

General Terms and Conditions of **baramundi software GmbH**, Forschungsallee 3, 86159 Augsburg, Germany, hereinafter referred to as "baramundi," for the provision of training services.

§ 1 General

(1) The following General Terms and Conditions apply to the business relationship between baramundi and the customer insofar as baramundi provides training services for the customer. The version valid at the time of conclusion of the contract shall be decisive. Even if this is not expressly stated again when concluding similar contracts, the General Terms and Conditions of baramundi in the version made available to the customer at the time of submission of the customer's declaration shall apply exclusively, unless the contracting parties expressly agree otherwise.

(2) Customers within the meaning of these Terms and Conditions are exclusively entrepreneurs. Entrepreneurs within the meaning of these Terms and Conditions are natural or legal persons or partnerships with legal capacity who, when concluding the legal transaction, are acting in the exercise of their commercial or independent professional activity.

(3) Individual contractual agreements take precedence over these General Terms and Conditions. Deviating, conflicting, or supplementary general terms and conditions shall not become part of the contract unless their validity is expressly agreed to.

§ 2 Conclusion of contract

(1) The customer can select various IT training courses from the baramundi training program, which is available at <https://shop.academy-baramundi.de/?lang=en>, and add them to a shopping cart by clicking on the "Continue to shopping cart" button, subject to availability and remaining places. By clicking on the "Proceed to checkout" button, the customer will then be asked to log in with their existing account or, if necessary, to register as a new customer. Once they have successfully logged in, they can then book the training courses in their shopping cart. To do this, the customer submits a binding request to book the training courses in their shopping cart. Before submitting the request, the customer can change and view the data at any time. However, the request can only be submitted and transmitted if the customer accepts these General Terms and Conditions and thereby includes them in their request.

baramundi will then send the customer an automatic confirmation of receipt by email, which will list the customer's order again and which the customer can print out using the "Print" function. The automatic confirmation of receipt merely documents that the customer's order has been received and does not constitute acceptance of the application. The contract is only concluded when baramundi issues a declaration of acceptance. Acceptance can be declared in writing or by any other declaration that clearly expresses the intention to accept the order placed.

(2) Separate contracts must be concluded for deliveries and services of other kinds (e.g., software licensing, software maintenance).

§ 3 Subject matter of the contract

(1) The training service can be provided in one or more of the course formats offered by baramundi (e.g., classroom training, virtual classroom training "VCT," e-learning, or blended learning). Information on the course formats used for the respective training date booked is available to the customer in the booking portal.

(2) The customer will be given access to the learning environment, the learning management system offered by baramundi. There, training materials, information about the event, and certificates of participation can be viewed. The subject matter of the order placed with baramundi is not the achievement of a specific personal or economic success.

§ 4 Accompanying materials

All accompanying materials or other work materials for training courses are regularly protected by copyright. If the customer is provided with written accompanying materials for the services booked by the

customer, these may not be reproduced, distributed, or made publicly available without the consent of baramundi. baramundi regularly grants only the simple, spatially and temporally unlimited, non-transferable, and non-sublicensable right to use the accompanying materials for the contractually intended purpose. In particular, commercial use of the content is prohibited.

The customer is prohibited from recording and storing audio, video, and chat data. The customer is not permitted to take screenshots, capture visitor images, or collect personal data without the express and verifiable consent of all participants.

§ 5 Training services

(1) Face-to-face training takes place under the guidance of a trainer and in the presence of the participants at the baramundi training center. baramundi attaches great importance to an undisturbed training process and wants to enable participants to attend the training without disruption. Mobile phones must be switched off or set to silent during the training. Participants are obliged to comply with the safety and house rules while in the baramundi training rooms.

(2) In the case of virtual classroom training, the contractually agreed training services are provided independently of location and exclusively online as live training under the guidance of a trainer in a digital training environment provided by third-party providers (Avendoo, Microsoft Teams).

(3) E-learning is provided via a training platform provided by third-party providers (Avendoo). Participants complete the training created by baramundi independently on the platform using an e-learning concept.

(4) Blended learning is the combination of different methods and media, such as face-to-face sessions or virtual classroom training and e-learning.

§ 6 Obligations of the customer

(1) The customer is responsible for ensuring that the technical requirements for using the subject matter of the contract are met, in particular with regard to the hardware and software used, the Internet connection, and up-to-date browser software. In addition, the customer must perform regular data backups and use up-to-date virus protection software. baramundi is not liable for virus damage that could have been prevented by using appropriate software. The limitations of liability set out in these General Terms and Conditions also apply in this regard.

(2) The customer must comply with the applicable law of the Federal Republic of Germany, in particular data protection and youth protection regulations, criminal law provisions, and these General Terms and Conditions. In particular, the customer is responsible for:

- (a) protecting provided or self-generated access data and corresponding identification and authentication mechanisms from access by unauthorized third parties and not disclosing them to such third parties;
- (b) not infringing on the rights of third parties, in particular copyrights and ancillary copyrights, trademark rights, patent rights, other property rights, and personal rights;
- (c) respecting the privacy of others, i.e. not to disseminate any defamatory, threatening, violent, harassing, harmful, racist, or otherwise reprehensible content;
- (d) not executing any applications that could lead to a change in the physical or logical structure of the networks, such as viruses;
- (e) not using the infrastructure provided to them for unauthorized advertising purposes, in particular for the unsolicited transmission of electronic mail.

(3) Insofar as storage space is made available to the customer, they may not store any content that is illegal, violates laws or official regulations, or infringes the rights of third parties. In particular, the infrastructure provided by baramundi or the storage space made available by it may not be used for offers that infringe industrial property rights (such as trademark, patent, utility model, and design rights), copyrights and ancillary copyrights, or other rights (such as the right to one's own image, name, and personality rights), or for the advertising or distribution of such offers. The same applies to pornographic

Address

baramundi software GmbH
Forschungsallee 3
86159 AUGSBURG

Managing Director

Dr. Lars Lippert
Michael Huber

Registry Court

Augsburg
HRB No. 38692

and youth-endangering offers, propaganda articles, and products bearing the symbols of unconstitutional organizations.

(4) If the customer becomes aware of any misuse of their access data or the identification and authentication mechanisms, they must inform baramundi immediately. In the event of misuse, baramundi is entitled to block access to its services. The block can only be lifted upon written request by the customer. The customer is liable for any misuse for which they are responsible.

§ 7 Remuneration

(1) The prices quoted by baramundi are binding. Prices are generally exclusive of statutory sales tax and any other applicable taxes.

(2) The customer's travel and accommodation costs are not included in the price quoted by baramundi. For face-to-face training courses, drinks and snacks are provided during the training.

(3) Unless otherwise specified, the fee for the respective training course booked includes access to the baramundi learning environment, the respective learning materials, and participation in the event.

(4) Customers can pay the amount owed regularly on account. Unless otherwise agreed between the parties, the customer must pay the total price within 14 days of receiving the order confirmation by email or the invoice. After this period, the customer is in default of payment. The customer must accept the agreed payment terms. During the period of default, the customer shall pay interest on the debt at a rate of 9 percentage points above the base rate. baramundi reserves the right to claim higher damages for default.

(5) The customer shall only have a right to offset if their counterclaims have been legally established, recognized, or not disputed by baramundi. The customer's right to offset contractual and other claims arising from the initiation or execution of this contractual relationship remains unaffected by this. The customer may only exercise a right of retention if their counterclaim is based on the same contractual relationship.

§ 8 Access to training courses, blocking of access

(1) baramundi reserves the right to delete information from servers and block user accounts if these General Terms and Conditions are violated. In the event of a violation of applicable laws, baramundi is entitled to forward the relevant information to the competent government authorities.

(2) baramundi reserves the right, subject to further claims, to temporarily block access to the agreed services in whole or in part if and to the extent that the customer uses these services unlawfully, fails to pay the agreed remuneration, is in default of payment, or violates the obligations set forth in these General Terms and Conditions. In such cases, it will not be possible to use the services. The customer will be informed of this immediately by email.

(3) In the case of face-to-face training courses, the local conditions and the house rules there must be observed at all times. In the event of non-compliance, a participant may be expelled from the training venue.

§ 9 Confirmation of participation

Certificates of attendance can be issued to the customer for participation in training courses. The recognition of participation in subject-specific training courses as compulsory further training for specific professional groups is ultimately reserved for the chambers, authorities, or agencies responsible for the respective professional group.

Address

baramundi software GmbH
Forschungsallee 3
86159 AUGSBURG

Managing Director

Dr. Lars Lippert
Michael Huber

Registry Court

Augsburg
HRB No. 38692

§ 10 Cancellation policy

(1) If the customer is unable to attend a training course, they may withdraw from the contract in writing within the specified period by submitting a cancellation notice to baramundi, depending on the date of receipt of their notice:

- up to four (4) weeks before the date of the event, the obligation to pay the fee shall lapse or a full refund shall be made;
- less than four (4) weeks to 14 calendar days before the event date, 25% of the training fee will be charged and the remaining amount will be refunded;
- less than 14 calendar days to three (3) calendar days before the event date, 50% of the training fee will be charged and the remaining amount will be refunded.
- less than three (3) calendar days or in the event of non-attendance by the participant, the entire training fee will be charged.

For events lasting several days, the first day of the event is decisive for the deadline. Cancellations are not possible for our e-learning courses.

(2) Customers cannot rebook to another event date or another event in the web shop.

(3) The customer may name a suitable replacement participant or have the booking rebooked up to and including the third (3rd) calendar day before the event date. This will not incur any additional costs.

(4) Cancellations or nominations of a replacement participant must be sent by email to academy@baramundi.com.

§11 Cancellation

(1) baramundi reserves the right to cancel the training courses up to and including the event date in the following cases:

- for organizational reasons, e.g., if the minimum number of participants is not reached;
- for good cause, e.g., absence/illness of the instructor without the possibility of using substitute trainers;
- due to force majeure, i.e., an unforeseeable and unavoidable event that makes it impossible or significantly more difficult to fulfill the contract and cannot be averted by exercising reasonable care;
- due to legal restrictions.

(2) In such cases, the customer will be informed immediately and any fees already paid will be refunded. Any further liability and claims for damages that do not relate to injury to life, limb, or health are excluded, unless there is intent or gross negligence on the part of baramundi. This also applies to futile expenses (e.g., booked hotel rooms, flight or train tickets). In all other respects, the limitations of liability in accordance with these General Terms and Conditions also apply.

§ 12 Place of performance

(1) The place of performance for services is the place where the service is to be provided. Otherwise, the place of performance for all services arising from and in connection with this contract is the registered office of baramundi.

(2) baramundi is entitled to make partial deliveries, provided that a partial delivery is reasonable for the customer, taking into account their interests. This shall not result in any additional costs for the customer.

§ 13 Limitations of liability

(1) In the event of slightly negligent breaches of duty, liability shall be limited to the foreseeable, contractually typical, direct average damage. This also applies to slightly negligent breaches of duty by

baramundi's legal representatives or vicarious agents. baramundi shall not be liable for slightly negligent breaches of insignificant contractual obligations. However, baramundi shall be liable for breaches of the customer's essential legal positions under the contract. Essential legal positions under the contract are those that the contract must grant the customer according to the content and purpose of the contract. baramundi shall also be liable for breaches of obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the customer may rely.

(2) The above limitations of liability do not affect the customer's claims arising from guarantees and/or product liability. Furthermore, the limitations of liability do not apply in cases of fraudulent intent, breach of essential contractual obligations, or physical injury, damage to health, or loss of life of the customer attributable to the provider.

§ 14 Confidentiality

(1) The contracting parties are obliged to maintain secrecy about business secrets and other information designated as confidential (e.g., in records, documents, databases) that become known in connection with the execution of the contract and not to use or disclose such information beyond the purpose of the contract without the written consent of the other contracting party.

(2) The receiving contracting party is obliged to take appropriate confidentiality measures for trade secrets and information designated as confidential. The contracting parties are not entitled to obtain trade secrets of the other contracting party by observing, examining, dismantling, or testing the subject matter of the contract. The same applies to other information or objects obtained during the performance of the contract.

(3) The disclosure of trade secrets and other information designated as confidential to persons who are not involved in the conclusion, performance, or execution of the contract may only take place with the written consent of the other contracting party.

(4) Unless otherwise agreed, the obligation to maintain confidentiality for other information designated as confidential shall end five (5) years after the respective information becomes known, but in the case of continuing obligations, not before their termination. Trade secrets shall be kept secret for an unlimited period of time.

(5) The contracting parties shall also impose these obligations on their employees and any third parties they may engage.

§ 15 Data protection

(1) The contracting parties shall observe the applicable data protection regulations, in particular those applicable in Germany, and shall separately oblige their employees involved in the contractual relationship and its implementation to maintain data secrecy, unless they are already generally obliged to do so.

(2) If the customer collects, processes, or uses personal data, they shall ensure that they are authorized to do so in accordance with the applicable provisions, in particular data protection provisions, and shall indemnify baramundi against any claims by third parties in the event of a violation.

(3) If the customer collects, processes, or uses personal data in the course of using the contractual services provided by baramundi without this being permitted under applicable data protection regulations or other legal provisions, the customer must obtain the necessary consent from the respective data subject. Personal data is data that contains information about the personal and factual circumstances of an identified or identifiable person.

(4) Personal data collected by baramundi in the course of performing its contractual obligations shall be treated confidentially and shall only be collected, processed, and used to the extent permitted by data protection regulations or to the extent that the customer consents to this.

(5) Data will only be passed on to third parties within the scope of training services to platform providers to the extent necessary for the performance of the business relationship.

(6) So-called functional cookies are necessary for the proper functioning of the training platform. Without these functional cookies, the training platform does not offer its full performance.

§ 16 Amendments to these General Terms and Conditions

(1) baramundi reserves the right to amend these General Terms and Conditions at any time, subject to a reasonable notice period of at least six weeks. baramundi shall notify the customer of any such amendment in writing.

(2) If the customer does not object, the amended terms and conditions shall be deemed accepted. In the event of an objection, the contract shall continue unchanged under the previous terms and conditions, but baramundi shall be entitled to terminate the contract in an ordinary manner.

§ 17 References

baramundi is entitled to include the customer's name, company logo, and, if applicable, other publicly available information in a list of references, which will also be published on the Internet. Other advertising references must be agreed upon with the customer in advance. The customer is entitled to object to the use of this information in the future.

§ 18 Law and place of jurisdiction

(1) The law of the Federal Republic of Germany applies. The provisions of the UN Convention on Contracts for the International Sale of Goods do not apply.

(2) If the customer is a merchant, a legal entity under public law, or a special fund under public law, the place of jurisdiction for all disputes arising from this contract shall be the court responsible for baramundi's place of business, unless an exclusive place of jurisdiction exists. However, baramundi shall also be entitled to sue the merchant at the court of his place of residence or business. The jurisdiction based on an exclusive place of jurisdiction remains unaffected by this.

Address

baramundi software GmbH
Forschungsallee 3
86159 AUGSBURG

Managing Director

Dr. Lars Lippert
Michael Huber

Registry Court

Augsburg
HRB No. 38692