

## TERMS AND CONDITIONS APPLICABLE TO TRAINING

Last Updated June 23, 2016

1. Conditions to Admitting Student to Training. Tridium will provide training to an individual (“Student”) only if (i) the Student satisfies Tridium’s educational prerequisites for training, (ii) the Student has registered as a student through Tridium’s online registration process, and (iii) the Student agrees to the Tridium Niagara Student Training Agreement. Any Student who does not indicate its acceptance of that Agreement will not be admitted to training or given access to any training materials.
2. Location. The training will be conducted online or at a physical location, as indicated in Tridium’s product description for the training purchased.
3. Training Specific to Student. All training is sold for the single individual Student named in the Purchase Order for the training, or otherwise identified to Tridium as the individual to be trained. Tridium may, but shall not be required to, accept a purchase order for training unless it names the Student to be trained. In any case, the name of the individual Student to be trained must be provided to Tridium prior to commencement of the training.
4. Fee. All training fees are nonrefundable.
5. Testing. Each individual who takes an online certification test related to Training must be the individual, registered Student, who took the course for which the test is being administered. Any certificate issued on the basis of a test taken by any other person is invalid and may be revoked by Tridium at any time. No test may be taken more than one time by any Student without Tridium’s consent and without paying any applicable additional fee.
6. Certificates. Tridium will offer each Student a test at the end of, and as part of, the training class in which the Student is enrolled, and will issue to each Student that passes the test a certificate indicating that the Student successfully completed the training. Any certificate issued on the basis of a test taken by a person other than the one who took the course for which the test was given is invalid and may be revoked by Tridium at any time.
7. Restrictions On Use Of Training Materials. All training materials supplied, or made accessible, to any Student are owned solely by Tridium and covered by Tridium’s copyright. All such materials are licensed to the Student for the student’s sole and exclusive use subject to the restrictions and limitations set forth in the non-exclusive, non-transferable license to use such training materials set forth in the Student Training Agreement. The purchaser of training acknowledges that in particular, but without limitation, the Student has no right to:
  - a. to possession of a copy of any part of the training materials, whether by downloading them or replicating them in any way;
  - b. to modify, adapt, alter, merge or create any derivative work based in whole or in part on the training materials;
  - c. to use the training materials to train others; or
  - d. to display, sublicense, rent, lend, lease or otherwise allow access to the Training Materials by anyone other than Student.
8. Limitation of Warranty and Remedy.
  - 8.1 **NO WARRANTY.** The training and certification provided under this are intended to convey information about the essential functions of the Niagara Framework and to certify demonstration of a reasonable level of knowledge of such functions to Tridium. Neither training nor certification is intended to, or does, indicate that any individual (i) has the knowledge or ability to, or will in any particular case, cause any such products to perform in a given environment, configuration or situation as desired or in a safe or appropriate manner, or (ii) will in any particular case train individuals in use of such products in an acceptable manner. **TRAINING SERVICES ARE PROVIDED “AS IS” AND WITHOUT ANY WARRANTY OF ANY KIND.**
  - 8.2 Limitation of Liability. NEITHER TRIDIUM NOR ANY OF ITS LICENSORS, OFFICERS, AGENTS, EMPLOYEES OR REPRESENTATIVES SHALL BE LIABLE TO STUDENT OR ANY OTHER PARTY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR PENALTIES (INCLUDING DAMAGES FOR LOST PROFITS, LOST BUSINESS, LOST DATA, BUSINESS INTERRUPTION, AND THE LIKE), ARISING UNDER OR RELATED TO TRAINING HOWEVER THEY ARISE, INCLUDING BUT NOT LIMITED TO, THE USE OF THE TRAINING OR TRAINING MATERIALS PROVIDED, WHETHER FOR BREACH OF

CONTRACT OR IN TORT, EVEN IF TRIDIUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 Limitation of Remedies. IN NO EVENT SHALL TRIDIUM'S MONETARY LIABILITY ARISING UNDER OR RELATED TO THE TRAINING OR TRAINING MATERIALS EXCEED THE AMOUNTS PAID TO TRIDIUM FOR THE TRAINING OR TRAINING MATERIALS GIVING RISE TO THE CLAIM.

9. Term For Which Training Materials Available. Training materials licensed to a Student for any particular course will be available to the Student for at least 60 days after the date of registration for any Training, and thereafter for so long as Tridium may, in its sole discretion, determine.