internet connection, web-cam, a laptop or tablet.
- The client supplies at the latest 2 weeks before the training an informative CV, relevant qualifications and evidences of experience for the participants to TÜViT in case of the optional exam.
- The client agrees to not communicate with external parties or other participants during the examination.
- During the training duration the camera should be switched “on” generally and the microphone “off”, with exception the client is involved in a discussion or will have a question.

From the abovementioned obligations, no cost will incur to TÜViT.

6. Registration

In case of insufficient numbers (min. 4 participants required) of confirmed registrations, we reserve the right to cancel the course at least 7 days before the start of the course.

A registration is at the latest 14 days before the training takes place possible.

There is no right to participate in courses with a limited number of participants.

To be able to conduct the training effectively, the number of participants is limited to a maximum of 12 persons.

7. Cancellations

Cancellations must be submitted to us in written or electronic form.

The cancellation costs are charged as follows:

- Cancellation up to 11 working days before the start of the course: no cancellation fee.
- Cancellation up to 6 working days before the beginning of the course: the cancellation fee is 50% of the course fee.
- Cancellation at least 5 working days before the beginning of the course: the cancellation fee is 100% of the course fee.

Instead of cancelling the course participation, you can alternatively name another participant.

In case of a course cancellation on our part due to force majeure or other unforeseeable circumstances (e.g. accident, illness of the instructor), the liability of TÜV Informationstechnik GmbH is limited to the refund of the course.

Reasons for termination without notice by the organizer include, in particular, persistent or serious disruption of the course, repeated unexcused absence from the course, default in payment of more than two rates or repeated default in payment despite two written reminders as well as withdrawal or revocation of assigned services by other cost units.

The cancellation conditions also apply to package bookings. In this case, the cancellation fees will be deducted proportionally from the package balance.

8. Copyright

We reserve all rights, including those of translation, reprinting and reproduction of the training documents. No part of the training and examination documents may be reproduced in any form (photocopy, microfilm or any other method), including for the purposes of teaching, without prior written consent, and in particular processed, copied, distributed or used for public reproduction using electronic systems.

9. Liability

The Contractor's liability is based on the statutory provisions for compensation for damage if the Principal asserts claims for damages based on intent or gross negligence, to include intent or gross negligence of the Contractor's representatives or vicarious agents, or if the Contractor culpably violates a material contractual obligation. Material contractual obligations are obligations, which enable the proper performance of the Agreement in the first place and on the performance of which the contract partner usually relies and is expected to rely.

Insofar as the Contractor cannot be accused of intentional violation of a contractual obligation, the liability for damages in the above cases is limited to foreseeable damage typically incurred in connection with agreements of this nature. Accordingly, the Contractor is in these cases liable for property and material damages up to a maximum of EUR 500,000.00 per damage event. If the Principal is a Consumer the liability limitations set forth in this section neither apply in case of intentional violations of a contractual obligation or nor in case of gross negligence

In connection with this contract, the liability of TÜViT for damages caused by negligence shall be limited to the above mentioned sum (EUR 500,000.00) regardless of the legal basis. However, TÜViT shall be liable without limitation in case of wilful causing of the damage. The assertion/claiming of damages shall be excluded after expiry of a 12-months-period from the date of delivery. This limitation of liability shall apply equally with respect to the employees, senior executives and company/executive organs of TÜViT.

TÜViT may in its sole discretion postpone, suspend, cancel or terminate any activities if in the opinion of TÜViT such situation may cause a risk to the health or well-being of TÜViT's personnel, subcontractors or suppliers in view of the potential epidemic threats such as but not limited to Covid-19, etc. For the avoidance of doubt, TÜViT shall bear – irrespective of the legal basis - no liability whether directly nor indirectly vis-à-vis the client including but not limited to penalties, liquidated damages, loss of profit, etc. in case of such postponement, cancellation or termination.

10. Miscellaneous

In addition, the General Terms and Conditions of TÜV NORD GROUP are an integral part of the contract. You can view or download their content from the website <https://www.tuev-nord.de/en/general-terms/>. We will also be happy to send you our general terms and conditions on request.

You will find the Privacy Policy of TÜV Informationstechnik GmbH on our website at <https://www.tuvit.de/en/meta/privacy-policy/>.

The place of jurisdiction for all legal disputes arising from the booking regarding merchants and legal entities under public law or special funds under public law is Essen.