Elektrobit Terms and Conditions for Training

1. GENERAL

1.1   Registration shall imply acceptance of these T&C

1.2   Elektrobit Automotive GmbH ("**ELEKTROBIT**") provides training. Such training may take place virtual or both at ELEKTROBIT and on-site at the customer.

2. REGISTRATION

2.1   The customer may register for training in writing, by fax, by email, or online. After registering for training class, the customer shall receive written confirmation from ELEKTROBIT**.**

2.2   The number of participants is limited to ensure that the training is a success.

3. EVALUATION

3.1   Evaluation License. Subject to the terms and provisions of this AGREEMENT, ELEKTROBIT grants to LICENSEE a personal, non-exclusive, non-sublicensable and non-transferable right to use the SOFTWARE, for Training evaluation and demonstration purposes only ("License").

The License is restricted to a certain period as mentioned in the offer.

Unless explicitly otherwise agreed, the License is limited to the object code format only. ELEKTROBIT will not provide any source code. Unless explicitly otherwise agreed, Licensee is expressly not entitled to (i) grant sub-licenses or (ii) distribute Software. Licensee may use the Software for demonstration purposes, provided that the demonstration copy of the Software remains on Licensee's hardware that is at all times in Licensee's control and possession, is not installed on any other hardware and that the party receiving the demonstration does not obtain possession or control of any copy of the Software. Licensee is not entitled to alter ELEKTROBIT's logo, name or copyright notations or brands.

3.2   Open Source Components. The Parties acknowledge that the Software may contain open source components. For the avoidance of doubt, all utilization of open source components is governed by the applicable open source licenses.

3.3   No Reverse Engineering; Restrictions. Except as permitted in this Section 3 or required by the applicable mandatory law, Licensee shall not (i) allow others to use or access the Software; (ii) modify, reverse engineer, decompile, disassemble (except to the extent that this restriction is expressly prohibited or limited by applicable law) the Software or create derivative works of any of them; (iii) rent, lease, loan or otherwise transfer rights to the Software; (iv) disclose or make available the Software to any third party; (v) remove or obscure any notices or markings that are specified by law and that are affixed on or incorporated in the Software; (vi) combine or link or otherwise use Software with open source components without ELEKTROBIT's prior written approval.

3.4   Reservation; Licensor Ownership. Except for the express grants under Section 3 , no other rights or licenses in the Software are granted or conveyed to Licensee whether by implication, estoppel, or otherwise. All rights, title and interest in the Software shall remain with ELEKTROBIT or its licensors.

3.5   Non Assertion. Licensee hereby covenants and agrees not to bring suit or otherwise assert a claim based on intellectual property rights resulting from Licensee's access or use of the Software or derivative works thereof against ELEKTROBIT (and ELEKTROBIT's Affiliates) and/or ELEKTROBIT's licensees and their respective customers based on or arising out of ELEKTROBIT's and/or ELEKTROBIT's licensees' and their respective customers' enhancement, further development, reproduction, use, distribution, licensing or other disposing of the Software.

3.6   Upstream Indemnity. Licensee shall defend, indemnify and hold ELEKTROBIT and its affiliates and the employees, officers and directors thereof ("ELEKTROBIT Indemnitees") free and harmless from and against any and all claims, losses, liabilities, costs, damages and expenses (including reasonable attorneys' fees and expenses) suffered or sustained by, or asserted against, any ELEKTROBIT Indemnitee arising out of or relating to the misuse of the Software.

4. FEES

4.1   Unless otherwise agreed, all prices shall be per person and exclusive of statutory VAT.

4.2   All payments shall be due upon receipt of confirmation of registration from ELEKTROBIT and must be made as per the quotation. If payment is not received on time, ELEKTROBIT reserves the right to exclude the participant(s) from the training or, if necessary, to cancel the training.

5. CANCELLATION/REVOCATION

5.1   The customer can revoke the registration free of charge no later than 14 days before the training is due to commence. The relevant date for this purpose is the date on which ELEKTROBIT receives such revocation. If the registration is revoked later, ELEKTROBIT may charge 50% of the participation fee plus statutory VAT. In the event of revocation one working day prior to the start of the training or if a participant fails to attend, ELEKTROBIT may charge the full participation fee.

5.2   ELEKTROBIT may change the venue and/or date of the training. ELEKTROBIT reserves the right to cancel an event at any time if the minimum number of participants is not achieved or if other grounds exist.

This section also applies to virtual classroom [training/courses] in case of technical problems (e.g. MS Teams has a general problem, general internet provider or connectivity issues). In such cases, ELEKTROBIT may cancel the courses or postpone them to another day if a solution to the technical problem is not apparent by the scheduled date of the course.

5.3   ELEKTROBIT may replace trainers. Any such replacement shall not entitle the customer to withdraw from the contract or to receive a reduction in the participation fee.

6. RIGHTS TO DOCUMENTATION

6.1   ELEKTROBIT reserves all rights in respect of ELEKTROBIT documentation handed out before, during and after the training.

6.2   The documentation issued must not be altered, reproduced, shared with third parties, shared with others than the training participants or used commercially by the customer, especially involving electronic systems, without ELEKTROBIT's written consent.

7. WARRANTY AND LIABILITY

7.1   Support. ELEKTROBIT has no duty of reasonable care and is not obligated to (and will not) provide technical support for the training.

7.2   The consultation and training content was built with the best of our knowledge and belief. Elektrobit assumes no liability for the completeness, correctness, actuality or reliability of the contents. Also no warranty is taken over for the usefulness and/or versatility of the contents.

8. NON-DISCLOSURE

8.1   ELEKTROBIT shall undertake to maintain the confidentiality of any and all business secrets and information identified as confidential that it gains knowledge of during the contractual relationship and shall use such only for performance of the contract. The obligation of confidentiality shall not exist for ideas, know-how, and techniques that relate to the execution of training or for information already known to ELEKTROBIT or which ELEKTROBIT becomes aware of outside this contractual relationship.

8.2   ELEKTROBIT shall oblige its employees to maintain confidentiality.

9. MISCELLANEOUS

9.1   Any changes to the contract must be made in writing.

9.2   The contract shall be governed exclusively by German law. The place of jurisdiction shall be the registered office of ELEKTROBIT.

9.3   Export Control. LICENSEE agree to comply with export control laws and regulations, and to obtain licenses to export, re-export or import the Software.