



PEAK INDICATORS LTD PUBLIC TRAINING COURSES TERMS & POLICIES

Definitions: “You” and “your” refers to the individual or entity that has ordered from Peak Indicators Ltd or an authorised distributor the Peak Indicators Ltd products and/or services specified in your order. The term “products” refers to the software programs and other products owned or distributed by Peak Indicators Ltd which you have ordered, including program documentation. The term “services” refers to the education services which you have ordered. A “named user” is an individual authorised by you to use the products which are installed on a single server, regardless of whether the individual is actively using the product at any given time, and is not transferable.

Applicability: This agreement is valid for and governs the order pursuant to which you are accepting these legal terms and policies.

Ordering/Registration Options: Peak Indicators Ltd accepts customer orders for their training courses via the web site at www.peakindicators.com.

Payment Options: Payment can be made via a purchase order with payment prior to course start date, paypal or by credit or debit card.

Enrolment Confirmation Process: Enrolments for courses are not confirmed until complete payment information is received per the directions in the registration process. Peak Indicators will send you an Enrolment Confirmation email once the process is complete. Travel information, including hotels and maps to training locations, are available on the Peak Indicators web site.

Product Orders and Shipment: Once you place an order, the orders will only be cancelled and refunded as per the **Refunds and Cancellations Agreement**

Course Waitlists: Peak Indicators Ltd accepts participant requests for registration into full course. If space becomes available, participants will be placed into the class and notified. Participants will have 3 days to cancel; thereafter our regular cancellation policy will apply as applicable.

Fees, Taxes and Invoices: All fees payable to Peak Indicators Ltd are due per the terms stated in your order. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Peak Indicators Ltd must pay based on the products and/or services you ordered, except for taxes based on Peak Indicators Ltd’s income. You will be charged using the current pricing in effect at the time of your confirmed order placement.

Pricing is only guaranteed if you have a written quote from Peak Indicators Ltd. For orders placed against a quote from Peak Indicators Ltd, you must accept the quote and provide a valid commitment to pay within the quote validity period.

For Peak Indicators course full payment is required prior to class attendance.

Class Cancellation/Rescheduling Policy: Peak Indicators Ltd may cancel or reschedule a class at its discretion, and if it does, will use reasonable efforts to notify you at least one week in advance. You will not be charged for the Peak Indicators Ltd cancellation or rescheduling.

Peak Indicators Ltd is not liable for travel or accommodation costs incurred by students in the event that Peak Indicators cancels or reschedules an event.

Please notify us as soon as possible of any changes in your scheduled training. Cancel and reschedule requests must be received by Peak Indicators Ltd in email or in writing.

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Refunds and Cancellations Agreement

If you...	Peak Indicators Ltd will assess...
cancel or reschedule your registration 15 or more calendar days before the scheduled start date of the class	No charge
reschedule your registration 8-14 calendar days prior to the class start date	No charge
cancel your registration 8 - 14 calendar days prior to the class start date	33% of the class fee
cancel or reschedule your registration 1 – 7 calendar days before the scheduled start date of the class	50% of the class fee
do not show up for the event; or cancel on the day of the event	100% of the class fee

Course Materials: Reproduction or distribution to a third party of Course Materials is strictly prohibited. .

International Course Registrations: Students are responsible for ensuring they have all correct travel documentation (e.g., Visas) in place prior to confirming their attendance for an Peak Indicators Ltd course.

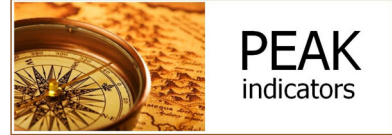
Course Classroom Environment: Participants are requested to sign in 30 minutes before the start of class on the first day. Business casual attire is appropriate. Course materials and equipment are provided by Peak Indicators Ltd and/ or the appropriate training partner.

Rights Granted: Upon Peak Indicators Ltd’s acceptance of your order, you have the limited right to use the products and receive any services you ordered solely for your internal business operations. Any materials that Peak Indicators Ltd provides to you in a class may be used solely by the students participating in that class for the purpose of taking the class.

Ownership and Restrictions: Peak Indicators Ltd or the appropriate assigned training partner retains all ownership and intellectual property rights to the products and anything developed by Peak Indicators Ltd and delivered to you under your order resulting from the services. You may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

You may not remove or modify any program markings or any notice of Peak Indicators Ltd proprietary rights; make the products or materials resulting from the services available in any manner to any third party for use in the third party’s business operations (unless such access is expressly permitted for the specific program license or materials from the services you have acquired); cause or permit reverse engineering (unless required by law for interoperability),

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disassembly or decompilation of the products; disclose results of any program benchmark tests without Peak Indicators Ltd prior written consent; or disclose any materials that Peak Indicators Ltd provides to you in a class for a period of three years from the date of disclosure.

Warranty: THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS". TO THE EXTENT PERMITTED BY LAW, PEAK INDICATORS LTD DISCLAIMS ALL WARRANTIES, TERMS OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability: NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT THE LIABILITY OF EITHER PARTY FOR PERSONAL INJURY OR DEATH CAUSED BY ITS NEGLIGENCE, OR EITHER PARTY'S LIABILITY IN THE TORT OF DECEIT. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL FEES PAID UNDER YOUR ORDER.

Privacy: Peak Indicators Ltd's and/ or the appropriate assigned training partner may collect certain information from you in connection with your registration for, and Peak Indicators Ltd provision of, certain products and services.

Other: You agree that this agreement and the information which is incorporated into this agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, are the complete agreement for the products and/or services ordered by you, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such products and/or services. Nothing in this agreement excludes or limits either party's liability for deceit or fraudulent misrepresentation. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. It is expressly agreed that the terms of this agreement and any Peak Indicators Ltd ordering document shall supersede the terms in any purchase order or other non-Peak Indicators Ltd ordering document and no terms included in any such purchase order or other non-Peak Indicators Ltd ordering document shall apply to the products and/or services ordered.

This agreement and ordering documents may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Peak Indicators Ltd by authorised representatives of you and of Peak Indicators Ltd . Any notice required under this agreement shall be provided to the other party in writing.

This agreement is governed by the substantive and procedural laws of The United Kingdom and you and Peak Indicators Ltd agree to submit to the exclusive jurisdiction of, and venue in, the courts in The United Kingdom in any dispute arising out of or relating to this agreement.

You agree to the following, and in the event any of your employees register to take an Peak Indicators Ltd class under your order, you will inform them that they will be required to agree to the following in order to participate in the class:

"In consideration for being granted access to the Peak Indicators Ltd class location (the "Premises"), you hereby waive any and all claims against Peak Indicators Ltd and the owners of the Premises (if Peak Indicators Ltd is not the owner), and their officers, directors, employees and agents (the "Released Parties") for loss, theft, destruction or damage to any property, including



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without limitation the business or personal property of your or your employees, agents, guests, invitees or representatives, in, on, or about the Premises, and for injuries to you or your employees, agents, guests, invitees or representatives, in, on, or about the Premises. The Released Parties shall bear no responsibility for the safety of your or your employees, agents, guests, invitees or representatives or their business or personal property while in, on, or about the Premises. This paragraph does not exclude or limit the Released Parties' gross negligence or intentional misconduct"

Please contact Peak Indicators Limited if you would like further information regarding these terms and conditions:

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