

General Terms & Conditions for Training Services

baramundi software USA, Inc. having a business address at 30 Speen Street, Framingham, MA

1. General Provisions

(1) These terms and conditions for training services (these “**Terms & Conditions**”) are the only terms that govern the provision of the training services as set forth herein (collectively, the “**Training Services**”) by baramundi software USA, Inc. (“**baramundi**”) to customer (“**Customer**”). If Customer is agreeing to these Terms & Conditions not as an individual but on behalf of a company or other legal entity then, “Customer” or “you” or “your” shall refer to such entity and its affiliates, and Customer represents that it has the authority to bind such entity and its affiliates to these Terms & Conditions and Customer is binding the company to these Terms & Conditions. baramundi and Customer shall each be referred to as a “Party” and together as the “Parties” in this Agreement. Any quote, registration form, Order (as defined below), Order Confirmation (as further defined below) and these Terms & Conditions (collectively, this “**Agreement**”) comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Order Confirmation, these Terms & Conditions shall govern, unless the Order Confirmation expressly states that the terms and conditions of the Order Confirmation shall control.

(2) These Terms & Conditions prevail over any of Customer’s general terms and conditions regardless of whether or when Customer has submitted its request for proposal, order, or such terms. The rendering of Training Services to Customer does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend these Terms & Conditions, unless the Parties expressly agree otherwise. baramundi reserves the right to review and update these Terms & Conditions periodically at its sole discretion.

2. Booking/Execution of Agreement

This final and binding Agreement is executed once the Customer places the order (the “**Order**”) for a certain type of Training Service (as defined herein) with baramundi through baramundi’s website (<https://sweapevent.com/baramundi-insider>) by clicking the „register now” button in baramundi’s

registration form and baramundi confirms acceptance of the Order in writing or once baramundi provides the Training Services, whichever occurs first (“**Order Confirmation**”). Unless agreed otherwise in writing between the Parties, baramundi may accept the Order placed by the Customer within one (1) week of receipt of the Order. The Parties must enter into separate agreements in connection with other types of services offered by baramundi (e.g. software services, software maintenance services).

3. Types of Training Courses (Classroom Training, Virtual (online) Classroom Training, E-Learning or Blended Learning)

(1) baramundi shall provide the applicable Training Services in accordance with these Terms & Conditions:

i. A classroom training with the physical presence of the Customer in a baramundi training center. Virtual (online) classroom training is a training service in a digital training environment, whereby the digital options enable the training to be carried out in the same way as a classroom training. All trainings may be provided by a third-party provider (e.g. through Avendoo, Microsoft Teams).

ii. With e-learning, the training service is offered through a training platform provided by a third party. The Customer carries out the training on the third-party platform based on an e-learning concept which has been independently created by baramundi.

iii. Blended learning is the combination of different learning methods and media, for example classroom training and e-learning. Blended learning is also the combination of formal and informal learning enhanced through print media with digital content such as 2D-codes.

iv. The Customer may review the Service Training dates, details and summary of the booked Training Services selection online through the baramundi booking portal (<https://sweapevent.com/baramundi-insider>).

v. baramundi shall use reasonable efforts to meet any performance dates specified in the

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Order Confirmation, and any such dates shall be estimates only. Time shall not be of the essence.

(2) Pursuant to the Order Confirmation, baramundi shall carry out the applicable Training Services, provide training materials including any updates or modifications to the Training Service Materials (as defined below), monitor the Customer's training success, and give the Customer all instructions and guidelines required in connection with the agreed upon Training Services. Unless the Parties agree otherwise, baramundi may choose to provide the Training Services through its employees or professional subcontractors in its sole discretion which shall be suitably skilled, experienced and qualified to perform the Training Services. The Customer may provide a reasonable written request to baramundi for a specific trainer. baramundi will use its reasonably best efforts to assist the Customer with a preferred baramundi trainer if such trainer is available and to maintain that trainer throughout the course of the Training Services. baramundi, however, shall not be obligated to provide the specific trainer, as requested by the Customer.

(3) Unless explicitly agreed upon between the Parties, the Customer's travel and hotel accommodation expenses shall not be included in any price quotation by baramundi. In the case of classroom training, drinks and snacks will be available during the in-person training.

(4) Unless otherwise separately agreed on by the Parties, the Training Services fee for the respective training which has been booked shall include access to baramundi's learning environment, the respective Training Service Materials (as defined herein) and the participation in the training event.

4. Training Materials

baramundi reserves all copyright and Intellectual Property Rights (as defined herein) to the training materials, and any software used and to all other related information conveyed during the Training Services, whether written or oral (the "Training Service Materials"). The Customer is prohibited from copying, duplicating, selling, conveying, distributing, making publicly accessible or otherwise transferring the Training Service Materials beyond any Authorized Users without baramundi's

prior written consent. The Customer shall further not without baramundi's prior written consent (i) use baramundi's trademarks, trade names, or other designations in any promotion or publication; or (ii) use recording equipment in training sessions. "Authorized Users" shall be the Customer's employees and agents.

5. Customer's Obligations

(1) It is the Customer's obligation to:

- i. Cooperate with baramundi in all matters relating to the Training Services;
- ii. respond promptly to any request of baramundi to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for baramundi to perform Services in accordance with the requirements of this Agreement;
- iii. provide such Customer materials or information as baramundi may request and Customer considers reasonably necessary to carry out the Training Services in a timely manner and ensure that such Customer materials or information are complete and accurate in all material respects;
- iv. to ensure that the technical requirements for the use of the Training Services are met, particularly regarding the hardware and software used, the Customer's connection to the Internet and current browser software. The Customer is also responsible for regular data backups and the use of up-to-date virus protection software. baramundi is not liable for virus damage that could have been prevented by using appropriate software;
- v. comply with all applicable Federal and State data protection laws;
- vi. to protect log-ins as well as corresponding identification and authentication mechanisms from access by unauthorized third parties

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- and not grant any such third parties any access;
 - vii. not infringe the rights of third parties, in particular copyrights and ancillary copyrights, trademark rights, patent rights, utility model and design rights and other intellectual property rights as well as any privacy rights, including image and name rights (“**Third-Party Rights**”);
 - viii. respect the privacy of others, e.g. to not spread defamatory, threatening, violence glorifying, harassing, damaging, racist or otherwise reprehensible content;
 - ix. to not run any applications that can lead to a change in the physical or logical structure of the networks, such as virus; and
 - x. to not use the infrastructure made available to the Customer for unauthorized advertising purposes, particularly for the unsolicited transmission of any marketing and advertisement by email.
- (2) If any digital storage space is made available to the Customer, the Customer may not store any illegal, pornographic, unconstitutional or harmful content, content that violates any laws, rules or regulations, or content that violates any Third-Party Rights.
- (3) If the Customer becomes aware of misuse of his log-in data or the identification and authentication mechanism, it must inform baramundi immediately. In the event of misuse, baramundi is entitled to block access to its Training Services. The blocked access can only be reversed by a written request from the Customer. The Customer is liable for any misuse for which it is held responsible.

6. Customer’s Acts or Omissions If baramundi’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, baramundi shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

7. Blocking Access

(1) baramundi reserves the right to delete information from servers and block the Customer’s user accounts if any of these Terms & Conditions are violated. In the event of a violation of applicable laws, baramundi is entitled to forward the relevant information to the responsible government agencies.

(2) baramundi reserves the right to temporarily block the Customer’s access to the agreed Training Services in whole or in part if and insofar as the Customer uses these Training Services unlawfully or violates the obligations anchored in these Terms & Conditions.

8. Confirmation of Participation

baramundi will issue participation certificates to the Customer confirming participation in the Training Service courses. The recognition of participation in specialist training courses for certain professions remains, however, at the sole discretion of the respective chambers, agencies, or authorities.

9. Training Course; Safety and House Rules; Exclusion from Training

(1) An undisturbed course of training is important to baramundi and all Customers must take part in the trainings without any disturbances. Cell phones must be switched off or muted during the training.

(2) The Customer is obligated to comply with the safety and house rules while in the training rooms of baramundi. In the event of non-compliance or sustained disruption of any training,

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baramundi is entitled to exclude such disruptive Customer.

10. Remuneration

(1) All prices quoted by baramundi are binding. All price quotations are EXW (per Incoterm® 2020) from baramundi's business address at 30 Speen Street, Framingham, MA or as otherwise solely determined by baramundi and do not include costs for insurance, taxes, any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity, if any. Prices in catalogues and brochures in connection with any Training Services are not binding unless confirmed in writing by baramundi in an Order Confirmation.

(2) Unless otherwise agreed to in writing by baramundi separate invoices issued by baramundi are due and payable by the Customer on baramundi's invoice date. The Customer shall make payments by check, wire transfer or as agreed by the parties otherwise in U.S. dollars to the account indicated on the invoice without a cash discount or offset and baramundi shall not be required to incur any expense to receive timely payment in full as required by this Agreement. Payments by check shall be subject to collection and shall be received by baramundi. In the event of returned checks, baramundi shall be entitled to charge a \$25 processing fee.

(3) Unless otherwise agreed between the Parties, the Customer shall pay the total price for the Training Services within fourteen (14) days of receiving the Order Confirmation by e-mail or from the invoice date. Upon expiration of such fourteen (14) days, the Customer shall be deemed to be in default. The Customer must recognize the agreed payment methods. If the Customer fails to make payment on or before the date required, the Customer shall pay interest to baramundi at the rate of one point five (1.5%) percent per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. The specification or charging of interest shall not be deemed an agreement to extend credit. The Customer shall reimburse baramundi for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under

these Terms & Conditions or at law (which baramundi does not waive by the exercise of any rights hereunder), baramundi shall be entitled to temporarily block and suspend access to all or some of the agreed Training Services if Customer fails to pay any amounts when due hereunder. baramundi shall inform the Customer of such temporary blocking by e-mail without delay.

(4) baramundi shall be entitled to provide partial delivery of the Training Services, where partial delivery is reasonable for the Customer in the sole discretion of baramundi. The Customer shall not incur any additional costs as a result.

(5) If the Customer fails to observe these Terms and Conditions or the terms of any other agreements between baramundi and the Customer, or if the Customer becomes insolvent, all balances then due and owing to baramundi shall become due immediately, notwithstanding any agreed upon payment periods. Any Orders that have been confirmed by baramundi but not yet filled shall in such cases become cancelable at the sole discretion of baramundi.

(6) The Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with baramundi whether relating to baramundi's breach, bankruptcy, or otherwise.

11. Limitation of Liability

(1) baramundi does not accept responsibility for anyone acting as a result of information in, or views expressed on, its training courses including course materials. Opinions expressed are those of individual trainers and not necessarily those of baramundi.

(2) IN NO EVENT SHALL BARAMUNDI BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOSS OF USE, LOST PROFITS OR REVENUES, LOSS OF DATA OR DIMINUTION IN VALUE, ARISING OUT OF, RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A)

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WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT TRAINING PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

(3) IN NO EVENT SHALL BARAMUNDI'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT (INCLUDING BREACH OF WARRANTY), TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED ONE (1) TIME THE TOTAL OF THE AMOUNTS PAID TO BARAMUNDI FOR THE TRAINING SERVICES SOLD HEREUNDER.

(4) The limitation of liability set forth in Section 11 above shall not apply to (i) liability resulting from baramundi's gross negligence or willful misconduct and (ii) death or bodily injury resulting from baramundi's negligent acts or omissions.

12. Warranty and Disclaimer

(1) baramundi represents and warrants to the Customer that it shall perform the Training Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. The Training Services will be performed as described in the individual class agendas, as set forth on the baramundi website. baramundi shall provide such trainers to present the training course as it, in its sole discretion, deems fit and baramundi shall be entitled at any time to substitute any trainer with any other person who, in baramundi's sole discretion, it deems suitably qualified to present the relevant course.

(2) baramundi does not warrant that the provision of any content online will always be available or be uninterrupted, timely or error free, that defects will be corrected or that such content is

secure or free from bugs, viruses, errors and omissions.

(3) baramundi further neither warrants the achievement of a specific personal or economic success of the Customer.

(4) THE CUSTOMER USES THE TRAINING SERVICES/TRAINING PLATFORM AT IS OWN SOLE RISK. BARAMUNDI MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE TRAINING SERVICES/PLATFORM, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) ACCURACY, (C) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (D) WARRANTY OF TITLE; OR (E) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. BARAMUNDI DOES NOT WARRANT THAT THE TRAINING SERVICES WILL PROVIDE CONTINUOUS, PROMPT, SECURE, OR ERROR-FREE SERVICE. BARAMUNDI ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS, INCLUDING ANY INACCURACY OF CONTENT, OR FOR ANY DAMAGES OR LOSSES THAT THE CUSTOMER OR A THIRD-PARTY MAY INCUR DUE TO THE UNAVAILABILITY OF THE TRAINING SERVICES/PLATFORM. BARAMUNDI FURTHER ASSUMES NO RESPONSIBILITY FOR ANY DAMAGES TO, OR VIRUSES THAT MAY AFFECT THE CUSTOMER'S COMPUTER EQUIPMENT OR OTHER PROPERTY ARISING FROM THE CUSTOMER'S USE OF THE TRAINING SERVICES/TRAINING PLATFORM.

13. Indemnification

The Customer shall defend, indemnify and hold baramundi and its shareholders, and their respective board members, agents, representatives, employees, officers, related companies, successors and assigns (each, an "**Indemnified Party**") harmless from and against all claims, costs, expensed, demands, actions, damages, and liabilities (including attorney's fees, court costs and consequential and incidental

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damages) (“**Losses**”), incurred or sustained by an Indemnified Party, resulting from, arising out of or relating to: (i) any injury (including death) to any person or damage to any property in any way connected with any act or omission of the Customer, its agents, or employees, (ii) of loss or damage resulting from the misuse, alteration or modification of any Training Service Materials, (iii) any violation of any Third-Party Rights, or (iv) any breach of any terms of this Agreement by the Customer.

14. Ownership and Intellectual Property

Rights

All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, “**Intellectual Property Rights**”) rights in all Training Materials available, including the design, graphics and text of all printed materials and the audio of all webinars and podcasts, and all documents, work product, and other materials that are delivered to the Customer under this Agreement or prepared by or on behalf of baramundi in the course of performing the Training Services are owned by baramundi (the “**Deliverables**”). baramundi hereby grants the Customer a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable the Customer to make reasonable use of the Deliverables and the Training Services. No Deliverables may be copied, reproduced, uploaded, posted, displayed or linked to in any way, in whole or in part, without baramundi’s prior permission. Any such use is strictly prohibited and will constitute an infringement of baramundi’s Intellectual Property Rights.

15. Cancellation

- (1) All Orders are binding and the Customer shall not be able to revoke any confirmed Orders.
- (2) If the Customer is prevented from participating in a training course, the Customer may nevertheless terminate this Agreement free of

charge up to four (4) weeks before the training is due to commence. In the event of termination by the Customer less than four (4) weeks and up to the 14th calendar day before the training is due to commence, twenty-five percent (25%) of the training fee shall be charged as a cancellation fee and only the remaining amount shall be reimbursed by baramundi without delay. In the event of termination by the Customer within a period that is less than the 14th calendar day up to seventy-two (72) hours before the training is due to commence, fifty percent (50%) of the training fee shall be charged by baramundi as a cancellation fee and the remaining amount shall be reimbursed by baramundi without delay. In the event of termination by the Customer that is, however, less than seventy-two (72) hours before the training is due to commence or if the Customer fails to appear, the full training fee shall be owed to baramundi.

- (3) Up to and including the third calendar day prior to the training or the agreed date of the Training Service, the Customer may either transfer its booked Training Services to a replacement customer who must be named by the Customer in writing and approved prior to the course by baramundi in writing, or the Customer may request baramundi to rebook its course.
- (4) All terminations or proposed replacement customers must be made in writing by e-mail to requestusa@baramundi.com.

16. Privacy Laws; Cookies. baramundi will comply with all applicable Federal and State privacy laws. The Customer understands that so-called functional cookies are required for the proper functioning of the training platform. Without these

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functional cookies, the training platform does not offer full performance.

17. Confidentiality

Except as otherwise set forth in these Terms & Conditions, each Party may disclose to the other party certain confidential information under these Terms & Conditions. Each Party agrees that all code, inventions, know-how, business, technical and financial information or any information specifically designated as confidential or that could be understood to be confidential or proprietary by a reasonable person disclosed to such Party (“**Receiving Party**”) by the disclosing Party (“**Disclosing Party**”) constitute the confidential property of the Disclosing Party (“**Confidential Information**”). Any baramundi technology, any commercial terms (including pricing) of these Terms & Conditions and any performance information relating to the products shall be deemed Confidential Information of baramundi without any marking or further designation. Except as expressly authorized herein, the Receiving Party will use (and will ensure that its employees, affiliates, agents, contractors and any approved third parties use) reasonable efforts (which shall be no less than the efforts used to protect its own confidential information of a similar nature) to prevent the disclosure of any Disclosing Party's Confidential Information for any purpose other than providing the training contemplated by these Terms & Conditions unless authorized by the Disclosing Party. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may also disclose Confidential Information if so required pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). baramundi shall be entitled to injunctive relief for any violation of this Section.

18. Termination

(1) In addition to any termination rights and remedies that may be provided under this Agreement, baramundi may terminate this Agreement with immediate effect upon written notice to Customer, if Customer:

- i. fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Customer's receipt of written notice of nonpayment;
 - ii. has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or
 - iii. becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.
- (2) Upon termination of this Agreement, all rights of the Customer to access the baramundi platform and any license to any Intellectual Property Rights will immediately cease.

19. Miscellaneous

(1) **Waiver.** No waiver by baramundi of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by baramundi. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(2) **Contact.** Please contact baramundi's training department for any other training questions or requests by emailing: requestusa@baramundi.com.

(3) **Privacy Policy.** All information provided by you under these Terms & Conditions will be treated in accordance with baramundi's Privacy Policy (<https://www.baramundi.com/en-us/privacy-policy/>)

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(4) Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement, or the negotiation or breach thereof, shall be exclusively settled by arbitration in accordance with the International Arbitration Rules of the American Arbitration Association (“**AAA**”). The award shall be final and binding. Judgment upon the award rendered by the arbitrator or the arbitrators may be entered in any court having jurisdiction thereof. The arbitration shall be held in Framingham, Massachusetts, shall be conducted in the English language, and shall be conducted (i) if the amount in dispute is less than \$250,000.00, before a single arbitrator mutually agreeable to baramundi and the Customer, or if no agreement can be reached, then selected by the AAA, or (ii) if the amount in dispute is \$250,000.00 or more, before three (3) arbitrators. The arbitrator(s) shall make detailed findings of fact and law in writing in support of his, her or their decision, and shall award reimbursement of attorney’s fees and other costs of arbitration to the prevailing party, in such manner as the arbitrator shall deem appropriate. In addition, the losing party shall reimburse the prevailing party for reasonable attorneys’ fees and disbursements, the costs of the arbitration (including but not limited to the fees and expenses of the arbitrator and expert witnesses) and the costs incurred by the prevailing party in successfully seeking any preliminary equitable relief or judicially enforcing any arbitration award.

(5) Governing Law. This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction) thereof or the UN Convention on Agreements for the International Sale of Products of 1980.

(6) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the parties at the addresses set forth in the Order Confirmation or to such other address that may be designated by the receiving Party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with

all fees pre-paid), facsimile (with confirmation of transmission) or email or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving Party, and (b) if the party giving the Notice has complied with the requirements of this Section.

(7) Force Majeure. No Party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Customer to make payments to baramundi hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's (“**Impacted Party**”) control, including, without limitation, the following force majeure events (“**Force Majeure Event(s)**”): (a) acts of God; (b) flood, fire, earthquake, epidemics/pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency; and (g) strikes, labor stoppages, or slowdowns or other industrial disturbances; and (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the control of the Impacted Party. The Impacted Party shall give notice within five (5) business days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party’s failure or delay remains uncured for a period of ninety (90) consecutive days following written notice given by it under this Section 19(7) the other Party may thereafter terminate this Agreement upon thirty (30) days’ written notice.

(8) Assignment. The Customer shall not assign any of its rights or delegate any of its

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obligations under this Agreement without the prior written consent of baramundi. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves the Customer of any of its obligations under this Agreement.

their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Confidentiality, Warranty, Indemnification, Limitation of Liability, Termination, Dispute Resolution, Governing Law, and Survival.

(9) Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other Party in any manner whatsoever.

Effective: August 19th, 2024

(10) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms & Conditions.

(11) Entire Agreement and Severability. This Agreement is the entire agreement between the Parties relating to the Training Services and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the training or any other subject matter covered by these Terms & Conditions. If any provision of these Terms & Conditions is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

(12) Amendment and Modification. baramundi reserves the right to amend or modify these Terms & Conditions at any time subject to providing the Customer with written notice of at least six (6) weeks. If the Customer does not object, the amended Terms & Conditions shall be deemed accepted. If the Customer, however, raises an objection, the former, existing Terms & Conditions continue to apply. baramundi shall, however, be entitled to immediately terminate this Agreement.

(13) Survival. Provisions of these Terms, which by their nature should apply beyond