



General Terms and Conditions - Training Credits (Fixed Bid Pre-Bill/Pre-Pay)

1. Billing and Scope of Services

- Cprime will deliver the Services and Deliverables in accordance with a Fixed Bid engagement. Client may procure additional services by submitting a draft change order to Cprime describing any scope-related changes or additions. Cprime shall promptly prepare and submit to Client a change order reflecting Client's requested changes/additions and proposing adjustments. All training credits will expire exactly one (1) calendar year from date of purchase. Credits are non-transferable to other Cprime services or products and may only be used for training courses or programs.

2. Payment Terms

Cprime will invoice Client for the full amount of the SOW at the rates listed above. Client shall pay all invoices within thirty (30) days of receipt. For all payments for Services made by credit card, a non-refundable three percent (3%) transaction fee will be assessed. Non-payment or past due payment of fees is a material breach. If past due more than ninety (90) days, Client shall pay interest on the overdue balance at the rate of three percent (3%) per month, whichever is less, plus all expenses of collection.

3. Travel & Expenses

Client is responsible for all expenses incurred directly related to this SOW. Travel, lodging, transportation, materials, shipping expenses (including expedited shipping fees if a training engagement is scheduled less than fourteen (14) days prior to delivery) and a daily per diem will be expensed to the Client pursuant to Cprime's Travel & Expense Policy. Evidence of expenses will be provided for accommodation and transportation only. Hotel accommodations will usually be booked to arrive the night before the engagement start date and on the last day of the engagement. Client can provide guidance on hotels and transportation with corporate rates.

4. Cancellation and Rescheduling Policy

- Cancellation by Cprime: Cprime agrees not to cancel agreed-to services, except for serious illness, injury or death of the resource or a member of the resource's family, or any other similar event beyond the control of Cprime. If cancelled by Cprime, Cprime shall refund Client a pro-rated amount based on services actually performed.
- Cancellation by Client: If Client wishes to cancel any services that have not yet commenced, Cprime shall credit Client's pre-paid Training Credit account if requested more than ten (10) days from scheduled class date. If requested within ten (days) from scheduled class date, Client will forfeit 15% of their training credits attributed to that class. The remaining 85% of training credits will be credited to the Client's Training Credit account. All reasonable out-of-pocket travel and other expenses incurred as a result of Client's cancellation, and which are not otherwise refundable to Cprime shall be charged to the Client.
- Rescheduling by Client: If Client wishes to reschedule any services that have not yet commenced, Client will be charged:
 - a. A rescheduling fee equal to 10% of the total value of this SOW; and
 - b. All reasonable out-of-pocket travel and other expenses incurred as a result of Client's rescheduling, and which are not otherwise refundable to Cprime.

5. Confidentiality

From time to time, the parties may share certain confidential information. Both parties agree to hold confidential information in strict confidence and to not disclose such confidential information to any unauthorized third parties, and to use confidential information solely for the purposes set forth in this SOW. Disclosing party's disclosure of confidential information does not and will not constitute any option, grant, or license to the receiving party under any patent, copyright, or other rights of any kind. Disclosing party's disclosure of confidential information will not result in any obligation on the part of either party to enter into any further agreement or business relationship with the other.

6. Cprime Materials

Cprime may, in the course of performance of Services, incorporate into deliverables any invention, discovery, idea, development, improvement, trade secret, concept, original works of authorship, software, technology or other proprietary information or intellectual property owned by Cprime, or in which Cprime has an interest, prior to, or separate from, performance of the services under this SOW

(such works being referred to as "Cprime Materials"). Client agrees that Cprime Materials is the sole property of Cprime and Cprime will, at all times, retain sole and exclusive title to and ownership thereof. Cprime grants Client a non-exclusive, royalty-free, irrevocable, worldwide, perpetual license to use, reproduce, distribute and make derivative works of Cprime Materials as part of or in connection with deliverables.

7. Non-Solicitation

During the term of this SOW and for a period of one (1) year after conclusion of this SOW, Client agrees not to directly or indirectly solicit Cprime's employees or contractors without Cprime's prior written consent. In the event Client violates this prohibition, it shall immediately be obliged to pay to Cprime the following: (a) if solicitation of a Cprime employee, then one hundred percent (100%) of the employee's first year base annual salary; and/or (b) if solicitation of a Cprime contractor, then fifty percent (50%) of the contractor's first year annual compensation. This prohibition shall not apply to any offers of employment which result from a general solicitation for employment, including, without limitation, through the Internet, newspapers, magazines, and radio.

8. Publicity

- Client grants Cprime a non-exclusive, non-transferable, non-sublicensable and royalty-free license to use and reproduce Client's name, logos and trademarks on Cprime's customer lists, partner lists, advertising and website.

9. Force Majeure

Cprime shall not be responsible or liable for any losses, damages or causes of action arising directly or indirectly from any fire, flood, walkout, strike or any other labor matter; any acts of war, terrorism, insurrection or revolution; or acts of God; or any other similar event beyond the control of Cprime.

10. Governing Law

The parties to this SOW expressly agree that this SOW shall be governed in all respects by the laws of the State of California. The parties further agree that any legal action or judicial proceeding for the enforcement on this contract shall be instituted only in courts of competent judgment in the State of California.

11. Binding Arbitration

The parties to this SOW hereby agree that any dispute, claim or action based upon or arising out of this SOW (including, without limit, claims of breach of duty or negligence) shall be subject to binding arbitration under the American Arbitration Association situated in or nearest to San Mateo County, California. Judgment on the Arbitrator's award shall be final and binding and may be entered in a competent court of law. By agreeing to arbitrate, all parties agree to waive trial by jury. The parties shall have the right to discovery in accordance with the Code of Civil Procedure Section 1283.05. The prevailing party shall be entitled to recover, in addition to such other damages as may be awarded, reasonable attorney's fees and expenses. Furthermore, all disputes, claims and actions which arise under this SOW shall be kept confidential, between the parties, their respective counsel, and arbitrator, except as otherwise required by applicable law.

12. Insurance

Cprime is solely responsible for maintaining and requiring Cprime's resources to maintain adequate insurance with A.M. best rated insurance carriers. At a minimum, Cprime must have the following insurance coverage and policy limits:

- a. General Liability Insurance - \$1,000,000;
- b. Workers Compensation to statutory limits in the States(s) that the Services are to be performed;
- c. Health, unemployment compensation, disability, and any other type of insurance, required by law or as is common practice in Cprime's and Cprime's resource's trades or businesses, whichever affords greater coverage.

13. Indemnification

- Cprime shall indemnify, hold harmless, and defend Client, its officers, directors, agents and employees, against all claims, liabilities, damages, losses and expenses, including attorneys' fees and costs of suit arising out of or in any way connected with the Services provided under this SOW. Client shall indemnify,

hold harmless, and defend Cprime, its officers, directors, agents and employees, against all claims, liabilities, damages, losses and expenses, including attorneys' fees and costs of suit arising out of or in any way connected with the Services provided under this SOW.

14. Limitation of Liability

Except for Cprime's confidentiality and indemnification obligations above, in no event shall Cprime be liable to Client or Client's personnel, or any third party for any incidental, indirect, special or consequential damages arising out of, or in connection with, this SOW, whether or not Cprime was advised of the possibility of such damage. In no event will Cprime be liable to Client for any amount in excess of the fees paid by Client to Cprime under this SOW.

15. Assignment

Client may not transfer or assign this SOW, in whole or in part, by operation of law or otherwise, without Cprime's prior written consent, not to be unreasonably withheld. Any attempted transfer or assignment in violation of the foregoing shall be null and void from the beginning and of no effect.

16. Survival

Notwithstanding anything else herein to the contrary, both parties' obligations under the following sections shall survive termination of this SOW for any reason: Confidentiality, Cprime Materials, Non-Solicitation, Indemnification, Limitation of Liability, and any payments due to either party will survive termination of this Agreement for any reason.

17. Severability

In the event any provision of this SOW shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.