

## B3: Specific terms and conditions applicable Training services

This document forms a part of A: General Terms and Conditions DevOn Software Services Pvt. Ltd.

DevOn Software Services Pvt Ltd.

The aforesaid company applies the following terms and conditions when providing quotations and in the execution of assignments. For convenience the aforesaid company is referred to in the terms and conditions as DevOn.

### Specific terms and conditions in provision of consultancy services contains the following articles:

1. Definitions
2. Agreement
3. Termination
4. Prices
5. Invoicing and Payment
6. Liability and indemnity
7. Intellectual and industrial property
8. Illness of teacher
9. Applicable law and choice of law

#### 1. Definitions

**Agreement:** The arrangements, agreed in a written and/or digital recording, on the basis of which DevOn performs Service(s) for the benefit of Client and to which these General Terms and Conditions A and these Specific Terms and Conditions B4 apply.

**Client:** Every (legal) entity or person who has concluded an Agreement with DevOn, or as the case may be responds to or requests an offer or quotation.

**In-Company Training Courses:** Training courses which are arranged by DevOn at the location of Client, hereafter also referred to as Services.

**Open Timetable Training Courses:** Training courses which will be provided at the location of DevOn or at a location to be determined by DevOn, hereafter also referred to as Services.

**DevOn:** the specific DevOn entity mentioned in the Agreement who provides Service(s) to Client, hereinafter referred to as DevOn.

**Services:** The service(s) as described in the Agreement.

**Training Services:** Services in which DevOn focusses on education in the field of information technology. Advising Client with regard to the executed Training Services is not included in the Training Services but is instead designated as Consultancy Services (B2: Specific terms and conditions applicable to Consultancy Services).

#### 2. Agreement

- 2.1. Applications for Open Timetable Training Courses must take place in writing by applying for Open Timetable Training Courses by means of an online form on the DevOn website.
- 2.2. An Agreement with regard to Open Timetable Training Courses between Client and DevOn comes into effect when Client has received confirmation of an application. DevOn retains the right to reject applications for Open Timetable Training Courses on the basis of clearly described reasons.
- 2.3. An Agreement with regard to In-Company Training Courses comes into effect after the assignment for the execution of services is received and confirmed by means of an Agreement.

#### 3. Cancellation

- 3.1. After confirmation of the Open Timetable Training Courses or In-Company Training Courses cancellation by Client is possible up to 30 days before the commencement of the training.
- 3.2. If the Agreement is cancelled less than 30 days before the commencement of the training, regardless of the reason for this, Client will be charged 100% of the course fees.
- 3.3. If Client requests a training course to be changed (in time or location) within 10 working days prior to the commencement of the Open Timetable Training Course or In-Company Training Course and DevOn agrees to this request, then 100% of the course fees will be owed on top of the normal fees.
- 3.4. Once changed in accordance with article 3.3, an Open Timetable or In-Company Training Course cannot be changed again.
- 3.5. Changes can only be requested in writing and must be in the possession of DevOn before the periods set out in article 3.3. Changes are only

valid when these are confirmed in writing by DevOn.

- 3.6. DevOn retains the right, after concluding the Agreement, to alter the times and/or location of Open Timetable Training Courses. After changes to times and/or location Client will still have the right to cancel its participation free of charge within 5 working days from such a notification.
- 3.7. DevOn has the right to suspend, relocate or cancel the Open Timetable Training Course if that is justified by unforeseen circumstances, such as a shortage of course participants, oversubscription or a sick instructor. After changes Client will have the right to cancel its participation free of charge within 5 working days from such a notification.
- 3.8. Client cannot enforce any right to compensation of interest and costs on top of or reduction of the agreed payment.

## 4. Prices

- 4.1. Unless stated otherwise, the course fees include the costs of training material, the use of accommodation, coffee and tea, and if applicable, lunch.
- 4.2. These prices are based on the circumstances applicable at the time of the Agreement being concluded. If these circumstances were to change after concluding the Agreement, then DevOn retains the right to adjust its prices accordingly.
- 4.3. If and insofar as the prices are increased by more than 15%, Client will have the right to terminate the Agreement.

## 5. Invoicing and Payment

- 5.1. Client will pay DevOn the amounts charged to it within 30 calendar days. If the training course commences within a period which is less than 30 calendar days, Client will pay DevOn the amounts charged to Client prior to the commencement of the Open Timetable or In-Company Training Course. All amounts charged to Client must be paid without reduction or deduction. Client is not entitled to setoff. Furthermore, Client does not have the right to suspend any payment obligations towards DevOn.

- 5.2. If Client has not paid the amounts due within the agreed period, DevOn will have the right to refuse the course participant(s) access to the training without prejudice to Client's obligation to pay the amount owed.

## 6. Liability and indemnity

- 6.1. Furthermore, DevOn is not liable, neither on the basis of the law nor under agreement, for consequential loss which Client or a third party might suffer with regard to the performance of the Agreement or (the use of) the training courses, also including loss of profits, environmental damage or intangible loss. In all events, the liability of DevOn is limited to the invoice amount of that part of the Agreement from which the damage has arisen.
- 6.2. Furthermore, DevOn will not rely on the included limitations of liability if and insofar as the damage is the direct result of intention or gross negligence on the part of DevOn or its staff.
- 6.3. Unless the damage is caused by intention or gross negligence on the part of DevOn or its staff, Client will indemnify DevOn against all claims of third parties, directly or indirectly related to the performance of the agreement, or as the case may be (the use of) the Courses and will compensate DevOn for all damage that DevOn suffers as a result of such claims.
- 6.4. DevOn is not liable for compensation of damage if a Course must be interrupted, changed and/or cancelled due to unforeseen circumstances as referred to in article 8.
- 6.5. DevOn rejects any liability for damage resulting from disfiguration of information, delay, lack of clarity and/or other errors in the communication between Client and DevOn as a result of the use of the Internet or any other means of communication, unless this damage is caused by intention or gross negligence on the part of DevOn.

## 7. Intellectual and industrial property

- 7.1. All intellectual and industrial property rights with regard to equipment, software, training material and/or documents remains exclusively with DevOn or its licensors.

- 7.2. Client is not permitted to disclose or reproduce software, training material and/or documents provided in the context of the training.
- 7.3. Image and/or sound reproduction of training is expressly prohibited.

### **8. Illness of teacher**

- 8.1. In case of a teacher's illness and/or inability to attend, DevOn will, if possible, ensure equivalent replacement within 48 hours.
- 8.2. If replacement within the stated periods is reasonable not possible within 48 hours, DevOn will inform Client of this and this will constitute a force majeure situation.
- 8.3. If DevOn ensures equivalent replacement within 48 hours then article 3.7 will not be applicable.

### **9. Applicable forum and choice of law**

- 9.1. Indian law exclusively applies to the General Terms and Conditions. Any disputes will be heard by the courts at Bangalore, Karnataka, India.