



General Terms and Conditions for Training Services

Subject matter, conclusion of the contract

1.1 These general terms and conditions of business apply for all training and certification programs delivered by RizeNext Corporation (subsequently referred to as RizeNext).

1.2 Only these general terms and conditions of business apply. Terms and conditions of business of those receiving training or taking a certification examination (subsequently referred to as participant) do not apply, even if not explicitly stated by RizeNext. The terms and conditions presented in this document also apply if RizeNext knowingly renders services due that are in conflict with the participant's terms and conditions of business.

1.3 Participants must register in advance to take part in RizeNext trainings or certification exams. Registration consists of filling out a form, either by hand or online, RizeNext provides that. Registration also includes selecting the training session the participant intends to attend or the respective certification exam. The current RizeNext Technical Training Course Catalog provides a list of training services and certification examinations offered by RizeNext.

1.4 RizeNext will then submit a written quote of the selected services to the participant. The contract only takes effect once the participant has confirmed the quote in writing.

2. Conducting training

2.1 RizeNext is responsible for conducting training or for contracting a third party to conduct training and is free to choose any consultant for such purposes. RizeNext is entitled to transfer the duties of the contract to a third party to perform and to change the contents of training sessions as long as the objective of the training is not compromised. RizeNext may cancel training, change the date or time of training or designate the training location with advance notice.

2.2 RizeNext will make every effort to provide the participant(s) with all important knowledge during training sessions, as per the training plan and the current training documents.

2.3 RizeNext will conduct training on its own premises, on the participant's premises, online virtual, or at another mutually agreed upon location. Training is to be conducted during the dates specified by RizeNext in the quote and confirmed by the participant.

2.4 If training takes place on RizeNext premises, RizeNext will provide each participant with a desk with a computer and the necessary documents. Participants are responsible for incidental expenses (travel, accommodation, additional meals, etc.).

2.5 If training takes place on the participant's premises, the participant will provide the infrastructure necessary for training especially desks and computers, and is responsible for obtaining Internet connections if required. RizeNext can provide these services, particularly computers with pre-installed training software, on the customer's premises or at an agreed upon location. The contract does not include this service, and the participant must reimburse RizeNext for these costs.

2.6 Participants will receive a certificate confirming participation upon completion of training.

3. Certification & Assessments

3.1. The price of one training session entitles one participant to take one assessment.

3.2. Before the assessment, the participant must identify himself or herself by logging into learn.rizenext.com and becoming a registered user.

3.3. Within 24 hours after the end of the assessment, RizeNext will inform the participant of the assessment results.

4. Compensation and terms of payment

4.1 Costs covered by the participant will be specified in writing in the contract and will include additional sales tax as required by law. If the parties do not specify the amount of compensation, the RizeNext price list in effect at the time of conclusion of the contract will apply.

4.2 All fees are due upon receipt of an invoice and must be paid in full within 10 days. Sales tax as required by law will be included in all prices and indicated on the invoice.

4.3 If payment is not made on time, RizeNext may charge a late fee of up to 10%.

4.4 The participant is in default if he/she does not pay following receipt of a reminder sent by RizeNext once the due date has been reached. The legal regulation, which automatically takes effect 30 days after default on an invoice, remains valid.

5. Termination by RizeNext

5.1 RizeNext is entitled to terminate this contract if excess or insufficient registration cannot guarantee proper or economically feasible training or certification. RizeNext is also entitled to terminate the contract due to instructor illness, technical reasons, or other reasons beyond RizeNext's control.

5.2 Before exercising this right to termination, RizeNext will make every effort to reschedule training or certification examination, with the participant's consent. In case of rescheduling, the contract will remain in effect and will be amended with the consent of both parties. If the parties cannot agree on the

amendment to the contract, the contract will be terminated, and any fees paid by the customer will be reimbursed.

6. Termination by the customer

6.1 If the participant is unable to attend, the customer is entitled to designate another representative from his/her company to participate in the training or certification before the training begins. The client will incur no additional costs.

6.2 The participant is entitled to terminate the contract via written notice at any time.

6.3 The participant must not pay any fees if RizeNext receives notice of termination on or before the 10th business day before the first day of training or certification date. The participant must pay 50% of the agreed costs if he/she terminates the contract between 10 and 5 business days before the first day of training or certification. The participant must pay 100% of the costs if he/she terminates the contract within 5 business days of the first day of training or before the any assessments.

6.4 If the participant wishes to change the training date set in the contract without canceling the entire contract, RizeNext must receive written notice at least 5 business days before the first day of training. The participant will incur no additional costs, and the contract will be amended with consent of both parties. If RizeNext receives such notice within 5 business days of the first day of training or the certification exam, the participant must pay RizeNext 50% of the agreed upon costs as a processing fee.

6.5 Rights to further claims are reserved by RizeNext. This especially concerns cancellation costs for travel already booked to the customer's premises or to any other agreed-upon location.

7. Right to training documents, software

7.1 All training documents are intended for the exclusive personal use of the participant.

7.2 The participant recognizes RizeNext's copyright and therefore the exclusive distribution rights and right of use of training documents and software.

7.3 RizeNext gives the participant the single and non-transferable right to use training documents and software for purposes stipulated in the contract. The right to use training software is limited to the length of the training session and is automatically rescinded following completion of training. RizeNext is not required to provide notice of this rescission. The participant is not allowed to reproduce the training software and documents, in particular to process them in electronic systems, duplicate, modify them in any way, or distribute them in any form to third parties. All embedded knowledge and teaching systems provided by RizeNext to the participant on data storage media or made available on electronic networks are considered training documents.

7.4 RizeNext will prepare and provide access to online training and certification software before training sessions and remove access the software following completion of training at agreed upon timeline defined in contract. If training takes place on the participant's premises and the participant does not have his/her own license for the training software the participant must support RizeNext as much as

possible during such measures. The participant must ensure that no third party has access to the installed software and that the training content is not retained in any form.

7.5 In addition, the participant recognizes all of RizeNext's brand, trademark, name, and patent rights to the software and related documents. The participant may not remove, modify, or render unrecognizable copyright indications or indications of property rights.

8. Confidentiality

8.1. The participant is obligated to keep confidential all business and company secrets made known to him/her during training. This obligation is not limited to the training period. The participant may not share these with a third party or use them for his/her own purposes without written permission from RizeNext.

8.2 The participant may not conduct any internal or external training or certification exams on RizeNext products.

9. Liability

9.1 RizeNext is only liable to the participant, regardless of legal grounds, for willful misconduct or gross negligence on the part of RizeNext itself or its employees.

9.2 RizeNext is only liable for slight negligence if provisions of the contract, which have a particular importance for achieving the purpose of the contract and can therefore be considered to be fulfilled, are violated. In this case, liability for damages, consequential harm caused by a defect, not specified in the contract is excluded. Liability is limited to the specified amount of \$2,500 USD.

9.3 Contractual claims for damages by the participant against RizeNext are subject to a limitation period of six months from the date on which the right arose, notwithstanding shorter legal limitation periods.

9.4 Due to the current technology, access to the online services with teaching materials cannot be guaranteed at all times. RizeNext is not liable if access is not available for short periods of time.

9.5 In the case data loss, RizeNext is only liable for the costs of necessary reconstruction from back-up copies.

10. Other

10.1 The participant must obtain prior written permission from RizeNext to transfer all rights stipulated in the contract.

10.2 The law of the Utah State sales law, applies for all claims arising from the contract.

10.3 Changes and supplements to these terms and particularly warranties and agreements must be specified in writing to serve as point in controversy. Oral agreements are not valid.

10.4 If any of these terms are found to be invalid, the validity of the remaining provisions of this Agreement shall not be affected.