



## General Terms and Conditions of the HEIDENHAIN Moodle Learning Platform

(date: June 20, 2018)

DR. JOHANNES HEIDENHAIN GmbH (hereinafter referred to as "JH") operates an e-learning portal, the HEIDENHAIN Moodle Learning Platform.

The following terms and conditions apply to the purchase of any access permissions and rights of use for the Learning Platform as well as to its content. In addition, the Terms of Use apply to use by any user and participant.

The Learning Platform is available solely to registered users and participants as an aid for the conveyance of learning content from the HEIDENHAIN Interactive Training (HIT) learning program. The user may purchase access permissions and rights of use to various HIT learning packets.

### 1. Ordering and registration

For each HIT learning packet, the following selection of access permissions and rights of use is available to the user (hereinafter referred to as "the Purchaser"):

#### 1.1 Single-User Reading License

The Purchaser of a Single-User Reading License obtains access permissions and rights of use for the respective selected HIT learning packet in accordance with the Terms of Use for one registered participant. If the Purchaser is a natural person, then the Purchaser is also a participant. If the Purchaser is a legal entity, a public body, or a corporation pursuant to Section 14 of the German Civil Code (BGB), then the complete contact information of a natural person as participant must be provided in accordance with data protection law. This natural person must be an employee of the legal entity, corporation, or public body.

After the ordering information has been reviewed, the Purchaser will receive the access data for one participant for the selected HIT learning packet for the HEIDENHAIN Learning Platform. JH is entitled to deny registration and/or cancel the order at any time and at its own discretion.

The Purchaser shall ensure that he does not pass on access data, except to his own employees, and that access permission will expire upon termination of the employment relationship. The entitled period of use is twelve months upon activation.

#### 1.2 Basic Classroom License

This form of use is available for school education, vocational training, and further education through educational institutions acting as Purchasers, such as vocational schools, technical colleges, and universities. The educational institution will receive administrator permissions and rights of use for a license classroom in accordance with the selected HIT learning packet. The educational institution shall appoint the administrator. The administrator shall manage student accounts that have been predefined by the HEIDENHAIN Learning Platform. For this license classroom, the administrator may enable up to 20 student accounts, which, for the content of this license classroom, will receive a single, non-transferrable right of use for the license classroom and for the learning materials placed therein. The administrator is permitted to grant a right of use only to his own students who are participants of the respective educational institution.

The student accounts are predefined, anonymized, and password-protected.

After the ordering information has been reviewed, the educational institution will receive the access data for the selected HIT learning packet for the HEIDENHAIN Learning Platform. JH is entitled to deny registration and/or cancel the order at any time and at its own discretion.

The period of the right of use for the license classroom by the educational institution is at least 24 months. After the first 24 months have elapsed, each party may terminate the license agreement with three months' notice.

#### 1.3 Premium Classroom License

This form of use is available for school education, vocational training, and further education through educational institutions acting as Purchasers, such as vocational schools, technical colleges, and universities. The educational institution will receive administrator permissions and rights of use for a license classroom in accordance with the selected HIT learning packet. The educational institution shall appoint the administrator. The administrator will have full rights with regard to the registration and issuance of student accounts and with regard to password administration for his license classroom. For this license classroom, the administrator may enable up to 20 student accounts, which will receive a single, non-transferrable right of use for this license classroom and for the learning materials placed therein. The administrator is permitted to grant a right of use only to his own students who are participants of the respective educational institution. The student accounts can be personalized and are password-protected. In addition, the Premium Classroom License contains, solely for the administrator, numerous additional functions within the HEIDENHAIN Learning Platform:

- The placing of content specific to the learning packet within the Learning Platform (PDF, video, Word/Excel files, etc.)
- Access to the learning progress of the student accounts
- Use of Moodle tools (creation of one's own tests/questionnaires, calendar entries, etc.)
- Limited administrator permissions for the license room (registration and issuance of student accounts, as well as password administration)

After the ordering information has been reviewed, the educational institution will receive the access data for the selected HIT learning packet for the HEIDENHAIN Learning Platform. JH is entitled to deny registration and/or cancel the order at any time and at its own discretion.

The period of the right of use is at least 24 months. After the first 24 months have elapsed, each party may terminate the license agreement with three months' notice.

#### 1.4 Demo License

The user may register as a participant for a duration of three months and, upon approval, will receive access to the introductory chapter of the selected HIT learning packet as well as reading permissions for the HIT Workbook. Approval for access is granted at the sole discretion of JH.

In the event that incorrect or incomplete information is provided, the right of use may be withdrawn with immediate effect at any time.

### 2. Obligations of the user and of all persons with access permissions

All users must treat the data of all participants, insofar as users have access to said data, with strict confidentiality and must not disclose these data to a third party without the prior written consent of the affected persons. This provision particularly applies to the names and e-mail addresses in the system of registered participants. This Learning Platform is to be used solely for the conveyance of learning content from the HEIDENHAIN Interactive Training (HIT) learning program from JH and for the creation and execution of Moodle

courses and e-portfolios for the respective HIT learning packet. Any other use of the Platform, such as for other private and/or commercial purposes, is not permitted. All users must comply with applicable legal provisions, especially the provisions of copyright law and data protection law. Links to external Internet sites are expressly prohibited. The following is prohibited for all users of the Learning Platform:

- the unauthorized alteration, deletion, or suppression of data, or the unauthorized rendering of data unusable and/or the use of data for purposes not in conformity with their proper and intended use.
- especially, the dissemination of material from unconstitutional organizations or their ideas.
- the making of injurious, offensive, or defamatory statements about other persons.
- the damaging of the reputation of JH and/or its products.

The Terms of Use of the HEIDENHAIN Moodle Learning Platform apply as well.

### **3. Special additional obligations on the part of the Purchaser of the Premium Classroom License**

The Purchaser of the Premium Classroom License must ensure that the administrator uses the provided memory space solely for the storage of content related to the topic. The uploading and storage of created content is permitted only insofar as this content is learning content that relates topically to the respective HIT learning package. Moodle does not feature an archiving function; instead, certain participant-related data are allocated to the registered participant. If a participant cancels his registration for the system, or if a participant is deleted from the central identity management system due, for example, to completion of an educational program, and is thus deleted from the Moodle database, then certain participant-related data will be lost.

### **4. Exclusion from use**

In the event of serious and/or continued violation of these General Terms and Conditions, including breach of the Terms of Use, the users concerned, or individual participants, may be temporarily or permanently excluded from use of the HEIDENHAIN Learning Platform. Moreover, JH reserves the right, upon serving notice, to delete users or participants from the system if said users or participants have not been active for over a period of four months after the respective minimum period of use has elapsed.

### **5. Warranty**

JH does not guarantee any specific product characteristic. In particular, no guarantee is given that the Learning Platform is compatible with existing software. JH assumes no responsibility for securing data placed on the Learning Platform. JH provides no guarantee for the availability of the systems or of specific content for a specific period of time or at a specific point in time. However, JH shall strive to keep downtime to a minimum and shall ensure that all functions are available at all times to the maximum possible extent.

JH expressly points out that any files and learning materials that are located on the Learning Platform are not suitable for use in a production environment and must be used solely in a secured and shielded testing environment.

### **6. Liability**

a) Pursuant to the applicable legal provisions, JH shall be liable without limitation for damages to life, body, and health that arise from a negligent or intentional breach of duty on the part of JH, its legal representatives, or its agents. JH shall also be liable without limitation for damages encompassed by liability in accordance with the German Product Liability Act, as well as for damages that arise from intentional or grossly negligent breaches of contract. If JH has

granted a quality guarantee and/or durability guarantee for the product or for parts thereof, JH will also be liable within the scope of this guarantee. However, for damages arising from non-conformity to the guaranteed quality or durability but which do not arise directly on the object of the contract, JH is liable only if the risk of such damages is discernably encompassed by the quality guarantee and durability guarantee.

b) JH shall also be liable for damages that are caused by slight negligence, insofar as this negligence concerns the breach of contractual obligations for which compliance is of particular importance for achievement of the purpose of the contract. The same applies to claims for damages instead of performance. However, JH is liable only insofar as the damages are typical of the contract and foreseeable.

c) Further liability on the part of JH is excluded, regardless of the legal nature of the claim asserted; this also applies in particular to tortious claims or to claims for replacement of futile expenditure instead of performance. Insofar as the liability of JH is excluded or limited, the same also applies to the personal liability of its employees, representative, or agents.

### **7. Data collection and use of data**

The HEIDENHAIN Learning Platform partly collects personal data that will be acquired and processed solely for login purposes and for use of the functions of the HEIDENHAIN Learning Platform and the Moodle app, and/or for order processing. During registration for the HEIDENHAIN Learning Platform, the participant will consent to allow JH to collect, process, and use the contact information provided within the scope of logging in as well as the personal inventory data that are voluntarily provided within the scope of the use of the available services, insofar as this is required for performance in accordance with the contract. For more information, please refer to the Data Protection statement of JH.

Prior to uploading, the user shall ensure that no transferred files contain personal data and shall test the transferred files for possible infection from computer viruses through usual measures (in particular, the use of virus scanners), insofar as such files are potentially executable files (computer programs, or application data that may contain executable programming code).

### **8. Copyright**

*For all files and content, the user is expressly obligated to comply with applicable copyright law. The following applies to content provided by JH:*

Copyright© DR. JOHANNES HEIDENHAIN GmbH. All rights reserved. All text, images, graphics, sound documents, animations, and video sequences on the HEIDENHAIN Moodle Learning Platform are governed by copyright law and other laws regarding the protection of intellectual property rights. Duplication, alteration, or use in other electronic or printed publications is, unless otherwise stipulated, not permitted without the express approval of DR. JOHANNES HEIDENHAIN GmbH.

*The following applies to data that are placed on the Learning Platform by the administrator of a Premium Classroom License:*

Responsibility for course content that is not provided by JH in the HIT learning packet lies with the educational institution and the respective administrators. The educational institutions and administrators shall comply with copyright law. In the event of indications of possible legal violations, such as libel and copyright infringement, the educational institution or the administrator appointed by the educational institution shall promptly block the content in question and, after detailed examination, either delete or re-release said content. In every case, JH must be notified in writing regarding indications of possible legal violations. Upon complaints regarding legal violations (e.g., copyright infringement and libel), JH is authorized to immediately block and delete any content.

## 9. Operation of the HEIDENHAIN Learning Platform

9.1 There are two technical means by which the content of the HEIDENHAIN Learning Platform can be used (for the respective licenses, see Section 1:

- By means of the Moodle app
- By means of a standard browser

The user is solely responsible for meeting these system requirements.

9.2 JH recommends the use of the HEIDENHAIN Learning Platform via the Moodle app. You can obtain the Moodle app in appropriate app stores.

The Moodle app is not provided by JH, is not a product of JH, and cannot be obtained through JH. JH does not provide any guarantee, warranty, or other obligation with regard to the purchase of or use via the Moodle app.

With the Moodle app, offline use of the learning content is possible as well. However, during offline work, learning progress control, several Moodle tools, and version updates (Moodle platform or HIT content) cannot be used.

## 10. Termination and end of contract

10.1 Unless otherwise stipulated, each party is entitled to terminate the license agreement in writing with three (3) months' notice.

10.2 In the event of a culpable breach of the provisions of these terms of use, particularly but not exclusively in the event of a violation on the part of the user of the granted scope and content of the right of use or of copyright law, JH is entitled to terminate the license agreement immediately and without providing notice.

10.3 When the contract ends, the right of use with regard to the Learning Platform and its content ends as well. JH is entitled to permanently delete all accounts.

## 11. Changes to the right of use

JH is entitled, unannounced and at any time, to change or disable specific functions of the HEIDENHAIN Moodle Learning Platform.

In addition, JH is entitled to change the terms of use at any time. Any changes take effect as soon as they have been published online. By continuing to use the HEIDENHAIN Moodle Learning Platform, you thereby agree to the changed terms of use and are bound by their provisions.

## 12. Applicable law and place of jurisdiction

12.1 These terms and the contractual relationship between the user and JH are governed by the law of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. To a consumer pursuant to Section 13 of the German Civil Code (BGB), this choice of governing law applies only insofar as no mandatory legal provisions of the state in which the consumer is domiciled or normally resides are curtailed.

12.2 The court of jurisdiction for matters involving traders, legal entities under public law, or special funds under public law is the location of the registered office of our corporation. However, we are entitled to the option of bringing legal action at the location of the registered office of the customer.

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