

Supplementary terms and conditions for Training Courses provided by Sogeti Nederland B.V.

Definitions

In this document, the following definitions apply:

- a. Training conditions: the provisions and conditions that apply to the training courses provided by Sogeti, as laid down in the following articles.
- b. Client: the organization on whose behalf Sogeti provides training courses.
- c. Course: Open Training, Incompany Training, Coaching on the job, Training program, Tailor made course or E-learning.
- d. Open Training: the courses provided by Sogeti which are open to public enrolment.
- e. Incompany Training: Training provided by Sogeti at a location requested by Client and for the purpose of participants assigned by Client.
- f. Coaching on the job: coaching of one or more participants regarding to specific learning material that relate to their job.
- g. Training program: A program or training plan of several courses or formats of courses that will be offered as a single unit.
- h. Tailor made course: Course that will be partially or fully tailored on requested of a Client.
- i. E-Learning: Online environment provided by Sogeti or its partner(s) to a participant for a given period.
- j. Sogeti: Sogeti Nederland B.V.
- k. Distance Agreement: Contract which is concluded exclusively by the use of one or more forms for distance communication technology (e.g. e-mail or website)

1. General

These Training Conditions are supplementary to the General Terms and Conditions of Sogeti and apply to all agreements with regard to the provision of Courses by Sogeti. In case of divergence between the Training Conditions and the General Terms and Conditions, the Training Conditions prevail.

2. Application and confirmation

1. Sogeti will provide the Course with due care. All Courses will be provided on basis of a best efforts obligation.
2. With regard to an E-learning the following applies additionally:

3. Execution

1. Sogeti will provide the Course with due care. All Courses will be provided on basis of a best efforts obligation.
2. With regard to an E-learning the following applies additionally:

- a) Sogeti does not guarantee that the software made available to the participant within the online learning environment and the software used by Sogeti are error-free and function without interruption;
- b) The E-learning can be temporarily or completely taken out of use for preventive, corrective or adaptive maintenance;
- c) The participant must have facilities suitable for internet access such as – but not limited to – adequate equipment and software;
- d) The participant is responsible for keeping his/her username/login code and password strictly confidential; and
- e) The participant is fully responsible and liable for all use of his/her username/login code and password and for all actions performed through his/her account. If and as soon as possible a participant suspects that his/her login code, password, account and/or identity are being used unlawfully, he/she must notify Sogeti immediately.

4. Prices

1. All prices are exclusive of VAT ('BTW') and other government taxes, unless stated otherwise.
2. The price includes the costs of the Course material, unless explicitly stated otherwise. For Courses that are organized on a location provided by Sogeti, the use of any hardware and software required for the Course, lunch, coffee and tea and other location costs are included, unless stated otherwise for the Course concerned.

5. Cancellation by Client

1. The Client is entitled to cancel or postpone the booked Course. Cancellation of E-learning is not possible after receipt of log in data, because direct access to the online learning is already granted. Cancellation and/or postponement must always take place in writing (including electronic means), whereby the cancellation or postponement date is the date on which Sogeti receives the written request of cancellation or postponement.
2. Cancellation costs and costs for postponing amount to (in % of the agreed price):
 - a. up to 16 working days before commencement: 0%;
 - b. 15 to 11 working days before commencement: 25% for cancellation and 0% for postponing;
 - c. 10 to 6 working days before commencement: 50% for cancellation and 25% for postponing;

- d. less than 5 working days before commencement: 100% for cancellation and 50% for postponing

- 3. If Client is a consumer being a private individual who is not acting in the exercise of a profession or business, Client has the right to terminate the Distance Agreement without giving reasons, for 14 calendar days after the conclusion of this agreement. The Model form for Termination is available for Client at our website; academy.sogeti.nl. No right to terminate under this article exists if the Course has commenced before the period of 14 calendar days has expired. By participating in the Course, the Participant expressly waives the right to terminate.
- 4. The Client is entitled to replace a participant enrolled in a Course with another person, provided that Sogeti has approved this before the start of the Course.

6. Liability

Sogeti's liability is limited to alternative compensation, i.e. compensation of the value of the performance that fell short of expectations. The compensation to be paid by Sogeti will never amount to more than the total of the amounts already invoiced and paid based on the agreement in question, unless otherwise provided by mandatory law.

7. Change or cancellation by Sogeti

Sogeti reserves the right to make changes to the Course schedule and/or the Course times without stating reasons. Sogeti will do everything in its power to provide the Course in accordance with the published schedule or the agreements made, but accepts no liability whatsoever if a Course cannot be continued or must be interrupted owing to circumstances. In such a case, Sogeti will do everything it can within reason to complete the Course or provide it at a later date. If it turns out the latter is not possible, Course fees will not be invoiced or refunded if already paid. Furthermore, Sogeti reserves the right to cancel an Open training due to lack of applicants. The enrolled participants will be notified of such a cancellation no less than 5 working days before commencement of the Course.

8. Intellectual (property) rights

- 1. All intellectual (property) rights with regard to the Course material, software, additional documentation and all other documents, materials and information used and/or supplied by Sogeti within the framework of a Course rest with Sogeti or its licensors.
- 2. The Client is not permitted to multiply, distribute or otherwise use the materials,

documents, etc., referred to in the previous paragraph, in full or in part, in any form, in violation of the intellectual (property) rights of Sogeti or its licensors.

- 3. Without prejudice to the provisions in the previous paragraphs, participants are allowed in the Course to use the materials, documents, etc., provided in performing their duties and in accordance with the objective of the Course. The participant is obliged to treat confidential all information and documentation made available to him/her in the context of the Course her/she followed.

9. Code of conduct

Sogeti reserves the right to exclude participants from further participation of the Course, if they, due to their behaviour or otherwise, impede or complicate the normal course of (a part of) a Course, considering the interests of the other participants, from further participation of the Course. Such exclusion is without prejudice to the obligation to pay the entire Course fee.