



# Consultancy & Training Conditions

Mavim International Inc.

## APPLICABILITY

- 1.1 The Mavim International Inc. General Terms & Conditions (available at [www.mavim.com/general-conditions](http://www.mavim.com/general-conditions)), as may be amended from time to time by Mavim (the "General Terms"), are applicable to these Consultancy & Training Conditions (the "C&T Conditions"), whether agreed upon in written form, verbally and or electronically, unless and to the extent otherwise agreed upon in written form. Any purchasing or other conditions from the Customer are not applicable. Applicability of any purchasing or other conditions from the Customer or third parties that benefit the Customer are explicitly rejected by Mavim unless written proof is available that Mavim accepts said conditions.
- 1.2 In case of any express conflict between the General Terms and these C&T Terms, the provisions of the General Terms shall prevail to the extent necessary to resolve such conflict.

## 2. DEFINITIONS

- 2.1.1 Capitalized terms used but not defined in the C&T Conditions have the meanings set forth in the General Terms. All other capitalized terms in the C&T Conditions have the meanings ascribed in this Section, in each case, whether used in singular or plural form.
- 2.1.2 **Consultancy:** consists of giving verbal and/or written (technical) advice and the temporary execution of work activities for the Customer at the Customer site or at the Mavim office.
- 2.1.3 **Training:** The different training options made available to Customer through the Mavim Academy online training platform ([www.academy.mavim.com](http://www.academy.mavim.com)).
- 2.1.4 **Employee:** a person employed by Mavim or other persons who are employees of a third party, but have been hired by Mavim and for whom Mavim is responsible.
- 2.1.5 **Working Day Part:** regular (office) working times (9:00am - 06:00pm) and days (Monday through Friday) with the exception of national holidays. Each Working Day Part consists of four (4) consecutive hours starting between 8:30 am and 9:30 am or between 12:30 pm and 13:30 pm. Separate conditions apply for evenings and weekends.
- 2.1.6 **Consultancy Credit:** the number of agreed upon Working Day Parts paid in advance for a determined price for work activities to be executed by Mavim that the Customer can use at its discretion for Consultancy.
- 2.1.7 **Training Credit:** the amount paid in advance for agreed upon Training for a determined price that the Customer can use at its discretion for Training.
- 2.1.8 **Voucher:** a number of Working Day Parts of Consultancy Credit or Training Credit that has been purchased at a reduced price. The most commonly purchased Voucher contains ten (10) Working Day Parts Consultancy or five (5) Training days.

## 3. CREDITS

- 3.1 Consultancy is performed based on the needs of the Customer in blocks of Working Day Parts.
- 3.2 By purchasing Consultancy Credit the Customer is given one (1) or more Working Day Parts for the execution of work activities that are not included in standard Services and/or other purchased Products. The Customer cannot use such Working Day Parts for the execution of work activities that are not reasonably connected to the Product.
- 3.3 By purchasing Training Credit the Customer is given credit for training that can be used by the Customer's employees following a Training session that can be booked via the Mavim website <https://academy.mavim.com>.
- 3.4 Once purchased, Customer can make use of a Voucher, Consultancy Credit or Training Credit at any time until the earlier of (a) one (1) year after the date of purchase or (b) termination of the Customer's rights to use the corresponding Product(s). Vouchers, Consultancy Credits and Training Credits not used within such time period are null, void and non-refundable.
- 3.5 At the request of the Customer, Mavim will inform Customer of the current number of remaining Working Day Parts or the number of remaining Training days for the purchased Voucher, the Consultancy Credit or the Training Credit.

Also, upon request, Mavim will inform Customer of the number of Working Day Parts or Training days that will be deducted from the Voucher, Consultancy Credit or Training Credit for applicable Consultant or Training.

## 4. CONSULTANCY

### 4.1 General

- 4.1.1 Consultancy or Training can only be taken when the Customer has an active license in place to use to the Cloud Service (defined in the General Terms).
- 4.1.2 Customer has the right to make specific requests concerning the training level, expertise and experience of the Employee, provided that they are reasonable in light of the work activities to be executed. Any such specific requests must be mutually agreed upon in written form.
- 4.1.3 At the request of the Customer, Mavim will supply a declaration of good conduct for the Employee or references from previous Customers where the Employee was active.
- 4.1.4 Mavim retains the right without need of approval from the Customer to make use of a person employed by a third party for the execution of work activities.
- 4.1.5 Mavim retains the right to postpone work activities and other obligations until full payment of the due amount has been made by the Customer without releasing the Customer of further payment obligations.
- 4.1.6 Unless otherwise agreed upon in written form, the work activities are accepted by the Customer after Delivery or if the Customer makes any use of the Product for productive or operational uses.
- 4.1.7 Exceeding a delivery term is not grounds for any form of compensation. The conditions concerning delivery terms as documented in the General Terms are explicitly applicable.
- 4.1.8 Reasonable delay or rescheduling of Consultancy or Training shall not provide Customer with grounds for termination or any form of compensation or refund.
- 4.1.9 If the Customer has not made use of the Consultancy before the end date as described in Section 3.4, the Customer will make payments as if the Consultancy has taken place.
- 4.1.10 The Customer must provide for a safe work environment for each Employee performing Consultancy or Training on Customer's premises, is responsible for any injury caused to the Employee on the Customer's premises, and is required to carry appropriate general liability insurance to cover such injuries in accordance with industry standards for Customer's line of business.
- 4.1.11 The location where work activities will normally be executed by an Employee is described in the agreement confirmation that Mavim provides the Customer after planning the appointment with the Employee.

### 4.2 Advice

- 4.2.1 Mavim shall perform Consultancy Services in a professional manner.
- 4.2.2 Mavim shall not be responsible and/or liable for additional costs or expenses incurred by Customer as a result of the Consultancy, or services or work required as a result of the Consultancy, exceeding Customer's pre-determined budget, pre-determined time schedules or any other pre-defined conditions.
- 4.2.3 Mavim provides advice based on conditions indicated by Mavim and information received from the Customer as mentioned in Section 4.3. If all the relevant information was not received and/or the situation changes or other problems or considerations arise during performance such as, but not limited to, incompatibility problems (products that cannot be integrated with one another), Mavim is entitled to modify or provide new or different advice.

### 4.3 Cooperation/Information Obligation Customer

- 4.3.1 The Customer will cooperate with Mavim and continually provide Mavim with such information and/or other data as may be helpful, necessary and appropriate to ensure Mavim's ability to perform its obligations to Customer. Customer will be responsible for the correctness of such information and/or data.
- 4.3.2 If, in connection with any Consultancy, necessary data, information, wishes and/or requirements are not presented to Mavim in a timely and/or agreed upon fashion, or if the Customer does not meet its obligations hereunder, Mavim has the right to terminate or postpone execution of the Consultancy contract. Mavim also has the right to invoice any costs made according to standard tariffs and all applicable taxes.

### 4.4 Request

- 4.4.1 Handling requests, prioritizing the requests and settling used Work Day Parts will

take place in collaboration with the Customer. Mavim shall contact Customer to plan consultancy and training within five (5) working days of the written commissioning.

**4.4.2** All work activities will be executed on valid Working Day Parts under normal working standards.

**4.4.3** Work activities to be executed under the Consultancy Voucher are performed based on the spent Work Day Parts and available capacity of Mavim personnel, although the Customer's desired completion time is taken into account.

**4.4.4** Upon receipt of a written request by Customer, Mavim shall use commercially reasonable efforts to provide an Employee to provide the Consultancy according to the schedule provided by Customer.

#### **4.5 Conditions Product and Infrastructure**

**4.5.1** Consultancy will be based on the most recent version of the applicable Product as documented on the Mavim website.

**4.5.2** Mavim cannot guarantee the working of the Product if Consultancy must be performed in a newer version or other environment than for which the Product was developed. Resolution of problems arising in such situations is not part of the Mavim's standard services and requires a mutually agreed separate written agreement.

**4.5.3** In the event data within Customer's environment is lost or corrupted solely as a result of an Employee's Consultancy work, Mavim will provide restoration Consultancy services to recover such data, Mavim shall be entitled to invoice Customer for such services, and Customer shall pay for such services. Restoration of any corrupted or lost data is not part of Mavim's standard services and requires a mutually agreed separate written agreement.

**4.5.4** Mavim will have no obligation to provide the services described in 4.5.3 above if any work provided by Mavim is changed in any way by Customer or any third party.

**4.5.5** Customer shall indemnify and hold harmless Mavim from and against all claims by third parties concerning infringement of property rights as a result of the execution of Consultancy for the Customer.

**4.5.6** Customer will ensure that it has, and is solely responsible for obtaining, all required third party software usage rights and licenses necessary to enable Mavim to perform each Consultancy requested by Customer.

**4.5.7** Before Technical Consultancy can take place, Customer must carry the costs to meet the conditions set by Mavim to allow successful Technical Consultancy to take place.

**4.5.8** Consultancy required by other software to allow the Product to work (such as, but not limited to, changing configuration settings) is excluded from the services provided by Mavim.

#### **4.6 Day Parts**

**4.6.1** If Employee executes Consultancy for more than one (1) hour, a complete day part will be settled with the Consultancy Credit.

**4.6.2** For a one (1) day Consultancy, Mavim charges eight (8) consecutive hours, comprising 6.5 on-site hours, and 1.5 hours for travel and preparation. For a half (1/2) day Consultancy, Mavim charges three (3) consecutive hours. The hours of a half day are delivered as a morning part (9:00 am - 12:00 am) or an afternoon part (02:00 pm - 05:00 pm). Mavim rounds up all work activities to the next half hour and includes 1 hour for travel and preparation for half (1/2) day Consultancies.

**4.6.3** Consultancy executed at the request of Customer for a period longer than eight (8) consecutive hours, or outside of Working days, are invoiced according to the following calculations:

**4.6.4** Monday through Friday 17:30 - 23:00: + 50% of the corresponding hourly rate;

**4.6.5** Monday through Friday 23:00 - 9:00: + 100% of the corresponding hourly rate;

**4.6.6** Saturday, Sunday and national holidays: + 100% of the corresponding hourly rate.

#### **4.7 Extra work and additional costs**

**4.7.1** If, for the Consultancy, a fixed price in terms of a maximum number of Working Day Parts is agreed upon, Mavim will inform Customer of the changes in the number of Working Day Parts as soon as possible concerning the necessary extra work.

**4.7.2** If Mavim is of the opinion that a project change indicated by Customer is extra work, Mavim will notify Customer of this before execution of said extra work. At the request of the Customer Mavim will provide an overview of the costs associated with the extra work along with any additional conditions.

**4.7.3** Mavim retains the right, in the situation where an above average travel time or

travel distance is made by the consultant, to invoice travel costs, hotel costs and any other costs generated by work activities outside Mavim office in collaboration with the customer.

## **5. TRAINING**

### **5.1 General**

**5.1.1** Training material provided by Mavim shall not be used for other purposes than the training of Customer's employees.

**5.1.2** Customer shall not create copies (video or audio included) from the training material provided by Mavim. Any and all intellectual property rights with regard to the Training made available to Customer shall remain with Mavim.

**5.1.3** Training materials will be provided on an as-is basis, Mavim shall not be liable or give warranties with regard to the provided training materials and its accuracy.

### **5.2 Registration**

**5.2.1** Training will be made available through the Mavim Academy website. Customer must use available Training Credit to gain access to the Mavim Academy online training platform, unless Mavim and Customer agree otherwise.

**5.2.2** Customer must indicate during registration that the Training is to be deducted from remaining Training Credit.

**5.2.3** If Customer does not have the necessary Training Credit during registration, Mavim will invoice the costs for the Training or Mavim will provide the Customer the opportunity to purchase credit or a Voucher that can be used to gain access to the Training.

### **5.3 Participant Refusal**

**5.3.1** Mavim retains the right to refuse a participant access to the training:

**5.3.2** if due payments have not been made in full or have not been made on time;

**5.3.3** due to competitor considerations or other reasonable grounds.

### **5.4 Other forms of training**

**5.4.1** Rates for other types of training such as custom training cannot be deducted from the Training Credit, Consultancy Credit or Voucher but are settled by the Mavim Account Manager with the Customer. It is not possible to have more participants in the training than documented in the proposal unless this has been agreed upon with Mavim beforehand in writing.

**5.4.2** In the case of such another type of training located at the Customer site the Customer must provide, and will be solely responsible for payment of all costs for, the necessary facilities and training space in a size and with such features and accommodations as are reasonably similar to the training facility Mavim employs.