Agreement

between

EXASOL Cloud Computing GmbH

("EXACloud")

Neumeyerstr 22-26

90411 Nuremberg, GERMANY

and

zzz_test_admin

("XYZ" or "Customer")

Status	Entwurf
Contract No	00015197.1
Valid to	4/6/2016
Contact person	Gunther Schweer
	Sales Manager
	+49 172 8376719
	gunther.schweer@exasol.com

1 Preamble

1.1 EXACloud provides database services based on the high-performance EXASolution ("Software") database in the cloud ("Cloud Services"). EXACloud customers thereby use the modern and safe infrastructure of EXACloud as well as versatile, complementary services in conjunction with the implementation and operation of data warehousing, business intelligence and data mining.

1.2 Contract partner description

1.3 Purpose of contract

2 Cloud Services

2.1 Service description

2.2 XYZ will pay to EXACloud fees as agreed in the Annexes. All prices are exclusive of Value Added Tax (“VAT”).

3 Special Terms

Special Terms

4 General Terms and Conditions

Unless expressly otherwise agreed between the Partners, this Agreement shall be governed by EXACloud`s General Contract Terms (Annex 1).

5 Reference Customer

EXACloud is authorized to cite XYZ as a customer reference according to the provision in paragraph 1.6.1 of the General Contract Terms.

6 General Provision

6.1 Amendments and additions to this Agreement must be made in writing, including amendments to or a waiver of this written form requirement shall be made in writing.

6.2 In the event that one or more provisions of this Agreement should be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected thereby. The invalid or unenforceable provision shall be deemed to be replaced with such legally permissible provision which comes as close as possible to the economic purpose of the invalid or unenforceable provision.

6.3 This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany without regard to the UN Convention on the International Sale of Goods (CISG). The courts of Nuremberg shall have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement.

Date:	_____	Date	_____
zzz_test_admin		EXASOL Cloud Computing GmbH	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____

Annex 1. General Contract Terms

1 General Provisions

1.1 Application of the Contractual Terms and Conditions

For the contracted Cloud Services, for further agreed services and for pre-contractual obligations, these General Contract Terms of EXACloud shall apply exclusively. Customer's general terms and conditions shall not apply, even if they are attached to requests for an offer, orders, declarations of acceptance, etc., and regardless of whether or not EXACloud expressly objects to them in any individual case. The services specified in these General Contract Terms form only part of the Agreement if the provision of the respective services is explicitly agreed upon between the parties.

1.2 Confidentiality and Data Protection

1.2.1 The Customer hereby agrees to treat all information, including but not limited to software, documents, presentations, etc. as confidential, of which Customer became aware or received from EXACloud prior to the conclusion of or during the term of the contract which are protected by law, or which evidently contain business or company secrets or are marked as confidential, notwithstanding the expiration of the contract, unless such information is publicly known in the absence of a breach of this confidentiality obligation ("Confidential Information"). Customer hereby agrees to store and secure all Confidential Information in a manner so as to prevent any misuse by third parties or the Customer themselves.

1.2.2 Customer will make Confidential Information available only to those employees who require access to them in the performance of their job-related duties ("need to know"). Customer shall instruct these persons regarding the confidentiality of the objects and documents in question and have written agreements in place which ensure the observance of this confidentiality obligation. Access to third parties shall not be permitted except with the express written consent of EXACloud.

1.2.3 EXACloud processes the contract partner's data, which is necessary for business purposes, according to the legal data-protection regulations.

1.3 Applicable Law, Place of Performance

The laws of the Federal Republic of Germany shall apply without regard to the Convention on the International Sale of Goods (CISG). The place of performance and legal venue for any dispute in connection with this contract is Nuremberg, Germany.

1.4 Remuneration, Payment

1.4.1 The fee for the Cloud Services, as well as other service fees, are due in full immediately after the commissioning and Customer's receipt of invoice, and are payable within fourteen (14) days of the invoice date. Unless otherwise stipulated in the Agreement or the service description, the fee is payable in advance at the beginning of each Period (as stated in the service description). If Customer delays acceptance without cause, the fee is still due and payable. If the parties agreed on an annual payment the fee is payable in advance at the beginning of each contractual year.

1.4.2 Prices quoted by EXACloud are to be understood as exclusive of any relevant taxes or duties applicable at the time of shipping and/or delivery.

1.4.3 Only claims which are undisputed by EXACloud or have become final and legally binding may be offset by Customer. Except for claims in connection with § 354a HGB (German Commercial Code), Customer may not assign, delegate or otherwise transfer any of its rights or obligations under this contract without the prior written consent of EXACloud. Customer shall only have a right of retention or the right to claim non-performance of the contract within this contractual relationship.

1.5 Obligation to Cooperate, Backups

Customer shall appoint – if necessary per service provided - a qualified and sufficiently authorized employee, who shall be available to EXACloud during execution of cloud services, administration, consulting and training services and who is authorized to make necessary decisions and initiate measures.

1.6 Reference Customer

1.6.1 Customer grants EXACloud and EXASOL the right to refer to Customer, and display its logo, in the course of its marketing and promotional activities. Such activities may include, for example, articles in professional media, success stories in online and printed publications, references in discussions with journalists, customers and partners and the visual and content representation on EXACloud's website or at public events, such as industry fairs, etc. EXACloud agrees to inform Customer of such activities and to coordinate the representation with Customer before publication. Customer may refuse such activities only for good cause.

1.6.2 If and when the Customer takes part in the EXACloud Startup Programme (Service Level "Startup") he commits himself to promote EXASOL, in particular
- to name EXASOL as a partner and solution on the Customer's website;
- to provide a customer testimonial and a use-case of the Customer for the website and the promotional material of EXASOL ;
- to be available as a contact and reference for other start-ups which are interested in EXASOL;
- to mention EXASOL during interviews and talks with partners if they are about the technical implementation of the solution of the Customer.

1.7 Liability

1.7.1 EXACloud is only liable for compensation and reimbursement for expenses (including, without limitation, lost profits, lost expenses, etc.) irrespective of the legal basis (e.g., pre-contractual, contractual and similar obligations, product liability, violation of duty or tort) to the following extent:
a) Liability based on intent or guarantees given by EXACloud shall be without limitation.
b) In the event of gross negligence, EXACloud shall be liable for typical, and upon the conclusion of the contract foreseeable damage.
c) In case of a breach of cardinal duties (such as default) that endangers the purpose of the contract and which does not constitute gross negligence, EXACloud shall be held liable only for such damage which is typical for this kind of business and was foreseeable upon the execution of this Agreement, but to the maximum amount of 50% of the annual Cloud Service fee per claim and 100% of the annual Cloud Service fee for all claims from and in connection with the contract overall.

1.7.2 EXACloud is entitled to claim contributory negligence of Customer. In particular, Customer has the responsibility for data protection and blocking of malware in accordance with the latest technical standards.

1.7.3 In case of injuries to life, body and health and for claims under the German Product Liability Act, the statutory provisions shall apply.

2 Contractual terms of the Cloud Services: Maintenance

During the duration of the contract on Cloud Services EXACloud rents out software and hardware of an extent corresponding to the contractual agreement and the instructions in the service description.
Cloud Services are differentiated in the following service levels:
• EXACloud Startup
• EXACloud Standard
• EXACloud Premium

2.1 Terms and Conditions on Maintenance and Support

2.1.1 Beyond its liability for defects, EXACloud provides the following maintenance and support:
- Provision of a hotline for error reporting
- Personalized access to a customer-specific support website for up to 5 employees (for an additional fee access for more than 5 employees can be provided)
- Provision of bug fixes for fixing internal logic errors, as required
- Access to current software releases

2.1.2 EXACloud provides only qualified employees or authorized third parties for maintenance and support who are familiar with the functionality of the Software. Maintenance is carried out at the discretion of EXACloud and usually by providing software which modifies and/or complements the Software specified in the Agreement and its service descriptions in the Annex.

2.1.3 EXACloud provides maintenance services in accordance with the care customary in its business area and in accordance with the following provisions: bugs which occur in the Software are to be categorized by the error priorities mentioned in Sec. 2.2, and then handled according to the appropriate response (Sec. 2.3) and processing times (Sec. 2.4). EXACloud does not give a guarantee for the elimination of the error in general or within a certain time frame. Further, there is no obligation to guarantee a certain availability of the Software.

2.1.4 The scope of the contractual maintenance services is
- the two last Minor- or Major program versions;
- each Major and Minor-Version for two years up to the date of introduction by EXACloud.

Major-Versions are indicated by the digit before the point (f.ex. 5.0). Minor Versions are indicated by the digit after the first point (f.ex. 4.1).

The Bugfis-Versions are indicated by the digit after the second point (f.ex. 4.1.8). Besides the respective previous program version the Customer is not entitled that EXACloud maintains an older and a current version at the same time. If Customer requires such additional maintenance service for an older version a separate agreement with EXACloud is necessary.

2.2 Error Priorities

2.2.1 If Customer recognizes that the Hardware and Software does not provide the functionality stipulated in the documentation or contract (“Error“), then Customer will inform EXACloud by e-mail, hotline or support systems set up for this purpose and will describe the Error in a reproducible manner (“Simple Error Report”). Unless otherwise agreed, the documentation determines the functionality in the EXACloud performance list to be found in www.exacloud.de/system.html.

2.2.2 Reported Errors are differentiated according to the following priorities:

• Critical

Impairment of business critical processes, e.g., processes with high priority and a fixed time frame cannot be processed in due time. There is no possibility to avoid the Error; proper operation is generally not possible.

• Major

Impairment of important functions, e.g., processes with high priority can only be processed with extensive workaround solutions; work with the Software is significantly limited.

• Normal

Single functions of minor importance are not available or important functions are available by working around the problems; the Error affects only a function or module that the Customer does not need or use continuously and/or essentially. Furthermore, the system functionality is not affected or at least not substantially limited.

• Minor

An Error occurs, which does not have severe effects. Miscellaneous disturbances/ feature requests to the product with low priority.

2.2.3 The priority is initially determined by Customer. If Customer does not make any statements about the priority, the reported Error will receive the priority level “normal”. The priority can change during the course of the correction work.

2.2.4 If the subject of an Error Report is not an error as defined in Sec. 2.2.1 and the processing of such requests has not been contractually agreed, then EXACloud may inform Customer that the necessary work will be invoiced or that the question should be put in the EXACloud Community. If no Error exists, then the service times defined below do not apply.

2.3 Response Times

2.3.1 Depending on the classification of an Error and the contractually agreed service level, the following Response Times shall apply:
Service level “Startup”
- Critical: within 8 hours
- Major: within 16 hours
- Normal: within 48 hours
- Minor: within 96 hours
Service level “Standard”
- Critical: within 4 hours
- Major: within 8 hours
- Normal: within 24 hours
- Minor: within 48 hours
Service level “Premium”
- Critical: within 2 hours
- Major: within 4 hours
- Normal: within 12 hours
- Minor: within 24 hours.
Within the response time, Customer will receive a simple response (“Response”). The response time is calculated within the service hours as per Sec. 2.6 as the time difference between receipt of the Error Report by EXACloud and the Response from EXACloud by Customer.

2.3.2 If EXACloud has not received a qualified Error Report, Customer is obliged to provide additional information about the Error. As far as possible EXACloud will independently retrieve additional information, i.e. log files, in order to start working on fixing the Error as fast as possible.

2.4 Processing Times

2.4.1 After receipt of the Error Report and, if applicable, necessary additional information (“Qualified Error Report”), EXACloud will try to reproduce the Error. If the problem is reproducible, EXACloud will inform Customer within the Processing Time, whether it is a bug in the Software and will provide an evaluation of the necessary steps to be taken and the expected duration of the bug fixing (“Qualified Response”). If an Error exists, Customer will be regularly informed about the progress of the bug fix.

2.4.2 According to the Error priority, the following Processing Times shall apply, calculated as of the moment of receipt of the Qualified Error Report and within EXACloud’s service hours:
- Critical: within 4 hours
- Major: within 8 hours
- Normal: within 24 hours
- Minor: for the next release

2.4.3 Within the Processing Time, EXACloud will begin the correction work by developing patches, work-arounds, releases etc. To avoid down times or impairments of use, a temporary work-around can be done initially. If the work-around has been successfully implemented, the Error priority will be adjusted accordingly. The final bug fix can be provided within one of the next releases.

2.4.4 If, during the course of the correction work, measures are necessary which do not fall within EXACloud’s responsibility, e.g. hardware repair work or restoration of back-ups, and if EXACloud cannot proceed without such measures, then the time for the execution of those measures will not be included in the processing and response times.

2.5 Correction Work

2.5.1 If an analysis of system dictionaries is required for trouble shooting or correction work, EXACloud will be entitled to login to the database by using a special database user, whose access privileges are limited to system dictionaries. Thus, direct access to the data tables of the database is impossible.

2.5.2 The access follows existing privacy policies which regulate the access to personal master data and user data. Particularly the copying of such data for analysis of an Error shall require the express approval of the Customer.

2.5.3 For the fulfillment of EXACloud’s contractual duties, Customer grants to EXACloud the necessary access data for the Cluster. In case of correction work and other maintenance actions, this access data specifically includes user domains with are necessary for processing the request and which have the necessary privileges at the operating system and data base level.

2.6 Service Hours

EXACloud's Service Times are Mon-Fri 8AM-6PM (GMT +1), except for national holidays. From Dec 24th until Dec 31st, the following times apply: Mon-Fri 9AM-12AM (GMT +1). During Service Hours, error reports can be provided via the support hotline, via e-mail to service@EXACloud.com or through the EXACloud support portal. Outside Service Hours error reports can only be provided via e-mail or through the support portal.
If not otherwise agreed upon, the above-stated Response Times (Sec. 2.3) and Processing Times (Sec. 2.4) apply only within the service hours.

3 Conditions of the contract for Cloud Services: Housing & Operations Engineering

EXACloud offers the Customer the flexible use of the high-level performance databank system EXASolution® within the EXACloud infrastructure.

3.1 Properties and size of the system

3.1.1 The scope of the license agreed on serves as a basis for the sizing of the EXASolution® system ("System"). The scope of the license is defined in the service description.

3.1.2 In addition to one or several servers („nodes"), the infrastructure of the system may include a so-called Failover Server which takes over the tasks of a node in case of its failure. Computing capacities and memory capacities which typically do not belong to the system may also be provided. Unless specific infrastructure and system requirements for the system are agreed on, EXACloud decides about the nature and method at its sole discretion, e.g. physical or virtual systems, as well as the composition of the infrastructure for the housing. According to its sole discretion, EXACloud is entitled at any time to perform alterations of the infrastructure etc., unless the Customer suffers substantial disadvantages by these measures.

3.1.3 In case of the Service Level "Startup" the raw data volume (RAW_OBJECT_SIZE) is limited as defined in the service description. In case of the Service Level "Standard" and "Premium" the maximum data volume in the database (MEM_OBJECT_SIZE) must generally not exceed five times the scope of the license agreed on (DB RAM). The allowed data volume is defined in the service description. If the allowed data volume is exceeded, the licence must be adapted accordingly ("Increase").
a) Increase in the cases of Service Levels "Standard" and "Premium": the scope of the Increase is determined in the contract and in the service description, respectively. As soon as EXACloud realises that in the following two months there will be an Increase presumably, EXACloud will contact the Customer and announce the increased demand ("Announcement"). If the Customer confirms the Increase to be expected accordingly, EXACloud will initiate the necessary steps for the implementation of the "Increase" within four weeks from receipt of the confirmation. By implementing it the Increase is deemed as initiated. The fee for the Cloud Services and the duration is increased in accordance with the statements in the service description.
b) Increase in the case of the Service Level Startup: if the raw data volume exceeds the limit of the allowed limit agreed on, EXACloud will notify the Customer ("Announcement"). The contractual partners will cooperatively negotiate an adaptation of the contract, in particular as far as the Service Level is concerned. If no agreement on the adaptation of the contract is achieved within one month after the Announcement by EXACloud there will be an extraordinary right of termination on the side of EXACloud.
c) If the Customer does not correspondingly confirm the Increase to be expected announced by EXACloud within four weeks or if there is no adaptation of the contract and if there will be an Increase nevertheless, the following will apply:
• the Customer is liable for any deficiencies, errors, loss of performance and other malfunctions in the performance of the Cloud Services; EXACloud in this case is not affected by any warranty deeds and any other obligations concerning maintenance and other services;
• The Customer is liable for any lack of data backup caused by the Increase and by the non-existing memory capacity;
• EXACloud is entitled to separately invoice possible additional work and expenses concerning the support of the system (e.g. processing incidental cases such as backup cannot be finished, database cannot be initiated etc.) caused by the Increase.

3.2 Housing

The Housing of the system is performed by EXACloud or a qualified third party appointed by EXACloud. The Housing in particular comprises the operation of servers including the necessary power supply, air conditioning etc. for the configuration agreed on. For the access of the Customer EXACloud generally provides a 10 MB connection as an uplink.

3.3 Operations Engineering

Operational tasks include Installation Service, Operational Service, Incident Management, Monitoring und Database Administration.
In the cases of the Service Levels “Startup“, “Standard“ and “Premium“ all the services mentioned above are included with the exception of Database Administration. Database Administration Service can be booked by separate agreement as well as financial compensation.
Operation Engineers usually do not require a privileged log-in to the databases, unless Database Administration Service is agreed. If a privileged login is required for conducting some tasks (e.g. a major update), the Customer will be informed beforehand.

3.3.1 Installation Service

Within the scope of installation service the system will be prepared for operation of EXASolution. In doing so, the following services are usually differentiated:
- Preparation of the cluster for the operation
- Installation of a secured network access for the Customer
- Start of database instances
- Configuration of the backup-scheduler
- Handover of login data (with the handover of the login data the installation will be completed)

3.3.2 Operational Service

a) This service includes regular maintenance tasks (scheduled tasks, not error correction work according to Sec. 3 above), which are performed as required or upon request by the Customer. The Operational Service includes the following services:
- Update Service: Installation and deployment of releases (major and minor)
- Node Management
- Cluster upgrade
- Database Instance Management
- Creation / removal of database instances
- Start / stop of database instances
- Implementation of system-internal data backups of the database instances
- Database restoration upon request

External data backup (offline backup) is not included in the scope of service. The system-internal data backup requires that Customer reserves enough storage in the Cluster for the backup. Reports about system usage are created on a monthly basis. Therefore access to the statistics system tables in EXASolution is required.
b) Within the scope of service levels “Startup” and “Standard”, the service times of operational services correspond the service times defined in 2.6. If Customer wishes operational services outside the agreed service times, the above mentioned services can be ordered individually on T&M basis. The service times of “Premium” level are 24x7.

3.3.3 Incident Management

Within the scope of Incident Management, if an “Incident“ occurs within the agreed Incident Management hours, EXACloud will initiate all necessary actions to restore the standard operation of the EXASolution Cluster as quickly as possible. Software bug fixing is not subject to Incident Management, but to the maintenance contract or the provided warranty, as applicable.
- An “Incident“ is an occurrence which poses a deviation from the standard operation of the EXASolution Cluster and which causes an actual interruption/disturbance of the operation, or a reduction of the contractual quality of the Software, e.g. a database instance does not accept connections; the backup cannot be generated or one or more hardware components are defective, etc.
- Once EXACloud receives an automated “Incident Message“ by System Monitoring (compare Sec. 3.3.4) EXACloud will commence Incident Processing within the Incident-Management Periods agreed on.
- If the Customer realises an Incident he shall notify EXACloud about it via the set up hotline, the support portal or by email to service@exacloud.com. Outside the Service hours according to 2.6 the message has to be reported via the hotline only.
- Within the Service-Level “Startup“ and “Standard“ the Incident Management Periods correspond to the service hours in Sec. 2.6. In the case of the agreed Service Level „Premium“ the Incident Management Periods are non-stop 24/7.

3.3.4 Monitoring

Within the scope of Monitoring, EXACloud installs a software-based system monitor with an automated Incident report system, which follows a two-stage escalation strategy. The extent of the monitoring is oriented toward typical error sources in the EXASolution Cluster and database operations. The monitoring times correspond to the Service Times in Sec. 3.6.

3.3.5 Database Administration

EXACloud handles the user and role administration for all database instances. The tasks are performed upon request and require the explicit agreement of the Customer. The authorization concept is administrated by EXACloud, but not created within the scope of this service. EXACloud may assume the creation of the administration concept within the scope of the consulting portfolio.
Additionally, EXACloud monitors performance trends and reports them to the Customer on a regular basis. EXACloud analyses performance issues, which are not recognized as errors according to Sec. 3.2.1, and provides the Customer with suggestions for improvement. Such effort is limited to 1 man day per month. EXACloud may undertake additional effort within the scope of the consulting portfolio. EXACloud receives full access (sys) to the database. Upon request by the Customer, EXACloud may perform further tasks in the database which require full access.

3.4 Minimum Term, Termination

3.4.1 EXASOL will provide maintenance and services for the Software during the Term.
The Initial Term shall commence on delivery of the access data for the Cloud system. Unless a minimum term is stipulated in the Agreement or service description, the Initial Term shall continue for one period (as stated in the service description in the Annex).

3.4.2 Thereafter, the term of this Agreement shall automatically renew for an additional Period as stated in the Annexes unless notice of termination is given to the other Party at least one (1) month prior to the expiration of the then-current Term.

3.4.3 The right of both parties to terminate for cause remains unaffected.

3.4.4 Any termination notice must be in writing in order to be effective.

4 Terms and Conditions for Consulting Services

The Customer is entitled to a certain amount of consultation and support services in connection with the customer specific installation of the system. In case the Service Level “Standard“ is agreed, one man-day consulting (8 h) and in the case of the Service Level “Premium“ three man-days within the first six months after the initial operation of the system as agreed with EXACloud according to the following conditions can be claimed. Additional consulting services can be ordered at any time against additional remuneration.

4.1 Scope of Services

4.1.1 Within the scope of consulting services, EXACloud provides support to the Customer according to the subject and extent described in the service description.

4.1.2 If nothing stating otherwise was explicitly agreed upon, EXACloud is not required to provide a certain result within the scope of consulting and does not have any obligation concerning the achievement of any objectives, which the Customer may be pursuing.

4.1.3 EXACloud is entitled to utilize auxiliary persons for the purposes of fulfilling the contract as long as the Customer has been notified in advance.

4.2 Time of Service

4.2.1 The Customer must make an appointment with EXACloud in order to schedule when the consulting services will be provided. The appointment must be made at least four weeks before the planned service actions. Any changes to the appointment must also be communicated before the previously agreed-upon appointment. If no appointment has been agreed upon, there exists no claim for the provision of the services.

4.2.2 If the Customer does not claim the services at the agreed-upon appointment, the claim for execution of the consulting services expires. In this case, 80% of the agreed-upon price will be charged.

4.3 Obligations to Cooperate

The Customer will make all necessary information, documentation and data – as appropriate, in written form – available to EXACloud. If required, EXACloud shall be given access to the business and operating premises of the Customer.

4.4 Work Results

4.4.1 If nothing was otherwise agreed upon, the Customer receives a simple, non-exclusive, non- transferable right to use work results.

4.4.2 Subject to agreements to the contrary, the Customer is not entitled to use the work results for non-internal use or– as far as that is not part of the intended use – make them available to third parties.

4.5 Documentation

EXACloud will properly store all documentation provided in the framework of consulting services and will especially make sure that third parties can not gain access to it. The provided documentation is to be returned at any time on the Customer's demand.

4.6 Compensation

If any Consulting Services were ordered in addition to the consulting days already included in the respective Service Levels compensation for consulting services plus occurring travel expenses is due without deduction after the execution of the services, or after the expiration of the services claim as per item 6.2.2, and within 14 days upon receipt of the invoice.

5 Conditions of Contract for the Provision of Training

EXACloud provides courses and training („training“) according to the provisions below.

5.1 Training

5.1.1 Information on subject, content, duration and price of standard training are available at: http://www.EXACloud.com/services/trainings.html and are respectively defined in the Agreement or its Annexes.

5.1.2 If, in deviation from the standard training offer, customer-specific or special topics shall be covered, the parties shall agree separately, in advance and in written form, on content, duration, number of participants and prices. The specification of the individual training program must be completed at least two weeks before the training.

5.2 Location and Time of Training

5.2.1 Training is typically conducted in EXACloud’s training rooms. EXACloud reserves the right to change the location, as far as is reasonable for the participants.

5.2.2 In case of special agreements, in-house training can be conducted at Customer’s premises. In this case Customer shall provide suitable rooms and facilities, in particular a separate room with a projection surface for a projector. If a projector is not available, EXACloud must be informed in advance. The costs for travelling, overnight stays and other expenses of the course instructor(s) will be invoiced separately, according to the actually incurred expenses as evidenced by respective records and receipts.

5.2.3 The training durations are a maximum of 8 hours per day. Unless otherwise agreed the courses start at 9 AM and end at 5 PM. Lunch breaks will be held as agreed.

5.3 Registration Fee

5.3.1 The amount of the registration fee can be found in the price list or will be separately stipulated in writing. Stated prices are non-binding until EXACloud confirms them. The registration fee is to be understood as per participant.

5.3.2 The registration fees are due upon issue of the invoice and must be paid within 14 days, without deductions. Price information from EXACloud is to be understood as not including any applicable taxes.

5.3.3 The registration fee includes course papers, certification fee, a certification document from EXACloud (if the course is duly passed) and provisions during the coffee breaks. All other costs incurred by the participant in connection with the training, e.g., board and lodging, must be paid by the participants. To provide the most effective know-how transfer, the number of participants for each course is generally limited to 5 people.

5.4 Registration

5.4.1 Registrations for training are to be made in writing, by e-mail or via the Internet to EXACloud at the following address:
EXACloud Europa Vertriebs GmbH, Neumeyerstraße 22-26, D-90411 Nürnberg
training@EXACloud.com

5.4.2 The registration for training must be made at least 3 weeks before the start of the training. The registrations must be confirmed by EXACloud. The registration confirmation by EXACloud is subject to a minimum number of 3 and maximum number of 5 participants. Registrations will be processed in the order they are received. The requirement for successful participation in the training is the previous knowledge described in the training description.

5.5 Cancellation and Rebooking

5.5.1 In case of a cancellation or rebooking of a course, EXACloud must be informed in writing. If a course participant is prevented from attending the training, a substitute person can attend instead. The full registration fee will be charged, even if the participant does not attend the entire course. In case of a cancellation or rebooking by the Customer, the following shall apply:
- until 21 calendar days before the start of the course, no fees will be charged.
- until 14 calendar days before the start of the training a fee in the amount of 50 % of the total registrations fees will be charged.
- less than 14 calendar days before the start of the course, the total amount of the registration fees will be charged. Credit for a course will not be given.

5.5.2 EXACloud reserves the right to cancel a course under reasonable conditions, if the minimum number of 3 participants is not reached or if organizational or technical issues arise. This is in particular the case if the instructor is unable to attend for any reason or in any cases of force majeure. EXACloud will inform Customer about any cancellation. If a postponement of the appointment is not possible, EXACloud will refund the already paid registration fees. Further claims are excluded, unless they are based on intended or grossly negligent conduct on the part of EXACloud or its agents. EXACloud can appoint a replacement instructor, modify and advance the content of the training and, with timely prior notice, postpone the training date and change the training location.

5.6 Liability

EXACloud shall not be held liable for the loss or damage of items which are brought to courses, unless the loss or damage is the result of intentional or grossly negligent conduct on the part of EXACloud or its agents. In the training breaks, valuables or important documents are not to be left in the training rooms. House rules must be respected. The provisions in Sec. 1.7 shall apply.

5.7 Property Rights

Training documentation and presentations by EXACloud are copyright protected. Audio and video recordings during the training by Customer or a participant are prohibited without express written consent by authorized EXACloud representatives. The training documents that are handed out by EXACloud become the property of the participant, however, they shall neither be copied, nor processed or distributed without the written consent of EXACloud. EXACloud reserves all rights.

5.8 Data Protection

EXACloud is entitled to save and process a participant's data for the sole purpose of fulfilling the contract and caring for the customer relationship in compliance with the German Federal Data Protection Act (BDSG).

Stand 12/16/2015