

## TRAINING SERVICES TERMS OF SERVICE

### TRAINING SERVICES TERMS OF SERVICE

This Terms of Service (including any Exhibits) governs your use of the Training Services and is subject to the Master Services Agreement General Terms available at <https://tivoralabs.com/agreements> or, as applicable, other base agreement between you (Client) and TIVORA LABS SDN. BHD. (Company). Capitalized terms without definitions in this Terms of Service have the meaning defined in the base agreement. In the event of a conflict between this Terms of Service and the base agreement, the terms of this Terms of Service control.

TIVORA LABS SDN. BHD. may modify this Terms of Service by posting a revised version at <https://tivoralabs.com/agreements>, or by providing notice using other reasonable means.

Unless set forth otherwise in the applicable Statement of Work ("SOW"), the following terms shall apply to Training Services ("Services"):

1. **Payment.** All training fees set out in the SOW shall be paid in full to secure the training on the agreed date. Each training session is limited to a maximum number of individual attendees. Company shall not unreasonably withhold its agreement to increase that cap, provided that additional training fees may be payable for additional attendees.
2. **Prerequisites.** Attendees should be computer literate and meet the prerequisites set forth in the applicable training courses in the SOW.
3. **Changes.** Company may make a change of date or location of the course (a "Change") due to a reason beyond Company control. Company shall provide Client with as much notice as possible if this occurs. Company are not responsible or liable to Client or any Attendee for any loss or expenses incurred due to that Change.

If Client need to a Change, Client shall advise Company in writing as early as possible. Unless otherwise agreed upon, the following policy applies to a Change:

- a) If Client make a Change less than 20 business days and more than 10 business days before the training date, 50% of the training fees would be due, and Company shall only refund 50% of the training fees should Client decided to cancel the training session.
  - b) If Client make a Change less or equal than 10 business days before the training date, the full training fees would be due, and Company would not refund the training fees should Client decided to cancel the training session.
4. **Cancellation.** Client shall notify any cancellations in writing to Company before 10 business days before the training date. In the event of cancellation is made after this date, Client shall be charged the full training fees, and the full training fees would be due. In the event of cancellation by Company, a full refund of training fees shall be made.
  5. **Intellectual Property.** Company retains all ownership and Intellectual Property Rights to the training slide deck, exercises, documentation and software ("Training Material") utilized in the training. Subject to payment of the full training fees and the attendance of Attendee(s) to training session, Company grants Attendees a worldwide, royalty-free, non-sublicensable, non-exclusive, irrevocable license to use the Training Material for non-commercial purposes only. Attendees and Client are not allowed to use Training Material to conduct training without the consent of Company. This license grant does not cover any third party Training Material that are not owned by Company.