

**General Terms and Conditions of Business for the Provision of
Training in Domestic Business Transactions of Jedox AG,
Registered Office in 79098 Freiburg, Germany
(as of June 2014)**

I. Introductory Provisions

1. General, Scope of Contract

1.1 Offers, services and deliveries of Jedox AG ("Jedox") relating to the Provision of Training, present or future, made in relation to the persons or entities listed in clause 1.2 herein take place solely on the basis of the present General Terms and Conditions of Business for the Provision of Training in Domestic Business Transactions ("Training Conditions for Domestic Business Transactions"). Jedox does not recognize any of General Terms and Conditions of customers, regardless if these conditions are contrary to, diverging from or otherwise different than the Training Conditions of Jedox.

1.2 These Training Conditions for Domestic Business Transactions shall only apply to persons resident domestically (Federal Republic of Germany) who are conducting commercial or independent professional activity ("entrepreneurs") at the conclusion of the agreement, as well as to German legal entities under public law or a domestic fund under public law. They do not apply to natural persons who conclude the agreement for a purpose not attributable to their commercial or independent professional activity ("consumers").

2. Subject of Contract, Conclusion of Contract

2.1 The details and information given on Jedox's homepage and in Jedox product catalogues become a legally effective part of any contract only if the contract makes express reference to such details and information.

2.2 The content of any contractual relationship and the scope of the provision of training are governed solely by the written confirmation of order of Jedox; however, in the event of a binding offer on part of Jedox and its acceptance within the specified period, the contractual relationship is governed by the written offer of Jedox. Collateral agreements, verbal statements given by any employees or agents as well as changes or amendments to confirmed contracts must be confirmed by Jedox in writing to be effective; such written confirmation provided via fax or email shall be sufficient.

3. Training Descriptions, Offer and Quotation Documents, Reservation of Right to Make Modifications

3.1 Training descriptions on Jedox's homepage, in catalogues, brochures, etc. do not create any warranty as to quality, nature or description.

3.2 Jedox reserves the right to ownership of and title over, copyrights and intellectual or industrial property rights (including the right to register any such rights) in all offer and quotation documents of Jedox, in particular in test programs, illustrations and cost estimates. The documents listed above must be immediately returned to Jedox at Jedox's request if an offer by Jedox is not accepted.

4. Service Period

4.1 Service periods are only binding if Jedox expressly confirmed them in writing.

5. Prices

Unless agreed otherwise, the prices shown in Jedox's current list of prices and conditions plus statutory value added / sales tax and shipping costs apply.

6. Terms of Payment, Customer's Ability to Pay

6.1 Unless agreed otherwise, Jedox's invoices shall be due for payment in full without deductions or set-offs within 30 days of the date of invoice. Deviating from sentence 1 the training fee for open enrollment training (clause 8) is payable upon registration. Payment is deemed to have been made from the point at which Jedox obtained unrestricted access to the amount ("**Receipt of Payment**").

6.2 Checks shall be accepted if agreed between the parties and shall be considered to be payment only once they have been unconditionally credited to Jedox. Any costs and expenses incurred thereby, in particular, bank, discount and other expenses, inclusive of any value added tax thereon, shall be paid by the customer and shall be immediately due for payment.

6.3 Set-offs or reductions of the amount payable for counter claims or retention of payment with the effect of a set-off by the customer is only permitted if the legal claims are recognised by Jedox, uncontested and due for decision by a court or recognized by force of law.

6.4 From the commencement of the default, Jedox may demand interest of 8% p.a. above the current base interest rate. The parties reserve the right to prove and claim that the damages actually incurred were significantly higher or lower. Jedox's right to demand default interest amounting to four percentage points p.a. over the respective base interest rate, at least 5% p.a., from the due date in the case of a mutual commercial transaction remains unaffected.

6.5 If after the conclusion of the specific contract, it becomes apparent that the payment claim of Jedox will be endangered by the inability of customer to perform, Jedox shall be entitled to refuse its performance under the contract, including performance of any preparatory acts. The right to refuse performance shall cease to exist once payment has been made or customer provides security for payment. Jedox can set a reasonable time limit for provision of such security. After expiration of such reasonable time limit, Jedox may rescind the contract.

II. General Terms for the Provision of Training

7. Customer Training

7.1 Training shall be given at the customer's premises, Jedox's premises or at another location to be determined in coordination with the customer. If training is given at the customer's premises, the customer shall, after consulting with Jedox, provide the appropriate premises and technical equipment. If training is given at another location, the customer shall rent the premises and provide the required hardware and software on site.

7.2 Jedox may cancel the training date for important reason. If this occurs Jedox shall notify the customer in advance and offer alternative dates.

8. Open Enrollment Training

The list of training courses offered by the Jedox Academy is published along with training dates and venues on Jedox's homepage at www.jedox.com.

8.1 Registrations for Jedox Academy training are accepted online through Jedox's homepage or in writing (by fax or mail). Registrations will be considered on the basis of the date of receipt. A registration will be confirmed by Jedox by email within a few days from registration.

8.2 Participation in the training is possible only with a functioning laptop. In particular, it must be able to connect to a wireless router. The laptop must be brought by the customer. If available, a laptop can be provided for training purposes at an extra charge of EUR 60 per training day plus statutory VAT.

8.3 The stated fees for Jedox's training courses are per day and participant plus statutory VAT. The participation fee is payable upon registration. In case of delayed payment, Jedox reserves to right to re-allocate the seat

8.4 The training can be visited by a substitute participant without a processing fee. The transfer to another date for the same training is free until two weeks before the training date. If the customer cancels the training up to four weeks before the start of the training, the customer will receive a refund of the registration fee minus a cancellation fee in the amount of EUR 50.00. If the customer cancels the training up to two weeks before the start of the training, the customer will receive a 50% refund. No refund can be made if the customer cancels less than two weeks before the start of the training. The same applies in the event of a "no-show". The cancellation and rebooking of a confirmed training must be in writing.

8.5 Jedox reserves the right to cancel the training up to two weeks before the start of the training if the designated minimum number of participants is not reached. The right to claim for damages by would-be participant is excluded. If the participation fees were already paid, they will be refunded. In addition, the training can be canceled due to force majeure or for good reason (e.g. illness of the speaker). The right to claim for damages by would-be participant is excluded. If the participation fees were already paid, they will be refunded. In the cases described above (clause 8.4), the customer may request a free transfer to another training date.

8.6 Training materials handed out during the training are only intended for the personal use of the attendants. Attendant agrees that the training material received may not be copied in whole or in part, reproduced or made available to third parties without the prior written permission of Jedox. In no event will Jedox be liable for any claims arising from the infringement of copyrights or consequential damages due to unauthorized copying, in particular due to computer viruses. A data carrier belonging to attendant may not be used with a Jedox computer system without prior examination and express authorization through the conductor of the training.

9. Remuneration, Acceptance

9.1 Unless agreed otherwise, training services requested and commissioned by the customer shall be charged at daily rates to which ancillary costs for travel, accommodation and expenses in compliance with Jedox's current list of prices and conditions are to be added. A service day is equal to eight hours. On-site services at customer premises will be rendered and billed in half or full days. Additional work in excess of eight hours will be prorated and billed additionally on the basis of the daily rate. Waiting times are deemed to be working times. Travel time is calculated separately and invoiced at the hourly rate of 1/16th of the agreed daily rate.

9.2 Service days will be charged and invoiced monthly with the relevant ancillary costs. If ten or fewer service days have been ordered, these will be charged in advance; ancillary costs will be accounted for as specified in sentence 1. Clause 6.1 shall apply as to the due date of Jedox's invoices.

9.3 The default interest to be paid by the customer in the event of late payment is governed by clause 6.4.

9.4 If the customer is in default of acceptance of the service days, Jedox may, after the unsuccessful passing of a reasonable grace period required by law and granted by Jedox, rescind the contract and/or claim damages instead of performance. If Jedox claims damages instead of performance, Jedox may without proof claim damages in the amount of 50% of the remuneration to cover its loss of profits. The parties may furnish evidence that the actual damage was higher or lower.

10. Limitation of Liability

10.1 Jedox shall be liable in accordance with the regulations of the German Product Liability Act (ProdHaftG) and in cases of inability and impossibility for which Jedox is responsible. Moreover, Jedox shall be liable for damages according to the statutory provisions in cases of intent, gross negligence, if Jedox provided a guarantee and in the event of injury to life, body or health for which Jedox is responsible. Apart from this, if Jedox, through simple negligence, breaches a duty whose fulfilment is essential to the proper performance of the contract and on whose fulfilment the customer may rely or a duty whose breach endangers the achievement of the purpose of the contract, Jedox's compensation duty shall be limited to the typical foreseeable damage. In all other cases of liability, compensation claims due to the breach of a duty from an obligation and due to tort are excluded, so that Jedox is not liable for lost profit or other monetary damage incurred by the customer.

10.2 If the customer failed to make backup copies in order to protect itself from loss of data, Jedox's liability in cases of simple negligence shall be limited to the recovery expenses that would have been incurred if backups had been made.

10.3 If Jedox's liability is excluded or limited due to the aforesaid provision, this shall also apply to the personal liability of Jedox's employees, staff members, representatives, and agents.

11 Subcontractors

Jedox shall be entitled to engage subcontractors to carry out training, provided that such subcontractors each provide training through suitably qualified personnel.

III. Concluding Provisions

12. Confidentiality

- 12.1 The parties hereto each undertake to treat in strict confidence all items (e.g. software, documentation, information) received from or that become known via the other party before the conclusion of or in the performance of the contract and that are protected by law, that include business or operational secrets or that are described as being confidential - during and beyond the term of the contract - unless they become known to the public without infringement of the duty to maintain confidentiality. The parties shall keep and safeguard all such items such that third parties are completely denied access to them.
- 12.2 The customer agrees that it shall make the contractual products available only to those of its employees and other third parties that require such access to perform their respective tasks. The customer agrees to instruct such persons on the need to maintain secrecy and confidentiality with respect to such items.
- 12.3 Jedox shall process customer's data required for the transaction in accordance with any pertinent data protection laws and regulations. Following successful provision of the services, we shall be entitled to cite the customer as a reference customer.

13. Place of Performance, Jurisdiction, Governing Law

- 13.1 Unless specifically agreed otherwise, the place of performance is Freiburg i. Breisgau, Germany.
- 13.2 These Training Conditions for Domestic Business Transactions and all legal relationships between Jedox and the customer shall be governed by the law of the Federal Republic of Germany, under exclusion of the UN Convention on the International Sale of Goods (CISG).
- 13.3 If the English legal meaning differs from the German legal meaning of this agreement and its terms, the German meaning shall prevail.
- 13.4 If the customer is a merchant as defined in the German Commercial Code (HGB), a legal entity under public law, or a fund under public law, the location of the registered office of Jedox shall be the venue for all rights and obligations of the contracting parties from all types of transactions, including actions on bills of exchange and checks. The same shall apply if the customer does not have any general domestic venue (in the Federal Republic of Germany), if they relocate their domicile or place of residence abroad (outside of the Federal Republic of Germany) after the conclusion of the contract, or if their domicile or place of residence is not known when the charges are filed.