

## PME-T ONLINE TRAINING TERMS AND CONDITIONS

These terms and conditions apply to all agreements made between PK Project Consult, Peter Koch, Im Ludwigsgarten 7, 77839 Lichtenau, Germany, Ust-IdNr. DE257830043 referred to as "PME-T" and the Customer or any services delivered or to be delivered by PME-T. Please read these PME-T online training terms and conditions ("PME-T Terms") carefully. Any order for PME-T submitted by customer or any act by customer accepting the benefits of the PME-T training shall be conclusive evidence of customers' acceptance of these PME-T Terms including without limitation the courseware license herein contained. Nothing contained in the PME-T service agreement (hereinafter defined) or otherwise shall be deemed to constitute a representation, guarantee, or promise that a particular result will be produced due to the PME-T service. Customer agrees that this agreement is enforceable like any written agreement negotiated and signed by customer. Customer may download and print a copy of these PME-T Terms from <http://www.pmetraining.com>.

1. PME-T Online Training Services. These PME-T Terms apply to the enrollment in and purchase of PME-T Online Training Services from Peter Koch, Im Ludwigsgarten 7, 77839 Lichtenau, Germany. The PME-T service consist of the online training offerings listed on the PME-T website located at <http://www.pmetraining.com/courseoverview.html> and the links to the specific PME-T offering pages therein contained. These PME-T Terms, the PME-T terms of sale and the service offering descriptions, incorporated by reference are collectively referred to as the PME-T service agreement. All PME-T orders are subject to acceptance by PME-T. PME-T will not be bound by any terms or conditions of Customer's order that are inconsistent with or in addition to these PME-T Terms. In the case of any conflict, these PME-T Terms will prevail. If PME-T and Customer have entered into a separate purchase agreement, then the provisions of such separate agreement take precedence over these PME-T Terms.
2. PME-T Service Delivery. Customer's orders will be deemed accepted upon Customer's receipt of enrollment confirmation and login code(s) from PME-T. PME-T service will be deemed accepted upon receipt by Customer. PME-T will not be liable for any Customer loss resulting from delays in delivery, scheduling conflicts, or technical issues. PME-T services purchased hereunder by Customers are for their internal personnel training purposes only and may not be resold by Customer.
3. Code of conduct. Every person who interacts with PME-T training or any service provided by it will not use any form of language which is deemed to be insulting to any fellow user. If any language that causes offence to any user occurs it will be recorded and used to resolve the issue. If a user is found or reported using offensive language their account will be terminated immediately. If the user is enrolled on to a learning service that has been paid for, no refund will be given irrespective of whether the course has been completed. If the language or actions of any user is deemed to be slanderous, racist or otherwise illegal in its content the user will be reported to the relevant official body. This site cannot be used in any form to incite hatred of any kind.
4. System requirements. The Customer will need access to a phone and ensure the computer used to access the online training will meet the minimum requirements:
  - a. Windows 2000, XP Home, XP Pro, 2003 Server, Vista or Mac OS X 10.3.9 (Panther) or later
  - b. Internet Explorer 5.0 or later, Netscape Navigator 6.0 or later, Mozilla Firefox 1.5.0.2 or later or Safari 1.3 or later
  - c. MS Excel 97-2003 or higher, or compatible software.
  - d. Stable 56k, cable modem, ISDN, DSL or better Internet connection
  - e. PC requirements: Minimum of Pentium 400 with 256 MB of RAM (Recommended) and Java Virtual Machine enabled (Recommended)

- f. Mac requirements: Power PC G3/G4/G5 or Intel processor (G4 450 MHz with 256 MB of RAM) and JavaScript and Java enabled
5. Prices; Expenses; Taxes. PME-T Service prices can be found at the PME-T course schedule website at <http://www.pmetraining.com/schedule.php> as well as on the PME-T receipt that Customer received in connection with your PME-T purchase. All prices listed are per person. PME-T Prices may be adjusted by PME-T at any time without notice. Customer is responsible for all duties and taxes, imposed upon the sale, license, purchase, delivery, possession or use of PME-T Services. Customers are responsible for their own telephone and internet service provider charges associated with the use of PME-T Service and these are not included as part of the price. Payment may be made by valid credit card. Payment must be received in advance of delivery of any PME-T Services.
6. Cancellation; Substitution; Expiration. PME-T reserves the right to cancel or modify any PME-T service at its discretion. Customer agrees to comply with PME-T's Registration/Cancellation Policy as follows:

Cancellations will only be accepted in writing (mail or e-mail). Should it be necessary to cancel a course for any reason, the following cancellation charges will apply:

More than 45 days from the agreed date of the course No charge  
Less than 45 days, more than 15 days 50%  
Less than 15 days 100%

If no notification is received and there is non attendance at the course, no refund will be made. Course bookings are made on a per person basis. The participant names provided at the time of booking are for our own administrative use only. Clients may substitute participants at any time. All bookings are deemed to have been placed by an appropriate approved representative of the company. To the maximum extent permitted by applicable law, all PME-T service sales are final and all enrollments in PME-T training courses expire at the end of the course selected at purchase. In the event PME-T discontinues a PME-T service prior to completion of the enrollment period, a pro-rated refund will be provided based on actual fees paid. PME-T reserves the right to cancel, postpone or re-schedule courses due to low enrollments or unforeseen circumstances. Should this occur a full refund will be provided.

7. Ownership and Proprietary Rights; Courseware; Software License; Codes. The parties acknowledge and agree that all copyrights, patents, trade secrets, concepts, techniques or other intellectual property rights associated with any ideas, concepts, creations, designs, engineering details, techniques, inventions, processes, works of authorship, course materials, documentation, PME-T Courseware, hereinafter defined, developed, created or used by PME-T or its personnel in connection with the PME-T service are and shall remain the sole and exclusive property of PME-T and proprietary information PME-T. Upon acceptance of these PME-T Terms and receipt of payment, PME-T hereby grants Customer a non-exclusive, limited and non transferable license to access, download, and internally use only for the person authorized to use the PME-T Services, as applicable, the documentation, materials, files, and presentation slides (collectively "the PME-T Courseware") in connection with PME-T's delivery of and Customer's receipt of the PME-T Services. Customer acknowledges that certain course materials are print disabled. The Courseware is licensed solely pursuant to the terms of these PME-T Terms and subject to Customer's compliance with the terms stated herein. PME-T reserves all rights not expressly granted to Customer. Customer may not use, copy, share, give away, modify, or transfer the PME-T Courseware, or any copy thereof, except as expressly provided for in these PME-T Terms. Except as otherwise provided by law, Customer may not reverse engineer, disassemble, decompile, or translate the PME-T

Courseware, or otherwise attempt to derive the source code of any PME-T or other software which may be related to the PME-T Courseware or PME-T Services. Customer may not rent, lease, sublicense, assign, loan, sell, or distribute the PME-T Courseware or any part thereof. No right, title, or interest in or to any trademarks, service marks, or trade names of PME-T is granted hereunder and any use thereof will inure solely to the benefit of PME-T. The PME-T Courseware is protected by international copyright law and international treaty. Unauthorized reproduction or distribution is subject to civil and criminal penalties. Customer shall be responsible for: (i) assuring its enrollee's or employees' compliance with these PME-T Terms and (ii) administering the proper access to and use of PME-T login codes and/or similar controls that may be provided to Customer and for preventing unauthorized access or use. Customer agrees to comply strictly with all applicable export control laws and regulations.

8. **Limited Warranty; Disclaimer.** PME-T warrants to Customer that the PME-T Services will be provided in a professional manner. PME-T EXPRESSLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES. PME-T IS DELIVERING THE PME-T SERVICE AND PME-T COURSEWARE ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OR REPRESENTATIONS WHATSOEVER, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AND SPECIFICALLY DOES NOT PROVIDE WARRANTIES WITH RESPECT TO THE USE BY CUSTOMER OF ANY PME-T SERVICES, OR PME-T COURSEWARE. PME-T DOES NOT WARRANT THAT THE PME-T SERVICE AND ANY SOFTWARE OR PME-T MATERIALS PROVIDED BY PME-T TO CUSTOMER HEREUNDER WILL MEET THE REQUIREMENTS OF CUSTOMER AND PME-T ASSUMES NO RESPONSIBILITY FOR THE QUALITY, UTILITY, ACCURACY OR SECURITY OF THE PME-T SERVICES, OR PME-T COURSEWARE OR USEFULNESS OF THE SAME FOR ANY PURPOSE. PME-T DOES NOT GUARANTEE NETWORK SECURITY. PME-T ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR THE SECURITY OF CUSTOMER'S ELECTRONIC ENVIRONMENT. THE OBLIGATIONS AND LIABILITIES OF PME-T AND ITS LICENSOR AS SET FORTH HEREIN ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER OBLIGATIONS, LIABILITIES AND REMEDIES, EXPRESS OR IMPLIED, INCLUDING ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY (COLLECTIVELY, "CLAIMS") IN TORT, CONTRACT, STATUTE, OR OTHERWISE WHETHER OR NOT ARISING FROM NEGLIGENCE OF PME-T OR ITS AFFILIATES, ACTUAL OR IMPUTED. PME-T SHALL NOT BE LIABLE FOR ANY SERVICES OR PRODUCTS PROVIDED BY ANY THIRD PARTY VENDORS, DEVELOPERS OR CONSULTANTS IDENTIFIED OR REFERRED TO CUSTOMER BY PME-T DURING PERFORMANCE OF PME-T SERVICES, OR OTHERWISE.
9. **Infringement; Indemnification.** Subject to the limitation of liability set forth below PME-T will defend or settle at its option and expense any legal proceeding brought against Customer, to the extent that it is solely based on a claim that the PME-T Service directly infringes a copyright, and will pay all damages and costs awarded by a court of final appeal attributable to such claim, provided that Customer: (i) gives written notice of the claim promptly to PME-T; (ii) gives PME-T sole control of the defense and settlement of the claim; (iii) provides to PME-T all available information and assistance; and (iv) has not compromised or settled such claim. If any Product or Service is found to infringe, or in PME-T's opinion is likely to be found to infringe, PME-T may elect to: (a) obtain for Customer the right to use such PME-T Service so that it becomes non infringing; or (b) remove the PME-T Service and refund Customers net book value for the PME-T Service. PME-T has no obligation under this Section for any claim which results from: (aa) Customers improper use of Products or Services; (bb) PME-T's compliance with designs or specifications of Customer; (cc) modification of Products or Services or other products; or (dd) use of an allegedly infringing version of any Products or Services, if the alleged infringement could be avoided by the use of a different version made available to Customer. THIS SECTION STATES THE ENTIRE LIABILITY OF PME-T AND EXCLUSIVE REMEDIES OF CUSTOMER FOR CLAIMS OF INFRINGEMENT.

Customer agrees to indemnify, defend and hold PME-T harmless from and against any and all loss, damage, liability and expense (including reasonable attorneys fees and costs) arising out of any claim based on the delivery of any PME-T Services or Customers use of data generated from such PME-T Services.

10. Limitation of Liability. Except for breach by Customer of its obligations under Section 7, and to the extent not prohibited by applicable law: (i) each party's aggregate liability to the other hereunder will be limited to the amount paid by Customer for the PME-T Service which is the subject matter of the claims; and (ii) neither party will be liable hereunder for any indirect, punitive, special, incidental or consequential damages even if that party has been previously advised of the possibility of such damage and even if any exclusive remedy provided for in these Terms fails of its essential purpose. BOTH PARTIES AGREE THE LIMITATIONS SET FORTH IN THIS SECTION, REFLECTS THE ALLOCATION OF RISK UNDERSTOOD AND AGREED UPON BY THE PARTIES.
11. Relationship. The relationship of PME-T and Customer established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day to day activities of the other; (ii) deem the parties to be acting as agents, partners, joint ventures, co owners or otherwise as participants in a joint undertaking; or (iii) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.
12. Force Majeure; Excused Performance. PME-T shall not be liable in any way for any delays in, or any failure of, services performed hereunder due to any wrongful or negligent act or omission of Customer, or its employees and agents; and/or Customer's failure to follow the PME-T Service requirements. Neither party shall be liable or deemed in default for any delay in performance under this Services Agreement resulting directly or indirectly from acts of God, war, insurrection, national emergency, fires, storms, labor disputes, acts of vandals or hackers, acts of civil or military authority or any other cause beyond the reasonable control of such party. This provision does not relieve Customer of its obligation to make payments then owing.
13. The PME-T services agreement, including these PME-T Terms will be governed by and interpreted in accordance with the laws of Germany governing a contract made and wholly performed within Germany.