

Terms and conditions

Legal Note: The only legal binding language of these Terms and Conditions of Use is German and even though there may be translations of these Terms and Conditions into languages other than German, the German version shall be the definitive and binding version and German shall be the only language used in the interpretation of these Terms and Conditions.

1 Application and conclusion of contract

- 1.1 These Terms and Conditions apply to the provision of e-learning courses ("Courses") by Mater-na TMT GmbH ("Contractor" hereinafter). Any diverging Terms and Conditions on the part of the Principal shall not be considered to be part of the contract, even if not expressly contradicted by the Contractor.
- 1.2 A contract shall become effective upon confirmation of registration by the Contractor. If no such confirmation is issued by the Contractor within one week of receipt of the registration, the Prin-cipal shall no longer be committed to its registration. Any rates, prices quoted and descriptions shall not be considered to be an offer on the part of the Contractor and may be withdrawn or amended by it at any time before the actual confirmation.

2 Object of this contract

- 2.1 Content and scope of the Courses are subject exclusively to the Contractor's general specifica-tions of services.
- 2.2 The courses shall on principle be available seven days per week, 24 hours per day, in which an availability of 98% per calendar year shall be enabled. Availability shall be based on the following formula: $\text{availability} = (\text{total time of availability} - \text{total downtime}) / \text{total time of avai-lability}$.
- 2.3 The Contractor shall be entitled to amend Courses and to exchange the modules included and to modify, limit or extend them as appropriate.

3 Access to Courses

- 3.1 The Principal shall be granted access to the Courses via a website provided by the Contractor, using passwords supplied by the Contractor.
- 3.2 Every Course license purchased shall only be valid for one of the Principal's staff members ("User").
- 3.3 The Principal shall be obligated to treat as confidential all access data and passwords and to prevent the unauthorised use of Courses by third parties. In instances of unauthorised use, the Contractor shall be entitled to deny access or to invoice the Principal for any additional Course licenses used.
- 3.4 The Principal shall be obligated to create at its premises the technical requirements for access to the Courses, in particular with respect to the hardware and operating system software used, internet connection including provision of the required connection speed, state-of-the-tech-nology browser software and acceptance of the cookies transmitted by the Contractor's server and shall bear all costs in connection with the fulfilment of those requirements. The Contractor shall inform the Principal on request of the browser to be used.

4 Rights of use to output

- 4.1** For the term of this Contract, the Contractor shall grant the Principal the non-exclusive, non-transferrable right to participate in the Courses booked.
- 4.2** The right to participate in Courses during the term of this contract shall include access to the Course covered hereunder and the entitlement to access course content (online) on a data processing device (PC, tablet, smartphone) for the Principal's own learning purposes. Access shall be limited to one User per Course license; it shall be prohibited to substitute Users.
- 4.3** Any commercial transfer, in particular the sale, letting, leasing or rental of Courses, their content or documentation shall be prohibited.
- 4.4** It not admissible to collect elements of the Courses for the use of unauthorised third parties, to duplicate them, to copy them onto data media or to store them on retrieval systems.
- 4.5** Utilisation of the User's license shall be limited to a period of 90 days from a User's initial access to the Course unless a diverging period has been stipulated in the performance specifications.

5 Supplier's rights

- 5.1** All course content provided by the Contractor is protected by copyright. The Contractor, respectively the authors and license holders, reserve all resulting rights, in particular the right to reprint, translate, reproduce on photomechanical or other media, record and process such content by means of electronic data processing or to distribute it in computer networks in whole or in part.
- 5.2** The Principal shall not be granted any property or exploitation rights to the content or programs provided.
- 5.3** Brands, company logos, other hallmarks or protection notices, copyright notices, serial numbers and other features serving the identification of the Contractor or licensor or individual elements thereof must not be removed or amended.

6 Data protection

- 6.1** The contracting parties shall observe the applicable data protection regulations, in particular those of the German Federal Data Protection Act (BDSG). The Contractor shall impose the relevant obligations in particular on those of its staff members who are involved in the performance of this contract.
- 6.2** The Contractor shall be entitled to transfer to third parties personal data of the Principal or Users, provided that such transfer is required for the fulfilment of the contract.

7 Term

- 7.1** In accordance with 4.5 of these Conditions, the agreed Course shall have a fixed term for individual Users. Purchased course licenses must be registered by Users within 12 months and shall expire thereafter, whereby the period of usage of Courses already started shall remain unaffected by this stipulation. Provided that a User registers before expiry of those 12 months, it shall be entitled to the full period of usage in accordance with 4.5.
- 7.2** The entitlement of both contacting parties to terminate the contract for cause shall remain unaffected.

8 Compensation

- 8.1** The compensation to be paid for participation in the Course shall be based on the Contractor's performance specifications.
- 8.2** The principal shall settle any amounts due by credit card, instant transfer, PayPal or invoice. The invoice amount shall be due within 14 days of date of invoice. Payment shall be considered as received once the amount due has been credited to the Contractor's account.
- 8.3** All rates quoted are net prices and subject to VAT.

9 Liability for defects, warranties and assurances

- 9.1** A material defect shall be deemed to be given if the Course does not comply with the contractual conditions set forth in 2.1 and therefore the suitability for contractual use shall be considered as nullified or considerably impaired. A negligible impairment of use shall remain out of consideration.
- 9.2** The Principal shall be obligated to inform the Contractor in writing without delay of any defects, disruptions or damages. The Contractor shall rectify any defects within a reasonable period upon receipt of a justifiable and comprehensible description of defects.
- 9.3** The right of termination based on the refusal to grant a right of use pursuant to Section 543 paragraph 2 no. 1 of the German Civil Code (BGB) shall be deemed to exist if the defect is not rectified within a reasonable period or if its rectification must be considered as failed.
- 9.4** The Contractor shall not be held liable if the use of the Courses infringes on third party property rights or copyrights or causes damage to third parties. At this time, the Contractor is unaware of such rights.
- 9.5** The Contractor shall not be liable for the Courses' suitability for the Principal's purposes.
- 9.6** The Principal's right to demand compensation subject to the legal requirements pursuant to the stipulations set forth in 10 below shall remain unaffected.

10 Limitation of liability

- 10.1** The Contractor shall be liable for damages on any legal grounds to the amount set forth in paragraphs a. to e.:
 - a.** The Contractor's liability for damages caused with intent or gross negligence by the Contractor or one of its vicarious agents or legal representatives shall be unlimited.
 - b.** The Contractor's liability shall be unlimited in instances of personal injury, bodily harm or damage to health as well as in instances of negligent breach of duty by the Contractor or its legal representatives or vicarious agents.
 - c.** Unlimited liability is granted in instances of damage due to serious organisational culpability on the Contractor's part and for damage caused by the absence of warranted properties.
 - d.** In the event of a negligent breach of a significant contractual duty, the Contractor's liability shall be limited to the extent of foreseeable damage that may typically be expected. An essential contractual duty in this respect is any duty the fulfilment of which enables the proper execution of the contract and that the Principal relies on and is entitled to rely on.
 - e.** In instances of product liability, the Contractor shall be liable in accordance with the Product Liability Act.
- 10.2** Any further liability on the Contractor's part, in particular liability without fault, shall be excluded. In accordance with Section 536a paragraph 1 clause 1 of the German Civil Code (BGB), this shall include the Contractor's liability regardless of negligence or fault for any defects already present at the time the contract was concluded.

- 10.3** In the event of damage culpably caused by the Contractor as well as the Principal, the Principal shall be liable for contributory negligence.

11 Notice of revocation

Any natural entity who concludes a legal transaction for purposes which can be attributed chiefly neither to its commercial nor its independent professional activity shall be considered a consumer in accordance with Section 13 of the German Civil Code and shall be entitled to a legal right of revocation in accordance with the stipulations set forth below. Provided that the Principal is a consumer, the stipulations set forth in 11 shall apply.

11.1 Right of revocation

The consumer shall be entitled to revoke this contract within a period of 14 days without stating reasons. The revocation period shall be 14 days from the date the contract is concluded. To exercise its right of revocation, the consumer is obligated to inform the Contractor (Materna TMT GmbH, Voßkuhle 37c, 44141 Dortmund, Germany) by means of an unequivocal statement (e.g. a letter dispatched by physical mail, telefax or email) of its decision to revoke the contract. The dispatch of the notice of revocation prior to expiry of the revocation period shall be deemed as sufficient to comply with the revocation period.

11.2 Consequences of revocation

Should this contract be revoked by the consumer, the Contractor shall be obligated to refund to the consumer all payments received from it, including delivery costs (with the exception of additional costs incurred due to the consumer's decision to choose a type of delivery other than the economical standard delivery offered by the Contractor), without delay within 14 days from the date of receipt of the revocation notice by the Contractor. The contractor shall use for such refund the same means of payment as used by the customer for its initial transaction, unless expressly agreed otherwise with the consumer; in no event shall the consumer be charged with fees for such repayments.

End of notice of revocation

11.3 Special note

In accordance with Section 356 paragraph 5 of the German Civil Code, in instances of contracts for delivery of digital content provided by means of media other than a physical data medium, the Right of Revocation shall also expire in instances where the Contractor has commenced with the execution of the contract after the consumer has

- expressly agreed that the Contractor shall commence with the execution of the contract prior to expiry of the revocation period and
- acknowledged its awareness that it waives its right of revocation with its agreement to commence execution of the contract.

12 Final provisions

- 12.1** The Contractor shall be entitled to commission third parties with the execution of contractual obligations. The Contractor shall be entitled to transfer its contractual rights and obligations in whole or in part to third parties.
- 12.2** No ancillary verbal agreements have been made. Modifications and amendments, including the written form requirement, must be made in writing.
- 12.3** Events of force majeure which render significantly more difficult or impossible the delivery of a contractual duty or obligation (with the exception of payments) shall entitle the contractual party concerned to delay the fulfilment of this duty or obligation for the duration of this impediment as well as a reasonable start-up period. The term "force majeure" shall include

industrial disputes at the contractual partners' places of business or industrial disputes at the places of business of third parties and similar circumstances which directly and indirectly affect the contracting parties.

- 12.4** Should any one of the provisions of this agreement or additional contract components be or become invalid, this shall not affect the overall validity of this agreement. The parties to this agreement shall replace any invalid provisions by valid provisions of similar economic content in due consideration of the interests of the contracting parties. The same shall apply to an omission in this agreement.
- 12.5** Court of jurisdiction with respect to business persons, legal entities under public law or public special funds is Dortmund, German, optionally the respondent's domicile.
- 12.6** All contracts agreed between the contracting parties subject to these conditions shall be governed by German law with the exception of the CISG United Nations Convention on Contracts for International Sale of Goods of 11 April 1980. A referral to foreign law in accordance with the principles of private international law (IPR) is excluded.

This is a translation of the original German document. In case of dispute, the German version is valid.