



TRAINING TERMS – In addition to OXYGEN FORENSIC STANDARD EULA

Order Cancellation or Modification. For onsite training offered by Oxygen Forensics, a Virginia corporation (“*Oxygen Forensics*”), as provided on Oxygen Forensics’ website at <https://www.oxygen-forensic.com/en/training/schedule> (“*Onsite Training*”), Buyer may (i) cancel an order for Onsite Training or a portion thereof, or (ii) postpone or reschedule any attendance at an Onsite Training for any attendee by providing Oxygen Forensics electronic written notice at least thirty (30) days prior to the start date of the applicable Onsite Training. In the event of any order cancellation or modification for Onsite Training received by Oxygen Forensics less than thirty (30) days prior to the start date of the applicable Onsite Training, Buyer shall bear the proportion of Oxygen Forensics’ costs incurred set forth in the Schedule below, provided that Oxygen Forensics shall use reasonable efforts to mitigate such costs.. The Schedule of fees below is for Oxygen Forensics costs including, but not limited to, rental of location, travel, personnel, materials, shipping, and other costs. Notwithstanding the foregoing, in the event that Buyer has requested a private Onsite Training, Oxygen Forensics shall only charge Buyer such costs described in Schedule below in the event that Buyer’s cancellation or modification is received by Oxygen Forensics less than forty-five (45) days before the start date of the applicable Onsite Training and, in such event, Buyer shall be responsible for 100% of Oxygen Forensics’ incurred costs associated with such modification.

Oxygen Forensics may invoice Buyer at any time following an order cancellation or modification. Buyer may submit an order cancellation or modification to Oxygen Forensics by sending an email to training@oxygen-forensic.com. Oxygen Forensics may, in its reasonable discretion, allow Buyer to substitute one attendee for another attendee if Buyer submits such request to Oxygen Forensics at training@oxygen-forensic.com.

Onsite Training Specific Terms. Buyer must submit an order for Onsite Training, and Oxygen Forensics must have received payment from Buyer therefor, at least fifteen (15) days before the earliest start date of an Onsite Training for which Buyer is purchasing seats. Oxygen Forensics may, in its reasonable discretion, accept an order to purchase seats after such time frame, provided that Buyer may incur additional charges for costs borne by Oxygen Forensics, including, but not limited to, expedited shipping, last minute travel and lodging charges, additional Oxygen Forensics Certified Instructors/training company, and other reasonable costs, and Oxygen Forensics may use its reasonable efforts, but does not guarantee, to provide notifications to Buyer of the details of the Onsite Training. For an Onsite Training to proceed as scheduled, Oxygen Forensics, in its sole discretion, may set a minimum number of attendees. Oxygen Forensics may cancel an Onsite Training for any reason, including if the minimum attendees for the Onsite Training is not gathered. If Oxygen Forensics cancels an Onsite Training, the cost of the Onsite Training shall be refunded to Buyer upon a submission of such a request to training@oxygen-forensic.com, *provided, however*, that Oxygen Forensics disclaims all liability for any other possible costs and expenses. Buyer should not purchase any travel for any attendee prior to receipt of confirmation that an Onsite Training will take place.

Modification of an Onsite Training. Oxygen Forensics may modify the location, start time, or other matters in relation to an Onsite Training at any time by notifying Buyer thereof. If a venue is not suitable for delivery of the Onsite Training, Oxygen Forensics may delay the Onsite Training until such venue is suitable for delivery of the Onsite Training. In such a case, Oxygen Forensics shall notify the Buyer.



International Onsite Trainings. For any Onsite Training that is not conducted in the United States of America, Buyer shall be responsible for providing appropriate assistance to Oxygen Forensics regarding entering the applicable country, including information about customs requirements, visa requirements, facilitating entry of Oxygen Forensics personnel and Products, import and export laws or regulations of the applicable country, ensuring use of Products and related training services complies with applicable laws and regulations in the applicable country, and other relevant matters. At Oxygen Forensics' request, Buyer shall act as consignee of Products that Oxygen Forensics seeks to import into the applicable country for an Onsite Training if Buyer has any attendees attending the Onsite Training. Oxygen Forensics is not responsible for any delay or cancellation to any Onsite Training as a result of delays due to import or export of Products or visas for Oxygen Forensics personnel.

Certificates. Upon successful completion of an Onsite Training by an attendee, Oxygen Forensics shall issue the appropriate Certificate to such attendee. Any Certificate shall be valid for two (2) years after the date it was issued. Any Certificate that is altered by or on behalf of Buyer shall no longer be valid, and Oxygen Forensics reserves the right to cancel any Certificate that has been altered at any time.

Warranty Disclaimer. EXCEPT AS SET FORTH IN OXYGEN FORENSICS' STANDARD WARRANTY (EULA), EACH ONSITE TRAINING AND ANY ALL MATERIALS PROVIDED AS PART OF THE ONSITE TRAINING IS PROVIDED "AS IS" AND ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE DISCLAIMED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY OF ANY COMPUTER PROGRAM, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF INFORMATIONAL CONTENT, SATISFACTORY QUALITY, OR SYSTEM INTEGRATION, OR NON-INFRINGEMENT. OXYGEN FORENSICS' MAXIMUM LIABILITY FOR ANY INACCURATE INFORMATION AND BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT PAID BY BUYER FOR THE INFORMATION RECEIVED (IF ANY). OXYGEN FORENSICS SPECIFICALLY, BUT WITHOUT LIMITATION, DOES NOT WARRANT THAT: (I) THE INFORMATION AVAILABLE THROUGH THE ONSITE TRAINING OR LMS IS FREE OF ERRORS; (II) ONSITE TRAINING OR LMS WILL BE UNINTERRUPTED, SECURE OR FREE OF ERRORS; (III) DEFECTS WILL BE CORRECTED; OR (IV) OXYGEN FORENSICS' SERVERS OR THE SERVERS THAT MAKE ONSITE TRAININGS OR LMS AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. OXYGEN FORENSICS IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, LOSS OF BUSINESS, LOSS OF PROFITS OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.



SCHEDULE OF FEES FOR CANCELLATION OR RESCHEDULING (“*Schedule*”)

Days Prior to Onsite Training when Oxygen Forensics is Notified	Cancellation Fee per Seat	Rescheduling Fee per Seat
> 30 days	0%	0%
> 20 days and < 30 days	50%	0%
> 12 days and < 19 days	75%	10%
< 12 days	90%	25%