

## APPTRICITY UNIVERSITY TERMS & POLICIES

Definitions: "You" and "your" refers to the company or individual that has ordered from Apptricity Corporation ("Apptricity") or an authorized vendor of Apptricity Training and/or Products specified in your order. The term "Training" refers to the education services ordered and include any and all student materials provided. The term "Products" refers to Apptricity's Training software and integrated third party technology, which may be utilized during Training. All Training, Products and all associated materials are confidential documents which may not be disclosed to any third parties without Apptricity's written authorization.

Applicability: By initiating an order, you are accepting all Apptricity University terms and policies, which are subject to change at Apptricity's sole discretion.

Registration: Apptricity University accepts student registrations for Instructor-Led Training ("ILT") classes and Apptricity Certification Exams ("ACE") through Apptricity's web site at <http://www.apptricity.com/apptricity-university/> or via email to request an on-site class by contacting [AU\\_Training@apptricity.com](mailto:AU_Training@apptricity.com).

Confirmation Process: Enrollments for Instructor-Led Training are not confirmed until complete payment information is received. Apptricity will send you an Enrollment Confirmation email. Common travel information, including nearby hotels and directions to Training locations are available on Apptricity's web site at <http://www.apptricity.com/>.

Fees, Taxes and Invoices: Fees listed in your order are exclusive of taxes and expenses. All fees payable to Apptricity are due per the terms stated in your order, including any sales, value-added or other taxes imposed by applicable law that Apptricity must pay, except for taxes based on Apptricity's income. Pricing is only guaranteed if you have a written quote from Apptricity. You will be charged or invoiced at the time of registration unless otherwise agreed upon by Apptricity. You will be charged or invoiced for Apptricity Certification Exams when the materials are distributed electronically or otherwise made available to you for download as noted herein.

Rights Granted: Apptricity Training materials may **only** be used by registered students for the purpose of taking a class and as reference material thereafter.

In addition to the above and below terms and conditions, you remain bound and must adhere to all terms and conditions of your Apptricity Software License, Support & Maintenance Agreement or SaaS Subscription License Agreement (a/k/a On Demand Software License Agreement). Any third party technology that may be used with Apptricity Training is specified in the Training documentation. Such third party technology is licensed to you under the terms of that particular third party's technology license Agreement and not under the terms of this Agreement. Notably, you may not:

- \* remove or modify any markings or notices of Apptricity or its licensors' proprietary rights;
- \* sell, transfer, distribute, sublicense, lease or rent any Products or derivate works to any third party;

## Apptricity Corporation

- \* cause or permit reverse engineering, decompiling, disassembly, translation, reproduction, modification, or make derivative works of the Products;
- \* disclose results of any program benchmark tests without Apptricity's prior written consent; or
- \* disclose any Product materials for a period of five years.

Limitation of Liability: APPTRICITY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. APPTRICITY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID APPTRICITY UNDER THE ORDER GIVING RISE TO THE LIABILITY, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PRODUCTS OR TRAINING OFFERINGS, SUCH LIABILITY SHALL BE LIMITED TO THE FEE YOU PAID APPTRICITY FOR THE DEFICIENT PRODUCT OR TRAINING OFFERING GIVING RISE TO THE LIABILITY.

Other: You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or other referenced document), together with the applicable order, are complete and that this Agreement supersedes all prior or contemporaneous representations, written or oral, other than your Apptricity Software License, Support & Maintenance Agreement or SaaS Subscription License Agreement (a/k/a On Demand Software License Agreement). If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. No non-Apptricity ordering document shall apply. Any changes or amendments to this Agreement must be in writing, expressly refer to the changes to this Agreement, and be duly executed by authorized representatives of all parties.

In consideration for being granted access to the Apptricity class location (the "Premises"), you hereby waive any and all claims against Apptricity and the owners of the Premises (if Apptricity is not the owner), and their officers, directors, employees and agents (the "Released Parties") for loss, theft, destruction or damage to any property, including without limitation the business or personal property of you or your employees, agents, guests, invitees or representatives, in, on, or about the Premises, and for injuries to you or your employees, agents, guests, invitees or representatives, in, on, or about the Premises. The Released Parties shall bear no responsibility for the safety of you or your employees, agents, guests, invitees or representatives or their business or personal property while in, on, or about the Premises. This paragraph does not apply to any damages directly caused by the Released Parties' gross negligence or intentional misconduct.

### APPTRICITY UNIVERSITY INSTRUCTOR-LED TRAINING (ILT):

ILT Waitlists: Apptricity accepts participant requests for registration into full ILT events. If space becomes available, participants will be placed into the class and notified. Participants will have 3 days to cancel; thereafter, the standard cancellation policy described below will apply.

Class Cancellation/Rescheduling Policy: Apptricity may cancel or reschedule a class at its discretion, and if it does, will use reasonable efforts to notify you at least one week in advance. You will not be charged for the Apptricity cancellation or rescheduling. **Apptricity is not liable**

## Apptricity Corporation

**for travel or accommodation costs incurred by students in the event that Apptricity cancels or reschedules an event.** Please notify us as soon as possible of any changes in your scheduled Training. Cancel and reschedule requests must be received by Apptricity in email or other written communication.

### Publicly Scheduled Instructor Led Training Events

If you...	Apptricity will assess...
cancel or reschedule your registration 7 or more calendar days before the scheduled start date of the class	no charge
cancel or reschedule your registration 1-6 calendar days prior to the class start date	75% of the class fee
do not show up for the event; or cancel on the day of the event	100% of the class fee

### Private/Onsite Training Events

If you...	Apptricity will assess...
cancel or reschedule your class 14 or more calendar days before the scheduled start date of the class	no charge
cancel or reschedule your class 1-13 calendar days prior to the class start day	75% of the class fee
do not show up for the class, or cancel on the day of the class	100% of the class fee

### Apptricity online Certification Exam (ACE)

If you...	Apptricity will assess...
cancel or reschedule the activation of your ACE Training system to be able to take the exam	no charge
once the activation information and the student workbook have been sent to you	100% of the exam fee

International ILT Registrations: Students are responsible for ensuring they have all correct travel documentation (e.g., visas) in place prior to confirming attendance for a class.

ILT Classroom Environment: Participants are requested to sign in 15 minutes before the start of class on the first day. Business casual attire is appropriate. Course materials and equipment are provided by Apptricity University. Unauthorized recording, copying, or transmission of Training content is strictly prohibited. Except as otherwise agreed by Apptricity in writing, attendance at private Instructor-Led classes is restricted to employees and staff of your company.

Student Materials: **Reproduction or distribution to a third party of student materials is strictly prohibited.** Apptricity University student materials are not available or authorized for purchase from any third party. Students unable to attend a confirmed class due to unforeseen reasons and who have paid the 100% cancellation fee per the terms of the Class Cancellation Policy may request a printed copy of the student materials used in conjunction with the class. Students must make this request to their Apptricity University sales representative within 60 days of the originally scheduled class.

On-Site Classes: You acknowledge Apptricity's ability to perform the Training purchased depends upon your fulfillment of the following obligations:

- \* Set-up classroom with sufficient space and technology for all Training delivery events;
- \* Provide a computer system for each student, access the Internet uninterrupted and able to reach the designated Apptricity Training site, during the duration of the Training;
- \* Provide relevant technical resources with adequate skills and knowledge to support instructor including, but not limited to, getting computers setup for class;
- \* Provide an overhead projector for the instructor to use that will connect to a standard laptop;
- \* Provide, for all Apptricity resources at your site, a safe and healthful workspace; and
- \* Obtain and provide any consents or approvals required for Apptricity to perform Training.

Student Satisfaction Program: Apptricity's Student Satisfaction program applies to all Apptricity University Instructor Led Training classes. In the event you complete the entire Apptricity University class and you are not satisfied with the class, then you may request to retake the respective class by written notification Apptricity by emailing [AU\\_Training@apptricity.com](mailto:AU_Training@apptricity.com) within 5 business days of the completion of the class at no additional charge within 90 days. The Student Satisfaction program does not apply: (i) you do not meet the above criteria or (ii) you have already retaken the respective class. Apptricity shall not responsible for any applicable taxes, transportation costs, lodging costs or other expenses or costs related to the retaken class. Apptricity may provide a credit for the class fee in lieu of permitting a class retake at its sole discretion. The above details your sole remedies available.

### ADDITIONAL TERMS APPLICABLE TO THE APPTRICITY CERTIFICATION EXAM (ACE):

Apptricity Certification Exams: Once you register to complete the ACE program, you will receive a Training workbook that summarizes the information to be covered in the Instructor-Led class. You will also receive a URL to a special test environment which will be active for a week from the date you register, so you may complete and submit for grading a course specific scenario based exam. Once your exam has been graded, you will receive a reply email with your score and an explanation of anything missed on the exam. All certification candidates who score 76% or higher also receive a printed certificate in the mail.

Apptricity Certification Program Fraud Policy: Apptricity may take action against any candidate involved in fraudulent activities, including, but not limited to, cheating on an exam, alteration of score reports, and alteration of completion certificates. Apptricity considers any sharing of materials pertaining to ACE to be a violation of this Fraudulent Activity Policy. If Apptricity determines in its sole discretion that fraudulent activity has taken place, it may decertify the student's credentials, ban the student from participating in Apptricity University certification programs, and/or notify the student's employer. Students found committing fraudulent activities forfeit any and all fees previously paid to Apptricity.