

## Terms and Conditions for Training Services

### 1. Scope

- 1.1 These terms and conditions (“**Terms and Conditions**”) govern each agreement (“**Agreement**”) between the contracting TD SYNEX Entity („**TD SYNEX Academy**“) and a Customer on provisioning of education and training services (“**Services**”). “**TD SYNEX Entity**” shall mean any entity of the TD SYNEX group of companies (TD SYNEX Corporation and its affiliates and subsidiaries). A list of all current TD SYNEX Entities may be found [here](#). TD SYNEX Academy’s Services are intended for business customers only. TD SYNEX Academy does not contract for the provision of Services with consumers.
- 1.2 The Agreement shall include any terms and conditions agreed in written form, electronically by electronic signatures, email or TD SYNEX portals (“**Electronically**”) between the parties as well as these Terms and Conditions and any documents referred to herein. Terms and conditions of Customer are explicitly rejected and shall not apply, even if Customer refers to its own terms and conditions in its order, acceptance or otherwise and TD SYNEX Academy does not object. No other agreement, statement or promise modifies these Terms and Conditions unless it is mutually agreed in written form or Electronically.
- 1.3 In case of inconsistencies between any individual agreements between TD SYNEX and Customer and these Terms and Conditions or any other terms and conditions referred to herein, the individual agreements prevail.

### 2. Definitions

„**Class**“ is an individually planned Training course.

„**Content**“ is intellectual property of TD SYNEX Academy, other TD SYNEX Entities or other third party vendors (referred to collectively as „**Providers**“), including Training Materials, manuals, instructor notes, literature, methodologies, electronic Training and case study images, policies and procedures, documentation, machine-readable instructions, components, data, audio-visual content (such as images, text, recordings, or pictures), and all other Training-related property created by Providers.

„**Courses**“ are Services offered by TD SYNEX Academy.

„**Customer**“ or “**Buyer**” is anyone who concludes an Agreement for Services with TD SYNEX Academy. Services may be used by Participants from Customer’s company or be resold by Customer to its customer, for use by Participants from Customer’s customer’s company.

„**Private Onsite Training**“ is an Instructor-Led onsite Training session for multiple Participants from a single company.

„**Private Training**“ session is held at a location designated by the Customer, at a TD SYNEX Academy location, or another designated location as agreed between the parties.

„**Public Training**“ is an Instructor-Led Training session for Participants from more than one company, priced individually, as published in the catalogue (“**Catalogue**”) or on the training websites <https://academy.tdsynnex.com>.

„**Self-Paced Virtual Training**“ is self-study provided via an electronic medium. „**Participant**“ is anyone who is registered with TD SYNEX Academy for a Class or Course, irrespective of whether it takes part in a Class or Course. Participant may be Customer or another person designated by Customer to attend a Training.

„**Training**“ is any Class or Course component of TD SYNEX Academy’s Services, including, but not limited to, any Private, Public, Online, or Self-Paced or Virtual Class(es) or Course(s).

„**Training Material**“ comprises the Participant’s manual, exercise documents, lab documents, presentation slides, and related Content that is delivered during a Class or Course.

„**Subscription**“ delivers access to Virtual Training resources in a single package offering for a specified term.

„**Virtual Training**“ is an online Training Course attended remotely by a Participant.

### 3. Formation of contract

- 3.1. Any offerings on TD SYNEX Academy’s website, in materials, quotes or otherwise, are non-binding invitations to tender only.
- 3.2 The Customer may order by telephone, in writing or Electronically. Customer’s orders are offers to contract and, once received by TD SYNEX Academy, cannot be cancelled for at least 10 days.
- 3.3 The Agreement comes into effect only upon TD SYNEX’s acceptance of Customer’s order. The Customer must verify such confirmations and dispute them without undue delay if necessary.

### 4. Training

- 4.1 TD SYNEX Academy publishes Public Training dates under <https://academy.tdsynnex.com>. Private Training dates, places, and conditions are scheduled between the parties.
- 4.2 TD SYNEX Academy shall provide the Services with due professional care and skill and only utilize qualified trainers to perform the Training. The Customer shall not have the right to choose a particular trainer.
- 4.3 TD SYNEX Academy publishes Training specifications at: <https://academy.tdsynnex.com>, including, where

applicable, learning goals and requirements for Participants. It is the Customer's responsibility to check if the Participants meet these requirements and to ensure that their system meets the minimum hardware requirements.

- 4.4 When submitting an order for Virtual Training, Participant will receive an e-mail confirmation with a user ID and password and instructions when starting the Training. Upon receiving the user ID and password, there is a specified period in which the Participant needs to complete the online Training. After this period the right to take the Training will expire. Customer can reapply (against payment) at any time.
- 4.5 If Training is conducted at the Customer's or its customer's business premises, the Customer or its customer respectively must provide a suitable environment and must provide the technical requirements in advance. TD SYNEX Academy does not accept any liability if this is not done. The Customer or its customer respectively will assist TD SYNEX Academy free of charge in performing the Training Services and provide all relevant information and documents. TD SYNEX Academy will not be bound to provide its Services if the Customer or its customer respectively fails to assist.
- 4.6 TD SYNEX Academy will not rate performance at the Training.
- 4.7 TD SYNEX Academy reserves the right to make minor changes to the program, Training times on Training dates and Training locations and replace trainers with equivalents.
- 4.8 Customer shall ensure that any customer to whom it resells Services and any Participant who it permits to attend any Training complies with any terms and conditions of the Agreement.

## 5. Prices and payment

- 5.1 The Training prices stated in the catalogue or online may be adjusted without notice; only once an Agreement is duly concluded, subject to the next sentence, the prices agreed are binding. TD SYNEX Academy reserves the right to increase its prices if cost increases occur after conclusion of the Agreement, in particular due to price increases by vendors, lessors or other suppliers. Upon request of the Customer, TD SYNEX Academy shall describe the reasons for the price adjustment.
- 5.2 All costs of accessing Training resources are borne by the Customer or the Participant. Private Training prices will be based on Customer requirements and agreed when booking.
- 5.3 Prices are per Participant plus value added tax. Prices do not include costs for travel, accommodation or hardware (e.g. laptop). Even in the case of only partial participation, the entire training fee is to be paid per Participant.
- 5.4 Unless agreed otherwise, payments are due in full 14 days from the date of invoice. Invoices will be issued

by the first Training day at the latest. TD SYNEX Academy reserves the right to request advance payment.

- 5.5 TD SYNEX Academy shall invoice Customer for all taxes applicable to sales of the Services, itemized by type and jurisdiction, which TD SYNEX Academy is required by law to collect from Customer. Upon Customer's request, TD SYNEX Academy shall provide Customer with sufficient documentation to enable Customer to complete any necessary tax filings or claim any applicable tax credits for amounts paid to TD SYNEX Academy. If Customer is required by applicable law to deduct any amount from the amounts to be paid to TD SYNEX Academy under this Agreement on account of withholding taxes or any other taxes or levies of any kind, Customer shall pay all such additional amounts so that the net amounts received by TD SYNEX Academy are the amounts specified on the invoice. To the extent that any withholding tax is payable, TD SYNEX Academy and Customer shall mutually collaborate and provide any and all assistance reasonably requested to obtain the benefits of any applicable tax treaty between the country where the TD SYNEX Academy Entity that accepted Customer order is located and the applicable jurisdiction where the withholding tax applied.

## 6. Cancellation, Changes to Training dates, times and locations, Termination for cause

- 6.1 Cancellations may be made by Customer in written form or Electronically as follows:
- Private Onsite Training and Private Training: No cancellation fee is due if cancelling 28 calendar days or more before Training is scheduled to start. If cancelling between 27 and 14 calendar days before Training is scheduled to start, 50% of the full price of the Training will be due. If cancelling 13 days or less before Training is scheduled to start or if Participant fails to attend, the full Training unit price will be due.
  - Public Training: No cancellation fee is due if cancelling 14 calendar days or more before Training is scheduled to start. If cancelling 13 days or less before Training is scheduled to start or if Participant fails to attend, the full Training unit price will be due. It is possible to nominate a replacement Participant employed by the same customer, provided they meet the Training requirements.
  - Customer cannot cancel or transfer Virtual Training or Self-paced Virtual Training to another attendee.
  - Subscriptions cannot be cancelled, transferred or delegated to others.
- 6.2 TD SYNEX Academy may cancel or change Training dates, times and locations by notice in written form or Electronically 14 calendar days or more before Training is scheduled to start; TD SYNEX Academy's further rights under clause 4.7. shall remain unaffected. Should TD SYNEX Academy cancel Training for which Customer has paid in advance, the Customer may pick another available Training date or request a refund. If TD SYNEX Academy changes a Training date, time or

location, Customer may cancel the Training in written form or Electronically free of charge. TD SYNEX Academy cannot be held liable for any losses Customer may incur (such as travel costs) due to TD SYNEX Academy cancelling Training, or changing Training dates, times or locations in accordance with this clause

- 6.2. If a trainer cannot provide Training due to illness or another unforeseeable event, TD SYNEX Academy will do its best to continue the Training with another trainer. If this is not possible, TD SYNEX Academy will endeavor to defer the date. If Training cannot be deferred, or if the new date is not acceptable to Customer, TD SYNEX Academy will refund the Customer's Training fee. This constitutes TD SYNEX Academy's only liability if it cancels scheduled Training in accordance with the preceding sentences of this paragraph.
- 6.3. Either party's right to terminate the Agreement for cause in accordance with statutory provisions shall remain unaffected. Any such notice termination must be in written form or Electronically in order to be legally effective.

## 7. Licenses and intellectual property rights

- 7.1. All rights to Content, including copyrights and all other intellectual property rights, belong to Provider. Copyright information, copyright and other proprietary rights notices in the Content shall be retained by Customer and must not be touched or made illegible. Only Participants may use Content, and it may not be copied, published or disclosed to third parties otherwise, nor may it be reproduced or distributed under any circumstances. Trainings may not be recorded.
- 7.2. Participants may retain a printed copy of Training resources supplied in document form for their own use. No other documents, data or other content may be removed from the Training room, and they remain TD SYNEX property. Customer agrees not to use trademarks, trade names or other designations of Provider without prior written consent.
- 7.3. Customer may not reproduce, edit, communicate publicly, use, copy, alter, distribute Content or make derivative works from it unless these Terms and Conditions provide expressly for doing so, or copy, reverse engineer, decompile or translate the content or software otherwise, wholly or in part, unless the law expressly so allows without the possibility of contractual waiver or sublicense, hire or lease Content.
- 7.4. Customer may not retain any copies of the Content of Private Training and must delete Content from all devices when completing the Training.
- 7.5. Provider does not waive its moral rights in the Content.

## 8. No warranties or guarantees

- 8.1. TD SYNEX Academy does not give any warranty or guarantee with respect to the outcome or result of the Training.

- 8.2. TD SYNEX Academy warrants that the Training shall be provided using reasonable care and skill and in accordance with the Agreement. All other warranties whether express, implied or statutory are hereby excluded to the fullest extent permissible by law.

## 9. Liability

- 9.1. Subject to clauses 9.2 and 9.3, TD SYNEX Academy's liability for damages under or in connection with the Agreement, whether arising from contract, tort (including negligence) or otherwise, shall be capped at a maximum of € 25,000.00 in respect of any single damage event. Subject to clause 9.3, damage claims against TD SYNEX Academy will become time-barred one year after the respective claim arose.
- 9.2. Subject to clause 9.3, TD SYNEX Academy shall not be liable for any: (i) loss of profits; (ii) loss of agreements or contracts; (iii) loss of revenue, business or business opportunity; (iv) loss of anticipated savings; (v) loss of or damage to goodwill; AND (vi) indirect, special, incidental, punitive or consequential damages; that arises under or in connection with the Agreement.
- 9.3. Nothing in this Agreement excludes or limits a party's liability to the other party: (i) for gross negligence and intent; (ii) for fraud, fraudulent misrepresentation or fraudulent concealment of defects; (iii) for death or personal injury caused by negligence or intent; (iv) under applicable mandatory product liability law; and (v) anything else which cannot be excluded or limited at law.

If Customer contracts with a TD SYNEX Entity having its corporate seat in Germany, in addition to the preceding sentence of this clause 9.3, nothing in this Agreement excludes or limits: (vi) any strict liability agreed by one party to the other irrespective of negligence or intent; AND (vii) any liability of one party to the other for a breach of a material contractual obligation, provided, however, that, subject to sentence 1 no. (i) to (v) and sentence 2 no. (vi) of this clause 9.3, any liability of TD SYNEX Academy for a breach of a material obligation shall be limited to the typical foreseeable damage. Material obligation is an obligation the performance of which is essential to reach the purpose of the Agreement or the breach of which would endanger reaching the purpose of the Agreement and the performance of which the other party may therefore rely on.

- 9.4. The exclusions and limitations of liability under this clause 9 shall apply mutatis mutandis in favor of any statutory representative, officer, employee, subcontractor, or other agent or assistant of TD SYNEX Academy, should it be directly liable for damages in connection with the Agreement.
- 9.5. Customer shall – on first request – defend, indemnify and hold harmless TD SYNEX Academy from and against any third-party claim arising out of or in connection with a negligent or intentional breach by Customer of the Agreement and compensate TD SYNEX Academy for any cost, damage or expense



incurred based on or in connection with such claim, including but not limited to, the costs of defense against the allegation of such a claim.

## 10. Data protection

- 10.1 Each party shall comply with any laws on the protection of personal data applicable to it.
- 10.2 TD SYNEX Academy processes certain personal data of Customer, its customer or their respective personnel, above all Participants, that is collected in connection with the Agreement in the capacity of a controller.
- 10.3 Where TD SYNEX Academy or Customer respectively, acting in a capacity of a processor, processes personal data on behalf and bound by the instructions of the respective other party, acting in a capacity of a controller on its own behalf or such of a third party, the Data Processing Agreement that is available at <https://eu.tdsynnex.com/data-processing-agreement> shall apply. The Data Processing Agreement establishes the mandatory minimum required under applicable law with regard to the processing of personal data by a party as a processor on behalf and bound by the instructions of the other party as a controller.
- 10.4 The Customer warrants that it has received the personal data provided to TD SYNEX Academy in a lawful manner and has all necessary authorizations, permits, contracts, and consents, and that it provides its customers or employees without undue delay with all relevant information <https://eu.tdsynnex.com/privacy-statement> to enable the legitimate use, processing, and transfer of the personal data by TD SYNEX Academy and other Providers as described in the Privacy Statement.
- 10.5 Customer acknowledges and agrees that TD SYNEX Academy, (i) processes and stores personal data in the US or in other countries outside European Economic Area for certain processing activities, (ii) assesses the creditworthiness of Customer before entering into and during the term of the Agreement. For this purpose, personal data such as name, address, date and place of birth, business email and telephone, will be shared with credit agencies or credit insurers; (iii) TD SYNEX Academy may disclose data including the personal data of Customer (and its personnel, above all Participants) when obliged to do so in the course of vendor audits; when necessary for the Agreement (e.g. to a provider or trainer) including to recipients located outside European Economic Area, or when necessary for TD SYNEX Academy's or another Provider's legitimate interest or legal obligation (e.g. antibribery, antifraud, combat grey market, verification of marketing funding) and (iv) TD SYNEX Academy may anonymize personal data and use such anonymized personal data as well as any other non-personal data relating to Customer and its personnel in its own discretion.

## 11. Compliance with Laws

- 11.1 The parties will comply with all applicable laws, including, but not limited to, anti-bribery and anti-

corruption and anti-facilitation of tax evasion laws and regulations.

- 11.2 The parties shall not offer, promise or give the other party or any officer, employee or representative of such party (a "**Delegate**") any financial or other advantage which could, or is intended to, cause the other party or that Delegate to abuse any position of trust held by such party or that Delegate, or fail to act with good faith or impartiality in circumstances where it is expected to do so.
- 11.3 Customer acknowledges and agrees that certain Content or Services are subject to the export control laws and regulations of national legislation, the European Union, the United Kingdom and the United States. This includes but is not limited to the Export Administration Regulations („**EAR**“), and sanctions regimes of the U.S. Department of Treasury, Office of Foreign Asset Controls. Customer will comply with all these laws and regulations applicable to it. Customer shall not, unless authorized under those laws and regulations, make any supply of these goods, software and technology either directly or indirectly, to, or for use by, (i) any embargoed or sanctioned country or region, or to (ii) any person or entity to which exports are restricted pursuant to any applicable government list of prohibited and restricted parties or to (iii) any person directly or indirectly owned or controlled by the foregoing.
- 11.4 Customer shall not, directly or indirectly, transfer or otherwise make available to any other person or entity any of the Content and Services for use in any activities related to the design, development, production or use of any nuclear, chemical or biological weapons, or any missiles, rocket systems or unmanned aerial vehicles. Customer shall defend, indemnify and hold harmless TD SYNEX from any claim against or penalty incurred by TD SYNEX as a result of the failure of Customer to comply with such laws and regulations.

## 12. Miscellaneous

- 12.1 TD SYNEX Academy reserves the right to delegate performance of all or part of the Services to third parties, wholly or in part.
- 12.2 The Agreement constitutes the entire agreement and replaces and supersedes any prior agreements between the parties with regard to its subject matter.
- 12.3 TD SYNEX Academy is permitted to assign or transfer to any TD SYNEX Entity or any other third party or otherwise dispose of the Agreement or any of its rights and obligations thereunder without consent of Customer. Customer is not permitted to assign or transfer to any third party or otherwise dispose of the Agreement or any of its rights and obligations thereunder without prior consent of TD SYNEX Academy in written form or Electronically which shall not be unreasonably withheld.
- 12.4 Subject to the following sentence, the competent courts at the country of incorporation of TD SYNEX shall have exclusive jurisdiction for any disputes arising out of or in connection with the Agreement. The preceding

sentence shall not apply where applicable law provides for a different place of jurisdiction that the parties cannot derogate from by agreement.

- 12.5 The Agreement as well as any disputes arising out of or in connection with it shall be governed by the substantive law applicable in the country where the contracting TD SYNnex Entity has its corporate seat, excluding such country's conflict of law principles. For the avoidance of doubt, the United Nations Convention on Contracts for the International Sale of Goods shall not apply. The place of performance is the Training location agreed between the parties.

#### Specific conditions for France:

**Coverage by a collecting body** - TD SYNnex ACADEMY invoices a financing body (OPCO) if this procedure for coverage is expressly mentioned at the time of the order. No request for funding can be accepted at a later date. In the event that the OPCO's agreement to cover the costs of the course is received after the end of the course, TD SYNnex ACADEMY will request payment directly from the Customer. In the case of a service estimated at a price negotiated by the OPCO, payment will be requested at the public price in effect on the date TD SYNnex ACADEMY receives notification of non-acceptance of funding. In the event that the Customer's OPCO does not accept payment, for whatever reason, the invoice shall be due and payable to the Customer at the public price in effect on the date TD SYNnex ACADEMY receives notification of non-acceptance. In the event of partial coverage by the OPCO, the difference will be invoiced directly to the Customer.

**Rules of Procedure** - The Participant shall comply with the conditions of the Rules of Procedure of which he/she declares having read and accepted the terms. The Sponsor undertakes to transmit the Internal Rules to the participating trainee. The Rules of Procedure are available on the TD SYNnex Academy website.