

SAP Training and Adoption General Terms and Conditions

By submitting an order for SAP Training and Adoption you confirm your agreement to the following terms and conditions:

1. DEFINITIONS AND INTERPRETATION

- 1.1. **"Agreement"** means these terms and conditions and the Order.
- 1.2. **"Certification"** means an online exam to ascertain a certain level of knowledge and proficiency in SAP subject areas.
- 1.3. **"Customer"** means the individual or company submitting an Order to SAP.
- 1.4. **"Course"** means classroom training delivered live either physically in person or virtually via the internet.
- 1.5. **"Online Training"** means prerecorded training delivered virtually e.g. SAP e-learning.
- 1.6. **"Order"** means either the SAP Training and Adoption order form; or the shopping cart via the SAP Training and Adoption web shop; or an email; which the Customer submits to SAP to procure the Training Event.
- 1.7. **"SAP"** means SAP Australia Pty Ltd.
- 1.8. **"Training Event"** means either a Course or Online Training, or both.
- 1.9. Headings are for convenience only and shall not affect the interpretation of this Agreement.
- 1.10. All obligations of either party which comprise more than one person or entity shall be joint and several.
- 1.11. The use of the neuter singular gender throughout this Agreement shall include all genders and the plural.

2. BASIS OF ORDER

- 2.1. An Order constitutes an offer by Customer to participate in the Training Events specified in the Order subject to these terms and conditions. Such offer shall not be deemed to be accepted by SAP unless SAP expressly confirms its acceptance (rather than an acknowledgment of receipt of Order) in writing to the Customer. A confirmation of the acceptance will be provided to the contact identified in the Order, or to the registrant for online or telephone registration.
- 2.2. The terms and conditions of this Agreement shall apply to the exclusion of any other terms and conditions on which the Order is made or purported to be made by the Customer.
- 2.3. No variation to the Order or these terms and conditions shall be binding unless agreed in writing between the authorized representatives of SAP and the Customer. For the avoidance of doubt, it is confirmed that no variation to the Order or these terms and conditions agreed via telephone shall be binding unless confirmed by SAP in writing and not disputed by Customer within seven (7) days of the date of such confirmation.

3. REGISTRATION AND DATES

- 3.1. Customer shall ensure that the Order is delivered to SAP at least one (1) week before the start date of any Training Event.
- 3.2. SAP shall be entitled to refuse the provision of any Training Event where:
 - a) such Training Event is fully booked; or
 - b) such Training Event is cancelled.
- 3.3. In the above cases, SAP shall advise Customer as soon as practicable, offering Customer a suitable alternative date or Training Event, as appropriate. Where no suitable alternative date and/or Training Event can be found SAP shall return to Customer any payment it has made for the Training Event.

4. DOWNLOAD AND ACCESS TO ONLINE TRAINING

- 4.1. Access to Online Training is only available online via an internet connection. Online Training participants must have an appropriate user identification to gain access and all names must be provided to SAP as needed.

- 4.2. Once access is established, an access notification will be provided to the contact identified in the Order or to the registrant via e-mail. Delivery shall be considered to be complete when SAP provides the Customer confirmation of access by e-mail.
- 4.3. Access to Online Training will be provided approximately 10 calendar days following the receipt of full payment for the Online Training. Access duration will start from the date the original access is established and last for the agreed duration detailed in the: product description; Order; Documentation (as applicable).
- 4.4. The Customer shall check the Online Training for completeness and notify SAP immediately in the event the Online Training is incomplete.
- 4.5. In case the Customer experiences difficulty in accessing the Online Training, all support services are provided as stated in the access notification documentation.
- 4.6. Customer acknowledges that Customer requires internet access. Certain Online Training, but not all, may provide a restricted download capability. As soon as the Customer opens the file through the Customer's computer, the copy protection key is validated through the internet, and the Customer can access the Online Training. Customer acknowledges that once the key is validated, the file cannot be copied to another computer.

5. PRICE AND PAYMENT

- 5.1. The price of the Training Event shall be as stated in the then current SAP training catalogue and the Order and unless otherwise so stated is exclusive of any customs duties, cost of warehousing, any other import charges, state or local taxes, provincial taxes, Value Added Tax, or any other taxes as appropriate and due for these types of services or products, which shall be payable in addition at the rate then prevailing.
- 5.2. SAP reserves the right in addition to pass on any charges:
 - a) relating to returned checks, credit or charge card charge backs; and
 - b) for any handling fees incurred by SAP in relation to bookings made by credit or charge card.SAP will notify Customer of the relevant charges prior to issue of a confirmation invoice.
- 5.3. All standard published Training Event fees are on a per student basis. For Courses, these fees include the price for instruction, training documentation and (for in person classroom training) mid-day meal.
- 5.4. Parking fees, if any, are not included in the Course price.
- 5.5. Provided that the full Course material has been covered there will be no refund of the price of the Course, either in whole or in part, should the Course finish earlier than originally scheduled.
- 5.6. SAP offers several payment options. The payment method must be established at the time of Order for Online Training or at the time of registration or scheduling for Courses.
- 5.7. If Customer is using a purchase order as the payment method, SAP requires the purchase order number at the time of Order for Online Training or at the time of registration or scheduling for Courses. For Courses, hard copies of the purchase order should be mailed to SAP to arrive no later than 10 calendar days before the start date of Course or your registration will be subject to cancellation.
- 5.8. Customer shall pay the full amount due prior to the Training Event. For Courses, payment must be received by SAP at least fourteen (14) calendar days prior to the commencement of the Course(s) specified in the Order, or immediately upon placing the Order if placed less than fourteen (14) days prior to the commencement of the Course(s).

6. TRAVEL COSTS AND EXPENSES

- 6.1. Course participants must make their own arrangements for accommodations. A list of hotels can be provided for most locations. Any information is provided solely for convenience. Please be advised that SAP does not control, promote, endorse, or assume any liability of any kind for or relating to any aspect of the services provided by any hotels, including, without limitation, their shuttle bus or other transportation services or the acts or omissions of their officers, employees, contractors, or other agents. Any use of hotel services including, without limitation, their shuttle bus or other transportation is at the discretion of the Customer and solely a relationship between the Customer and the hotel or transportation provider. In no event, including where Courses are cancelled, will SAP be liable for any accommodation costs.

7. PREREQUISITES / CUSTOMER RESPONSIBILITIES

- 7.1. SAP reserves the right to exclude a participant from attending any Course due to disorderly conduct, failure to observe any of SAP's rules of participation or failure to attend the prerequisite class or classes for a particular Course. No refund of fees shall be paid to Customer in such circumstances.
- 7.2. Customer shall ensure that all Course participants fulfil any and all of the Course prerequisites as communicated by SAP. SAP reserves the right to exclude any participant who does not fulfil such prerequisites. No refund of fees shall be paid to Customer in such circumstances.
- 7.3. If special physical access is required for people with disabilities during the Course, please notify SAP Training and Adoption at least fourteen (14) calendar days in advance of the Course in order to allow SAP to assess the requirements.
- 7.4. All SAP facilities are non-smoking environments. Designated smoking areas are provided. If non-smoking restrictions are violated, the offending participant may be excluded from attending the Course. No refund of fees shall be paid to Customer in such circumstance.

8. CANCELLATION

- 8.1. SAP reserves the right to cancel any Training Event at any time for any reason and SAP shall inform Customer of such cancellation and offer Customer an alternative Training Event option or a full refund of the price paid for the Training Event or, for Courses, an alternative Course date, at SAP's sole discretion.
- 8.2. Customer may not cancel Orders for Online Training. Once the Order for Online Training is received, there are no refunds or cancellation. All sales are final.
- 8.3. Customer may cancel its registration for any Course provided that:
 - a) no charge shall be made where notice of cancellation is received by SAP at least fifteen (15) calendar days prior to the start date of the Course;
 - b) fifty percent (50%) of the price shall be charged where notice of the cancellation is received by SAP between seven (7) and fourteen (14) calendar days prior to the start date of the Course;
 - c) the full price of the Course shall be charged where notice of cancellation is received within six (6) calendar days or less prior to the start date of the Course.
- 8.4. SAP will confirm all cancellations or rescheduling requests by e-mail. If the Customer does not receive a confirmation of cancellation or rescheduling within five (5) calendar days of the request, the Customer should call to reconfirm. The SAP phone number for your training location can be found in the contact section of www.training.sap.com. Financial responsibility remains with the Customer for all fees unless a proper cancellation or rescheduling request is received and confirmed by SAP prior to the start of the Course.
- 8.5. All cancellation and rescheduling fees will be charged to the same payment method used to procure the Course. In the event that any payment details have changed, it is the Customer's responsibility to provide SAP with updated details. Please note that cancellation charges applied to the SAP Preferred Card will be based on the price as agreed by SAP for the Course.
- 8.6. Feedback on SAP courses is very important to SAP. In the unlikely event a participant is extremely dissatisfied with a course, please provide SAP with written notice (in a form other than the post-course survey) of any details regarding such dissatisfaction, within thirty (30) calendar days of completion of the applicable course. Please address correspondence for your training location to the local SAP email address found in the contact section of www.training.sap.com. After receiving such notice, SAP may, in its sole discretion, determine if any remedy (such as a credit) is appropriate. SAP will not consider a possible remedy if such notice is not received within the thirty (30) calendar days set forth above.

9. WARRANTIES AND LIABILITY

- 9.1. Whilst every effort is made by SAP to ensure that the Training Event instructors are appropriately qualified and trained, SAP does not accept liability for any loss, cost or expense or for any special or indirect or consequential damages arising from negligence, misconduct or lack of skill in delivering the Training Event.

- 9.2. SAP shall not be liable for damages of any kind including without limitation direct, special, indirect, or consequential damages, including loss of profit or other financial loss, that may result from Training Events (including, without limitation, resulting from the performance or cancellation of Training Events). In no event shall SAP's liability to Customer or any other party exceed, in the aggregate, the fees paid for the use of the Training Event from which the damages arise. Where SAP's liability is excluded or limited, this also applies to the personal liability of SAP's employees, representatives, and people performing duties on SAP's behalf.
- 9.3. SAP's total liability under this Agreement in both contract or tort shall not exceed the price paid for the Training Event in the applicable Order.
- 9.4. Notwithstanding the above, there shall be no limit of liability in respect of death or personal injury arising out of the negligence of either party.
- 9.5. SAP does not warrant the accuracy or completeness of Training Events, nor any links or the information, text, graphics, links, or other items contained within Training Events. SAP and its licensors disclaim all warranties express or implied, including without limitation, any implied warranties of merchantability or fitness for a particular purpose except to the extent that any warranties implied by law cannot be validly waived.
- 9.6. SAP assumes no responsibility for errors or omissions in the Training Events. It is the Customer's duty to verify such information.
- 9.7. With respect to material defects in the Online Training, and as Customer's sole remedy for any material defect in the Online Training, SAP in its sole judgment, may decide to eliminate such material defects or make a replacement delivery or, by indicating a reasonably acceptable way to avoid the impact of such material defect.
- 9.8. In the case of the Course being delivered remotely using the Customer's network infrastructure and the Citrix Secure Gateway to access SAP's standard training systems located at an SAP site, SAP will work with the Customer to ensure that adequate testing is carried out on Customer's network infrastructure prior to delivery of the Course. For the avoidance of doubt, if any changes are made to the Customer network infrastructure between the time of testing and the time of delivery of the Course, Customer shall be solely responsible for any resulting adverse effects on Course delivery. Customer also acknowledges that the Citrix Secure Gateway is an internet based connection method and as such SAP cannot be held liable for issues with routing, network usage, speed of connection, proxy server failure or any other issues arising from or within the Customer network or public webspace.
- 9.9. All claims against SAP are time-barred after a period of one calendar year from the date the claim arose.

10. DATA PROTECTION AND PRIVACY

- 10.1. Information as to how SAP is using personal data where its acts as a data controller (e.g. of the Customer's representative who executes the Order or where participants have to directly register themselves with SAP) can be found in the SAP Training and Adoption Privacy Statement at <https://training.sap.com/about/legal/privacy>.
- 10.2. Where SAP is processing personal data on behalf of the Customer (e.g. where SAP is registering participants for a Training Event on behalf of the Customer), the terms of SAP's Data Processing Agreement shall apply <https://www.sap.com/docs/download/agreements/data-processing-agreements/sps/data-processing-agreement-for-sap-support-and-professional-services-apjgcn-english-v7-2018.pdf>, which is made part of this Agreement and executed by the Customer and SAP by entering into the Order.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. The copyright in and all other intellectual property rights relating to the Course and the Course documentation provided to Customer are solely owned by and hereby reserved to SAP. Under no circumstances may the whole or any part of the Course or Course documentation be produced or copied in any form or by any means or translated into another language without the prior written permission of SAP.
- 11.2. Delivered SAP Software and Online Training remain the property of SAP and all title to the SAP Software and Online Training, including all content, remain with SAP. Customer only receives a license to use the Online Training pursuant to the terms hereof.

- 11.3. Every person using Online Training or SAP Software must be licensed under these terms and conditions for accessing, downloading, or using the Online Training or SAP Software. Employees and others who have access to the Online Training or SAP Software must be informed of SAP's intellectual property and rights of authorship and their duty to conform to laws governing intellectual property rights. Customer shall carefully safeguard the Online Training and any Course documentation that has been made available to the Customer or Training Event participants, to prevent their misuse. Customer is permitted to use the Online Training, Course documentation and SAP Software only for its own internal training purposes and only for those who have licensed the relevant Training Event. The SAP Software, Course documentation and Online Training are confidential and proprietary information of SAP and customer agrees not to disclose this information to any third party or use such information except as expressly permitted herein.
- 11.4. Customer acknowledges that it is illegal and a violation of this license agreement to copy or distribute Course documentation, Online Training, SAP Software download/online products, links, S-Users, or passwords among non-licensed persons.
- 11.5. Customer acknowledges that SAP shall be entitled to seek injunctive relief for any breach of this agreement by Customer from which irreparable harm would ensue.
- 11.6. In the event Customer breaches any provision of this agreement and fails to cure such breach within a reasonable time (in any case no more than ten (10) days) after receipt of written notice from SAP, SAP shall have the right to immediately terminate this agreement and Customer's license to use the products licensed hereunder. Upon any such termination, Customer shall immediately cease use of such products, delete and destroy any tangible or electronic embodiments of such information in its possession, and certify in writing to SAP that the foregoing has been completed.

12. AMENDMENT / UPDATE AND SUPPORT OF CONTENT

- 12.1. SAP reserves the right to amend the content of any Training Event without notice to Customer to correct errors or where, at the sole discretion of SAP, such amendment is deemed not to fundamentally change the content of such Training Event. The Online Training may be updated with new products or new solution releases. The Customer's license is provided for the Online Training in effect at the time of Order placement. The Customer is not entitled to any future product releases but can elect to repurchase the new product for an additional fee.
- 12.2. Support is available per the access confirmation in the event an Online Training participant is having difficulty with accessing the content only, but not for questions about the SAP Software or other consulting/training type advice. Coaching, training, or ask-the-expert type support on SAP solutions or solution releases is available separately from SAP and may be offered for an additional fee.
- 12.3. The Online Training does not include access to development or sandbox systems.

13. LEARNING HUB AND LIVE ACCESS

- 13.1. Orders of Learning Hub and Live Access services are governed by the General Terms and Conditions for SAP Cloud Services and the SAP Learning Hub and SAP Live Access Supplement, copies of which can be found at <http://www.sap.com/agreements> (SAP Cloud Services Customers > Find General Terms and Conditions; or SAP Cloud Services Customers > Find Product Supplement).

14. CERTIFICATION

- 14.1. Orders for Certification Services are also governed by the Conditions for Participation in SAP's Global Certification Program, a copy of which can be found at <http://www.sap.com/agreements> (SAP Services > General Terms and Conditions > SAP Training and Adoption – Certification).

15. NOTICES

- 15.1. Any notice required or permitted to be given by either party to the other under these terms and conditions shall be in writing and delivered by hand or sent by first class post and addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice and shall be deemed received on actual receipt or three (3) days after posting or within twenty-four (24) hours of transmission if sent by facsimile.

16. SEVERABILITY

- 16.1. If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected thereby.

17. ENTIRE AGREEMENT

- 17.1. This Agreement constitutes the entire agreement between the parties in connection with its subject matter. No party has relied on any representation or warranty except as expressly set out in this Agreement and SAP and the Customer hereby agree to submit to the exclusive jurisdiction of the court of New South Wales, Australia in respect of any dispute in relation to this Agreement.

18. GOVERNING LAW

- 18.1. This Agreement shall be governed by and interpreted in accordance with the laws of New South Wales, Australia.

19. THIRD PARTY BENEFICIARIES

- 19.1. Notwithstanding any other provision in this Agreement, nothing in this Agreement shall create or confer (whether expressly or by implication) any rights or other benefits in favor of any person not a party hereto.

20. FORCE MAJEURE

- 20.1. Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.