

Tech Data Academy

Customer Training Terms and Conditions

The purchase of education services from Tech Data Corp., its agents, divisions, subsidiaries, and affiliates (collectively “Company”) are subject to these terms and conditions (“Agreement”) regardless of other or additional terms or conditions that conflict with or contradict this Agreement in any Customer purchase order, work order, document, or other communication (“Order”). Pre-printed terms and conditions on 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.

“Tech Data Academy” is the trade name of the enterprise created by Tech Data that provides educational services.

“Class” is an individually-scheduled session of a Course.

“Content” is the intellectual property of The Company, or 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.

“Courses” are curriculum offerings provided by the Company. “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. “Instructor-Led Online Training” is an online Training that is taken remotely by a Student but is regulated and monitored by an instructor.

“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.

“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 services Catalogue (“Catalogue”) which the Company publishes from time to time or makes available on Training web-sites.

“Self-Paced Virtual Training” is a self-study Training provided via electronic media that is taken on a Student’s own time.

“Services” means the provision of educational or Training services offered by the Company.

“Student” is anyone who actually is enrolled in and participates in a Class or Course.

“Subscription” delivers access to Virtual Training resources in a single packaged offering for a specified term.

“Training” is any Class or Course component of education Services, including, but not limited to, any Private, Public, Online, Self-Paced or Virtual Class(es) or Course(s).

“Training Credits” are the electronic equivalent of pre-paid vouchers that can be applied to any purchase of Services from the 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.

“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.

“Virtual Training” is an online Training Course that is taken remotely by a Student.

Terms and Conditions for Services from the Company

This Agreement applies to:

1. enrollment and attendance at a Training offered by the Company;
2. ordering and use of a self-study Training;
3. the provision and use of an Training Materials as part of a Class or Course, or independently; and
4. the provision of other Education Services by the Company.

Occasionally, Services have additional or different terms (Other Terms). If so, the Company will provide those Other Terms to you. For example, Private Trainings may have different terms and conditions outlined in the offer document from the Company. 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 the Company provides, and collectively replace any prior oral or written communications between us.

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

Training and Training Materials

The Company may add, withdraw or modify Public Training and any Training Materials at any time without notice.

For Private Training, the Company will negotiate a written agreement with you regarding the dates, premises, content, prerequisites and any such other terms as necessary.

Scheduling of Training

The Company specifies the dates of Public Training at the Company website. Private Training will be scheduled by mutual agreement.

The Company may cancel, defer or modify (including location) any scheduled Training on 10 working days' notice. If the Company cancels a Training for which you have prepaid, the Company will offer to transfer your booking to a mutually suitable alternate date, if available, or refund the price you paid to the Company. The Company will not be responsible for any loss incurred by you, e.g. travel expenses, as a result of the Company's cancellation or deferral of a Training. Therefore, you should not make any non-refundable travel reservations in anticipation of attending any Training. Should the Company modify a Training date or location, you may cancel from the

rescheduled session without charge. In the event that the lecturer cannot hold a Training due to illness or any other unforeseeable event, the Company will make reasonable efforts to continue the session with an alternate lecturer. Should the Training not continue, or begin, the Company will attempt to reschedule it. If the Training cannot be rescheduled, or the rescheduled date is not acceptable, the Company will refund the fee to the customer. This will be the Company's sole liability upon the Company's cancellation of scheduled Training.

Prerequisites and Assessments

The Company provides Training descriptions at the Company 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. After you submit an on-line order form, you should receive a confirmation e-mail with communication about your ID and password, and additional instructions to start the session. Once you receive your ID and Password, you will be given a period of time to complete the Online Training.

The Company provides no written assessment of your performance in Training.

Proof of Entitlement

An enrollment confirmation letter or e-mail received from the Company is evidence of your Proof of Entitlement to a Training and your authorization to use Training Materials.

Prices and Payment

The prices listed for any Training in the Catalogue at the Company website are subject to change without notice.

Prices for Public Training will be those in effect at the time your Training begins (for the avoidance of doubt, when the Training session begins, the Company shall access and charge the payment method you have provided to the Company when the Training was booked or reserved). Prices for Public Training include the use of required Training Materials. You are responsible for all costs related to accessing the Training Materials either on your own machine or via connection to the Company's websites.

Prices for Private Training will be established based on your requirements. Additional charges may apply, such as instructor travel, accommodation and living expenses, facilities, and remote laboratory support. All charges will be specified in the applicable

letter of offer, quotation, or invoice from the Company. Prices include delivery and licensing of the Training Materials.

If any authority imposes a duty, tax, levy, or fee upon any transaction under this Agreement then you agree to pay that amount as specified in an invoice, unless you have previously supplied exemption documentation. Prices include any late payment fees, but do not include taxes, Student travel, accommodation and living expenses, for which you will be invoiced separately. The Company reserves the right to require payment in advance of any Training or other Educational Service.

Promotions

Promotions may be offered from time to time by the Company. The nature and conditions of such promotions will be listed at the Company website.

You should refer to that website to determine:

- (1) if any promotions apply to you; and
 - (2) the restrictions and conditions of those promotions.
- Training Credits, as defined above, are an example of a promotion that may be available from the Company.

Your Cancellation

Cancellation of Training may result in financial penalties, as follows:

• Private Training

Cancellation twenty-one 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. Cancellation twenty to eleven working days prior to the scheduled start date of the Training will result in a forfeiture of 50% of the full price of the session. Cancellation ten working days or less prior to the scheduled start date of the Training will result in forfeiture of the full price of the session.

• Public Training

You may cancel or postpone your attendance at a Public Training course by contacting the Company in writing (email is acceptable). Cancellation with eleven or more working days' notice from the start of the class is without penalty. If you cancel or postpone your attendance with less than 11 days' notice from the start of the class, or you fail to attend 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 meets the prerequisites for the Training. Substitution will result in an administration fee of \$50 U.S

(or foreign equivalent). This substitution fee also applies to Customers who have paid with Training Credits.

• Self-Paced, Virtual and Web-Based Training

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

• Subscriptions

You may not cancel, transfer or assign any Subscription order. License and Intellectual Property Protections

The 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 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 The Company's prior written consent. You agree not to use trademarks, trade names, or other designations without prior written consent.

No Customer may:

1. reproduce, process, publicly communicate, use, copy, modify, create derivative works or distribute the Content except as provided herein;
2. 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
3. sublicense, rent, or lease the Content.

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

Warranty

SERVICES AND ANY RELATED MATERIALS PROVIDED BY PROVIDERS IN CONNECTION WITH SERVICES ARE PROVIDED 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 THERE-FROM. PROVIDERS MAKE NO WARRANTIES OR REPRESENTATIONS THAT SERVICES WILL BE FREE FROM ERROR OR LIABILITY.

Limitation of Liability

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 The Company and not against any other Providers. 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 subcon-tractors. It is the maximum for which we are collectively responsible.

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

- 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;
- loss of, or damage to, your records or data;
- special, incidental, or indirect damages or for any economic consequential damages (including lost profits, business, revenue, goodwill, or anticipated savings); or
- damages arising out of a modification of the Content, Training Materials or related courseware by you or on your behalf.

Data Protection

The customer consents to the Company and its associated companies 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 The Company and its associated companies operate.

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.

You confirm that the Content or Services provided to you will not be used for any prohibited use including, but not limited to, the design, development, production, or use of nuclear materials, nuclear facilities, or nuclear weapons; the design, development, production, or use of missiles or support of missiles projects; and or the design, development, production, or use of chemical or biological weapons.

General

We reserve the right to delegate provision of Services, in whole or in part, to third parties. 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 the Company website to obtain the most current version. Additional or different terms and conditions in any order or communication from you are void.

This contract 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.