

These training subscription terms (“**Training Subscription Terms**”) set forth the terms and conditions governing access to and use of the training offered by AppLogic Networks.

1. **Training Subscriptions.** AppLogic Networks may offer training as an automatically renewing annual training subscription. Training subscriptions may be purchased by end users and resellers of AppLogic Networks solutions (“subscribers”). Training subscriptions may be purchased directly from AppLogic Networks or via a AppLogic Networks authorized reseller.
2. **Instructor Led Training Add-On.** Instructor led training (“ILT”) Add-on is an optional add-on for training subscriptions – the ILT add-on provides the subscriber with one (1) ILT course per year for up to eight (8) people. If the ILT add-on is included with a training subscription then each renewal of that training subscription will include the ILT add-on. If the ILT add-on is not included with a training subscription then it will not be included with each renewal of that training subscription. The ILT add-on may be removed from an existing training subscription for the next annual subscription period if AppLogic Networks is provided at least sixty (60) days written notice in advance of the renewal date. The ILT add-on may be added to an existing training subscription if: (i) AppLogic Networks is provided at least sixty (60) days written notice in advance of the renewal date; (ii) a new order is provided to AppLogic Networks for the training subscription with the ILT add-on included; and (iii) the training subscription fees with the ILT add-on included are paid in full in advance of the renewal date.
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4. **Changes.** AppLogic Networks reserves the right to vary the training and materials that are available from time to time including during the current subscription period. AppLogic Networks may terminate the availability of the training subscription or not renew the training subscription at AppLogic Networks sole discretion either: (a) at the end of the current subscription period, or (b) at any time during the current subscription period if AppLogic Networks provides a pro-rata refund for any pre-paid training subscription fees. A training subscription may be varied (e.g. increases or decreases to the number of users) from the end of the current subscription term with at least sixty (60) days advance written notice to AppLogic Networks. Subscriber may increase the number of users during the current subscription term by paying a pro-rated training subscription fee at AppLogic Networks per user rates that are in effect for the remainder of the current subscription term. A training subscription may be terminated by a subscriber at the end of the current subscription term with at least thirty (30) days advance written notice to AppLogic Networks.
5. **Limited Licenses.** Subscriber is granted access and use of the training and training materials solely for its own internal business purposes for the number of users and during the subscription period for which the subscriber has paid the applicable training subscription fees.
6. **Title.** AppLogic Networks retains all intellectual property in the training and training materials. Subscriber shall not remove, alter, cover, obfuscate or destroy any copyright notices, proprietary markings, proprietary legends, other proprietary rights notices, or any other notices or markings placed upon or contained within the training materials.
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- 8. Exclusion and Limitation of Liability.** IN NO EVENT WILL APPLOGIC NETWORKS, ITS AFFILIATES OR THEIR SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES WHATSOEVER OR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, BUSINESS INTERRUPTION, DESTRUCTION, LOSS, ALTERATION OR DISCLOSURE OF INFORMATION OR DATA, OR OTHER PECUNIARY LOSS, OR ANY LOSSES ASSOCIATED WITH ANY TRAINING OR TRAINING MATERIALS, IRRESPECTIVE OF THE CAUSE OF ACTION, EVEN IF APPLOGIC NETWORKS, ITS AFFILIATES OR THEIR SUPPLIERS OR LICENSORS BECOME AWARE OF OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLOGIC NETWORKS CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THESE TRAINING SUBSCRIPTION TERMS WILL NOT EXCEED THE LAST AMOUNT PAID TO APPLOGIC NETWORKS BY THE SUBSCRIBER FOR ONE ANNUAL PERIOD OF THE TRAINING SUBSCRIPTION.
- 9. Governing Law and Forum.** These Training Subscription Terms shall be governed by and construed in accordance with the laws of the state of New York, United States of America, excluding any conflict of laws rule or principle, foreign or domestic, which might refer such interpretation to the laws of another jurisdiction. Each party irrevocably consents and submits to the exclusive jurisdiction of the federal and provincial courts situated in the city of New York, United States of America and waives any objection thereto on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law. The parties waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to these Training Subscription Terms.