



SOLACE

Solace Education Terms and Conditions

By submitting an order for Solace Education, you confirm your agreement to the following terms and conditions:

1. DEFINITIONS

- 1.1 “**Agreement**” means these terms and conditions and the Order.
- 1.2 “**Customer**” means the individual or company submitting an Order to Solace.
- 1.3 “**Instructor-Led Course**” means instructor-led training delivered either (a) in-person onsite at the Customer’s location, or (b) virtually via the internet.
- 1.4 “**Solace Academy**” means pre-recorded on-demand modules delivered virtually via the internet.
- 1.5 “**Order**” means either (a) a Customer purchase order, or (b) a Solace quotation signed by Customer, for training delivered by Solace.
- 1.6 “**Solace**” means Solace Corporation.
- 1.7 “**Training**” means either Instructor-Led Courses or Solace Academy or both.

2. ORDER

- 2.1 An Order will set out the Training ordered by Customer. The Order will set out whether the Training is purchased for a subscription term or on a one-off basis. If the Order does not specify the length of the subscription term, the default subscription term for all subscription Training is twelve (12) months.
- 2.2 All Training will be billed in advance and payable within thirty days of the date of the Order.
- 2.3 The terms and conditions of this Agreement shall apply to the exclusion of any other terms and conditions on which the Order is made or purported to be made by Customer.
- 2.4 No variation to the Order or these terms and conditions shall be binding unless agreed in writing by Solace and Customer.
- 2.5 All reasonable expenses incurred by the Solace representative(s) delivering an in-person Instructor-Led Course will be reimbursed by Customer and, if requested by Customer, pre-approved by Customer.

3. DOWNLOAD AND ACCESS TO SOLACE ACADEMY

- 3.1 The number of users of Solace Academy will be specified in the Order.
- 3.2 Access to Solace Academy is only available online via an internet connection. Solace Academy users must have an appropriate user identification and password to gain access, and all names must be provided to Solace as needed.
- 3.3 Once access is established, an access notification will be provided to the contact identified in the Order via e-mail. Delivery shall be considered to be complete when Solace provides the Customer confirmation of access by e-mail.
- 3.4 The term of access for Solace Academy will start from the date that Customer access to the Training is established and last for the subscription term detailed in the Order.

4. PAYMENT

- 4.1 Licensee shall pay the fees specified in the applicable Order. Except as otherwise specified herein or in an Order, fees are based on the Training purchased and not actual usage of the Training.
- 4.2 The price of Training shall be as stated in the Order and unless otherwise stated is exclusive of any customs



duties, any other import charges, federal, state, provincial or local sales, foreign withholding, use, property, excise, service, or similar transaction taxes as appropriate and due for these types of services or products, which shall be payable in addition at the rate then prevailing.

- 4.3 All invoices and payments will be in United States dollars. Customer shall pay invoices on or within 30 days after the date of invoice receipt.

5. CANCELLATION

- 5.1 Customer may not cancel Orders for Training. Once the Order for Training is received, there are no refunds or cancellation. All sales are final.

6. LIABILITY

- 6.1 Solace and its directors, officers and employees shall not be liable for damages of any kind or be liable in any amount for loss of goodwill or profits, data loss, computer failure or malfunction, legal fees, court costs, interest, and/or for any and all indirect, special, incidental, consequential, or punitive damages that may result from Training (including, without limitation, resulting from the performance or cancellation of Training). In no event shall Solace's liability to Customer or any other party under this Agreement exceed, in the aggregate, the fees paid for the Training from which the damages arise.
- 6.2 Notwithstanding the above, there shall be no limit of liability in respect of fraud, willful misconduct, death or personal injury arising out of the negligence of either party.
- 6.3 Solace does not warrant the accuracy or completeness of Training, nor any information, text, graphics, links, or other items contained within the Training. Solace and its licensors disclaim all warranties express or implied, including without limitation, any implied warranties of merchantability or fitness for a particular purpose except to the extent that any warranties implied by law cannot be validly waived.
- 6.4 Solace assumes no responsibility for errors or omissions in the Training. It is the Customer's duty to verify such information.
- 6.5 With respect to material defects in Solace Academy, and as Customer's sole remedy for any material defect in Solace Academy, Solace in its sole judgment, may decide to eliminate such material defects or make a replacement delivery or, by indicating a reasonably acceptable way to avoid the impact of such material defect.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 The intellectual property rights relating to the Training and the Training documentation provided to Customer are solely owned by and hereby reserved to Solace. Under no circumstances may the whole or any part of the Training or Training documentation be reproduced or copied in any form or by any means or translated into another language without the prior written permission of Solace.
- 7.2 Solace Academy remains the property of Solace and all title to Solace Academy, including all content, remain with Solace. Customer only receives a license to use the Solace Academy pursuant to the terms of this Agreement.
- 7.3 Every person using Solace Academy must be licensed under this Agreement to access, download and use the Solace Academy. Employees and others who have access to the Solace Academy must be informed of Solace's intellectual property and rights of authorship and their duty to conform to laws governing intellectual property rights. Customer shall carefully safeguard the Solace Academy and any Instructor-Led Course documentation that has been made available to the Customer or Training users and participants, to prevent their misuse. Customer is permitted to use the Solace Academy and Instructor-Led Course



documentation only for its own internal training purposes and only for those who have licensed the relevant Training. The Instructor-Led Course documentation and Solace Academy are confidential and proprietary information of Solace and Customer agrees not to disclose this information to any third party or use such information except as expressly permitted herein.

- 7.4 Customer acknowledges that it is illegal and a violation of this license agreement to copy or distribute Instructor-Led Course documentation, Solace Academy materials, user identifications or passwords among non-licensed persons.
- 7.5 Customer acknowledges that Solace shall be entitled to seek injunctive relief for any breach of this Agreement by Customer from which irreparable harm would ensue.
- 7.6 In the event Customer breaches any provision of this Agreement and fails to cure such breach within a reasonable time (in any case no more than ten (10) days) after receipt of written notice from Solace, Solace shall have the right to immediately terminate this Agreement and Customer's license to use the products licensed hereunder. Upon any such termination, Customer shall immediately cease use of such products, delete and destroy any tangible or electronic embodiments of such information in its possession, and certify in writing to SOLACE that the foregoing has been completed.

8. AMENDMENT / UPDATE AND SUPPORT OF CONTENT

- 8.1 Solace reserves the right to amend the content of any Training without notice to Customer to correct errors or where, at the sole discretion of Solace, such amendment is deemed not to fundamentally change the content of such Training. Solace Academy may be updated with new products or new solution releases. The Customer's license is provided for Solace Academy in effect at the time of placement of the Order. The Customer is not entitled to any future product releases but can elect to purchase the new product for an additional fee.
- 8.2 Support is available if a Solace Academy user is having difficulty accessing the content only, but not for questions about the Solace Software or other consulting/training type advice. Coaching, training, or ask-the-expert type support on Solace solutions or solution releases is available separately from Solace and may be purchased for an additional fee.

9. ENTIRE AGREEMENT

- 9.1 This Agreement constitutes the entire agreement between the parties in connection with its subject matter. No party has relied on any representation or warranty except as expressly set out in this Agreement.

10. GOVERNING LAW AND JURISDICTION

- 10.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and Solace and the Customer hereby agree to submit to the exclusive jurisdiction of the courts in Ottawa, Ontario in respect of any dispute in relation to this Agreement.