

## **Specific Purchasing Conditions for Training Services (SPC Trainings)**

### **1. Scope of application**

The following Specific Purchasing Conditions (SPC Trainings) supplement the General Terms and Conditions of Purchase of ista SE or ista Customer Service GmbH (hereinafter referred to as "ista") and apply to all services provided to ista by the contractor (hereinafter referred to as "business partner") in the category of trainings. Any General Terms and Conditions of the business partner deviating herefrom shall not apply.

### **2. Scope and design**

The business partner hereby undertakes to use the corporate design and corporate identity provided to it by ista for the services to be performed by it.

### **3. Commissioning subcontractors**

The business partner may only use the services of subcontractors (including the business partner's affiliated companies in the sense of Sections 15 et seqq. AktG (Joint stock corporation act) to carry out the contractual services with the prior approval of ista, at least in text form. Costs for commissioning third parties must always be disclosed and must be charged to ista without any further surcharges. Before the business partner assigns services to third parties, it must first determine whether conditions of ista contractual partners (such as printing service providers) can be used.

### **4. Supplementary services to the contract**

The business partner shall check whether training participants are present, and shall request and obtain further information (such as via (online) questionnaires) from the participants. Documents, information and other documentation provided by ista may not be transmitted and/or duplicated without the prior written approval of ista.

The business partner hereby undertakes to deliver its services in consistent and appropriate quality. When carrying out development measures, the business partner is obligated to inform ista of issues that could influence the quality of the services promptly, make suggestions on how to correct these issues, and thereby help improve the quality of services. The business partner must hold regular meetings with the department for the purpose of improving quality. Personnel-related and content-related changes in carrying out the services are permitted only with the prior approval of ista (text form is sufficient).

Quality shall be measured at the end of every training measure in the form of a questionnaire

to be completed by the training manager. The applicable data protection regulations must be observed.

### **5. Ancillary costs and travel expenses**

Ancillary costs related to consulting, planning and implementation (office costs including administration and IT, costs for telecommunication, shipping, printing, etc.) are already included in the business partner's agreed compensation and cannot be charged separately. Travel expenses are compensated by ista only with prior approval (text form is sufficient). Compensation is based on the ista General Condition for Billing Travel Expenses of Contractors.

### **6. Rights of use**

ista shall receive irrevocable, comprehensive, exclusive rights of use without limitation to content, space and time, subject to sub-licensing, and shall be entitled to transmit or provide the rights of use to third parties as well. ista shall receive a non-exclusive right of use, free of charge and without limitation to content, space and time, subject to sub-licensing to the other training documents not created for ista, including the ability to copy these for internal purposes.

### **7. Cancellation and modification of events**

If a registered participant cannot take part in the event, ista shall be entitled at any time, but not obligated to name another participant.

If a participant does not participate in an event in which the fee is based on the number of participants, or if an event is cancelled entirely for reasons that are not the fault of the business partner, then the following regulation applies:

ista may make cancellations made at least 22 days before the planned service period free of charge. The business partner is entitled to charge 40% of the commission volume for cancellations between eight and 21 days before the planned service period. In case of cancellations on shorter notice, the business partner is entitled to charge 100% of the commission volume. The above levels shall not apply if the cancellation is due to force majeure, for instance due to an external event outside the control of the company that was not foreseeable at the time the contract was concluded, was not the fault of either side, and that cannot reasonably be avoided (such as unrest, strikes, lockouts, pandemics, epidemics). In such cases, ista shall not be obligated to pay (portions of) the compensation to the business partner. The parties shall instead attempt to find a solution that reflects the interests of both sides.

If the training manager of the business partner cannot lead the training (for instance due to illness, etc.), then ista can request replacement with an equally qualified training manager, or alternatively may cancel the training measure and request a make-up date approved by ista with the original planned training manager.

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