

## **AMS 360 INC. TERMS AND CONDITIONS**

If Customer purchased training services from AMS 360 inc. company ("AMS360"), then the following terms and conditions shall apply to the provision of those training services, in addition to any other terms and conditions accepted by Customer when Customer purchased those training services ("Agreement").

1. Service Agreement. AMS360 shall provide to Customer and Customer shall acquire from AMS360 the services set forth in the AMS360 quote or order form ("Quote or Order Form") under which Customer purchased those services and as specified in more detail in the services schedule (if any) attached to that Quote or Order Form ("Training Services"). AMS360 shall provide the Training Services at the location (if any) set out on the Quote or Order Form in accordance with the timetable set forth in the Services Schedule (if any). AMS360 may subcontract all or any portion of performance of the Training Services to one or more authorized third party(ies) under the direction of AMS360 provided that AMS360 shall at all times remain responsible for the performance of the Training Services

2. Payment of Fees and Expenses. AMS360 will invoice fees, actual expenses and taxes, if any, monthly and at project completion. Payment is in accordance with Quote or Order Form terms. Customer shall reimburse AMS360 for all materials, applicable taxes, and all reasonable out-of-pocket expenses incurred by AMS360 in providing the services including, without limitation, project-related travel and living expenses. Save in the case of pre-approved expenses, AMS360 shall obtain YOUR prior approval for any travel or travel related expenses. Customer will include a line item for such expenses on its purchase order or purchase order exception document.

3. Limited Warranty. AMS360 warrants that the Training Services will be provided with due skill and care, using competent and qualified staff. In the event of breach of such warranty, Customer's exclusive remedy and AMS360's sole liability shall be limited to AMS360's reasonable efforts to replace the relevant staff with a qualified resource. EXCEPT AS PROVIDED IN THIS SECTION, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. Ownership. AMS360 or its licensors (if any) shall own all products, concepts, materials, techniques, methods and knowhow used or provided by AMS360 in the provision of Training Services or included in or with the Training Services. Except for the license granted below, Customer shall not have or obtain any rights in such proprietary products, concepts, materials, techniques, methods and know-how, without the prior approval in writing from AMS360. AMS360 may market, distribute, make derivative works from, and sell similar work to other customers without further notice to or consent from Customer. Nothing in this Agreement shall restrict or prohibit AMS360's right to use concepts, techniques, and know-how used or developed in the course of performing the Training Services.

5. License to Work Products. AMS360 grants to Customer a perpetual, non-transferable, royalty-free license to use the Training Services and the products, concepts, materials, techniques, methods and know-how included in or with the Training Services in Customer's internal business operations. This license shall not apply to any AMS360 or third-party software which may be provided prior to,

concurrent with or following the provision of the Training Services. Customer's use of such software shall be governed exclusively by the license agreement(s) accompanying such software.

6. Customer Responsibilities. In addition to any Customer responsibilities specified in the Services Schedule (if any), Customer shall provide work space and related facilities, as necessary, and access to all necessary Customer personnel and information required for AMS360 to perform work under this Training Services Order. Customer acknowledges that such access and facilities is essential to the provision of the work hereunder.

7. Confidential Information. Through their relationship, AMS360 and Customer may have access to certain proprietary information and materials of the other, including business plans, customers, technology, trade secrets, and products that are confidential and of substantial value to the respective party, which value would be impaired if such information were disclosed to third parties ("Confidential Information"). AMS360 and Customer agree that neither shall disclose any Confidential Information to any third party nor shall take every reasonable precaution to protect Confidential Information. In the event of termination of this Agreement, each party shall promptly return any Confidential Information that it obtained from the other. The provisions of this section shall not apply to any information which (i) is or becomes available to the public other than by breach of the Agreement by the receiving party, (ii) is rightfully received by receiving party from a third party without confidential imitations, (iii) is independently developed by receiving party's employees without access to Confidential Information, or (iv) is known to the receiving party without any restriction on its use or disclosure prior to first receipt of it from the disclosing party.

8. Termination. In the event either party materially breaches or defaults in the performance of any of its obligations hereunder (which breach or default has not been remedied within fifteen (15) days after written notice is given to the defaulting party specifying the breach or default) or in the event Customer fail to pay AMS360 any amount required to be paid under the Agreement, the party not in default may by written notice terminate that part of the Agreement relating to the Training Services as of the date specified in such termination notice. In the event of termination for any reason, Customer shall pay AMS360 for all Training Services and deliverables (where applicable) provided up to the date of termination at an amount equivalent to that proportion of the Training Services provided to the date of termination, as well as for all work-in-process on a time and materials basis at the then current standard AMS360 rates for similar services. In the event of termination as aforesaid by AMS360 for Customer breach, Customer shall also reimburse AMS360 for all costs incurred to terminate or renegotiate any supplier or subcontract agreements that AMS360 entered into in connection with this service agreement or for redeployment of AMS360 personnel.

9. Expiration. These terms and conditions shall expire upon completion of the Training Services and full payment for the Training Services, unless earlier terminated in accordance with this section.

10. Changes. Should Customer desire to modify or extend the work performed under this Training Services Order after it has been signed, the parties will develop and sign written change orders. Prior to Customer's issuance of change orders, AMS360 will provide a detailed description of work to be completed, fee and expense estimates, and duration. Customer will authorize the change order via a written notification prior to AMS360 initiating any work. Pricing will be set forth in each change order.