

# Relianeering General Conditions Training and Related Services

## 1. Applicability

These General Conditions shall apply in full on training and thereto related services provided by Relianeering ("Training") to a third party ("Recipient") unless otherwise explicitly agreed in writing by Relianeering. No other provisions shall be applicable, regardless of whether they were explicitly rejected or not in any individual case.

No information or other material provided by Relianeering in connection with the Training shall be considered as technical assistance or advice. If Relianeering is to provide technical assistance and advice, the parties must enter into a separate agreement. In such an event, Relianeering's General Conditions for technical advice and assistance shall exclusively govern any technical assistance and advice provided by Relianeering.

## 2. Scope of the Training

The scope of the Training shall be agreed by the parties in a separate agreement ("Training Agreement").

## 3. Fee and payment terms

Fees and payment terms for the Training shall be agreed in the Training Agreement.

## 4. Confidential Information

Confidential information provided by a party to the other party in relation to the Training shall not be disclosed to any third parties. Information will not be considered confidential (i) to the extent that it is or becomes public knowledge through no fault or negligence of the party receiving such information, (ii) which is rightfully disclosed by a third party to the party receiving such information, or (iii) which was already known to the receiving party.

## 5. Recipient's responsibilities

The Recipient shall ensure that all of its personnel attending the Training have adequate and required experience and previous knowledge in order to participate in and profit by the Training.

The Recipient shall perform the obligations required by Relianeering in the Training Agreement.

Unless otherwise set forth in the Training Agreement, the Recipient shall be responsible for providing adequate facilities for the Training.

Where the Training includes the provision of USB memory sticks or web-delivered courses and Materials (as defined below), the Recipient shall take all necessary steps to ensure that:

- each individual employee to whom any access code or password is provided does not disclose the same to any other person and takes all prudent steps to prevent the unauthorised use of the same;

- all of its personnel who access the Web Site comply with the terms and conditions from time to time in force in relation to the use of the Web Site.

Where personal information is disclosed to Relianeering and processed by Relianeering as part of the performance of the Training, the Recipient shall be responsible for obtaining all necessary consents and approvals to ensure that such processing is carried out in accordance with applicable data protection legislation and will provide evidence of such consents and approvals to Relianeering on request.

All personal data processed by Relianeering in connection with the Training is processed by Relianeering on behalf of the Recipient. The Recipient is considered Personal Data Controller and Relianeering a Personal Data Processor (or Personal Data Assistant). Relianeering undertakes and agrees to process any such personal data in accordance with (i) instructions from the Recipient and (ii) applicable data protection laws and regulations.

## **6. Intellectual Property Rights**

Any and all intellectual property rights in and to all materials produced or distributed by Relianeering in connection with the Training (the “Materials”) is expressly reserved and any unauthorised duplication, publication or distribution is prohibited. The Recipient recognises Relianeering’s right, title and interest in and to all Materials, including without limitation, all copyrights. Recipient may not use the Materials in any way except as expressly permitted in these conditions.

In consideration of the payment by the Recipient of a license fee, Relianeering grants to the Recipient the right to possess and use the Materials for its own internal use, and to permit those of the Recipient’s personnel who have attended the Training, for their own personal use only and only while they remain the Recipient’s personnel, to make copies of any reference Materials provided to them on USB memory sticks. For the avoidance of doubt, the Recipient may not use or permit the use of any Materials in order to provide training whether to the Recipient’s personnel or anyone else, or disclose the Materials to third parties.

Except as expressly permitted under these conditions or pursuant to and in accordance with any additional written license granted by Relianeering, the Recipient may not reproduce the whole or any part of the Materials in any form whatsoever (including, for the avoidance of doubt, by making them available on a computer network or otherwise disseminating them electronically).

## **7. Indemnities for infringements**

Relianeering shall indemnify the Recipient against any claim (an “Infringement Claim”) that the receipt of the Training or the use or possession of the Materials in accordance with these conditions infringes the intellectual property rights of any third party provided that Relianeering is given immediate and complete control of the Infringement Claim, the Recipient does not prejudice Relianeering’s defence of the same and the Recipient gives Relianeering all assistance reasonably requested by Relianeering in connection with the Infringement Claim.

Notwithstanding the above, Relianeering shall have no obligation to indemnify the Recipient in respect of an Infringement Claim to the extent that the Infringement Claim arises from the inclusion in the Training or Materials of any information or materials provided by the Recipient.

If any Infringement Claim arises, Relianeering may, at its option, procure for the Recipient the right to continue to receive Training or use the Materials (as the case may be), modify the

Training or modify or replace the Materials so that they are non-infringing; or cancel the relevant contract and refund the sums paid by the Recipient in respect of the same.

The foregoing provisions of this clause 7 state the entire liability of Relianeering to the Recipient in respect of any Infringement Claim.

The Recipient shall indemnify and keep Relianeering fully and effectively indemnified against all costs (including legal costs), damages, claims, demands, expenses and liabilities of whatever nature arising out of or in connection with any claim that the use by Relianeering in connection with the provision of the services of any information or materials provided by the Recipient infringes the intellectual property or other rights of any third party.

## **8. Limitations on Liability**

Other than what is expressly set out herein, Relianeering does not represent or warrant, expressly or impliedly, statutory or otherwise, that the results of the Training will be fit for a particular purpose or usable in the Recipient's business. The Recipient assumes full liability for using any of the results (e.g. knowledge) of the Training in its own business or otherwise. Relianeering does not warrant that the Recipient's employees have assimilated the Training or gained any knowledge or competence. Certification of the Recipient's employees will only prove that such employees have attended and passed the Training.

Relianeering's total liability in respect of any contractual breach or representation, statement or tortious act or omission (including negligence) arising under or in connection with the contract (a "Default") shall not exceed the total sums paid or payable by the Recipient to Relianeering under the Training Agreement in the 12 month period immediately preceding the Default giving rise to the liability.

Notwithstanding anything else contained in these conditions, Relianeering shall not be liable to the Recipient for any loss of profits, goodwill or any type of special, indirect or consequential loss whether arising from negligence, breach of contract or otherwise howsoever.

The Recipient shall afford Relianeering not less than 30 days (following notification of a Default by the Recipient) in which (if remediable) to remedy any Default. The notification shall give all reasonable details of the nature of the Default.

The Recipient shall notify Relianeering of a Default in writing within 30 days from the occurrence of a Default. Unless Relianeering receives a written notice within the time limit stated above, the Recipient's claims for Default shall be forfeited.

Relianeering shall not be liable to the Recipient or be deemed to be in breach of the contract as a result of any delay in performing, or any failure to perform, any of its obligations under the contract if the delay or failure was due to any cause beyond Relianeering's reasonable control.

## **9. Customer satisfaction surveys**

Relianeering shall be entitled to perform customer satisfaction surveys after each completed Training. The Recipient shall ensure that all of its employees which have attended the Training participate in the customer satisfaction survey. Relianeering shall be entitled to use and disclose the results of the surveys for its own internal use and in relation to third parties. However, Relianeering shall not be entitled to use the name of the Recipient in relation to third parties if the Recipient rejects such use in the Training Agreement.

## **10. Cancellation**

The Recipient shall, unless otherwise agreed in the Training Agreement, have the right to cancel ordered Training without charge if Relianeering receives a written cancellation notice at least 30 days prior to scheduled commencement day of the Training. If Relianeering receives cancellation notice at least 15 days prior to scheduled commencement day of the Training, the Recipient will be charged 50 % of the agreed Training fee. Thereafter, the Recipient will be charged full Training fee.

If the Training is cancelled, the Recipient may suggest re-schedule of the Training. Any re-scheduling must be accepted by Relianeering. Notwithstanding any re-schedule of the Training, the Recipient will be charged the amounts stated above if cancellation notice is not received by Relianeering at least 30 days prior to scheduled commencement day of the Training.

## **11. Termination**

Relianeering may terminate the contract immediately by notice in writing to the Recipient if the Recipient:

- commits a breach of the contract provided that if the breach is capable of remedy (being actual remedy as opposed to remedy by payment of damages or compensation) the notice shall only be given if the Recipient shall not have remedied the same within 30 days of having been given notice in writing specifying the breach and requiring it to be remedied; or
- becomes insolvent or goes into liquidation, receivership or administration; has an administrator appointed; is wound up; has an encumbrancer take possession of any of its assets; enters into a composition or arrangement with its creditors; being a partnership, has a bankruptcy order made against any of the partners or a notice served by a partner for dissolution of the partnership; or takes or suffers any similar or analogous action in any jurisdiction.

In the event of any termination under the above, the Recipient shall immediately return to Relianeering all USB memory sticks and other Materials provided.

Termination of the contract howsoever occasioned shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into or continuance in force of any provision of the contract which is expressly or by implication intended to come into or continue in force on or after such termination.

## **12. Arbitration and applicable law**

All disputes arising in connection with the provision of Training shall be finally settled under the rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. All such disputes shall be governed by the substantial law of the country of Relianeering's place of business.