

General Terms and Conditions for Public Training Courses Organized by TRICENTIS Technology & Consulting GmbH

1 Your contractual partner

These General Terms and Conditions for Public Training Courses Organized by “TRICENTIS Technology & Consulting GmbH” are binding for contracts with the company TRICENTIS Technology & Consulting GmbH, Leonard-Bernstein-Straße 10, 1220 Vienna, Austria (hereinafter referred to as TRICENTIS). Through your registration in writing for one of our training courses, held in rooms provided by us, you accept these terms and conditions.

2 Registration for a training course

You can find detailed information on all the training courses, venues, and dates in our training agenda, which can be found via the Internet at www.tosca-testsuite.com.

3 Registration deadlines

Unless otherwise expressly stated in the description of the training course, you may register at any time for publicly offered training courses.

4 Method of registration

You can register by fax or by mail using the forms provided on our webpage. Registrations have to be in writing and are only valid if they are duly signed and authorized. In the case of inquiries by telephone, we would be glad to reserve a place in the course upon request. Please make sure that your information is complete when registering. All of the data regarding your registration is processed and stored electronically in accordance with the Data Protection Act.

5 Confirmation of registration

The number of participants in our publicly offered training courses is limited. Registrations will be considered on a first-come, first-served basis. After we have received your registration in writing, you will receive a confirmation of registration electronically or, if need be, by mail. The confirmation of registration is, at the same time, the order confirmation. All the necessary information concerning the training course and the venue as well as any preparatory materials will be sent to you in the same notice.

If the date desired by you is already booked up, you will be contacted immediately and offered alternative dates. The confirmation of registration guarantees you a place in the training course. However, we reserve the right, as explained below, to make changes to the organization of the course.

6 Services and terms of payment

6.1 Services included

Unless otherwise expressly agreed, the expenses for any training materials needed, refreshments and lunch as well as the expenses for the provision of any hardware or software needed are included in the fees for the training course. If the training course includes practical exercises on the PC, then a PC will be made available to each participant.

6.2 Services not included

Any expenses that arise due to arrival and departure, accommodation, travel to and from the venue of the training as well as any other ancillary services. Upon request we would be glad to assist you in booking your hotel and your trip.

6.3 Prices and changes in prices

All prices are per person in Euro plus VAT. The prices quoted are valid at the time of printing. Participants of training courses will be informed of any changes in prices for publicly offered training courses, where appropriate, together with the confirmation of registration. In the case of a price increase, the participant has the right to cancel the registration (even after the normal deadline for cancellations has expired) at no cost within a week of receipt of the confirmation of registration.

6.4 Invoice

The invoice will be sent after participation in the training course. The fee for the training course is due within 14 days of receipt without any deductions.

7 Changes in the organization of the training course

7.1 Changes in content

The description of the content of the training course and how it will be organized are valid at the time of printing. We reserve the right to changes that result from updating and further developing our training courses.

7.2 Organisational changes

Moreover, we reserve the right, if need be, to move the venue or the time and/or date of the publicly offered training course or cancel it.

8 Rebooking and cancellation

8.1 Rebooking

Before the training course begins, participants have the right to designate a substitute in writing. The designation of a substitute for a booked training course has to be in writing. This is to take place as far as possible at least one week before the training course begins and is free of charge. Training courses that extend over several days can only be rebooked as a whole.

8.2 Cancellation

Cancellations of booked training courses have to be in writing and are free of charge, provided that we receive them no later than two weeks before the training course begins. In the case of cancellations that we receive in the period from two weeks to no later than one week before the training course begins, 50 percent of the fee for the training course is to be paid., In the case of a cancellation after this period or non-attendance at the training course, the fee for the training course is to be paid in full. If you decide to leave the training course before it is over, the fee for the training course is still to be paid in full.

8.3 Cancellation after a change in time and/or date

If the time and/or date of a publicly offered training course is moved after confirmation of registration for reasons which TRICENTIS is responsible, the participants have the right to withdraw their registration at no cost within a week of notification.

In the case of a cancellation, we will refund you, where appropriate, any payments already made in the full amount. Additionally, any further claims for compensation against TRICENTIS are excluded.

9 Copyright

9.1 Materials of training courses

All the materials made available during the training course are intended exclusively for the personal use of the participant. TRICENTIS reserves the rights to the materials and any parts of them as well as any translation, reproduction and/or duplication of them. Therefore, no part of any training course materials may be reproduced, duplicated, or processed and distributed by electronic systems by third parties for any purpose whatsoever without the written consent of TRICENTIS.

9.2 Knowledge products on data carriers

The materials of training courses may also include, where appropriate, all knowledge products and learning systems provided to the participants on data carriers or made available to them via the Internet. Software used as part of a training course may not be copied or removed from the premises of the training course without the written consent of TRICENTIS.

10 Liability

10.1 Data carriers brought by participants

For reasons of network security, data carriers brought by participants must not be used on computers provided by TRICENTIS for the purposes of training. Participants are liable for any damages arising from infringement. TRICENTIS is not liable for devices such as laptops, data carriers etc. brought by participants and damaged or lost during the training course. Moreover, TRICENTIS assumes no liability for any personal possessions brought by participants.

10.2 Damage to hardware and furnishings

The participant is liable for any damages to hardware and furnishings as a result of gross negligence on the part of the participant.

10.3 Liability of the organizer of the event

As far as the law allows, liability claims against TRICENTIS are excluded.

11 Other provisions

Any supplementary agreements are to be in writing. The place of jurisdiction for all disputes arising from this contractual relationship is Vienna. The law of the Republic of Austria applies.

As of 24. August 2010