

# Diller Digital Training Services Terms & Conditions

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Diller Digital, LLC. provides training services (the “Training Services”) to Customer subject to the following terms and conditions accepted and agreed to by the parties (the “Training Agreement”).

1. Training Fee. The fees due and payable for the Training Services (“Training Fee”) shall be specified in the Diller Digital Order provided to Customer for the Training Services.
2. Invoicing. Diller Digital will invoice Customer for the Training Fee upon customer registration for the class. All invoices are due and payable upon receipt. Payment must be received by Diller Digital prior to the class in order for you to be granted admission.
3. Schedule, Reschedule and Cancellation. The Training Services will be delivered on the dates published by Diller Digital. Customer shall have the right to cancel or reschedule the training services at any time subject to the following conditions:
  - Requests to cancel or reschedule must be made in writing to Diller Digital.
  - Cancellation or reschedule more than 14 days prior to the class start date may be done at no charge.
  - Cancellation or reschedule between 14 and 8 days prior to the class start date will incur a cancellation fee equal to 50% of the Training Fee.
  - Cancellation or reschedule less than 8 days prior to the class start date will incur a cancellation fee equal to 80% of the Training Fee.
4. Confidentiality. The parties agree that they will hold as confidential and not disclose to or use for others any secret or confidential information, knowledge or data obtained from the disclosing party, which is identified as being confidential at the time of disclosure, without the other party’s prior written approval unless (i) such information is or becomes available to the general public through publication or disclosure by the disclosing party, (ii) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes known (independently of

disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iv) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this agreement by the receiving party; or (v) is independently developed by the receiving party.

5. Intention of Parties. It is the intention of the parties that Diller Digital be an independent contractor and not an employee, agent, joint venture, or partner of Customer. Nothing in this Training Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Diller Digital and either Customer or any employee or agent of Customer.
6. Non-Exclusivity. Diller Digital shall retain the right to perform services for others during the term of this Training Agreement.
7. Diller Digital Intellectual Property. Diller Digital shall retain all copyrights, patents, trade secrets, or other intellectual property rights associated with any Diller Digital training materials and related intellectual property (the "Diller Digital Training Materials" or "DDTM") that is licensed or otherwise provided to Customer. Diller Digital Training Materials shall include, but are not limited to, training manuals, slides, and exercises. DDTM will be distributed to Customer and/or the paid attendee in hard copy form only. DDTM are not available in digital or electronic formats. Further, all modifications or enhancements made to the Diller Digital Training Materials shall belong exclusively to Diller Digital. Customer automatically assigns, and shall cause its personnel automatically to assign, without any requirement for consideration, any right, title, or interest it or they may have in any modifications or enhancements to the Diller Digital Training Materials, including any copyrights or other intellectual property rights pertaining thereto.
8. Diller Digital Training Materials - Use Restrictions. The Diller Digital Training Materials are provided for the individual and sole use of the paid attendee of the class ("Student") for which the Training Services are provided. Neither Customer nor any Student shall:
  - Copy, disclose, transfer or distribute DDTM to any party in any form.
  - Remove, modify or obscure any copyright, trademark, legal notices or other proprietary notations in DDTM.

- Make derivative works of DDTM or combine DDTM or any part of DDTM with any other works.
  - Use DDTM in any manner that could be detrimental to Diller Digital.
9. Disclaimer. NEITHER Diller Digital NOT ITS LICENSORS SHALL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES OF ANY KIND, REGARDLESS OF WHETHER OR NOT Diller Digital KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE LIKELY. Diller Digital'S AGGREGATE LIABILITY RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE TO Diller Digital HEREUNDER.
10. Force Majeure. Dates or times by which Diller Digital is required to make performance under this Training Agreement shall be postponed automatically to the extent that Diller Digital is prevented from meeting them by causes beyond its reasonable control. Diller Digital shall not be liable to Customer for any failure or delay caused by events beyond Diller Digital's control, including, without limitation, Customer's failure to furnish necessary information, sabotage, failures or delays in transportation or communication, failures or substitutions of equipment, labor disputes, accidents, shortages of labor, fuel, raw materials, or equipment, or technical failures.
11. Non-Solicitation. Customer and Diller Digital agree not to solicit for employment the employees or contractors of the other party, without prior written consent of the other party, for a period of twenty-four (24) months following the delivery of the Training Services.
12. Partial Invalidity. If any provision in this Training Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
13. Governing Law and Jurisdiction. The parties stipulate that personal jurisdiction for any suit arising out of this contract exists in the State of Texas, and that any lawsuit seeking to enforce the terms of this contract shall be brought in Travis County, Texas, a convenient, reasonable and just location which is the principal place of business of Diller Digital, LLC. The parties further stipulate this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any body of law or other precedent relating to conflicts of law.

14. Entire Agreement. Each party acknowledges that it has read this Training Agreement, understands it, and agrees to be bound by its terms. This Training Agreement constitutes the complete agreement between the parties for the onsite Training Services and supersedes all previous agreements or representations, written or oral, with respect to the Training Services specified herein. This Training Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party. In the event the terms of this Training Agreement and the terms of a purchase order issued by Customer conflict, the terms of this Training Agreement shall govern.

**END OF THE TERMS AND CONDITIONS**