

Terms and Conditions of Standard Training

§0 Preamble

- 0.1 These Terms and Conditions of Standard Training govern the standard training received by the Client from RUBICON. Standard Training will be provided according to the scope of the offer or training schedule on the RUBICON website.
- 0.2 If Standard Training is provided by RUBICON IT GmbH, this contract is concluded with RUBICON IT GmbH.
- 0.3 If Standard Training is provided by RUBICON IT Schweiz AG, this contract is concluded with RUBICON IT Schweiz AG.
- 0.4 In case of any conflicts between the offer or the training schedule and these Terms and Conditions, these Terms and Conditions shall prevail, unless expressly stated otherwise hereinafter.

§1 Definitions of terms

- 1.1 **Standard Training:** RUBICON offers training in relation to its products. Training is usually purchased through registration on RUBICON's website. This type of training is hereinafter referred to as "Standard Training".
- 1.2 **Remote Training:** If Standard Training is delivered via a conference software platform, it will be referred to below as "Remote Training".
- 1.3 **In-house Training:** Standard Training may also take place at the client's premises. In such case, the Training will be purchased not through the RUBICON website, but based on an individual offer. This type of Standard Training will be referred to below as "In-house Training".
- 1.4 **System Environment:** Standard Training is delivered in a virtual environment set up for training purposes, to allow the completion of exercises using RUBICON's software products, without accessing or altering real data. This is hereinafter referred to as the "System Environment".



§2 Duration, documents and system environment for Standard Training

- 2.1 Standard Training usually lasts for 1 eight-hour day, although this may vary depending on the offer or training schedule.
- 2.2 RUBICON will provide the documents for the Standard Training in an appropriate format.
- 2.3 The System Environment for Standard Training will be made available by RUBICON or the Client, as agreed in the offer or the training schedule.

§3 Training language

- 3.1 Standard Training is usually provided in German. Where expressly agreed in the offer or training schedule, Standard Training may also be provided in French, Italian or English.

§4 Venue and equipment for Standard Training

- 4.1 The venue for Standard Training will normally be provided by RUBICON. In the case of In-house Training, the training venue will be made available by the Client. Remote Training is provided remotely, using current conference software solutions.
- 4.2 If the Standard Training is provided at the venue made available by RUBICON, RUBICON is responsible for providing the equipment at the venue. RUBICON is thus responsible for ensuring that each participant has a training device.
- 4.3 In the case of Remote Training, the Client itself is responsible for providing the equipment. The Client is thus responsible for ensuring that each participant has a training device with operational network access.
- 4.4 For In-house Training, the Client itself is responsible for equipping the venue. The Client is thus also responsible for ensuring that each participant has a training device with functioning network access, although different conditions in this respect may be stipulated in the offer.
- 4.5 RUBICON reserves the right to conduct already agreed Standard Training at the venue made available by RUBICON as well as In-house Training remotely, contrary to the original agreement. This provision will only be applied if the provision of training at the venue is not possible due to force majeure or orders of the authorities, or where it would be unreasonably onerous to do so. If RUBICON enforces this provision, 11.2 will be applied accordingly to any cancellations by the Client.



§5 Registration & attendance records

- 5.1 Registrations for Standard Training will be booked in the order in which they are received. This does not affect requests for offers for In-house Training.
- 5.2 The offer and the training schedule on RUBICON's website may stipulate a minimum number of participants. If the minimum number is not reached, RUBICON is under no obligation to provide the training.
- 5.3 The maximum number of participants in Standard Training is 12. In the case of Remote Training, the maximum number of participants is 8. Only employees of the Client are permitted to register for and take part in Standard Training.

§6 Training dates

- 6.1 Standard Training will be provided on the dates indicated in the offer or training calendar on RUBICON's website.
- 6.2 RUBICON may postpone the dates of Standard Training at any time, after offering an alternative date.

§7 Terms of payment

- 7.1 Payment for Standard Training must be made in advance, into the account indicated on RUBICON's invoice. Invoices are due and payable within 14 days from the invoice date. If the payment is not made in advance, RUBICON is under no obligation to provide the training.
- 7.2 If the Client is late in making payment, RUBICON may withdraw from the contract. If RUBICON does not withdraw from the contract, it may charge legal interest to the Client for the duration of the delay in payment, based on the amount of the outstanding invoice.

§8 Certificates of attendance

- 8.1 Participants in Standard Training will receive a certificate of their attendance, under the following conditions. A certificate will be issued once for each participant, and only if: the Standard Training has been paid in full, the participant has been present for at least 75% of the time required for the Standard Training, and the person responsible for conducting the Standard Training session has no objections to issuing a certificate of attendance. RUBICON is not obligated to issue a replacement certificate, if a participant loses the original.



§9 Image, video and sound recordings

- 9.1 The recording of images, video or sound, of the documents made available by RUBICON, of the speech, of the trainers delivering the Standard Training or of the participants in the Standard Training is not permitted, at any time during the Standard Training session.

§10 No guarantee of training outcome

- 10.1 RUBICON will make efforts to deliver high quality for its Standard Training sessions and their content but provides no guarantee of any kind in this regard. Likewise, RUBICON is not responsible for the participant's successful completion of the Standard Training.

§11 Terms of cancellation

- 11.1 Standard Training provided on premises available by RUBICON, and In-house Training, may be cancelled free of charge up to 30 days before the training date. If the training is cancelled after that time, up to 14 days before the training date, the Client is liable to pay 50% of the price. If the training is cancelled after that time, up to 7 days before the training date, the Client is liable to pay 75% of the price. If the training is cancelled after that time, the Client is liable to pay 100% of the price.
- 11.2 Remote Training can be cancelled free of charge up to 7 days before the training date. If the training is cancelled after that time, the Client is liable to pay 100% of the price.

§12 Liability

- 12.1 RUBICON's liability for minor negligence is excluded. RUBICON accepts no liability for loss of earnings, anticipated savings that did not materialise, damages arising from third-party claims or consequential damages. In such cases, the liability is limited to 50% of the price of the agreed services. All claims for damages are limited to six months after the date on which the Client received knowledge of the damages and the person causing them.

§13 Final provisions

- 13.1 RUBICON may vary or amend these terms and conditions at any time, after giving the required legal notice. This does not include purely formal amendments that have no impact on the Client's rights.
- 13.2 The application of the Client's general terms and conditions of business is excluded.

- 13.3 In case of any conflicts between these Terms and Conditions in English and the Terms and Conditions in German Language, the German Version shall prevail.
- 13.4 Should any clause in these Terms and Conditions be or become ineffective, the validity of the remaining provisions will not be affected. The invalid provision will be replaced by one that best reflects the economic purpose of the original provision.
- 13.5 If the Standard Training is arranged by RUBICON IT GmbH, the competent court of Vienna will have exclusive jurisdiction over any disputes arising from this contract. The contractual relationship will be governed exclusively by Austrian law, with the exclusion of conflict-of-law rules. The application of the UN Sales Law is expressly excluded.
- 13.6 If the Standard Training is provided by RUBICON IT Schweiz AG, the competent court of Berne will have exclusive jurisdiction over any disputes arising from this contract. The contractual relationship will be governed exclusively by Swiss law, with the exclusion of conflict-of-law rules. The application of the UN Sales Law is expressly excluded.