

General Terms and Conditions for Training Courses of ProLeiT AG

I. General provisions, Introduction

1. No assurance can be given with respect to any of the information in this document; technical considerations are subject to change. The software described herein is subject to the terms set forth in the licensing agreement.
2. Participation in ProLeiT AG's trainings ("ProLeiT") is exclusively subject to these General Terms and Conditions of Training unless otherwise expressly agreed upon in writing. The customer's Terms and Conditions shall not become an integral part of the arrangements, even if not expressly waived or rejected.
3. The General Terms and Conditions of Training shall apply regardless of the location of the training course or the participating entity.

II. Registration for Training, Participation

1. Registration for the training course shall be exclusively via the following media:
 - via online form in the Trainings and Support section of the website www.proleit.com
 - via email to schulungen@proleit.com
 - via fax at +49 9132 777 150

Upon receipt of the registration, ProLeiT shall confirm registration by email. Registration shall not be binding upon both Parties until confirmation. A binding registration must be completed at least 5 business days prior to the commencement date of the training course.

2. Registrations shall be processed in the order in which they are received by ProLeiT AG.
3. Participants must register by name and company of the participant. The customer may designate replacement participants at any time prior to the training course.
4. The information presented online or in other promotional materials regarding the seminars, their contents, services and prices shall be for information purposes only. Prices are subject to change. Liability for errors, misprints, and omissions shall be excluded.
5. The training course and exercises shall be designed in such manner that an attentive participant can meet the course objectives. The training shall be conducted in the form of a service agreement. ProLeiT shall not be liable for successful completion of the training. ProLeiT reserves the right to modify or adapt the contents of the training course based on technical, customer-specific or other requirements.
6. The training course handouts shall not be translated, duplicated or distributed, neither in full nor in part, without prior consent. Software provided during the course shall be neither removed from the class room nor duplicated in full or in part.

III. Cancellation of Registration

1. Prior to confirmation of the registration by ProLeiT as set forth in Section II.2, the customer may cancel its registration at any time free of charge.
2. After confirmation of the registration by ProLeiT, the registration may be cancelled by the customer up to 14 days prior to the training course. The customer shall receive a training coupon in the amount of the training which it may apply to future training courses.
3. In the event that the customer cancels less than 14 days prior to the training course or does not participate in the training course, ProLeiT shall be entitled to charge the full price of the training course.
4. Refunds of the training fees after (partially) completing the training course shall be excluded.

5. ProLeiT reserves the right to change the contents of the training courses based on the most recent trends without the participants being entitled to cancel their slot.

VI. Fee, Due Date

1. Training fees shall be based on the prices officially applicable to the training course as listed on ProLeiT's homepage at the time of registration.
2. The prices indicated shall be net of statutory sales tax.
3. The training fees shall include participation in the course, use of technical equipment provided for the purpose of the training, as well as the handouts. The participants' travel and accommodation expenses shall not be included in the fee. Training course handouts shall neither be duplicated, processed nor publicly displayed without the prior written consent by ProLeiT AG.
4. Invoices shall be due payable net and prior to the training course; the respective amounts shall be paid by wire transfer to the bank account designated by ProLeiT. Participants shall not be entitled to participants unless their fee is paid in full.
5. The customer may set off only those claims that are undisputed or against which no legal recourse is permitted. The customer shall not assign any claims to third parties, not even within its group.
6. In the event of default, ProLeiT shall have the right to charge penalties in the statutory amounts or, in its sole discretion, at rates applicable to unauthorized bank overdrafts as of the due date. This serves the purpose of ensuring that ProLeiT does not suffer any adverse effects from such default.

V. Reasons for Exclusion

1. Participants shall comply with the instructor's instructions. ProLeiT may exclude any participant from the training course without refund of the respective fees when and if a participant acts in such manner that the achievement of the course objectives by other participants suffers sustainable adverse effects.
2. In the event that a participant is removed from the training by ProLeiT as per Section V.1, reimbursement of any travel costs or other expenses incurred by the participant in respect to the participation in the training course shall be excluded.
3. The participant must meet the requirements for the respective training course. In the event that the participant does not meet the requirements, he or she shall be excluded from training. The training fee shall be due payable regardless. The customer shall not be entitled to damages for the exclusion from training when and if the requirements for the participation are not met.

VI. Cancellation of Training

1. ProLeiT reserves the right to cancel the training course, even at short notice, for reasons beyond ProLeiT's control, e.g., events of force majeure such as the instructor falling ill or the minimum number of participants not being met.
2. In such case, ProLeiT AG shall notify the customer about the cancellation without any delay upon becoming aware of the circumstances for the cancellation and present an alternative date.
3. In the event that the customer is not able to participate at such date, ProLeiT shall refund the customer any training course fees already paid.
4. Any refund of expenses for travel arrangements, rebooking and cancellation or other expenses incurred as a result of the cancellation shall be excluded.

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VII. Third-Party Rights

1. In the event that a third party brings forward claims against the customer for the violation of its rights, ProLeiT shall indemnify the customer against any and all resulting legally assessed claims for damages, including court fees and fees for out-of-court settlement and the legal defense fees reimbursable under the provisions set forth in the German Zivilprozessordnung [Code of Civil Procedure]. The customer shall not pursue any legal or out-of-court proceedings to resolve disputes with any third parties without discussing the matter at hand with and the prior consent of ProLeiT.
2. The customer's rights pursuant to Section VII.1 shall be subject to the customer (i) notifying ProLeiT without any delay about such third-party claims; (ii) providing ProLeiT, without any delay upon receipt, any copies of any communication with the claimant and courts related thereto; (iii) providing ProLeiT with any information necessary or required for the defense against such claims; and (iv) agreeing that the exclusive right to control the customer's activities throughout the proceedings, as well as the right to make final discretionary decisions regarding any court or out-of-court settlements remains with ProLeiT.
3. In the event that the customer (i) is legally required by court decision to or (ii) is furnished with an injunction for ceasing to use the training course material or (iii) is deemed, in ProLeiT's opinion, to become subject to a claim for the violation of third-party rights as a result of such use, ProLeiT shall, in its sole discretion, either reinstate the customer's right to continue to use such materials or replace or modify the training course materials in such manner that remedies such violation of legal provisions or regulations.

VIII. Liability

1. ProLeiT shall assume liability in accordance with the legal regulations for damages to persons, for damages within the meaning of the German Produkthaftungsgesetz [Product Liability Law], damages resulting from willful misconduct or intent on ProLeiT's part, as well as damages resulting from gross negligence by the legal representatives or executives of ProLeiT. The customer shall be responsible to provide substantiating evidence of such damages.
2. Notwithstanding any liability under Section VIII.1, ProLeiT shall be liable for damages only in the amount of common contractual, foreseeable damages resulting from the negligent breach of any contractual or essential obligations, as well as damages resulting from gross negligent conduct on the part of ProLeiT's agent. Essential obligations are obligations the fulfilment of which is the prerequisite for the execution of the agreement and the fulfilment of which the customer can rely upon. With regard to the liability under this Section VIII.2, the Parties agree—taking into account the type of scope of the services to be rendered hereunder—on a maximum liability per event in the amount of 2,000.00 EUR (no more than 4,000.00 EUR per calendar year). Any liability of ProLeiT beyond said amount shall be excluded unless otherwise expressly agreed upon in these General Terms and Conditions.
3. Any customer liability shall be taken into account.
4. The above limitation of the liability shall also apply to the personal liability of the employees, agents and managing bodies of ProLeiT. The above provisions shall also apply to ProLeiT's liability with regard to the reimbursement for any alleged expenses or indemnification obligations.

5. Claims for losses of profits, expenses saved, resulting from third-party claims for damages, as well as any other direct damages or subsequent damages shall be excluded.
6. The customer shall be liable in full to ProLeiT for any damage of training computers and loss of data resulting from the unauthorized use of software brought to the training course. The participants shall be liable for damages incurred by ProLeiT in the event of unauthorized disclosure of handouts/training course data carriers.

IX. Confidentiality

1. The customer shall keep confidential and not disclose to any third party any information and other materials marked as "confidential" by ProLeiT or otherwise deemed confidential (hereinafter referred to as "Confidential Information"). In order to protect any Confidential Information, the customer shall handle such Confidential Information with the same (reasonable and due) diligence and care it would handle them if it were its confidential information of similar significance.
2. Confidentiality within the meaning of Section IX.1 shall not apply to Confidential Information (a) in the customer's rightful and legal possession prior to ProLeiT providing such Confidential Information; (b) being or becoming available to the public without any violation on the customer's part; (c) legally obtained by the customer from third parties without the requirement to keep such information confidential; (d) disclosed to third parties by ProLeiT without the requirement to keep such information confidential; (e) produced by the customer itself; (f) required to be disclosed under applicable laws; or (g) disclosed by the customer with the prior written consent by ProLeiT.

X. Other Provisions

1. The Parties agree that each Party is responsible for complying with the import and export regulations and restrictions applicable to their individual circumstances. Any and all services by ProLeiT shall be subject to the fact that there are no restrictions imposed by domestic or foreign export surveillance and inspection regulations or restrictions, in particular embargos or other sanctions that prevent ProLeiT from meeting its obligations. ProLeiT shall have the right to terminate the agreement for cause when and if such termination is required in order for ProLeiT to comply with the applicable national and international laws. In the event the agreement is cancelled, the customer shall not have the right to claim damages or other rights resulting from the termination.
2. If individual provisions of these General Terms and Conditions shall, in part of as a whole, be or become void or invalid, the remaining provisions herein shall not be affected. The void or invalid provision shall be replaced by the corresponding legal provisions by operation of law. The same shall apply in the event of any unforeseen omissions in these General Terms and Conditions.
3. The customer and ProLeiT shall undertake to first resolve any disputes or complaints by mutual agreement.
4. The GTC shall be governed by the laws of the Federal Republic of Germany, excluding U.N. Convention of Contracts for the International Sale of Goods. Exclusive jurisdiction shall be the ProLeiT's corporate headquarters in Herzogenaurach.

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