Alauda Training Terms

This Alauda Training Terms document contains terms that describe the parameters and govern your use of Training and Training Units. Alauda may modify or update this document either by posting a revised version at https://www.alauda.io/legal/training-terms, and/or by providing notice using other reasonable means. If you do not agree to the updated terms then, (a) the existing document will continue to apply to the Alauda Products you have purchased as of the date of the update for the remainder of any then-current term(s); and (b) the updated or modified terms will apply to any new purchases or renewals of Alauda Products made after the effective date of the updated terms. When we use a capitalized term in this document without defining it, the term has the meaning defined in the base agreement. This document is subject to the Alauda Enterprise Agreement available at https://www.alauda.io/legal/enterprise-agreement or, as applicable, other base agreement between you and Alauda Singapore Pte. Ltd. (UEN 202524557C), with offices at 6 Raffles Quay, #14-02, Singapore 048580 ("Alauda"). In the event of a conflict between this document and the base agreement, the terms of this document control with respect to Training and Training Units.

1. Training

1.1 Equipment and Facilities

For On-Site Courses, you will supply the facility and equipment stated in the applicable course description or Order Form. If Alauda agrees to provide the training facilities and hardware, you will be liable for any loss, damage or destruction of the equipment used in connection with the Training.

1.2 Customer Responsibilities

You are responsible for (a) assessing each participant's suitability for the Training, (b) enrollment in the appropriate course(s) or Alauda Online Learning Subscriptions, (c) your participants' attendance at scheduled courses and (d) any other Customer responsibilities as described in Alauda's Training Policies (defined below).

1.3 Rights to Training Materials

All intellectual property embodied in the training products, materials, methodologies, software and processes, provided in connection with the Training or developed during the performance of the Training (collectively, the "Training Materials") are the sole property of Alauda or an Alauda Affiliate and are copyrighted by Alauda unless otherwise indicated. Training Materials are provided solely for the use of the participants and may not be copied or transferred without the prior written consent of Alauda. Training Materials are Alauda's confidential and proprietary information.

1.4 Scheduling; Training Policies; Use Period

You agree to the procedures for scheduling of Training and On-Site Courses in the Training Policies. Cancellation and rescheduling are governed by Section 1.5. In the event of a conflict between the Training Policies and this document, this document controls. You must use all Training, including Training Units, within one (1) year of the date of purchase; any unused training offerings will be forfeited.

1.5 Cancellation and Rescheduling

You may cancel or reschedule enrollment in, or delivery of, a scheduled course at no charge by written notice to Alauda more than five (5) full business days before the scheduled course start date. If you cancel or reschedule (a) five (5) full business days or less, but more than one (1) full business day, before the scheduled start date, fifty percent (50%), or (b) one (1) full business day or less before the scheduled start date or after the course has begun, one hundred percent (100%), of the applicable Training fees or Training Units for the affected enrollment or course will be forfeited; failure to attend a scheduled course without prior cancellation forfeits one hundred percent (100%). Any fractional Training Unit resulting from a forfeiture under this Section 1.5 will be rounded down to the nearest whole Training Unit. If you cancel or reschedule an On-Site Course and Alauda has already reasonably incurred travel or other expenses in connection with that course that cannot reasonably be re-arranged, cancelled, or refunded, Alauda may invoice you for such expenses. Alauda may cancel or reschedule a scheduled course (including for insufficient enrollment); in that case no fees or Training Units are forfeited and Alauda will offer alternative dates or a credit. For purposes of this Section 1.5, "business day" means any day other than a Saturday, Sunday, or public holiday in Singapore (or, for on-site delivery, in the location where the course is to be delivered).

2. Alauda Learning Subscriptions and Alauda Online Learning Subscriptions

2.1 Access to Alauda Materials and Support

In order to begin accessing the materials, videos and services made available through an Alauda Learning Subscription or Alauda Online Learning Subscription, the Named Participant for such subscription must first register with Alauda with a unique Alauda account. You agree to provide to Alauda the account identifier for each Named Participant. All access and resources provided with an Alauda Learning Subscription and an Alauda Online Learning Subscription may only be consumed during the Services Term.

2.2 Use of an Alauda Learning Subscription or Alauda Online Learning Subscription

An Alauda Learning Subscription or Alauda Online Learning Subscription provides a Named Participant with ongoing access to a variety of materials and services for his or her personal use and are not assignable or transferable. Providing our materials and services to, or using them for the benefit of, a third party or anyone other than the Named Participant is a material breach of the Agreement. Named Participants may only access the materials or support in connection with their Alauda Learning Subscription or Alauda Online Learning Subscription in the same country as identified in the "Ship-to Address" in the relevant Order Form (or, if no Ship-to Address is specified, the Customer address set forth in the Order Form).

2.3 Alauda Instructors

If the Alauda Learning Subscription includes access to Alauda instructors, Named Participant may contact Alauda instructors to ask questions about a particular course or video made available as part of the Alauda Learning Subscription. Alauda instructors will use commercially reasonable efforts to answer questions regarding (a) technical issues with the course or video and (b) questions about the content of such materials. Alauda instructors will not provide production support or development support for any Alauda Products.

2.4 Certification Exams

If the Alauda Learning Subscription includes Certification Exams, Named Participant may be permitted to complete Certification Exams via a Classroom Exam or an Individual Exam session. Alauda reserves the right to modify learning paths and/or certification criteria for Certification Exams. The standard exam terms and conditions, provided in the Training Policies, apply to any exams provided through an Alauda Learning Subscription. While Alauda provides exams at many locations, Alauda does not warrant that any particular exam will be available in a city near the Named Participant.

3. Training Units

Training Units (a) expire one (1) year from the date of purchase, (b) are non-refundable, (c) are non-transferable, (d) may not be redeemed for cash or credit, (e) must be used as whole credits, (f) cannot be combined with any other discount, special offer or coupon and (g) can be redeemed only in the same geographic region and currency as purchased.

4. Payment

Notwithstanding other payment terms, payment for Training and Training Units must be received in full prior to the delivery of the associated Training.

5. Definitions

5.1 "Certification Exam(s)" means both Classroom Exams and Individual Exams.

5.2 "Classroom Exam(s)" means certification exams delivered in an open enrollment classroom.

5.3 "Individual Exam(s)" means exams delivered via an Alauda Individual Exam system.

5.4 "Named Participant" means a Customer employee or contractor whom Customer has identified to Alauda as the individual authorized to use or access the materials and the support Alauda makes available with the Training purchased by Customer.

5.5 "On-Site Courses" means courses provided at a site designated by you.

5.6 "Open Enrollment Courses" means Alauda's publicly available courses delivered in a classroom, and Alauda's publicly available Virtual Training courses delivered live via the Internet.

5.7 "Alauda Learning Subscription" means a one (1) year subscription that provides a Named Participant with access to certain Alauda learning resources consisting of (a) access to an online repository of learning courses and videos during the term of the Alauda Learning Subscription and (b) remote access to systems for training purposes. Certain Alauda Learning Subscriptions may also include access to Alauda instructors for content related to training in English language and during Alauda's published standard business hours and access to Alauda Certification Exams as described herein and in Alauda's Training Policies.

5.8 "Alauda Online Learning Subscription" means a ninety (90) day subscription that provides a Named Participant with access to an individual Alauda course consisting of (a) online content associated with the course, and (b) remote access to systems used for training purposes that are associated with the purchased course as described herein and in Alauda's Training Policies.

5.9 "Training" means Alauda's training products, including but not limited to, Open Enrollment Courses, Virtual Training, On-Site Courses, Alauda Learning Subscription, Alauda Online Learning Subscription and Certification Exams as described herein and subject to Alauda's Training Policies.

5.10 "Training Policies" means the training policies and procedures stated in the applicable Order Form or otherwise provided to you in writing by Alauda.

5.11 "Training Units" means Alauda's training credits that may be redeemed by you for any Training subject to the Training Policies.

5.12 "Virtual Training" means publicly available courses delivered online.
