

# Training and Consulting Terms & Conditions

Intista will provide Client with consulting and/or training, by agreeing to terms and conditions on the Intista website, or completing a purchase, or submitting a purchase order. Together, Intista Consulting and the Client agree to the following:

## 1 Services Provided by Intista

Intista shall provide Client with certain consulting and training services (the “Services”) as specified in Client’s Order. Each Order shall incorporate by reference these terms and conditions (hereafter the “Agreement”). To the extent an Order provides additional and/or conflicting terms to this Agreement, the terms of the Order shall prevail. All Intista subcontractors under an Order, if any, shall be bound to perform all obligations under this Agreement as if they were being performed by Intista.

## 2 Types of Services

“Online Training” is defined as training where the training is delivered via the internet and a computer server is delivering stored training content. Online Training is offered as a single “Individual Training” license and also to an entire organization as “Company-Wide Training”.

“Remote Training” is defined as training where the training is delivered via the internet and an instructor is delivering training content, typically using a combination of live and stored content.

“Classroom Training” is defined as training where the instructor is in the same room as the Client and delivers the training.

“In-Person Consulting” is defined as where a consultant is providing non-training advisory services at a location defined by the Client, often a facility of their own or other convenient location.

“Remote Consulting” is defined as where a consultant is providing non-training advisory services via the internet or telephone typically via conference applications. For the purposes of this agreement, a consulting retainer shall be considered Remote Consulting – except when the consultant travels to an agreed location to meet with Clients, or Client-related contacts. In this case, a consulting retainer is considered the same as In-Person Consulting.

## 3 Limitation of Liability

Training content is illustrative only, intending to provide examples for the Client to apply to their own situation(s). Client is not to act upon this content without appropriate professional advice that examines your specific scenario(s).

By viewing or using training content you agree that Intista, its owners, employees, partners or subcontractors will not be liable for any losses or damages to your business, whether direct, indirect, consequential or other, that could result from the use of, or reference to, these materials

INTISTA’S MAXIMUM LIABILITY FOR ANY ACTION ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER IN TORT OR CONTRACT, SHALL BE LIMITED TO THE AMOUNT OF SERVICES FEES PAID BY CLIENT FOR THE SERVICES FROM WHICH THE CLAIM AROSE. IN NO EVENT SHALL INTISTA BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST DATA OR LOST PROFITS, HOWEVER ARISING, EVEN

IF INTISTA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN.

#### 4 Training Availability

Training content will be substantially in line with the relevant training description set in Client's Order.

Intista reserves the right to withdraw or re-schedule training at any time prior to the training start date without any liability to the Client. If Intista is aware of a need to reschedule, then they will make a reasonable effort to notify the Client at least one week in advance.

##### 4.1 Online Training Availability

All reasonable efforts will be made to provide Online Training at all times.

The Client is responsible for providing technology, infrastructure and facility access (if applicable) to the training.

Intista shall not be held responsible for unavailability of Online Training, unless they are the cause of disconnection and are negligent in addressing issue(s) that they have caused.

##### 4.2 Online Training Participants

Clients may not share login access to Online Training: one login is permitted per person. Logins may not be transferred upon a student's completion of training.

If an organization has purchased a company-wide license, logins are issued by an employee who is nominated as a Group Administrator. Group Administrators must issue one login per employee and cannot re-allocate a training login, without agreement from Intista.

Intista reserves the right to exclude training participants who are deemed to be using a login that was previously issued to another person. Similarly, Intista reserves the right to withdraw a company-wide license if there is substantial abuse in the practice of issuing training logins by a Group Administrator.

Intista does not allow Clients to have non-training participants "audit" any training content.

##### 4.3 Remote Training and Remote Consulting Availability

Intista shall provide the connectivity service (for example video conference or phone conference call), for Remote Training and/or Remote Consulting.

The Client is responsible for providing and testing access to the connectivity service. Intista shall not be held responsible for Clients' inability to connect to services, unless Intista are the cause of disconnection and are negligent in addressing issue(s) that they have caused.

Clients should attend services no later than 20 minutes before the scheduled start of training on the first day.

A "day" of training is not more than 6 hours of instruction with at least a one-hour breakfast or lunch. Breaks will be included so that training will not be continuous for more than 1.5 hours, unless agreed upon by the attendees, or as specified in the Order.

Remote Training dates must be confirmed two or more weeks in advance of the start date.

Remote Consulting must be confirmed 24 hours or more in advance of the start date and time.

All confirmed training registrations will be subject to the cancellation and postponement policies as detailed in this agreement in “Termination or Cancellation” and “Postponement of Scheduled Services”.

#### 4.4 Classroom Training and In-Person Consulting Availability

Classroom Training and In-Person Consulting shall be provided at the location set forth in Client’s Order (the “Location”). If no location is specified in the Order, the training will be provided at a location to be determined and confirmed in writing with the Client.

The Client is responsible for testing all necessary facilities and systems prior to the scheduled training to enable Intista to provide the service.

Clients should arrive at the Location no later than 15 minutes prior to the start of the service.

A “day” of training is not more than 6 hours of instruction with at least a one-hour breakfast or lunch. Breaks will be included so that training will not be continuous for more than 1.5 hours, unless agreed upon by the attendees, or as specified in the Order.

Classroom Training dates must be confirmed two or more weeks in advance of the training date.

In-Person Consulting dates must be confirmed five (5) or more business days in advance of the start date.

All confirmed registrations will be subject to the cancellation and postponement policies as detailed in this agreement in “Termination or Cancellation” and “Postponement of Scheduled Services”.

Intista shall provide printed versions of the training content to attending fully-paid students of Classroom Training.

#### 4.5 Classroom, In-Person and Remote Service Participants

Remote Training and Classroom Training is limited to eight (8) Client participants.

Remote Consulting and In-Person Consulting is limited to five (5) Client participants.

Client may substitute training participants by giving 24 hours written notice to Intista prior to the start of the scheduled service (Remote Training, Remote Consulting, Classroom Training or In-Person Consulting).

Intista reserves the right to exclude participants from attendance who are, in their reasonable opinion, causing disruption to such service. In the event of such exclusion no refund of any associated fees will be made.

Intista does not allow Clients to have additional participants “audit” any training content.

Client agrees to pay for any and all participants that attend services, including last-minute participants and drop-ins.

## 5 Client Duties

Client may not resell, transfer, or duplicate in any way without written permission, Intista training or training access logins.

### 5.1 Training Payment

All training must be fully paid in advance of the training being provided, including any applicable taxes.

Online Training payment may be provided via eCommerce or invoice (and completion of payment) on the Intista website.

Online Training, Remote Training and Classroom Training may be purchased via use of an invoice and purchase order. The entire amount invoiced plus any applicable taxes is due in full no later than 30 days from the date of the issued invoice.

### 5.2 Classroom Learning and In-Person Consulting Duties

Client shall provide necessary access to Client's facilities during normal business hours and otherwise as reasonably requested by Intista, in order to facilitate Intista's performance of the Services outlined in each Order.

Client shall not contract for related services with any current or former Intista employee(s) or subcontractor(s) for a period of six (6) months from the date that his/her subcontracting agreement or employment relationship with Intista terminated.

Failure to comply with these requirements may, at Intista's sole discretion, result in

- (i) removal of all existing consultant resources from Client sites and/or
- (ii) the immediate termination of this Agreement and Intista's obligation to provide any further Services

### 5.3 Copyright

Client acknowledges that the training materials content and documentation, provided by Intista, including the original and any copies thereof, in whole or in part, and all trade secrets, copyrights, patent and other intellectual and proprietary rights therein, are and remain the valuable property of Intista or its third-party licensors.

Written consent is required before this content can be copied or transferred.

### 5.4 Health and Safety

Client must comply with local and national health and safety rules, regulations, and any other reasonable security requirements, in which the students and instructors are located at the time of the engagement.

## 6 Purchase Order Fees, Expenses, & Payment

Unless otherwise set forth in the Order, for all Services performed under any Order(s) and/or any other request for Services that references this Agreement, Client shall:

- (i) pay Intista in accordance with each Order
- (ii) reimburse Intista for all reasonable and necessary travel and living expenses incurred performing such Services, provided that such expenses are incurred pursuant to an applicable Order or other request for Services by Client
- (iii) pay Intista net 30 days from the date of each invoice. All payments made pursuant to this Agreement are non-refundable. Unless Client provides a valid tax exemption or direct pay certificate upon execution of this Agreement, Client is responsible for all taxes, duties, and fees

which may be assessed on the amounts paid for Services performed hereunder, excluding taxes based on Intista's income or payroll

- (iv) not hold Intista liable for costs incurred as a result of unauthorized payments

Intista reserves the right to invoice Client the lesser of eight percent (8%) annual interest or the highest interest rate allowable under applicable laws for any outstanding, undisputed invoice not timely paid.

Intista invoices shall describe the following:

- (i) the time period for which Services and expenses are billed
- (ii) the Services to be or which were performed
- (iii) the hourly rates charged, if applicable
- (iv) travel and living expenses by type and amount
- (v) totals

## 7 Confidential Information & Proprietary Right

### 7.1 Definition

The term "Confidential Information" shall mean:

- (i) any and all information which is disclosed by either party ("Owner") to the other ("Recipient") verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary at the time of disclosure
- (ii) the terms, including without limitation, price and pricing of Intista's Services and any proposals or other documents that preceded this Agreement.

Confidential Information also includes, without limitation, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, client lists, employee information, and financial information.

In addition, Confidential Information may include information concerning any of Owner's past, current, or possible future products or methods, including information about Owner's plans for mergers, acquisitions, divestitures and similar, research, development, engineering, purchasing, manufacturing, accounting, marketing, selling, leasing, and information technology deployment (including third party software).

### 7.2 Treatment of Confidential Information

Owner's Confidential Information shall be treated as strictly confidential by Intista and shall not be disclosed by Intista to any third party except to those third parties operating under non-disclosure provisions no less restrictive than the terms herein this Section and who have a justified business "need to know".

Client shall protect the deliverables resulting from Services with the same degree of care.

This Agreement imposes no obligation upon the parties with respect to Confidential Information which either party can establish by legally sufficient evidence that:

- (i) was in the possession of, or was rightfully known by Intista without an obligation to maintain its confidentiality prior to receipt from Owner
- (ii) is or becomes generally known to the public without violation of this Agreement

- (iii) is obtained by Intista in good faith from a third party having the right to disclose it without an obligation of confidentiality
- (iv) is independently developed by Intista without the participation of individuals who have had access to the Confidential Information
- (v) is required to be disclosed by court order or applicable law, provided notice is promptly given to the Owner and provided further that diligent efforts are undertaken to limit disclosure

### 7.3 Rights and Duties

The Recipient shall not obtain, by virtue of this Agreement, any rights, title, or interest in any Confidential Information of the Owner.

### 7.4 Proprietary Information

Ownership of all copyright and other intellectual property rights in any training course material or other documentation, technical information, and know-how (together “Intista Proprietary Information”) provided to training participants or otherwise to Client remains vested in Intista.

Client acknowledges that the Intista Proprietary Information is confidential and proprietary to and constitutes valuable trade secrets of Intista and that Client shall not obtain any intellectual property or other ownership rights whatsoever in any Intista Proprietary Information.

All Intista Proprietary Information shall be held in confidence and not disclosed, copied, or provided to third parties.

Subject to the restrictions set forth herein, a training participant may use training course material to carry out his duties for the Client, but neither the training course material nor any Intista Proprietary Information may be copied or used by any other person, including other employees or sub-contractors working for the Client or to provide training to any other person, including other employees or sub-contractors working for the Client.

### 7.5 Survivability

The terms of this Section “Confidential Information & Proprietary Right” shall survive termination of this Agreement. If the Parties have executed a separate agreement that contains confidentiality terms prior to or contemporaneously with this Agreement, those separate confidentiality terms shall remain in full force to the extent that they do not conflict with any terms contained herein.

## 8 Indemnity

Each party (“Indemnifying Party”) shall indemnify and hold the other party (“Indemnified Party”) harmless against any third-party claim, including damages, liabilities, losses, costs, expenses and reasonable attorney’s fees, in which the Indemnified Party is named as a result of the negligent acts and omissions, or failure to act by the Indemnifying Party, its employees or agents, which arise out of Intista’s performance of its professional services under this agreement.

This indemnification obligation is contingent upon the Indemnified Party providing the Indemnifying Party with prompt written notice of such claim, information, all reasonable assistance in the defense of such action, and sole authority to defend or settle such claim. The terms of this Section “Indemnity” shall survive termination of this Agreement.

## 9 Warranties and Representations

Each party warrants that it has the right and power to enter into this Agreement, and that an authorized representative has executed this Agreement. Intista warrants that the Services will be performed in a professional and workmanlike manner in accordance with recognized industry standards. To the extent Services provided by Intista are advisory, no specific result is assured or guaranteed.

INTISTA EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (BY ANY TERRITORY OR JURISDICTION) TO THE EXTENT PERMITTED BY LAW, AND FURTHER INTISTA EXPRESSLY EXCLUDES ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY TO THE EXTENT PERMITTED BY LAW.

## 10 Rights to Work Product

Any expression or result of Intista's Services, or the work, findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, tools, applications, interfaces, enhancements, software, and other technical information (collectively "Work Product") created by Intista while performing the services hereunder are the property of Intista.

Except for Client's Confidential Information, Client shall have no right to sublicense, transfer, assign, convey, or permit any third party to use or copy any Work Product.

## 11 Independent Contractor Status

Intista performs this Agreement as an independent contractor, not as an employee of Client. Nothing in this Agreement is intended to construe the existence of a partnership, joint venture, or agency relationship between Client and Intista.

## 12 Notice

All notices or other communications referenced under this Agreement shall be made in writing and sent to the address designated in the specific Order or as designated from time to time in writing by the Parties.

All notices shall be deemed given to the other party if delivered receipt confirmed using one of the following methods: registered or certified first-class mail, postage prepaid; recognized courier delivery; or electronic mail with read receipt requested.

## 13 Termination or Cancellation

Unless otherwise agreed to, either party may terminate this Agreement or any Order at any time by giving the other party written notice of termination.

If this Agreement or an Order is terminated by the Client,

- (i) Intista will not, under any circumstance refund any monies paid for Online Training
- (ii) For Remote Training or Remote Consulting
  - a. Any nonrefundable incurred expenses will be assessed if Client terminates training or consulting service (hereafter the "Scheduled Service") at least five (5) business days or more before the start of the Scheduled Service

- b. If Client terminates Agreement less than five (5) business days before the start of any Scheduled Service, all expenses incurred, plus a termination fee equal to 25% of the total amount contracted for the service under the applicable Order may be assessed
- (iii) For Classroom Training or In-Person Consulting
- a. If Client terminates Agreement more than ten (10) business days before the start of the Scheduled Service, all nonrefundable expenses incurred, plus a termination fee equal to 25% of the total amount contracted for the service under the applicable Order may be assessed
  - b. If Client provides less than ten (10) business days advance notice of an Order termination for Scheduled Service, the termination fee payable shall be equal to 100% of the scheduled service fee, plus any incurred nonrefundable expenses

Intista reserves the right to pursue accord and satisfaction separately for cancellation of Agreement, due to any form of breach of this Agreement.

Revocation of Agreement by mutual cancellation will incur no termination fees, but Client may be assessed for nonrefundable expenses incurred.

#### 14 Postponement of Scheduled Services

Unless otherwise agreed to, either party may postpone Scheduled Services under this Agreement or any Order at any time by giving the other party written notice of postponement.

If Scheduled Service is postponed by the Client,

- (i) Online Training is not applicable to postponement, as services are not scheduled
- (ii) For Remote Training or Remote Consulting
  - a. No penalty will be assessed if Client postpones a Scheduled Service at least five (5) business days or more before the start of the Scheduled Service
  - b. If Client postpones a Scheduled Service less than five (5) business days before the start of the Scheduled Service, a penalty up to 25% of the scheduled service fee may be assessed
- (iii) For Classroom Training or In-Person Consulting
  - a. Any incurred non-refundable expenses will be reimbursed
  - b. No further penalty will be assessed if Client postpones a Scheduled Service at least ten (10) business days or more before the start of the Scheduled Service
  - c. If Client postpones a Scheduled Service less than ten (10) business days before the start of the Scheduled Service, a penalty up to 25% of the service fee may be assessed

Scheduled services can be postponed up to two times. Further delays will be considered a cancellation, applying the policies as described in Termination or Cancellation.

#### 15 Waiver

No modification to this Agreement nor any failure or delay in enforcing any term, exercising any option, or requiring performance shall be binding or construed as a waiver unless agreed to in writing by both parties.



## 16 Force Majeure

Neither party shall be liable for any failure to perform its obligations under this Agreement or any Order if prevented from doing so by a cause or causes beyond its control, including without limitation, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, earthquakes, riots, strikes, war, pandemics, and restraints of government.

## 17 Separate Agreements

Client shall not withhold payments that are due and payable under this Agreement because of the status of any other Orders with Intista.

## 18 Disputes

In the event of any controversy or claim arising out of or relating to these Terms & Conditions, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If the parties do not reach settlement within a period of 60 days, any unresolved controversy or claim arising out of or relating to these Terms & Conditions shall proceed to binding arbitration under the Rules of Arbitration of the International Chamber of Commerce.

The parties shall seek to mutually appoint an arbitrator. If the parties cannot agree on a single arbitrator, then there shall be three (3) arbitrators: one selected by each party, and a third selected by the first two.

Arbitration will take place in the state of Florida, USA. All negotiations and arbitration proceedings pursuant to this Section will be confidential and treated as compromise and settlement negotiations for purposes of all similar rules and codes of evidence of applicable legislation and jurisdictions.

The language of the arbitration shall be English.

## 19 Governing Law

These Terms and Conditions are governed by and construed in accordance with the laws of the State of Florida, USA without recourse to choice of law statutes or principles that would otherwise result in the application of the law of any other jurisdiction to these Terms and Conditions, regardless of its place of execution or performance. The United Nations Convention on Contracts for the international sale of goods will not apply to these Terms and Conditions.

If any provision of this Agreement is held to be unenforceable, the other provisions shall nevertheless remain in full force and effect.

This Agreement and the Order(s) constitute the entire understanding between the Parties with respect to the subject matter herein and may only be amended or modified by a writing signed by a duly authorized representative of each party.

This Agreement may be executed by facsimile. This Agreement replaces and supersedes any prior verbal or written understandings, communications, and representations between the Parties regarding the subject matter contained herein.