

SDL TRADOS TECHNOLOGIES TRAINING TERMS & CONDITIONS

These Terms and Conditions apply to any organizations and/or individuals ("you") intending to purchase and/or attend the desktop product training courses of SDL Global Solutions (Ireland) Ltd. or another subsidiary company of SDL plc ("SDL"). Each term's content makes clear how it applies to a student buying his or her own training, to a client organization, and/or to a person attending a training course for such an organization. If you do not understand any term or what it means for you, you must ask for clarification before ordering training.

TRAINING SERVICES PROVIDED

The contents of each SDL training course are outlined on the SDL website: www.sdl.com. However, SDL reserves the right to adjust the syllabus of any course at its sole discretion and without notice.

CLIENT RESPONSIBILITIES

You are responsible to ensure that:

- You attend each training session at the set schedule and participate in training activities as directed by the instructor.
- You make yourself aware of and adhere to SDL policies related to health, safety, security, and emergencies.
- You will not copy, in whole or in part, any copyrighted course material acquired during the course without the prior written permission of SDL. All course materials are copyright and remain the intellectual property of SDL.

SDL reserves the right to terminate your attendance at any training course if it feels you are not fit to attend. SDL shall explain to you in writing its reasons within a reasonable time of being requested to do so.

COURSE FEES

The fees are subject to change without notice up to the date that you confirm your order. All prices are subject to value added or other taxes, and these shall be added to the fees you are charged if they apply.

Payment terms:

- If you will attend a public, scheduled course, payment is due 10 working days before the course starts.
- For one-company courses, payment is due 30 days after the course start date. If you are late in paying, SDL reserves the right to charge you interest a rate of 4% or the amount allowable by law per annum above the then current base rate of Barclays Bank plc.

Unless you are informed in advance, fees shall include any course materials.

CLIENT ORDERING AND CANCELLATION

You must confirm your order to SDL in writing not less than 15 days in advance of the course's start date. SDL may choose to accept confirms later than this. Once confirmed, you may cancel your order by writing to SDL, and the following cancellation terms shall apply.

Where SDL receives notice of cancellation in writing from you:

- More than 15 clear working days before the course: No charge will be applied for the training course
- 12 to 15 clear working days before the course: 25% of the course fee will be charged
- 11 clear working days before the course or less: 100% of the course fee will be charged

Unless SDL agrees otherwise in advance, any postponement by you shall be regarded as a cancellation of the course. If you do not attend a course and have not cancelled in accordance with these terms, you must pay the full price.

CANCELLATION BY SDL

If the number of students confirmed is not enough to justify the cost of presenting the course prior to the scheduled start date the course will be cancelled and rescheduled at a later date. If you have confirmed your order you will be notified immediately. SDL will not be liable for any loss or expenses caused to you. If SDL has not notified you of a cancellation or postponement but is not able to start or continue a course as scheduled, perhaps because an instructor becomes ill or where their absence cannot not reasonably be avoided or for any other reason beyond our reasonable control, SDL will attempt to remedy the situation by either rescheduling the course or refunding your course fee.

WARRANTY

Except as expressly stated in these terms there are no warranties or conditions, express or implied, including, but not limited to, implied warranties or conditions of merchant-ability, fitness for a particular purpose or as to results to be attained by attending courses or using materials provided. SDL has staff with the necessary knowledge, skills, and abilities to provide the training services offered. Notwithstanding, all training services are provided "as is," without a guarantee or warranty of any kind, either ex-pressed or implied. SDL is not responsible for your performance after you attend training.

LIMITATION OF LIABILITY

If circumstances arise where you are entitled to recover damages from us because of a default on our part or other liability, regardless of the basis on which you are entitled to recover such damages including fundamental breach, negligence, misrepresentation or other contract or tort claim, SDL is liable for no more than:

- Damages for bodily injury (including death) and physical harm to real property and tangible personal property caused by our negligence; and
- Any other direct damages up to the amount actually paid as the fee for the course that is the subject of the claim.

Under no circumstances is SDL liable for any of the following:

- Third-party claims against you for damages;
- Loss of, or damage to, your records or data; or
- Special, incidental, consequential or indirect damages (other than for bodily injury including death caused by our negligence) including but not limited to lost profits or savings, even if informed of their possibility.

GENERAL

You are not responsible for failure to fulfil your obligations because of causes beyond your control, and SDL is not responsible for failure to fulfil its obligations because of causes beyond its control. Neither you nor SDL will bring a legal action under these terms more than twelve months after the cause of action arose.

You agree not to directly or indirectly offer employment or hire or seek to entice away any SDL employee. If you breach of this provision you agree to be liable to damages of the annual gross remuneration of each employee involved in such a breach.

Unless you ask us not to, SDL may send you promotional and other messages and, if you are an organization, may use your name in marketing materials.

The laws of Ireland govern these terms and conditions, which are the complete agreement and replace any earlier communications between SDL and you concerning this subject matter

SDL PLC

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