



**EXPERTUS INC LEARNING MANAGEMENT SYSTEM (LMS)**  
**WEB-BASED TRAINING**  
**TERMS AND CONDITIONS**

PLEASE READ THESE TERMS AND CONDITIONS.

USER'S ENROLLMENT IN AN ExpertusONE WEB-BASED TRAINING SHALL BE DEEMED CONCLUSIVE EVIDENCE OF USER'S ACCEPTANCE OF ALL OF THESE TERMS AND CONDITIONS (INCLUDING, BUT NOT LIMITED TO, ANY LICENSE SET FORTH BELOW). NOTHING IN THESE TERMS AND CONDITIONS SHALL BE DEEMED TO CONSTITUTE A REPRESENTATION, GUARANTEE, WARRANTY OR PROMISE THAT A PARTICULAR RESULT WILL OCCUR BASED ON PARTICIPATION IN THE ExpertusONE WEB-BASED TRAINING. USER AGREES THAT THIS AGREEMENT IS ENFORCEABLE TO THE SAME EXTENT AS A WRITTEN AGREEMENT NEGOTIATED AND SIGNED BY USER. USER MAY DOWNLOAD AND PRINT A COPY OF THESE TERMS AND CONDITIONS FROM THE FOLLOWING WEBSITE:

<http://www.expertusone.com>

1. These ExpertusONE Web-Based Training Terms and Conditions (the "Training Terms") are a legal agreement between you, an individual named user ("User"), and Expertus Inc ("Expertus"). Expertus and User may be individually referred to in these Training Terms as a "Party" and collectively referred to as the "Parties".

2. Expertus will have no liability to any User for any direct or indirect loss resulting from User's scheduling conflicts or technical issues arising from or related to the ExpertusONE Web-Based Training. ExpertusONE Web-Based Training is for User's individual use only and may not be licensed, resold or redistributed by User. In addition, User may not share user name and password with any other individual.

3. Subject to these Training Terms, Expertus grants User a limited, non-transferable, non-exclusive license to view the ExpertusONE Web-Based Training. User is responsible for providing and maintaining all computer equipment and software and telecommunications services necessary to access the ExpertusONE Web-Based Training. Nothing in this Agreement grants or transfers to User ownership or intellectual property rights to the ExpertusONE Web-Based Training. Expertus retains all right, title and interest in the ExpertusONE Web-Based Training and all related materials. The LMS is protected by US and international copyright and trademark laws and no portion of the materials on the LMS may be printed, published, modified or distributed in any form. Any rights not expressly granted by these Training Terms are reserved by Expertus.

**4. Payment**

Payment in full must be received prior to access being granted to the ExpertusONE Web-Based Training. Payment may be made via credit card or by wire transfer or check according to the payment terms on the invoice. All fees are non-refundable.

**5. Term**

Each ExpertusONE Web-Based Training course is available to User through the Learning Management System ("LMS") for a duration of thirty (30) consecutive days {the "Term"}. The Term shall commence upon payment verification and email notification with a link to the content. The User can access the course at any time during the Term. At the end of the Term, access to the ExpertusONE Web-Based Training course will expire regardless of whether the course was accessed or completed.

6. The LMS will be accessible to User via the internet twenty-four (24) hours a day, seven (7) days a week, except for: (a) scheduled maintenance and required repairs; or (b) any loss or interruption in the LMS due to circumstances beyond the control of Expertus or which are not reasonably foreseeable by Expertus, including {by way of example} interruption or failure of telecommunications or digital transmission links and internet slow downs or failures.

7. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO REPRESENTATIONS OR WARRANTIES BY EXPERTUS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. EXPERTUS IS DELIVERING THE ExpertusONE WEB-BASED TRAINING ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OR REPRESENTATIONS WHATSOEVER AND EXPERTUS SPECIFICALLY DOES NOT PROVIDE WARRANTIES WITH RESPECT TO USE BY USER OF THE ExpertusONE WEB-BASED TRAINING OR THE WEBSITE. EXPERTUS DOES NOT WARRANT THAT THE ExpertusONE WEB-BASED TRAINING OR ANY MATERIALS PROVIDED BY EXPERTUS TO USER WILL MEET THE REQUIREMENTS OF USER. IN NO EVENT WILL EXPERTUS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES. User accepts full responsibility for any investment made in, or based upon, the ExpertusONE Web-Based Training. Expertus cannot and does not warrant the accuracy, correctness or completeness of the ExpertusONE Web-Based Training. Expertus is not liable for any services or products related to the ExpertusONE Web-Based Training that are provided by non-Expertus affiliated third parties.

If User's contractual remedies fail of their essential purpose, Expertus's sole obligation is to return the amount User paid for the ExpertusONE Web-Based Training. Under no circumstances will Expertus or its suppliers be liable for damages exceeding amounts User paid for the course(s) of the ExpertusONE Web-Based Training that is the basis of User's claim. Any action against Expertus for claims under this Agreement must be brought within eighteen (18) months after the cause of action accrues.

8. The content, availability and access and all other features, attributes or aspects of the ExpertusONE Web-Based Training and the Website are subject to change, modification, addition or deletion at any time without notice to User, at Expertus's sole discretion.

9. User agrees to comply with these Training Terms and any associated End User License Agreement and all applicable laws and regulations. User further agrees that it will not modify, reverse engineer, or decompile any content accessed via the Website, nor will it create derivative works based on Website content. User will not distribute, rent, lease, sell, license or otherwise transfer rights to access the Website or ExpertusONE Web-Based Training to any other person or entity or make any other commercial use of the ExpertusONE Web-Based Training,

10. (A) All ExpertusONE Web-Based Training accessible under this Agreement are subject to U.S. export control laws and may be subject to export or import regulations in other countries. User agrees to comply strictly with these laws and regulations and acknowledges that User has the responsibility to obtain any licenses to export re-export, or import as may be required after delivery to User.

(B) Except for the obligation of payment, neither Party will be liable for non-performance caused by circumstances beyond their reasonable control, including without limitation work stoppages, delays in transportation, terrorist acts, delay in delivery by vendors, fire, civil disobedience, war, epidemics or acts of nature.

(C) User shall not sell, assign, mortgage, encumber or otherwise transfer, including by operation of law, any ExpertusONE Web-Based Training course or its rights and obligations under these Training Terms, in whole or in part, without the prior written consent of Expertus. Any attempt by User to sell, assign, mortgage, encumber or otherwise transfer any of its rights, duties or obligations hereunder shall be void and User's license shall automatically terminated.

(D) These Training Terms shall inure to the benefit of the successors and assigns of Expertus. These Training Terms constitute the entire agreement between the Parties with respect to this subject and supersede and cancel all prior agreements or understandings (whether oral, written or electronic; as well as any different, conflicting or additional terms which appear on any purchase order or form User submits (except that quantities, dates, installation location and means of transportation may be specified by User's purchase order and Expertus's acknowledgment).

(E) These Training Terms may only be amended by written agreement between the Parties. The Parties may waive provisions of these Training Terms in writing only. Any waiver of any provision of these Training Terms will not be deemed a waiver of any subsequent rights in these Training Terms.

(F) These Training Terms is governed by and construed in accordance with the laws of the State of California, United States of America, exclusive of conflict of laws principles.

(G) Any dispute, controversy or claim arising out of or relating to these Training Terms, or the breach, termination, or invalidity thereof shall be resolved by arbitration. The arbitration shall be in accordance with the Commercial Arbitration Rules of the American Arbitration Association which shall administer the arbitration and act as appointing authority. The arbitration, including the rendering of the award, shall take place in Santa Clara, California. The language to be used in the arbitration shall be English. Judgment upon the award of the arbitrators may be entered in any court having jurisdiction thereof.

Except as may be required by law, neither Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.

(H) The Parties acknowledge that breach of these Training Terms may result in irreparable harm and loss, and upon a breach of these Training Terms the non-breaching Party shall be entitled to immediate injunctive relief from a court of competent jurisdiction, which is in addition to, not in lieu of remedies at law.

(I) If any section of these Training Terms or the application thereof shall be invalid or unenforceable, in whole or in part, the remainder of these Training Terms or the application thereof shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

**BY CLICKING "I AGREE" YOU, THE USER, ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO THESE ExpertusONE WEB-BASED TRAINING TERMS AND CONDITIONS.**