



An RSA Company

SUPPLEMENTAL TERMS AND CONDITIONS FOR OUTSEER TRAINING SERVICES

*****IMPORTANT*****

THESE SUPPLEMENTAL TERMS AND CONDITIONS APPLICABLE TO OUTSEER TRAINING SERVICES (“**TRAINING AGREEMENT**”) ARE EFFECTIVE AS OF THE LATER DATE OF EXECUTION OF THE APPLICABLE STATEMENT OF WORK OR QUOTATION MAKING REFERENCE TO THIS AGREEMENT. ANY AND ALL REFERENCES TO “**CUSTOMER**” SHALL BE DEEMED TO MEAN THE CUSTOMER SET FORTH IN AN APPLICABLE STATEMENT OF WORK OR QUOTATION.

THIS TRAINING AGREEMENT:

- A. IS A LEGALLY BINDING DOCUMENT BETWEEN YOU (MEANING THE INDIVIDUAL PERSON OR ENTITY THAT THE INDIVIDUAL REPRESENTS THAT IS RECEIVING THE SERVICES (“CUSTOMER”)) AND OUTSEER (WHICH MEANS (I) RSA SECURITY LLC, IF CUSTOMER IS LOCATED IN THE UNITED STATES, MEXICO OR SOUTH AMERICA; (II) THE LOCAL RSA SALES AFFILIATE, IF CUSTOMER IS LOCATED OUTSIDE THE UNITED STATES, MEXICO OR SOUTH AMERICA AND IN A COUNTRY IN WHICH RSA HAS A LOCAL RSA SALES AFFILIATE; OR (III) RSA SECURITY & RISK IRELAND LIMITED OR OTHER AUTHORIZED RSA ENTITY AS IDENTIFIED ON THE RSA QUOTE OR STATEMENT OF WORK, IF CUSTOMER IS LOCATED OUTSIDE THE UNITED STATES, MEXICO OR SOUTH AMERICA AND IN A COUNTRY IN WHICH RSA DOES NOT HAVE A LOCAL SALES AFFILIATE).
- B. IS SUBJECT TO THE PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN OUTSEER AND CUSTOMER, THE TERMS OF WHICH ARE INCORPORATED HEREIN BY REFERENCE (THE “**AGREEMENT**”). IN THE EVENT OF A CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THIS TRAINING AGREEMENT AND THE TERMS AND CONDITIONS OF THE AGREEMENT, WITH RESPECT TO THE SERVICES, THE TERMS AND CONDITIONS OF THIS TRAINING AGREEMENT SHALL GOVERN.
- C. SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH CUSTOMER MAY PERIODICALLY ENGAGE OUTSEER TO PROVIDE CERTAIN EDUCATIONAL SERVICES (“**SERVICES**”) TO CUSTOMER.

Unless Outseer agrees otherwise in writing, this Training Agreement governs Customer’s receipt of the Services set forth herein, except to the extent all or any portion of the Services are subject to a separate written agreement set forth in a quotation or statement of work issued by Outseer. This Agreement may be superseded by any written agreement signed by both Customer and Outseer.

- (a) All materials provided by Outseer University for training services are the property of Outseer. Customer shall not duplicate such materials and may use the materials solely in conjunction with the training provided by Outseer hereunder. Use of Outseer On-Demand Training (e.g. Outseer On-Demand Learning, On-Demand Labs and On-Demand Classroom training) is limited to a single user. Outseer reserves all rights not expressly granted to Customer in the applicable governing agreement.
- (b) An order for training services is valid for a period of twelve (12) months from the date of purchase (the “Term”) and may not be combined with other discounts, offers or promotions.
- (c) Customer will be invoiced for Outseer training at the time of order submission and expected to pay in accordance with Section 6 of the Agreement.
- (d) Training courses are non-cancelable and non-refundable. Changes to a course order will only be accepted in writing. If for any reason you wish to reschedule a training course your request must be received at least (10) business days prior to the start date for the scheduled training course for which you registered. Full tuition will be charged for rescheduling requests received less than (10) business days prior to the start date for the scheduled training course. The same rules apply to any virtually delivered training courses as well. Please note that once activated, any On-Demand training courses may not be substituted for another course, it will be viewed as delivered and consumed.
- (e) In the event Outseer cancels or reschedules a public open enrollment course, you will be notified of such cancellation or rescheduling by Outseer. Once notified you may request a refund or you may reschedule your attendance. In no event will Outseer be liable for nonrefundable travel arrangements in the event of a course cancellation or rescheduling.
- (f) At the end of the applicable Term, any pre-paid, remaining unused training shall expire and shall be forfeited. No refunds shall be provided based on any remaining, pre-paid unused training. All classes must be registered and attended during the Term; provided, however, if Outseer cancels and reschedules a class past the “expiration date” of the Term, you may attend the next scheduled training class.
- (g) For Private Classroom (on-site courses), the Customer shall provide a classroom which will allow sufficient space to accommodate the expected number of students (limit of ten (10) students per class), will support connection to the Outseer University virtual lab environment (if applicable), table space for a computer for each student, a blackboard or whiteboard for instructor use, and a projector for presentations and demonstrations. If space such as a conference room is being utilized as a classroom, it should be located in an area that affords minimal external distractions and noise. A proximity to services such as rest rooms and coffee/food service is also helpful; students tend to maximize their learning experience in a comfortable environment.
- (h) Travel will require written approval by Customer and will be invoiced at actual cost.