

The purchases of education services from Tech Data are subject to these terms and conditions (“Agreement”) regardless of other or additional terms or conditions that conflict with or contradict this Agreement in any Customer purchase order, work order, document, or other communication (“Order”). Pre-printed terms and conditions on any Order and/or Tech Data’s failure to object to conflicting or additional terms in an Order will not change or add to the terms of this Agreement.

1. INTERPRETATION

- 1.1 The following definitions and rules of interpretation apply in this Agreement:
- “**Business Day**” means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
- “**Class**” is an individually-scheduled session of a Course;
- “**Content**” is the intellectual property of Tech Data or of other vendors (all vendors collectively, “**Providers**”). “Content” includes Training Materials, all revisions to Training Materials, manuals, instructor notes, literature, methodologies, electronic Training and case study images, policies and procedures, documentation, machine-readable instructions, components, data, audio-visual content (such as images, text, recordings, or pictures), and all other Training-related property created by Providers or by Tech Data;
- “**Courses**” are curriculum offerings provided by Tech Data;
- “**Customer**” or “**you**” is any end user who enrolls in or contracts for Services offered by Tech Data, including an individual Student or a corporate entity, without regard to whether such end user actually participates in taking a Class or Course;
- “**Education Provider’s Discounts**” are discounts offered by Providers in the form of vouchers, learning credits, promotion codes or similar such payment methods;
- “**Instructor-Led Online Training**” is online Training that is taken remotely by a Student but is regulated and monitored by an Instructor;
- “**Private Training**” is an Instructor-Led Training session that is offered to Students from one enterprise. A Private Training session is held at a Customer-designated location, at Tech Data location, or other designated or mutually agreed location;
- “**Public Training**” is a generally-available, Instructor-Led session that contains individually priced seats for Students from more than one enterprise, is open to public registration, and is listed in the education services Catalogue (“**Catalogue**”) which Tech Data Academy publishes from time to time or makes available on Training web-sites;
- “**Self-Paced Virtual Training**” is a self-study Training provided via electronic media that is taken on a Student’s own time;
- “**Services**” means the provision of educational or Training services offered by Tech Data;
- “**Student**” is anyone who actually is enrolled in and participates in a Class or Course;
- “**Subscription**” delivers access to Virtual Training resources in a single packaged offering for a specified term;
- “**Tech Data**” means Tech Data Limited (registered number 01691472, VAT number is GB 385 524 235) of Redwood 2, Crockford Lane, Chineham Business Park, Basingstoke, Hampshire RG24 8WQ;
- “**Tech Data Academy**” is the trade name of the enterprise created by Tech Data that provides educational Services;
- “**Training**” is any Class or Course component of education Services, including, but not limited to, any Private Training, Public Training, Instructor-Led Online Training, or Self-Paced Virtual Training or Virtual Training in form of Class(es) or Course(s);
- “**Training Credits**” are the electronic equivalent of pre-paid vouchers that can be applied to any purchase of Services from Tech Data. The purchaser pays the retail or list price for Services less a discount. Once purchased, the face value of the Training Credit is the full retail or list price. Training Credit amounts, which are paid into a Customer’s account, function as an electronic debit account;
- “**Training Material(s)**” consist(s) of Student manuals, exercise documents, lab documents, presentation slides, and related Content that is delivered during a Class or Course; and
- “**Virtual Training**” is an online Training Course that is taken remotely by a Student.
- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 A reference to a party includes its successors and permitted assignees.
- 1.4 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision

includes all subordinate legislation made under that statute or statutory provision.

- 1.5 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.6 A reference to **writing** or **written** includes email.

2. BASIS OF CONTRACT

- 2.1 This Agreement applies to:
- (a) enrolment and attendance at a Training offered by Tech Data;
 - (b) ordering and use of a self-study Training;
 - (c) the provision and use of Training Materials as part of a Class or Course, or independently; and
 - (d) the provision of other Education Services by Tech Data.
- 2.2 Occasionally, Services have additional or different terms (Other Terms). If so, Tech Data will provide those Other Terms to you. For example, Private Trainings may have different terms and conditions outlined in the offer document from Tech Data.
- 2.3 This Agreement, Other Terms (if any), any applicable license agreement, and an enrolment confirmation letter are the complete agreement between the parties regarding the Services that Tech Data provides, and collectively replace any prior oral or written communications between the parties.
- 2.4 You accept this Agreement by signing it or by ordering or receiving a Service, including ordering or attending a Training, ordering or using Training Materials, or accessing an online Training.

3. TRAINING AND TRAINING MATERIALS

- 3.1 Tech Data provides Training descriptions at Tech Data Academy website, which include objectives and Student prerequisites. It is your responsibility to ensure that you meet the stated prerequisites for any Training. For Public and Online Training, it is your responsibility to review the machine requirements listed in the Training description to ensure that your system meets the minimum requirements for that session. After you submit an on-line order form, you should receive a confirmation e-mail with communication about your ID and password, and additional instructions to start the session. Once you receive your ID and Password, you will be given a period of time to complete the Online Training.
- 3.1 Tech Data provides no written assessment of your performance in Training.
- 3.2 Tech Data may add, withdraw or modify Public Training and any Training Materials at any time without notice.
- 3.3 For Private Training, Tech Data will negotiate a written agreement with you regarding the dates, premises, content, prerequisites and any such other terms as necessary.

4. SCHEDULING OF TRAINING

- 4.1 Tech Data specifies the dates of Public Training at Tech Data Academy website. Private Training will be scheduled by mutual agreement.
- 4.2 Tech Data may cancel, defer or modify (including location) any scheduled Training on 10 working days’ notice. If Tech Data cancels a Training for which you have prepaid, Tech Data will offer to transfer your booking to a mutually suitable alternate date, if available, or refund the price you paid to Tech Data. Tech Data will not be responsible for any loss incurred by you, e.g. travel expenses, as a result of Tech Data’s cancellation or deferral of a Training. Therefore, you should not make any non-refundable travel reservations in anticipation of attending any Training. Should Tech Data

modify a Training date or location, you may cancel from the rescheduled session without charge.

- 4.3 In the event that the lecturer cannot hold a Training due to illness or any other unforeseeable event, Tech Data will make reasonable efforts to continue the session with an alternate lecturer. Should the Training not continue, or begin, Tech Data will attempt to reschedule it. If the Training cannot be rescheduled, or the rescheduled date is not acceptable, Tech Data will refund the fee to the Customer.
- 4.4 Clause 4 will be Tech Data's sole liability upon Tech Data's cancellation of scheduled Training.

5. PRICES AND PAYMENT

- 5.1 The prices listed for any Training or Services in the Catalogue at Tech Data Academy website are subject to change without notice.
- 5.2 Prices for Public Training will be those in effect at the time your Training begins (for the avoidance of doubt, when the Training session begins, Tech Data shall access and charge the payment method you have provided to Tech Data when the Training was booked or reserved). Prices for Public Training include the use of required Training Materials. You are responsible for all costs related to accessing the Training Materials either on your own machine or via connection to Tech Data's websites.
- 5.3 Prices for Private Training will be established based on your requirements. Additional charges may apply, such as instructor travel, accommodation and living expenses, facilities, and remote laboratory support. All charges will be specified in the applicable letter of offer, quotation, or invoice from Tech Data. Prices include delivery and licensing of the Training Materials.
- 5.4 If any authority imposes a duty, tax, levy, or fee upon any transaction under this Agreement then you agree to pay that amount as specified in an invoice, unless you have previously supplied exemption documentation. Prices include any late payment fees, but do not include taxes, Student travel, accommodation and living expenses, for which you will be invoiced separately. Tech Data reserves the right to require payment in advance of any Training or other educational Service.

6. PROMOTIONS

- 6.1 Promotions may be offered from time to time by Tech Data. The nature and conditions of such promotions will be listed at Tech Data Academy website. You should refer to that website to determine:
- (a) if any promotions apply to you; and
 - (b) the restrictions and conditions of those promotions.
- 6.2 Training Credits, as defined above, are an example of a promotion that may be available from Tech Data.

7. CANCELLATION

- 7.1 Cancellation of Training may result in cancellation charges, as follows:
- (a) Private Training:
Cancellations made twenty-one (21) or more working days prior to the scheduled start date of the Training will be at no cost to you, provided you send the cancellation notice in writing or by email. Cancellations made twenty (20) to eleven (11) working days prior to the scheduled start date of the Training will result in a cancellation charge of 50% of the full price of the session. Cancellations made ten (10) working days or less prior to the scheduled start date of the Training will result in a cancellation charge of the full price of the session.
- (b) Public Training:
- (i) You may cancel or postpone your attendance at a Public Training course by contacting Tech Data in writing (email is acceptable). Cancellations made with eleven (11) or more working days' notice from the start of the class is without any charge to you. If you cancel or postpone your attendance with less than eleven (11) days' notice from the start of the class, or you fail to attend the Training or if a supplied Education Provider's Discount is not redeemable, you will be charged for the full price of the Training.
 - (ii) You may substitute another Student from the same company if the

substitute meets the prerequisites for the Training. Substitution will result in an administration fee of GBP 50 (or equivalent in local currency). This substitution fee also applies to Customers who have paid with Training Credits.

(c) Self-Paced, Virtual and web-based Training:

You may not cancel once you submit an order for a Self-Paced Virtual Training, Virtual Training or a web-based Training. ONCE YOU SUBMIT YOUR ORDER, TECH DATA WILL NOT BE ABLE TO CANCEL THE ORDER.

(d) Subscriptions:

You may not cancel, transfer or assign any Subscription order.

8. LICENSE AND INTELLECTUAL PROPERTY PROTECTIONS

- 8.1 An enrolment confirmation letter (or e-mail) received from Tech Data is the evidence of your Proof of Entitlement to a Training and your authorisation to use Training Materials.
- 8.2 Tech Data grants the Student a nonexclusive non-transferable license to use or modify the provided electronic copy of Training Material for Student's own personal use only. The Student may retain one printed copy of Training Materials supplied in document format for his or her own use. All other documents must not be taken from the Training room and remains Tech Data's property. You agree not to use audio or video recording equipment during Training without Tech Data's prior written consent. You agree not to use trademarks, trade names, or other designations without prior written consent.
- 8.3 Customer shall not:
- (a) reproduce, process, publicly communicate, use, copy, modify, create derivative works or distribute the Content except as provided herein;
 - (b) copy, reverse assemble, reverse compile, or otherwise translate, in whole or in part, the Content or software, including license keys, except as specifically permitted by law without the possibility of contractual waiver; or
 - (c) sublicense, rent, or lease the Content.
- 8.4 For Private Training, you may not retain a copy of the provided software used for labs and on completion of the Service(s) you must delete any such software from all machines.

9. WARRANTY

TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, SERVICES AND ANY RELATED MATERIALS PROVIDED BY PROVIDERS IN CONNECTION WITH SERVICES ARE PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, COMPATIBILITY OF SOFTWARE OR EQUIPMENT OR ANY RESULTS TO BE ACHIEVED THEREFROM. PROVIDERS MAKE NO WARRANTIES OR REPRESENTATIONS THAT SERVICES WILL BE FREE FROM ERROR OR LIABILITY.

10. LIMITATION OF LIABILITY

- 10.1 Circumstances may arise where, due to Tech Data's default or other liability, you are entitled to recover damages from Tech Data. For the avoidance of doubt, your exclusive remedy for any and all damages under this Agreement is against Tech Data and not against Providers. In each such instance, Tech Data are liable only for your direct damages up to an amount not exceeding the lesser of:
- (a) GBP 25,000 (twenty five thousand); or
 - (b) the amounts paid for the Training or Training Material that is the subject of the claim; or
 - (c) in case of recurring charges - up to twelve (12) months charges.
- 10.2 This limit applies collectively to Tech Data, its subsidiaries, contractors, subcontractors, Providers and suppliers. It is the maximum for which we are collectively responsible.

- 10.3 Under no circumstances are Tech Data, Providers, or Tech Data's subcontractors liable for any of the following, even if Tech Data are informed of their possibility:
- (a) third-party claims against you for losses or damages, and no right or cause of action for any third party is created by this Agreement;
 - (b) loss of, or damage to, your records or data;
 - (c) loss of or damage to goodwill
 - (d) loss of profits, sales, business or business opportunity, agreements or contracts or anticipated savings;
 - (e) special, incidental, or indirect damages or for any economic consequential damages (including lost profits, business, revenue, goodwill, or anticipated savings); or.
 - (f) damages arising out of a modification of the Content, Training Materials or related courseware by you or on your behalf.
- 10.4 The limitations on liability under Clause 10 does not apply in cases of damages that cannot be limited under applicable law, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

11. DATA PROTECTION AND CONFIDENTIALITY

- 11.1 Tech Data and the Customer shall each comply with the requirements of the applicable data protection legislation. The terms used in this clause shall have the meaning given to them in the General Data Protection Regulation ("GDPR") or otherwise applicable data protection legislation. Customer warrants that it has obtained Personal Data supplied to Tech Data in a compliant manner and has all necessary authorisation, approvals, contracts, consents and notices in place to enable lawful use, processing and transfer of the Personal Data to and by Tech Data, its subsidiaries, contractors, subcontractors, Providers and suppliers.
- 11.2 The Customer acknowledges that it has read and understood [Tech Data's Privacy Policy](#) and [Tech Data Academy Privacy Notice](#) and agrees at all times to comply with them.
- 11.3 Each party undertakes that it shall not at any time during this Agreement, and for a period of two (2) years after termination or expiration of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as required for the purposes of carrying out the party's obligation under this Agreement.

12. PROHIBITIONS

- 12.1 Certain Content or Services may be subject to financial sanctions or export control laws, regulations and orders of the United States or other countries (collectively, "**Restrictions**"). You will not directly or indirectly export or divert any Content or Services to any individual, third party or country where such export or financial transaction is prohibited by Restrictions.
- 12.2 You agree that you are responsible to obtain any license to export, re-export, or import as may be required. In addition, you represent and warrant that you are not named on any government listing of denied parties, including, but not limited to, the United States Office of Foreign Assets Control ("**OFAC**") list of Specially Designated Nationals; that you are not a citizen of, or residing in, the countries embargoed or sanctioned from time to time pursuant to OFAC regulations and laws related thereto, or the Export Administration Regulations of the U.S. Bureau of Industry and Security. You certify that you will not transmit or deliver in any way any of the Content or Services to denied parties or to countries or nationals of countries in violation of Restrictions.
- 12.3 You confirm that the Content or Services provided to you will not be used for any prohibited use including, but not limited to, the design, development, production, or use of nuclear materials, nuclear facilities, or nuclear weapons; the design, development, production, or use of missiles or support of missiles projects; and or the design, development, production, or use of chemical or biological weapons.

13. GENERAL

- 13.1 Tech Data may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement.
- 13.2 You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Tech Data.
- 13.3 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- 13.4 Any notice shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am UK time on the second Business Day after posting.
- This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 13.5 **Severance.** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 13.6 **Waiver.** A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 13.7 **No partnership or agency.** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 13.8 Changes or additions to this Agreement may be made at any time without notice to you. You are required to check the terms and conditions of this Agreement on a regular basis at Tech Data's website to obtain the most current version. Additional or different terms and conditions in any order or communication from you are void.
- 13.9 This Agreement and any dispute or claim (including non- contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.