

## *meteocontrol academy*

# Terms and Conditions

(Version 1.1, 31.07.2024)

### Preamble

---

meteocontrol GmbH (“**meteocontrol**”) provides independent monitoring and control systems as well as yield forecasting, technical due diligence and data analysis for renewable energy sources and storage systems.

At the same time, meteocontrol offers its Customers an extensive training program with the meteocontrol academy learning management system (“**LMS**”) covering renewable energy sources and their products. The LMS is aimed at meteocontrol Customers and their employees.

The following meteocontrol academy Terms and Conditions apply to the LMS:

### 1. Types of training

---

Through the LMS, meteocontrol offers the following types of training:

#### 1.1. “Classroom-Training”

Classroom-Training sessions are face-to-face events, either at meteocontrol’s sites or during On-Site appointments (“On-Site”) on the Customer’s premises. Classroom-Training sessions can be offered with dates and training locations chosen by meteocontrol or as Classroom-Training with conditions to be agreed upon (content, location, date) (“**On-Demand Training**”).

#### 1.2. “Online-Training”

Online-Training sessions are live training sessions using conference software, currently MS Teams (participation with installed MS Teams account or, without an account, via a web browser). meteocontrol reserves the right to change the conference software used.

Online-Training sessions can be offered with dates chosen by meteocontrol or with conditions to be agreed upon (content, date) (“**On-Demand-Training**”).

#### 1.3. “E-Learning”

E-Learning includes training as part of self-study using the LMS.

## 2. Registering and deleting an LMS-Account

---

- 2.1. Registration in the LMS as a Participant can only take place if a Customer Account exists with meteocontrol. New Customers must first contact the meteocontrol Sales department (sales@meteocontrol.com) in order to open a Customer Account (“**Customer**”). “**Participant**” in this context means the person who is the account holder of an LMS-Account and who personally attends the training sessions
- 2.2. Registering as a Participant is only possible using the relevant LMS entry screen. To register for the LMS, full details must be given in the mandatory fields. These include, in particular, a valid, personal e-mail address and all information needed for possible invoicing.
- 2.3. The Customer or its Participants are responsible for ensuring that all login data relating to the Customer Account and the LMS-Account are correct and up to date. The Customer shall bear responsibility for any incorrect login data provided. meteocontrol must be informed immediately of any changes to the mandatory information.
- 2.4. The information provided forms the basis for confirming registration, invoicing and producing certificates/confirming participation.
- 2.5. After registering, the Participant will be granted personal access to the LMS (“**LMS-Account**”). The LMS-Account may only be used by the relevant Participant. Passing on the Participant’s login data for the LMS-Account to other persons or parallel use is not permitted and may lead to the blocking of the Participant’s LMS-Account. meteocontrol expressly reserves the right to assert further-reaching claims in this regard.
- 2.6. In the LMS-Account, the individual learning history, the training on offer, certificates and access to learning units can be found. The Participant can save their own content under “Archive, Video”. This storage facility may only be used for contractual purposes. The Participant is solely responsible for the content and copyright matters. The provisions under 9.5 shall otherwise apply.
- 2.7. In the event that the business relationship between meteocontrol and the Customer ends, the LMS-Account shall be deleted in the LMS.
- 2.8. The Customer or Participant can also delete their LMS-Account themselves in their LMS Profile or have it deleted by sending a message to meteocontrol (academy@meteocontrol.com).

## 3. Registration and individual training

---

- 3.1. A training course can only be booked in a binding manner if the Participant registers and their registration is confirmed on the basis of these Terms and Conditions and the training course description.
- 3.2. Logging in to the LMS is done by entering a user name and password, which is generated by the Participant during the registration process.
  - 3.2.1. Registrations are processed either automatically via the LMS or manually via the LMS administration.

- 3.2.2. Registration can only take place for the types of training listed under clause 1 (Types of training).
- 3.3. In case of On-Demand-Training (Classroom or Online Training), the content, training location and dates are usually not fixed.
  - 3.3.1. This means that a Customer booking On-Demand-Training can submit a training request via the LMS with the desired training content, location, date and, if applicable, additional services. meteocontrol will first come up with a training proposal based on an agreement between meteocontrol and the Customer.
  - 3.3.2. An individual training agreement for On-Demand-Trainings based on these Terms and Conditions shall be concluded when the Customer accepts an offer from meteocontrol based on the training proposal and meteocontrol confirms the offer accordingly. Confirmation of registration for the training shall be issued separately.
  - 3.3.3. This applies in particular, but not exclusively, to Classroom-Trainings during an On-Site appointment on the Customer's premises. The details of the particular training shall be determined separately between the parties. If a Classroom-Training is booked on an On-Demand, On-Site basis, the Customer shall ensure that it meets the requirements for the training specified by meteocontrol. These include in particular the provision of a room with media equipment and suitable insurance.
  - 3.3.4. Verbal side agreements shall not be accepted.

#### **4. Confirmation of registration**

---

- 4.1. Confirmation of registration can only be issued if free training places are available for the particular training course, any minimum number of Participants has been reached and any necessary participation requirements on the part of the Participant have been demonstrably met.
- 4.2. In the description of the particular training in the LMS, maximum available training places as well as a minimum number of Participants for the training are specified. For E-Learning, there is no maximum or minimum number of Participants.
- 4.3. Participation requirements are specified on a training-specific basis in the description of the particular training in the LMS. They may require minimum specialist qualifications on the part of Participant. Such minimum qualifications help to ensure learning success. At the same time, depending on the type of training, the Minimum Technical Requirements set out in Section 10 must also be met.
- 4.4. With the confirmation of registration by meteocontrol, the relevant training is booked in a binding manner.
- 4.5. The confirmation of registration contains all necessary organizational details (e.g. start of training, training location, address, access etc.).

## 5. Participation fees for training and invoicing

---

- 5.1. Participation fees
  - 5.1.1. The participation fees depend on the particular training and any VCOM-Service-Level of the Customer (e.g. from a VCOM license agreement) with meteocontrol.
  - 5.1.2. The participation fees per Participant are specified in the description of the particular training in the LMS or, in the case of On-Demand-Trainings, calculated on the basis of the offer confirmation.
  - 5.1.3. All participation fees are net and do not include any taxes, in particular statutory VAT.
  - 5.1.4. If a Classroom-Training is provided at a meteocontrol site, drinks, snacks and one lunch per day are included in the participation fee.
  - 5.1.5. In the case of Classroom-Trainings On-Demand and On-Site or Online-Trainings On-Demand to be agreed within the meaning of Section 3.3, an individual total fee shall be charged in accordance with the offer confirmation. This shall be made up of the participation fee, travel and accommodation costs and expenses of the instructor.
- 5.2. Invoices shall be issued in EUR and payable without deduction within 14 days of the invoice date. meteocontrol reserves the right to correct any errors within an invoice.

## 6. Cancellation by the Participant/Customer; cancellation/postponement by meteocontrol

---

- 6.1. Cancellation by the Participant/Customer
  - 6.1.1. Trainings can be canceled by the Customer via the LMS up to five to seven (5 to 7) working days before the start of the training without incurring any costs. The aforementioned cancellation time depends on the type of training and its description. This does not apply to travel and accommodation costs that may no longer be (fully) canceled and which must be paid by the Customer in the case described – in spite of cancellation as described in 6.1.1, Section 1. Booked or confirmed training courses can only be canceled via the LMS. In the case of requested but not yet confirmed On-Demand-Training, cancellation can be made in writing to meteocontrol (academy@meteocontrol.com). Verbal side agreements shall not be accepted. E-Learning sessions can be canceled at any time by the Participant via their account.
  - 6.1.2. If the Customer or Participant cancels after this time, it does not change their obligation to pay the fee for the particular training. The same applies to absence from the training or only partial participation.
  - 6.1.3. If the Customer has the VCOM-Service-Level “Professional” or “Premium”, in the case of Section 6.1.2. a fee of 75 € per course and person will be charged.
  - 6.1.4. In cases where Section 6.1.2. applies, the Customer may notify meteocontrol in writing during meteocontrol’s Normal Office Hours within the meaning of Section 11.5. but no later than three (3) working days prior to the start of the respective training course (academy@meteocontrol.com)

of a substitute Participant for the relevant training course registered in accordance with Section 2 and of the participation requirements which may apply within the meaning of Section 4.2.

- 6.2. Cancellation/postponement by meteocontrol
- 6.2.1. meteocontrol reserves the right to cancel the relevant training course if a minimum number of Participants as defined in Section 4.2. is not reached or for other reasons and – if possible – to select an alternative date and/or another type of training course in consultation with the Customer. For Classroom and Online-Training sessions that are not On-Demand-Training, Participants must register for a new appointment in the LMS themselves.
- 6.2.2. Any participation fees already paid will be refunded if a training course is canceled and no alternative is available. Any further-reaching claims for expenses and damages for the cancellation are excluded – unless they are mandatory by law. This shall also apply in the event that training is canceled at short notice and even if prior notification of the Customer should no longer have been possible.

## 7. Changes to training

---

- 7.1. meteocontrol reserves the right to change the nature, content, description or announced instructor for the relevant training, even at short notice, while preserving the overall character of the training. This includes minor changes to dates and locations or, for example, a switch from Classroom-Training to Online Training.
- 7.2. Participants will be informed by meteocontrol if possible.
- 7.3. Section 6.2. applies accordingly to Sections 7.1. to 7.2.

## 8. Confirmation of attendance and participation certificate

---

- 8.1. Depending on the particular training, confirmation or certificates of attendance can be provided for the Participant. The training description in the LMS provides information as to whether this is the case.
- 8.2. A confirmation of attendance merely confirms participation – it does not require a knowledge test.
- 8.3. A certificate of attendance confirms participation and a successful knowledge test during the training.
- 8.4. Participants are not required to pass the knowledge test.

## 9. Netiquette and training materials

---

- 9.1. Participants must observe Netiquette for Online-Trainings (**Annex 2**).
- 9.2. The training materials of meteocontrol (or parts thereof) are subject to industrial property rights and are, among other things, protected by copyright. meteocontrol alone is entitled to use and

exploit the materials. meteocontrol reserves all rights in this respect – rights which are not expressly granted to Customers.

- 9.3. During training, training materials will be provided in paper and/or electronic form. These training materials are intended solely for conveying knowledge as part of the training. The materials must not be passed on to third parties or reproduced in any way.
- 9.4. Any hardware which may be provided during a training session remains the property of meteocontrol and should be handed back in its original condition at the end of the course.
- 9.5. The training sessions and the training materials may contain links to external websites, services or Internet resources. meteocontrol checks all links before they find their way into the training sessions and the training materials. However, meteocontrol is not responsible or liable for the content, function, accuracy, legality, appropriateness etc. of the external websites, services or resources owing to the lack of controllability. Accordingly, Participants themselves access links to external websites, services or resources at their own risk. The Participant acknowledges that meteocontrol shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on such content, goods or services available on or through any such websites, services or resources. The Participant and the Customer are responsible for protecting their systems against viruses, worms, Trojans and other malware.

## 10. Technical requirements for Classroom-Trainings, Online-Trainings and E-Learning

---

- 10.1. Customers are responsible for ensuring that the following technical requirements for a particular training course are met (“**Minimum Technical Requirements**”):
- 10.2. The Minimum Technical Requirements must be met for each Participant.
  - 10.2.1. Windows operating system (min. Windows 10) or MAC OS from Version 10.15.7 (Linux is not suitable)
  - 10.2.2. Min. Pentium® 4 class processor with 2 GHz and sound card, as well as min. 4 GB RAM (recommended 8 GB RAM), RJ45 connection, WLAN connection.
  - 10.2.3. Headset (headphones including microphone)
  - 10.2.4. MS Teams is currently used as the Online-Training software. To take part, either an installed MS Teams version on the Participant’s PC or MS Teams via a web browser can be used.
  - 10.2.5. Direct Internet access without a proxy is recommended. If a proxy/ProxyPack has to be used (e.g. within a company network), the connection must be checked beforehand. In case of problems, the following ports should be available as open ports: 80 (http), 443 (https) and 1935 (RTMP) in the router/firewall. Depending on the settings, security software (virus scanners, Windows firewall) on private computers can also block the connection.
- 10.3. Internet connection

- 10.3.1. If the Participant's Internet connection is used, there must be sufficient bandwidth per Participant. Approx 0,7 Mbit/s must be available per Participant.
- 10.3.2. In the case of an Internet connection via a Participant's private connection, at least a DSL Internet connection (16 Mbit/s, upload must be ensured).
- 10.4.** Notes
  - 10.4.1. The computer equipment and Internet connection should be tested by the Participant before each training session. This is particularly important for the connection during Online-Training sessions. A test connection before the start of training is recommended.
- 10.5.** In the case of Classroom-Trainings on meteocontrol's premises, the Participant is at liberty to use their own hardware and software during the training. This use is at their own risk. Any liability for this on the part of meteocontrol is excluded – unless it is mandatory by law.

## 11. Technical problems, LMS availability, support

---

- 11.1. During training, especially Online-Training and E-Learning, technical problems on the part of meteocontrol can never be completely ruled out.
- 11.2. If technical problems do occur, this does not automatically entitle the Participant to a refund or a waiver of the participation fees for the particular training. The technical problems must be so serious that participation in the relevant training course is severely impeded or not possible.
- 11.3. E-Learning gives Participants the option of accessing the training/LMS again at a later date.
- 11.4. The LMS is generally available 24 hours a day, 365 days a year.
  - 11.4.1. The availability of the LMS is calculated at a minimum of 99% monthly.
  - 11.4.2. Availability is calculated using the following formula:  

$$\text{Availability} = \frac{\text{Actual Operating Time}}{(\text{Expected Operating Time} - \text{Planned Downtimes})} * 100\%$$

“**Actual Operating Time**” is the total time the platform was operational according to the LMS provider.

“**Expected Operating Time**” is the number of hours in each month.

“**Planned Downtimes**” are all planned servicing windows. Usual scheduled service windows are every 3rd Sunday of the month 8:00-12:00 CET / 2:00-6:00 EST.
- 11.5. meteocontrol offers support in the event of technical problems at academy@meteocontrol.com. Inquiries are usually dealt with during “**Normal Office Hours**” (9:00 to 15:00 CET on weekdays, excluding public holidays in Augsburg).

## 12. Accident prevention during Classroom-Training at meteocontrol

---

- 12.1. The instructor is responsible for supervising learners for the duration of the training.

- 12.2.** The instructor is authorized to give instructions for the duration of the training in order to protect Participants, equipment and buildings.
- 12.3.** If work is to be carried out on electrical or electronic equipment and components that exceed the following voltage values (50 VAC or 120 VDC), they must be disconnected from the power supply for the entire duration of the work.
- 12.4.** The following five safety rules apply:
- Disconnect the power supply
  - Ensure that the power cannot be reconnected
  - Check that the power supply is disconnected
  - Ground and short-circuit the equipment
  - Cover or fence off adjacent live parts
- 12.5.** meteocontrol has suitable business liability insurance cover.

### **13. Liability**

---

- 13.1.** meteocontrol shall not be liable for any indirect or consequential loss or damage (including lost profits or opportunities) arising out of or in connection with the training under these Terms and Conditions, except in the following cases: Gross negligence, willful misconduct, fraud, loss or damage resulting from bodily injury or mandatory liability under applicable law.
- 13.2.** Except in the cases described in clause 13.1., last half sentence, meteocontrol's total cumulative liability arising out of or in connection with the training sessions under these Terms and Conditions and the particular training course, regardless of the number of claims or causes of action, shall be limited to one hundred (100) percent of the applicable participation fee or total fee, as the case may be, as defined in Section 5.1.7.; to the extent permitted by applicable mandatory law. To avoid doubt, the limitation of liability shall not apply to damages resulting from injury to life, body or health or in other cases where mandatory legal liability applies.

### **14. Partner firms providing training**

---

- 14.1.** meteocontrol shall be entitled to use third partner companies firm to provide training and in particular to provide the LMS.

### **15. Final provisions**

---

- 15.1.** meteocontrol reserves the right to amend these Terms and Conditions as it sees fit. All amendments to these Terms and Conditions shall take effect as soon as they are uploaded to the LMS. Continued use of the LMS by the Customer or Participants shall constitute acceptance of the amendments and approval of the new or amended Terms and Conditions.



- 15.2.** If one or more provisions in these Terms and Conditions is ineffective or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. The invalid provision(s) shall be replaced retroactively by a provision that comes as close as possible in terms of content to the purpose of the intended provision.
- 15.3.** There are no verbal side agreements to these Terms and Conditions. Amendments and supplements to these Terms and Conditions, including this clause, must be made in text form.
- 15.4.** These Terms and Conditions are governed by the law of the Federal Republic of Germany. The courts in Augsburg, Germany, shall have exclusive jurisdiction when it comes to settling any dispute between the parties arising out of or in connection with this agreement.

## Annex 1: Contact information

If you have any questions, criticism or suggestions regarding our products, service or training, please contact us in the usual way:

General:	<a href="mailto:info@meteocontrol.com">info@meteocontrol.com</a>
Sales:	<a href="mailto:sales@meteocontrol.com">sales@meteocontrol.com</a>
Product Support:	<a href="mailto:technics@meteocontrol.com">technics@meteocontrol.com</a>
LMS/Training:	<a href="mailto:academy@meteocontrol.com">academy@meteocontrol.com</a>

meteocontrol GmbH

Pröllstr. 28

86157 Augsburg

Germany

Telephone   +49 821 34666-0

Web           [www.meteocontrol.de](http://www.meteocontrol.de)

## Annex 2: Netiquette for Online Training

We are delighted to offer you Online-Trainings as part of the LMS. When taking part in a training, please observe the following basic rules:

### Manners and netiquette

---

- Treat other people as you would like them to treat you.
- Remember that you are dealing with real rather than virtual people.
- Stand your ground, but not with personal attacks or arguments directed at a particular person.
- Insults, sexual innuendos and sexist or racist remarks of any kind are not allowed.
- Everyone has the right to their own opinion. Never try to force your opinion on others.

### The following will result in exclusion during an Online-Training session

---

- Misuse of the platform as advertising space for websites or services
- Leaving comments generated by machines
- Offering goods or services (commercially or privately)
- Insulting or humiliating people in any way
- Infringing the rights of third parties, especially copyrights
- Announcing demonstrations and rallies, whatever the political angle
- Comments must be in the language used during the training session or at least in English
- Inciting violence against people, institutions or companies
- Pornography
- Racism and hate propaganda
- Remarks that do not relate to the post commented on

These rules also relate to the use of names. We will not tolerate violations of these guidelines and reserve the right to delete, edit, move or close Participants, topics and posts. Each Participant is responsible for the posts they publish (verbal, chat, attachments).

## Disclaimer for liability

---

Comments in our training sessions and posts only reflect the opinion of individual Participants. meteocontrol GmbH accepts no responsibility for the correctness and completeness of content.

Online-Training is designed to allow professional, factual discussions between Participants and the trainer. To ensure that this is possible, meteocontrol reserves the right to delete comments that are not conducive to such discussions or do not relate to the posts. There is no automatic right to publication.

## Annex 3: Glossary

The glossary below serves only to allow a better understanding of the meteocontrol academy Terms and Conditions of use and participation, which shall take precedence in case of doubt.

- **Customers** within the meaning of these Terms and Conditions are those who have a Customer Account and wish to take part in the training offered by the LMS.
- This includes subcontractors or subsidiary companies of the actual Customer who have their own Customer Account. The participation fees depend on the particular training and any VCOM-Service-Level of the Customer (e.g. from a VCOM license agreement) with meteocontrol.
- In principle, a Customer may have several Participants within the meaning of these Terms and Conditions.
- A **Participant** is an LMS-account holder who takes part in training sessions.
- A **Customer Account** is the account set up by meteocontrol (sales@meteocontrol.com) for contractual management and invoicing purposes.