

Terms and Conditions for Training

§ 1 Scope of Contract

- 1.1 Embedded Office GmbH & Co. KG (hereinafter "Embedded Office") carries out workshops and seminars (in the following named "training") at Embedded Office's or at the customer's place of business.
- 1.2 If so requested by the customer, Embedded Office shall carry out the customer specific training. Details shall be agreed on separately.
- § 2 Enrollment/Fees
- 2.1 The customer shall enroll in writing either by facsimile, E-mail or via the Internet. Embedded Office shall confirm the enrollment in writing.

In case of customer specific training the customer's order shall be deemed as the enrollment.

- 2.2 Unless otherwise agreed, all prices named shall be per participant. VAT shall be added to all prices. Fees shall be due without deductions at the date of the training, respectively within fourteen (14) days of the confirmation of enrollment by Embedded Office. In case the customer has not paid the fee(s) in time, Embedded Office shall be entitled to exclude the participant(s) from the training or cancel the customer specific training, respectively.
- § 3 Cancellation
- 3.1 The customer may cancel an enrollment no later than 14 days before the training. In case the customer cancels an enrollment later, Embedded Office shall be entitled to charge 50 % of the participant fee plus VAT. In case the customer cancels one (1) workday before the training, Embedded Office may charge the full fee, unless the customer presents another participant as a substitute.

In case of the customer-specific training the customer may cancel the order no later than one (1) month before the training. In case the customer cancels an enrollment later, Embedded Office shall be entitled to charge 50 % of the fee plus VAT, unless the parties agree to postpone the training. In case the customer cancels three (3) workdays before the training, Embedded Office shall be entitled to charge the full fee plus VAT, unless the parties agree to postpone the parties agree to postpone the training. Embedded Office shall be entitled to charge the full fee plus VAT, unless the parties agree to postpone the training. Embedded Office shall be entitled to charge the full fee plus VAT, unless the parties agree to postpone the training.

- 3.2 Embedded Office reserves the right to cancel a training any time, in case the required number of participants is not reached or in case organizational or technical reasons make the cancellation necessary, in particular if the trainer is sick.
- 3.3 Embedded Office is entitled to replace the trainer. In this case the customer shall neither be entitled to rescind the contract nor to reduce the fees.
- § 4 Intellectual/Proprietary Rights
- 4.1 Embedded Office reserves any right on any document of Embedded Office, which Embedded Office hands over in connection with the training. The customer shall not be entitled to copy them or work on them, and the customer shall in particular not be entitled to deliver them to any third party.



- § 5 Embedded Office's Liability
- 5.1 Embedded Office including any person engaged in performing any obligation under this contract shall be liable for damages under any claim based on normal negligence only, if Embedded Office breaches a basic obligation under this contract. In this event, Embedded Office's liability shall be restricted to the higher of the following amounts:
 - EUR 100,000.00,
 - The contract value,
 - The characteristic and foreseeable damages.

The customer is entitled to claim for a higher maximum, but Embedded Office may then require a surcharge for the aggravated risk.

The restrictions shall not apply if and to the extent to which damages are covered under Embedded Office's business liability insurance and the insurance company has effected payment to Embedded Office. Embedded Office agrees to uphold the coverage of this insurance as given at the time of the signing of the contract.

Claims for personal injury shall remain unaffected.

- § 6 Confidentiality Obligations
- 6.1 Embedded Office shall keep the customer's trade and business secrets confidential for an unlimited period of time, as well as all other information obtained by Embedded Office under or in connection with this contract designated in writing as confidential by the customer. However, Embedded Office shall have no obligation with respect to any information which is (i) already in Embedded Office's possession at the time of the execution of the contract, (ii) independently developed by Embedded Office, or (iii) which is publicly known through no wrongful act of Embedded Office.
- 6.2 Notwithstanding § 6.1, Embedded Office is not obliged to keep confidential any of Embedded Office's ideas, concepts, know-how or techniques related to the development of software.
- 6.3 Embedded Office shall obligate its employees to observe the above confidentiality obligations.
- 6.4 Embedded Office may include the name the customer and a brief description of the rendered performances in a reference list. All other advertising references to the customer shall be discussed in advance with the customer.
- § 7 Miscellaneous
- 7.1 The contract and its modifications require written form.
- 7.2 The contract shall conform with and be governed by the laws of the Federal Republic of Germany without regard to its choice of law rules and excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods.
- 7.3 If the customer is merchant in terms of law exclusive venue shall be Embedded Office's main place of business.