

Education Services Training Certificate

2024



This Arctera Training Program Certificate (“Certificate”) is a legal agreement between the individual or organization (“You” or “Your”) and Arctera US LLC and/or its affiliates (“Arctera”). This Certificate states the terms and conditions under which Arctera training will be available to You and delivered to you upon registration for course(s) (“Eligible Course(s)”) identified in Arctera’s then-current in-country standard education services catalog (“Education Services Catalog”) for Your respective region. This Certificate applies to the products and/or services identified on the front of this Certificate (or if not on the face of this Certificate, then in the entitlement details page of Your Arctera Licensing Portal account).

IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU ARE NOT ELIGIBLE TO RECEIVE TRAINING FROM ARCTERA. ACCEPTANCE OF TRAINING INDICATES YOUR AGREEMENT TO THESE TERMS.

IMPORTANT: Your sales order number is required to register for Eligible Courses. Based on the product SKU description on the face of this Certificate, You are entitled to one of the following types of “Training Offerings”, either (i) a specific number of training units (“Training Units”) which may be redeemed by You for Eligible Courses provided under one of the delivery models identified below or additional Services listed in the Education Services Catalog (e.g. certification exams); or (ii) a Learning Lab course which may be redeemed by You for a self-paced learning lab course for the product identified in the product SKU description.

REDEMPTION: Please refer to the web site at <https://www.arctera.io/training-voucher> and follow the instructions provided to redeem Training Units. Training Unit values are calculated based on the currency in which they are purchased (“Purchasing Currency”) as indicated in the Education Services Catalog, and, upon Your prior written request, may be redeemed to purchase an Eligible Course offered in a different currency. If You request to redeem Training Units for a course offered in a different currency from Your Purchasing Currency, then Arctera will convert the Purchasing Currency to the currency associated with the redeemed Eligible Course(s) using a fixed exchange rate based on the then current in-country list price of the Eligible Courses and the corresponding Training Units will be deducted from Your account balance. If you purchased a Learning Lab Course, please refer to the web site at <https://www.arctera.io/training-voucher> and follow the instructions provided to redeem Your self-paced Learning Lab course for the product identified on the Certificate.

TERM: The Training Offerings must be redeemed for Eligible Courses or certification exams (“Exams”) that are registered within the timeframe listed in the product SKU description on the face of this Certificate commencing on the Issue Date (“Term”) and are non-transferable and non-refundable. In the event no timeframe is specified in the product SKU description, the Term shall be twelve (12) months. Use of Training Units is limited to You and, as applicable, Your individual employees or contractors. When registering, Your employee or contractor must use the Certificate sales order number for identification.

TRAINING UNIT MEASUREMENTS: The Education Services Catalog will identify the number of Training Units required for enrollment for each Eligible Course. The number of Training Units required for an Exam can be identified at <https://www.arctera.io/training>. You may use Training Units to acquire Eligible Courses or Exams of equal or lesser value than the number of unused Training Units available under this Certificate. As Training Units are redeemed, the Training Units will be reduced from Your then remaining balance available. Training Unit values for Eligible Courses and Exams are calculated by rounding to the nearest whole number. If a Training Unit value does not convert to a whole number, but includes a remainder that is .5 or higher, then the Training Unit value is rounded up to the next higher whole number. If a converted Training Unit value includes a remainder that is .49 or lower, then the Training Unit value is rounded down to the next lower whole number. Training Units cannot be used as partial payment for an Eligible Course or Exam, e.g. if the applicable charge for an Eligible Course or Exam is greater than Your unused Training Units balance, such Training Units may not be applied against such Eligible Course or Exam. You are responsible for all travel or out-of-pocket expenses incurred in attending an Eligible Course or any other Arctera education courses and for taking any Exam.

INSTRUCTOR-LED TRAINING COURSES – DELIVERY OPTIONS: Arctera currently delivers its Instructor-Led Training Eligible Courses through three (3) different delivery models: 1) Open enrollment, 2) Dedicated training, and 3) Onsite training. Open enrollment offers training at an authorized Arctera regional training center or via Internet-based Self-Paced Learning or virtual courses. Dedicated training is offered solely at authorized Arctera regional training centers and courses are dedicated solely to Your personnel. Onsite training is offered by Arctera’s instructors to Your employees at Your site, using Your equipment and facilities. Virtual and Self-Paced courses may require Your agreement to additional terms and conditions, prior to, or at the time of receipt of such coursework.

CLASS SIZE LIMITS/MINIMUM COURSE LENGTH REQUIREMENTS: Open enrollment classes are limited by the size of the regional training facility and the ratio of instructors to students, and class size limits for Open enrollment courses cannot be modified on a class-by-class basis. For information on Dedicated and Onsite training class size limitations in all regions, please visit, <https://www.arctera.io/training> to identify country-specific Arctera education points of contact who can provide specific information on class size limitations in all regions. For Dedicated or Onsite training, if Your proposed class size exceeds the maximum number of student enrollees allowable for a course, and if Arctera agrees to accommodate one or more additional students above the stated maximum class size for such course, then You will be invoiced an additional amount of Training Units based on the fees identified in the Education Services Catalog for each additional student enrolled for the Eligible Course. Ordering such training will constitute Your acceptance to the additional Training Unit fees for such additional students. Please contact your Arctera training coordinator for additional details. All education courses, including Eligible Courses, and registration are subject to space availability.

CANCELLATION/RESCHEDULE POLICY: Use of Training Offerings shall also be subject to the then-current in-country Arctera Cancellation/Reschedule policy.

EXPIRATION OF TRAINING PERIOD: At the end of the Term, any prepaid, remaining unused Training Units or Learning Lab Courses shall expire and be forfeited and no refunds shall be provided. All Eligible Courses must be registered during the Term; provided, however, if Arctera cancels an Eligible Course You have registered for and reschedules the Eligible Course past the end of the Term, you may use the applicable Training Units for such Eligible Course within ninety (90) days of the end of the Term.

REPLACEMENT: Arctera is not responsible for a lost, expired, or invalid Certificate. To obtain a replacement Certificate, You must provide valid proof of purchase from either Arctera or the Arctera authorized reseller from whom You obtained the Certificate.

COPYRIGHT WARNING; RESTRICTIONS ON USE: All Arctera training and class materials, including supplemental information (“Materials”), are the sole property of Arctera, protected by the copyright laws of the United States and other countries where Materials are available. Each set of Materials is designed for an authorized, single user only. Any copying, dissemination, distribution or disclosure of Materials without the written authorization of Arctera is strictly prohibited. You may not use the Materials for any purpose other than for Your own educational purposes and no additional license is implied. You may not copy, transfer, lease, assign, make available for timesharing, or sublicense Arctera Materials, in whole or in part, nor modify, reproduce, nor distribute the Materials electronically or otherwise. No right, title or interest to any trademarks, service marks or trade names of Arctera is hereby granted. Unauthorized or improper use of Materials may result in civil and criminal penalties.

DISCLAIMER OF DAMAGES. SOME STATES AND COUNTRIES, INCLUDING MEMBER COUNTRIES OF THE EUROPEAN ECONOMIC AREA, DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE BELOW LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. ARCTERA PROVIDES THE MATERIALS TO YOU “AS IS” AND DISCLAIMS ANY IMPLIED WARRANTIES OR REPRESENTATIONS, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL ARCTERA BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS OR LOST DATA ARISING OUT OF THE PROVISION OF ELIGIBLE COURSES AND MATERIALS TO YOU

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EVEN IF ARCTERA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE SHALL ARCTERA'S LIABILITY EXCEED THE PURCHASE PRICE.

INTEGRATION: This Certificate, including any terms and conditions referenced herein, constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes any and all written or oral agreements with respect to such subject matter. It is expressly agreed that any pre-printed terms appearing on any purchase order, acknowledgement or confirmation issued by You that are different from or in addition to the terms provided in this Certificate are not binding on the parties, even if signed and returned by Arctera. In the event of a conflict between this Certificate and any of the terms and conditions and policies applicable to an Eligible Course and located at the URLs identified above, the terms of this Certificate shall control.

GOVERNING LAW: This Certificate shall be governed by and construed under the following laws, without giving effect to conflict of law principles: (a) the laws of the State of California, if You are in Americas; (b) the laws of England and Wales, if You are in Europe, Middle East or Africa; (c) the substantive laws of England, if You are in India; (d) the substantive laws of New South Wales, Australia, if You are in Australia, New Zealand or the Pacific Islands; (e) the substantive laws of Peoples Republic of China, if You are in China, excluding Hong Kong, Macau and Taiwan; (f) the substantive laws of Japan if You are in Japan; or (g) the substantive laws of the Republic of Singapore, if You are located anywhere else in Asia Pacific. Such application of law excludes any provisions of the United Nations Convention on Contracts for the International Sale of Goods, including any amendments thereto.