

TERMS AND CONDITIONS FOR CUSTOMER

Training Education Solutions

The purchase of education services from AVT Technology Solutions LLC, ExitCertified Corp., both wholly owned subsidiaries of Tech Data Corporation, and their respective agents, divisions, subsidiaries, and affiliates (collectively “Company”) are subject to these terms and conditions (“Agreement”) regardless of other or additional terms or conditions that contradict or conflict with this Agreement in any Customer purchase order, work order, document, or other communication (“Order”). Pre-printed terms and conditions in any Order and/or Company's failure to object to conflicting or additional terms in an Order will not change or add to the terms of this Agreement.

1. DEFINITIONS.

- A.** “Education Solutions” is the trade name of the group created by Company to provide combined educational Services as described on Company’s website.
- B.** “Class” is an individually-scheduled session of a Course.
- C.** “Content” is the intellectual property of Company and other vendors (collectively, “Providers”), including Training Materials, all revisions to Training Materials, manuals, instructor notes, literature, methodologies, electronic Training and case study images, policies and procedures, documentation, machine-readable instructions, components, data, audio-visual content (such as images, text, recordings, or pictures), and all other Training-related property created by Providers.
- D.** “Courses” are curriculum offerings provided by Company and Providers.
- E.** “Customer” or “You” is any end user who enrolls in or contracts for Services offered by the Company, including an individual Student or a corporate entity, without regard to whether such end user actually participates in taking a Class or Course.
- F.** “Private Training” is an instructor-led Training session that is offered to Students from one enterprise. A Private Training session is held at a Customer-designated location, a Company location, or another designated location.
- G.** “Public Training” is a generally-available, instructor-led session that contains individually priced seats for Students from more than one enterprise, is open to public registration, and is listed in the Education Solutions Catalogue (“Catalogue”), which Company publishes from time to time or makes available on Training websites.
- H.** “Self-Paced Training” is a self-study Training provided via electronic media taken on a Student’s own time.

- I. “Services” means the provision of educational or Training services offered by Company.
- J. “Student” is anyone who actually is enrolled in and participates in a Class or Course.
- K. “Subscription” delivers access to Virtual Training resources in a single packaged offering for a specified term.
- L. “Training” is any Class or Course component of Education Solutions Services, including, but not limited to, any Private, Public, Virtual Training, or Self-Paced Classes or Courses.
- M. “Training Credits” are the electronic equivalent of pre-paid vouchers that can be applied to any purchase of Services from Company. The purchaser pays the retail or list price for Services less a discount. Once purchased, the face value of the Training Credit is the full retail or list price. Training Credit amounts, which are paid into a Customer’s account, function as an electronic debit account.
- N. “Training Material(s)” consist(s) of Student manuals, exercise documents, lab documents, presentation slides, and related Content that is delivered during a Class or Course.
- O. “Virtual Training” is an online Training Course that is taken remotely by a Student, but is regulated and monitored by an instructor.

2. **TERMS AND CONDITIONS FOR SERVICES FROM EDUCATION SOLUTIONS.**

This Agreement applies to:

- A. Enrollment and attendance in a Training session offered by Company;
 - i. ordering and use of Self-Paced Training;
 - ii. the provision and use of Training Materials as part of a Class or Course, or independently; and
 - iii. the provision of other Services by Company.
- B. Occasionally, Services have additional or different terms (“Other Terms”). If so, Company will provide those Other Terms to You. For example, Private Trainings may have different terms and conditions outlined in the offer document from Company.
- C. This Agreement, Other Terms (if any), any applicable license agreement, and an enrollment confirmation letter are the complete agreement between us regarding the Services that Company provides, and collectively replace any prior oral or

written communications between us.

- D. You accept this Agreement by signing it or by ordering or receiving a Service, including ordering or attending a Training session, ordering or using Training Materials, or accessing an online Training Course.

3. TRAINING AND TRAINING MATERIALS.

- A. Company may add, withdraw or modify Public Training and any Training Materials at any time without notice.
- B. For Private Training, You and Company will negotiate a written agreement confirming the dates, premises, Content, prerequisites, Services to be provided and any such Other Terms as necessary.

4. SCHEDULING OF TRAINING.

- A. Company specifies the dates of Public Training at Company's website. Private Training will be scheduled by mutual agreement.
- B. Company may cancel, defer or modify (including location) any scheduled Training on fourteen (14) calendar days' notice. If Company cancels a Training session for which You have prepaid, Company will offer to transfer your booking to a mutually suitable alternate date, if available, or refund the price You paid to Company. Company will not be responsible for any loss incurred by You, e.g. travel expenses, as a result of Company's cancellation or deferral of a Training session. Therefore, You should not make any non-refundable travel reservations in anticipation of attending any Training. Should Company modify a Training date or location, You may cancel from the rescheduled session without charge.
- C. In the event that the lecturer cannot hold a Training session due to illness or any other unforeseeable event, Company will make reasonable efforts to continue the session with an alternate lecturer. Should the Training not continue, or begin, Company will attempt to reschedule it. If the Training cannot be rescheduled, or the rescheduled date is not acceptable, Company will refund the fee to the Customer. **This will be Company's sole liability upon Company's cancellation of scheduled Training.**

5. PREREQUISITES AND ASSESSMENTS.

- A. Company provides Training descriptions at Company's website, which include objectives and Student prerequisites. It is your responsibility to ensure that You meet the stated prerequisites for any Training. For Public and Online Training, it is your responsibility to review the machine requirements listed in the Training description to ensure that your system meets the minimum requirements for that session.

- F.** Company reserves the right to require payment in advance of any Training or other Service.
- G.** Taxes or Taxation shall mean:
- i. Any liability to any form of taxation, duty, impost, levy or rate or any amount payable to the revenue, customs or fiscal authorities of any part of the world whether national, federal, state or local whenever created or imposed and without prejudice to the generality of the foregoing includes profits tax, provisional profits tax, taxes on income, withholding tax, value added tax (including Goods and Services Tax), taxes on sales, rates, customs or other import and export duties and excise duties;
 - ii. An amount equal to any deprivation of any relief, allowance, set off, deduction in computing profits or right to repayment of taxation granted by or pursuant to any legislation concerning or otherwise relating to taxation; and
 - iii. All costs, interest, penalties, charges, additions to tax, surcharges, fines and expenses incidental or relating to taxation or to any relief, allowance, set off or deduction in computing profits or right to repayment of taxation.
 - iv. You will be responsible for paying or self-assessing all such taxes and duties assessed in connection with this Agreement or its performance hereunder, except for taxes payable on Company's net income.
 - v. Company shall invoice You for all taxes applicable to sales of the Products, itemized by type and jurisdiction, which Company is required by law to collect from You. Both parties shall mutually collaborate and provide sufficient documentation to enable the completion of any necessary tax filings or claim any applicable tax credits/exemption from any taxes or duties.
 - vi. In the event You are penalized by the relevant tax authorities for the late/incorrect filing as a result of delay in furnishing information or providing incorrect information, You will be liable for any penalties, surcharges and interest or other charges as may be imposed by the relevant tax authorities.
 - vii. In the event You are required by any applicable law to deduct any amount from the amounts to be paid to Company under this Agreement on account of withholding taxes or any other taxes or levies of any kind, You agree that You shall pay all such additional amounts so that the net amounts received by Company are the amounts specified on the invoice. To the extent that any withholding tax is payable, both parties shall mutually collaborate and provide any and all assistance reasonably requested to obtain the benefits of any applicable tax treaty between the country where Company's entity is located and the applicable jurisdiction where the withholding tax applied. You shall accept Company's good faith representation of

any applicable exemption or reduction to withholding taxes, but in any event where the exemption or reduction is denied by the relevant tax authorities, You shall bear the cost of the withholding taxes and applicable penalties, surcharges or interest imposed by the relevant tax authorities.

8. PROMOTIONS.

- A.** Promotions may be offered from time to time by Company. The nature and conditions of such promotions will be listed at Company's website. You should refer to the applicable website to determine: (1) if any promotions apply to You; and (2) the restrictions and conditions of those promotions.
- B.** Training Credits, as defined above, are an example of a promotion that may be available from Education Solutions. You may not combine promotions.

9. YOUR RESCHEDULING OR CANCELLATION. All notices to reschedule or for cancellation must be sent to the assigned sales representative, or to any other Company designated website or Company contact. Except as otherwise specified in the respective cancellation policies of Company (including Provider specific cancellation policies) as posted on Company's website or any other designated Company website, cancellation of Training may result in financial penalties, as follows:

A. Private Training.

- i. Cancellation or rescheduling of any Training twenty-two (22) or more working days prior to the scheduled start date of the Training will be penalty-free, provided You send the cancellation notice in writing or by email.
- ii. Cancellation fifteen (15) to twenty-one (21) working days prior to the scheduled start date of the Training will result in a forfeiture of 25% of the full price of the session. If You reschedule Training fifteen (15) to twenty-one (21) days prior to the scheduled start date of the Training, and You have not pre-paid the fees, You will be required to pay 50% of fees due for Training at the time of the schedule change and the remaining 50% of the fees due on the rescheduled date.
- iii. Cancellation fourteen (14) working days or less prior to the scheduled start date of the Training will result in forfeiture of the full price of the session.

B. Public Training.

- i. You may cancel or postpone your attendance at a Public Training in writing or email with eleven (11) or more working days' notice without penalty. If You fail to cancel or postpone your attendance prior to this notification period, or if You fail to attend or withdraw from the Training, You will be responsible for the full price of the Training. You may substitute another

Student from the same company if the substitute has a confirmed enrollment and meets the prerequisites for the Training. Substitution will result in an administration fee of \$50 USD (or foreign equivalent). This substitution fee also applies to Customers who have paid with Training Credits.

C. Self-Paced and Virtual Training.

- i. You may not cancel once You submit an order for a Self-Paced or a Virtual Training. ONCE YOU SUBMIT YOUR ORDER, WE WILL NOT BE ABLE TO CANCEL THE ORDER.

D. Subscriptions.

- i. You may not cancel, transfer or assign any Subscription order.
- ii. Subscriptions are limited to specific Providers and are Self-Paced and Virtual Training courses.
- iii. You will designate specific Subscription users and will limit Subscription User ID to those users. Unauthorized individuals may not view Subscription content at any time.
- iv. All Subscriptions are subject to this Agreement.
- v. All Subscriptions are subject to change at any time by Company or the Provider.
- vi. Termination. Subscriptions are for a one year term from the effective date of Your order or for such other time period as defined by the specific Provider subscription.
- vii. You are responsible for meeting the minimum system requirements to order any Subscription.
- viii. Subscriptions are non-cancelable and non-refundable.
- ix. A Subscription offering must be viewed from the country from which it was activated.
- x. Unauthorized recording, copying, or transmission of Subscription Content is strictly prohibited

10. OWNERSHIP OF CONTENT.

- A.** Content contains literary works or other works of authorship created by Providers. Content contains copy-righted information and is licensed, not sold.

All whole or partial copies of Content shall be subject to the same terms as the original copy.

- B.** No title or ownership in Content is transferred to You, and your rights shall at all times be subject to the Providers' copyrights and other intellectual property rights, and Providers shall retain all right, title and interest in Content and any derivative works thereof.

11. LICENSE AND INTELLECTUAL PROPERTY PROTECTIONS.

- A.** Company grants the Student a nonexclusive non-transferable license to use or modify the provided electronic copy of Training Material for the Student's own personal use only. The Student may retain one (1) printed copy of Training Materials supplied in document format for his or her own use. All other documents must not be taken from the Training room and remain our property. You agree not to use audio or video recording equipment during Training without Company's prior written consent. You agree not to use trademarks, trade names, or other designations without prior written consent.

- B.** Customer may not:

- i. reproduce, process, publicly communicate, use, copy, modify, create derivative works or distribute the Content except as provided herein;
- ii. copy, reverse assemble, reverse compile, or otherwise translate, in whole or in part, the Content or software, including license keys, except as specifically permitted by law without the possibility of contractual waiver; or sublicense, rent, or lease the Content.

- C.** For Private Training, You may not retain a copy of software used for labs and on completion of the Service(s) and You must delete any such software from all machines.

12. WARRANTY. EXCEPT FOR ANY WARRANTIES SPECIFICALLY PROVIDED TO YOU BY THE PROVIDER, SERVICES AND ANY RELATED MATERIALS PROVIDED BY PROVIDERS IN CONNECTION WITH SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, COMPATIBILITY OF SOFTWARE OR EQUIPMENT OR ANY RESULTS TO BE ACHIEVED THEREFROM. PROVIDERS MAKE NO WARRANTIES OR REPRESENTATIONS THAT SERVICES WILL BE FREE FROM ERROR OR LIABILITY.

13. LIMITATION OF LIABILITY.

- A.** Circumstances may arise where, because of a default on our part or other

liability, You are entitled to recover damages from us. Your exclusive remedy for any and all damages under this Agreement is against Company and not against any other Provider. In each such instance, we are liable only for the charges for the Training or Training Material that is the subject of the claim. This limit also applies to any of our subcontractors. It is the maximum for which we are collectively responsible.

B. Under no circumstances are Company, Providers, or our subcontractors liable for any of the following, even if we are informed of their possibility:

- i. third-party claims against You for losses or damages, and no right or cause of action for any third party is created by this Agreement;**
- ii. loss of, or damage to, your records or data;**
- iii. special, incidental, or indirect damages or for any economic consequential damages (including lost profits, business, revenue, goodwill, or anticipated savings); or,**
- iv. damages arising out of a modification of the Content, Training Materials or related courseware by You or on your behalf.**

14. DATA PROTECTION. Customer consents to Company and its associated organizations storing, processing and making use of Customer contact details (e.g. for market research and advertising purposes), in particular names, telephone numbers and e-mail addresses in all countries in which Company and its associated companies operate.

15. PROHIBITIONS. Certain Content or Services may be subject to financial sanctions or export control laws, regulations and orders of the United States or other countries (collectively, “Restrictions”). You will not directly or indirectly export or divert any Content or Services to any individual, third party or country where such export or financial transaction is prohibited by Restrictions. You agree that You are responsible to obtain any license to export, re-export, or import as may be required. In addition, You represent and warrant that You are not named on any government listing of denied parties, including, but not limited to, the United States Office of Foreign Assets Control (“OFAC”) list of Specially Designated Nationals; that You are not a citizen of, or residing in, the countries embargoed or sanctioned from time to time pursuant to OFAC regulations and laws related thereto, or the Export Administration Regulations of the U.S. Bureau of Industry and Security. You certify that You will not transmit or deliver in any way any of the Content or Services to denied parties or to countries or nationals of countries in violation of Restrictions.

16. GENERAL.

- A.** We reserve the right to delegate provision of Services, in whole or in part, to third parties.

- B.** Changes or additions to this Agreement may be made at any time without notice to You. You are required to check the terms and conditions of this Agreement on a regular basis at www.exitcertified.com to obtain the most current version. Additional or different terms and conditions in any Order or communication from You are void.
- C.** This Agreement shall be subject to the law of the country in which the Training is provided. If the Training is provided in the United States, the law of the State of Arizona will govern.

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