

Terms and Conditions of ProLeiT AG for Individual Training Courses

I. General provisions, Introduction

1. The following training conditions apply exclusively to individual trainings between ProLeiT AG ("ProLeiT") and the client ("Customer"). Individual trainings ("Trainings") are those trainings which are not offered by ProLeiT to be registered on the homepage or in catalogs, but which are offered individually to a Customer.
2. The General Terms and Conditions of Training shall apply regardless of the location of the training course.

II. Registration for Training, Participation

1. ProLeiT offers the Customer a training in the form of an offer. The Customer orders the training on the basis of ProLeiT's offer. The training is carried out as a service contract.
2. The organization of the training is carried out by ProLeiT.
3. The responsibility for the provision of the necessary hardware, as well as the seminar room and its equipment is to be specified in the offer.
4. The Customer will sign a training protocol after completion of the training. The training protocol serves as proof that the training has taken place.
5. ProLeiT reserves the right to change the announced trainer and the training location for organizational reasons. The quality of the training is preserved. The Customer is not entitled to reduce the training fees or to withdraw from the contract if a change of the trainer or a change of training location takes place. Changes and additions in the content and the timetable of the training are reserved. A change of the trainer or the training location will be timely communicated to the Customer.
6. If the training is canceled by ProLeiT, training fees will be reimbursed to the Customer. Any excess claims are expressly excluded from ProLeiT.
7. The training course and exercises shall be designed in such manner that an attentive participant can meet the course objectives. 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.
8. 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. Prior Knowledge

1. If prior knowledge is necessary for training course, the Customer will be informed about the necessity of these prior knowledge. It is within the exclusive responsibility of the Customer that the training participants have the necessary prior knowledge.
2. If training is carried out according to the Customer's requirements, it is up to the Customer to select suitable training participants with the necessary prior knowledge. ProLeiT is not responsible for the selection.

VI. Fee, Services, Due Date

1. Unless otherwise agreed, the prices for training include the following:
 - * Trainer
 - * Training material
2. The prices indicated shall be net of statutory sales tax.

3. 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.
4. 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.
5. In the event of default, ProLeiT shall have the right to charge penalties in the amount of 5 percentage points above the base interest rate.

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 due to travel warnings of the German Foreign Office of the Federal Republic of Germany.
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.

VII. 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

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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 1,000.00 EUR (no more than 2,000.00 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 hardware used for the training 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.

VIII. 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 VIII.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.
3. Notification obligation: ProLeiT stores and processes the personal data of the participants, to the extent necessary for business purposes and within the scope of the Federal Data Protection Act. These are personal data which arise from mutual business relations.

IX. Other Provisions

1. If individual provisions of these General Terms and Conditions shall, in part or 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.
2. The Customer and ProLeiT shall undertake to first resolve any disputes or complaints by mutual agreement.
3. This training conditions 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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