



TRAINING TERMS & CONDITIONS

These Training Terms & Conditions (“Agreement”) between You (“Customer”) and root9B, LLC (“R9B”), collectively (“Party or Parties”), shall govern the purchase and delivery of R9B Training Services. Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by the terms and conditions hereof.

1. Definitions. Capitalized terms shall have the meanings set forth below. Defined terms stated in the singular may be used in the plural, and vice versa.

- (a) **“Student”** means, a registered participant for a specific training course or training related service.
- (b) **“Training Materials”** means digital or print content required to complete a course, which may include, but is not limited to workbooks, data, concepts, exercises, and exams.
- (c) **“Course Description”** means R9B’s standard, then-current description of a course’s features.
- (d) **“Services”** means training course delivery or related services.
- (e) **“Equipment”** means R9B provided computers, routers, and any other associated hardware.
- (f) **“Acceptance”** shall be deemed to have occurred upon successful registration of Student with R9B.
- (g) **“Personal Data”** shall include, but not be limited to, Student names and email addresses.
- (h) **“Online Training”** means training delivered in a virtual environment.
- (i) **“Course Start Date”** shall mean the first day of the training course.
- (j) **“Course End Date”** shall mean the last day of the training course.

2. Training Description. Instructor led training is offered at R9B facilities, at a Customer site, at sites designated by R9B, or online. R9B shall conduct Services in close conformance with the Course Description, which are subject to change due to limitations or constraints including, but not limited to, technical capabilities and Customer’s needs.

3. R9B’s Responsibilities.

- (a) Provide training in a manner consistent with the technical and professional standards of the industry.
- (b) Provide an instructor qualified to conduct the Services.
- (c) Provide necessary Training Materials for Student.
- (d) Confirm class approximately two weeks prior to the scheduled start date.
- (e) Provide username and passwords for Online Training environments.

4. Customer’s Responsibilities.

- (a) Remit payment for Student(s) a minimum of two (2) weeks prior to course start date. Unpaid or unregistered Student(s) will not be permitted to view or participate in the training class.
- (b) Provide R9B with a list of Personal Data a minimum of one (1) week prior to class start date. The Parties acknowledge that in connection with the Services, Customer and Student may provide or make available Personal Data to R9B. Student authorizes R9B to process such Personal Data: (i) for purposes related only to this Agreement; and/or (ii) as may otherwise be permitted under Applicable Data Protection Law.
- (c) Confirm all registered Students meet any minimum prerequisites for the applicable training event as stated in the R9B training catalog.
- (d) Coordinate and pay for all Student(s) travel arrangements. Customer agrees that R9B is not responsible for losses from nonrefundable travel arrangements in the event of course scheduling changes or cancellations.
- (e) Ensure Student use of Training Materials provided by R9B complies with the terms of this Agreement.
- (f) Assume full responsibility for Student attending training course(s) and complying with terms and conditions under this Agreement.
- (g) Ensure Student does not use audio and/or video recording equipment within the classroom or virtual environment without prior written approval from authorized R9B representatives.
- (h) For Customer site / mobile classes, (i) provide a secure, locked area for storage of R9B equipment between training sessions, (ii) assume responsibility for loss of, damage to, and/or theft of R9B equipment while in Customer’s possession, and (iii) warrant that it maintains sufficient business insurance coverage in accordance with the law and this Agreement.

5. Download and Access to Online Training

- (a) Access to Online Training is only available online via an internet connection. Chrome-based web browser such as Chrome, Chromium, Brave, etc. are recommended for access to R9B’s virtual resources.
- (b) Students will be required to create a Zoom account and register for the Online Training webinar.



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- (c) Once registered and 7 days prior to the start of Online Training, Student will receive a notification, via email, providing username and password for access to the virtual environment, and a link to the virtual book.
 - (d) Access to Online Training will begin on the Course Start Date and shall be extended 60 days following the Course End Date.
 - (e) All support services for technical concerns are provided in the access notification sent via email.
- 6. Indemnification.** In the event that any breach of the terms and conditions of this Agreement by Student(s), willful misconduct, or grossly negligent act or omission of a Party or its employees during the performance of Services causes or results in the (i) loss, damage to or destruction of physical property of the other Party or third parties, (ii) death or injury to any person, then such Party will indemnify, defend and hold the Party harmless from and against any and all resulting claims, damages, liabilities, costs and expenses (including reasonable attorney's fees), subject to the Limitation of Liability herein.
- 7. Ownership; Reservation of Rights.** This Agreement gives Student certain limited rights to use electronic and/or tangible versions of the Training Materials. R9B retains exclusive rights, title, and ownership to the Training Materials, software, data, and documentation under this Agreement. Training Materials are protected by United States copyright laws. All rights not specifically granted in this Agreement are reserved to R9B. Customer shall not attempt to, and will not allow others to reverse engineer, decompile, disassemble or translate the Training Materials, or otherwise attempt to derive source code, trade secrets or know-how in or underlying any software or any portion thereof; interfere with, modify, disrupt or disable features or functionality of the Training Materials, including without limitation any such mechanism used to restrict or control the functionality, or defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection or monitoring mechanisms of the Training Materials; sell, rent, lease, sublicense, distribute, redistribute, syndicate, create derivative works of, assign or otherwise transfer or provide access to, in whole or in part, the Training Materials to any third party; use the Materials for any illegal, unauthorized or other improper purpose.
- (a) **Customer Ownership.** As between the parties, Customer retains ownership of Materials furnished by Customer. "Materials" means information, data, software, hardware, systems and other property.
 - (b) **R9B Ownership.** As between the parties, R9B owns all right, title, and interest in the Services and any Materials provided by R9B, and all Intellectual Property Rights therein and thereto. As between the Parties, all right, title and interest in and to any modifications, translations, or derivatives of the Services and Materials remain exclusively with R9B, including all Intellectual Property Rights therein and thereto. "Intellectual Property Rights" means: (i) rights associated with works of authorship, including copyrights, moral rights, and mask work rights; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patent and industrial property rights; (v) other proprietary rights in intellectual property; and (vi) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (i) through (v) of this sentence.
 - (c) **Equipment.** R9B shall retain title to any Equipment used in the performance of the Services. For Equipment shipped to Customer site, Customer shall affix to and maintain on the Equipment, in a conspicuous location, a notice stating that such Equipment is owned by R9B. Customer agrees to use the Equipment only in accordance with instructions prescribed by R9B. Customer assumes the entire risk of loss, damage, theft, or destruction of the Equipment while it is in the possession of Customer. Customer shall not, without R9B's written consent, load any software onto the Equipment or make any alterations, additions or improvements to the Equipment.
- 8. Term.** This Agreement is effective upon Acceptance.
- 9. Student Registration and Training Event Change Policy.**
- (a) **Individual Student Seats at a R9B site or online.** Customer will provide written notice to R9B of any Student transfer or substitution requests at least three (3) business days prior to the start date of the class. Multiple requests and any requests that occur without the three (3) business days prior notification are subject to a fee, as determined by R9B. Exclusive of Government clients, substitute Student must be from the same organization as Student being replaced. Customer will provide notification of cancellation of Student registrations at least two (2) weeks prior to the start date of the class. Cancellations that occur without the two (2) week advance notice are subject to the full training event fee, at R9B's discretion.
 - (b) **Customer Site Classes.** Customer will provide written notice to R9B of any training event reschedule or cancellation at least two (2) weeks prior to the start date of the class. Training event reschedules and



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cancellations that occur without the minimum two (2) week notice are subject to the full training event fee, at R9B's discretion, and Customer will be responsible for all of R9B's reasonable travel expenses, incurred fees and shipping costs for all rescheduled or canceled training events.

- (c) If cancellation of a training event is due to force majeure as described in Paragraph 16, the affected Party is released in full from the required notification period requirement. The Parties will cooperate to reschedule the training event at a later date.
- (d) Notwithstanding the above, R9B reserves the right to exclude a Student from attending any Service due to disorderly conduct or failure to meet the minimum prerequisites. No refund will be payable to Customer under such circumstances.

10. Payment. Payment is required at the time of purchase, unless mutually agreed to by the Parties. R9B accepts payment by credit card, check, Automated Clearing House (ACH), Amazon Pay, and PayPal.

11. Confidentiality. As used herein, "Confidential Information" shall mean all information that is disclosed in any tangible form and is clearly marked as proprietary or confidential, or information that is disclosed orally or visually, designated proprietary or confidential at time of disclosure. This information includes, but is not limited to, patent applications and other filings, trade secrets, and any other proprietary information, as well as any ideas, techniques, sketches, drawings, and the like. Customer agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party any Confidential Information except as approved in writing in advance by R9B. Customer shall only permit access to Confidential Information to those of its Students, employees or authorized representatives having a need to know and who have signed a confidentiality agreement or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

12. Warranty.

- (a) Representations and Warranties by R9B. R9B represents and warrants that the Services provided under this Agreement shall be performed with the degree of skill and judgment recognized as the standard for R9B's industry. The exclusive remedy for any breach of the foregoing warranty shall be that R9B, at its own expense, and in response to written notice of a warranty claim by Customer within 30 days of the date on which R9B completes performance of the Services at issue, shall, at its own option, either (i) re-perform the Services to conform to this standard; or (ii) issue a voucher to the Customer for amounts paid for non-conforming Services.
- (b) DISCLAIMER. EXCEPT AS PROVIDED IN THIS SECTION 12, R9B MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SERVICES PROVIDED HEREUNDER.

13. Limitations of Liability.

- (a) EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES. IN NO EVENT SHALL EITHER R9B OR CUSTOMER BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS (EXCLUDING AMOUNTS PAID AND PAYABLE HEREUNDER), LOST BUSINESS OPPORTUNITIES, LOSS OF USE OR EQUIPMENT DOWN TIME, AND LOSS OF OR CORRUPTION TO DATA ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT, AND EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.
- (b) DIRECT DAMAGES. R9B'S TOTAL LIABILITY TO CUSTOMER FOR ANY AND ALL LIABILITIES, CLAIMS OR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWSOEVER CAUSED AND REGARDLESS OF THE LEGAL THEORY ASSERTED, INCLUDING BREACH OF CONTRACT OR WARRANTY, TORT, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE, SHALL NOT, IN THE AGGREGATE, EXCEED THE AMOUNT ACTUALLY PAID TO R9B UNDER THE SPECIFIC ORDER FROM WHICH THE CLAIM ORIGINATED.

14. Governing Law; Export.

- (a) This Agreement will be governed by and construed in accordance with the substantive laws of New York.
- (b) Customer will not, nor will Customer authorize or permit its personnel to disclose, export, or re-export, in whole or in part, any of R9B's Training Material or information, or any process, deliverable, material, or



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Service that is produced under this Agreement. Customer will comply with all applicable Federal, State, and local laws; regulations; and ordinances, including the regulations of the U.S. Department of Commerce and/or the U.S. Department of State, including without limitation, the Export Administration Regulations (EAR), and the International Trade in Arms Regulations (ITAR). In addition, Customer agrees to notify R9B if Customer or Student is listed in the Denied Parties List published by the U.S. Department of Commerce, or if Customer's export privileges are otherwise denied, suspended, or revoked in whole or in part by either the U.S. Department of Commerce or the U.S. Department of State.,

- 15. Taxes.** Customer shall be solely responsible for the payment of any and all sales, use, value added, excise, import, or other similar taxes, including interest and penalties thereon, imposed by any authority, government or governmental agency arising out of or in connection with the performance of the Services by R9B (other than those levied on R9B's net income), and Customer shall make such payments, and timely file any return or information required by treaty, law, rule or regulation. Upon request, Customer shall provide R9B with documentation evidencing such payments. If R9B is required to pay any such taxes, duties or fees, Customer shall reimburse R9B immediately upon receipt of R9B's invoice therefor.
- 16. Force Majeure.** Each Party will be excused from performance, other than payment obligations, for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, due to unforeseen circumstances or to causes beyond such Party's reasonable control including, but not limited to, war, strike, riot, crime, acts of God, or shortages of resources.
- 17. Miscellaneous.**
- (a) While on Customer's premises, R9B personnel will follow all reasonable instructions provided to R9B prior to the performance of the Services.
 - (b) R9B is an independent contractor and will not be deemed an employee or agent of Customer.
 - (c) Any subsequent modifications to this Agreement will be made in writing and duly signed by authorized representatives of both Parties or they will be void and of no effect. This Agreement is the complete and exclusive agreement between the Parties with respect to the subject matter hereof, and supersedes any previous or contemporaneous agreement, proposal, commitment, representation, or other communication whether oral or written between the Parties regarding such subject matter. This Agreement prevails over any conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by Customer, even if signed and returned.
 - (d) R9B has the right to subcontract the performance of the Services to third parties, provided that R9B remains responsible for the contractual obligations set forth in this Agreement.
 - (e) All notices will be in writing and addressed to the receiving Party's current business contact, if known, or as updated by either Party in writing. Notices shall be effective upon receipt and shall be deemed received as follows: (i) if personally delivered by courier, when delivered, (ii) if emailed, upon receipt of a read receipt notification, or (iii) if mailed by first class mail, or the local equivalent, on the fifth business day after posting with the proper address.
 - (f) Customer may not assign the rights granted hereunder or this Agreement, in whole or in part and whether by operation of contract, law or otherwise, without R9B's prior written consent. Such consent will not be unreasonably withheld or delayed.
 - (g) No person other than a Party to this Agreement will be entitled to enforce any term of it except as expressly provided herein.
 - (h) If any provision of this Agreement is found partly or wholly illegal or unenforceable, such provision will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions will remain in full force and effect. A waiver of any breach or default under this Agreement will not constitute a waiver of any other right for subsequent breach or default.
 - (i) Any term of this Agreement, which is intended to survive expiration or termination will survive, including, without limitation, confidentiality, restrictions on use of intellectual property, limitations on liability and disclaimers of warranties and damages, governing law, and Customer's payment obligations accrued prior to termination.