

VIRTUAL INSTRUMENTS CORPORATION**Training Services Supplement**

This Supplement for Training Services (“Training Supplement” or “Supplement”) supplements and amends the _____ Agreement dated _____ executed between _____ (“Purchaser”) and Virtual Instruments Corporation (the “Agreement”).

Capitalized terms used but not defined in this Supplement have the meaning given to them in the Agreement. Notwithstanding anything stated to the contrary in any Agreement between the parties, in the event of any inconsistency between the terms of this Supplement and those of the Agreement, the terms of this Supplement will take precedence, but solely as to the Training Services.

1. Definitions.

“**Accreditation Badge**” or “**Certification Badge**” or “**Badge**” means the Virtual Instruments’ design or logo a Student may be given a license to use in accordance with this Agreement and Virtual Instruments’ Badge use policy after Accreditation or Certification.

“**Accreditation**” means Virtual Instruments’ accreditation of a Student as having successfully fulfilled the requirements of one of Virtual Instruments’ accreditation tracks.

“**Certification**” means Virtual Instruments’ certification of a student as having successfully fulfilled the requirements of a Virtual Instruments’ certification path.

“**Course Materials**” means the content of any lecture, all training materials, documentation, course notes, lecture materials, sample databases or other data, and any information related to the Products that is delivered by Virtual Instruments to a Student during the Training Services in whatever format, including electronically.

“**Purchaser**” means the party that will receive the Training Services. If the party to this Training Services Supplement is obtaining Training Units for its internal business use, then it is a Purchaser whether Training Services are purchased directly from Virtual Instruments or indirectly through an authorized reseller of Training Services the Purchaser is the specific End User identified on the reseller’s Order for Training Services.

“**Onsite Training Course**” means a Training Course to be taught by a Virtual Instruments

instructor at Purchaser’s facility, or at a venue arranged and paid for by Purchaser.

“**Student**” means an individual authorized by the Purchaser participating in Training Services.

“**Training Account**” means an individual account with Virtual Instruments University that holds Training Units acquired by Purchaser.

“**Training Courses**” means instructional courses provided by Virtual Instruments regarding the Products as listed on the training pages on the Virtual Instruments website located at: www.virtualinstruments.com.

“**Training Services**” means the provision of Training Courses and Course Materials to Students by Virtual Instruments as described in the training pages on the Virtual Instruments website located at: www.virtualinstruments.com Training Services may be provided in a number of formats including: (i) by a live instructor (onsite at a Purchaser’s facility, at Virtual Instruments’ training center or facilities, or at another mutually-agreed to venue); (ii) online, either via live transmission from Virtual Instruments’ training studio, or as pre-recorded, web based self-paced training.

“**Training Unit**” means prepaid Virtual Instruments training currency used to purchase Training Services.

“**Training Balance**” means unused Training Units available to Purchaser after Training Units have been Redeemed.

“**Redemption**” and its derivatives means that the Student has registered for a Training Service and either (i) has completed the particular Training

Service, or (ii) has forfeited the Training Unit by any of the means set forth in Section 5 below.

“**Training Services Term**” means the one (1) year period from the date of submittal of an Order for Training Services.

2. Ordering and Payment. From time to time, Purchaser may submit Orders to Virtual Instruments for the purchase of Training Units. Each Order will identify the total Training Units purchased and associated fees payable to Virtual Instruments, which are due and payable in accordance with the payment terms in the Agreement or, if no payment terms are set forth in the Agreement, within thirty (30) days from the date of Virtual Instruments’ invoice. Training Units purchased are non-refundable. Training Units purchased by Purchaser will be held in Purchaser’s Training Account for a period of twelve (12) months from the date the Training Units were acquired. At the time a Student registers to participate in Training Services, Virtual Instruments will reduce Purchaser’s Training Balance by the number of Training Units required to participate in the applicable Training Services. If scheduled Training Services exceed the Training Balance, Purchaser will inform Virtual Instruments and the parties will issue a supplemental Order for additional Training Units. Virtual Instruments may decline to register any Student in a Training Service if doing so will cause Purchaser to exceed its available Training Balance. Purchaser acknowledges and agrees that it is responsible for monitoring its Training Balance and that Virtual Instruments does not assume a duty to do so on Purchaser’s or Purchaser’s behalf.

3. Registration. Registration for an Onsite Training Course requires direct assistance from Virtual Instruments. Purchaser will initiate registration for an Onsite Training Course by sending an email request to: training@virtualinstruments.com. Students will register for all other Training Services through Virtual Instruments University.

4. Training Unit Allocation. Virtual Instruments is solely responsible for determining the number of Training Units required for a Student to participate in Training Services. The required number of Training Units for a Student’s participation the applicable Training Services will be provided in Virtual Instruments’ list prices in effect at the time of registration. Purchaser is solely responsible for selecting or having its Students register as described above for Onsite Training Courses or, via

the online training services portal provided by Virtual Instruments.

5. Forfeiture of Training Units. Training Units will be considered Redeemed when a Student has completed the particular Training Service, or in any of the following circumstances: (i) at the conclusion of the Training Services Term; (ii) if the Student fails to cancel a scheduled Training Service within the time frames required under Section 7.4, or does not attend a Training Service for which the Student is registered; (iii) if the Student partially attends but does not complete a scheduled Training Service, except for a force majeure condition or if otherwise excused by Virtual Instruments in its sole discretion. Neither Purchaser nor Purchaser will receive a refund or credit for any Training Balance, except for cancellations of Training Services initiated by Virtual Instruments during the last month of the Training Services Term.

6. Scheduling and Delivery of Training Services. The schedule and manner of delivery of particular Training Services will be as described in the training pages on the Virtual Instruments website located at: www.virtualinstruments.com, or as otherwise mutually agreed upon in writing between the parties. Onsite Training Courses must be scheduled within one hundred eighty (180) days from the date of the registration of the Training Course

7. Cancellation of Training Courses.

7.1 Cancellation by Virtual Instruments. It may be necessary for Virtual Instruments to cancel or postpone a scheduled Training Course from time to time. If Virtual Instruments cancels or postpones a scheduled Onsite Training Course, or a Training Course to be taught at Virtual Instruments’ training Center, Virtual Instruments will use diligent efforts to provide Purchaser with fifteen (15) calendar days’ prior notice of any cancellation initiated by Virtual Instruments or need to reschedule. If Virtual Instruments cancels or postpones a scheduled Training Course taught by an instructor online, in real time, Virtual Instruments will use diligent efforts provide Purchaser with five (5) calendar days’ notice of the cancellation (or need to reschedule.) The parties will work in good faith to promptly reschedule the Training Course.

7.2 Virtual Instruments may add or withdraw Training Courses and Course Materials from the Training Services curriculum at any time without notice.

7.3 DISCLAIMER OF LIABILITY FOR EXPENSES. UNDER NO CIRCUMSTANCES WILL VIRTUAL INSTRUMENTS BE RESPONSIBLE FOR PURCHASER'S OR PURCHASER'S EXPENSES INCURRED AS A RESULT OF VIRTUAL INSTRUMENTS' CANCELLATION OR POSTPONEMENT OF A TRAINING COURSE, INCLUDING BUT NOT LIMITED TO, TRAVEL EXPENSES, AND EXPENSES ASSOCIATED WITH SECURING A TRAINING VENUE.

7.4 Cancellation by Purchaser.

7.4.1 If Purchaser cancels or postpones a scheduled Onsite Training Course and:

(i) provides Virtual Instruments with notice of the cancellation (or need to reschedule) at least thirty (30) calendar days' prior to the scheduled start date of the Training Course (not including the first day of class), Purchaser's Training Account will be credited fifty percent (50%) of Training Units that were removed from Purchaser's Training Account at the time of registration of the Training Services, and Purchaser will pay all costs for shipment of Course Materials, which will be invoiced and paid in accordance with the terms of the Agreement or, if no payment terms are set forth in the Agreement, within thirty (30) days from the date of Virtual Instruments' invoice.; or

(i) provides Virtual Instruments with notice of the cancellation (or need to reschedule) less than twenty nine (29) calendar days' prior to the scheduled start date of the Training Course (not including the first day of class), Purchaser's Training Account will not receive a credit of Training Units removed from Purchaser's Training Account at the time of registration of the Training Services and Purchaser will pay all costs for shipment of Course Materials, which will be invoiced and paid in accordance with the terms of the Agreement or, if no payment terms are set forth in the Agreement, within thirty (30) days from the date of Virtual Instruments' invoice.

7.4.2 If Purchaser cancels or postpones a scheduled Training Course to be taught by an instructor at Virtual Instruments' training Center or by an instructor live online and:

(i) provides Virtual Instruments with notice of the cancellation (or need to reschedule) at least twenty one (21) calendar days' prior to the scheduled start date of the Training Course (not including the first

day of class), Purchaser's Training Account will receive credit of seventy five percent (75%) of the Training Units that were removed from Purchaser's Training Account at the time of registration of the Training Services; or

(ii) provides Virtual Instruments with notice of the cancellation (or need to reschedule) between fourteen (14) and twenty (20) calendar days' prior to the scheduled start date of the Training Course (not including the first day of class), Purchaser Training Account will receive credit of fifty percent (50%) of the Training Units that were removed from Purchaser's Training Account at the time of registration for the Training Services; or

(iii) provides Virtual Instruments with notice of the cancellation (or need to reschedule) less than thirteen (13) calendar days' prior to the scheduled start date of the Training Course (not including the first day of class), Purchaser will not receive a credit of Training Units removed from Purchaser's Training Account at the time of registration of the Training Services.

8. Online Training Services. Purchaser acknowledges and agrees temporary interruptions of online Training Services may occur from time to time. Virtual Instruments will use reasonable efforts to restore the online Training Services within reasonable period of time.

9. Course Materials.

9.1 License to Use Course Materials. Subject to Virtual Instrument's receipt of payment of applicable fees for Training Units and compliance with this Supplement, Virtual Instruments grants to Purchaser a non-exclusive, limited, non-transferrable and revocable license to allow the individual Student participating in a Training Course to use the Course Materials for the sole purpose of receiving the Training Services and, upon completion of the Training Course, for the Student's personal reference in connection with such Student's duties owed to the Purchaser in connection with the Products, and for no other purpose.

9.2 Restrictions. Purchaser may not: (i) allow any individual other than the Student enrolled in a Training Course to use the applicable Course Materials, (ii) reverse engineer, decompile, disassemble, translate, copy, reproduce, display, publish, create derivative works of, assign, sell,

lease, rent, license, sublicense or grant a security interest in all or portion of the Course Materials provided to Purchaser, or (iii) utilize the Course Materials to replicate or attempt to perform the Training Services or to develop or attempt to develop any of the products described in the Course Materials for Purchaser employees or any other third party.

10. Third Party Intellectual Property. Purchaser acknowledges that in order to effectively participate in Training Services it may be necessary for a Student to use certain third party software applications, or other third party products as outlined in the course prerequisites.

11. Purchaser's Liability for Students. In order to be eligible to participate in Training Services, Students are required to enter into the terms and conditions of the Virtual Instruments Training and Certification Agreement, directly and personally with Virtual Instruments. **PURCHASER WILL REMAIN JOINTLY AND SEVERALLY LIABLE FOR THE COMPLIANCE OF STUDENTS (WHO UTILIZE PURCHASER'S TRAINING UNITS TO PARTICIPATE IN TRAINING SERVICES) WITH ALL OF THE APPLICABLE TERMS AND CONDITIONS OF THIS SUPPLEMENT, THE AGREEMENT, AND IN CONNECTION WITH SERVICES PERFORMED BY THE ACCREDITED AND/OR CERTIFIED STUDENT WITHIN THE SCOPE OF EMPLOYMENT WITH PURCHASER, THE VIRTUAL INSTRUMENTS TRAINING AND CERTIFICATION AGREEMENT.**

12. Intellectual Property. Virtual Instruments and its licensors retain all right, title, and interest in and to all Course Materials and Training Services, and any improved, updated, modified or additional version of the foregoing. Rights not granted in this Supplement are reserved and prohibited. All Course Materials and the Training Services are the proprietary and confidential information of Virtual Instruments and its third party licensors, and are subject to the confidentiality provisions of the Agreement. Purchaser is expressly forbidden from disclosing or transmitting the Course Materials, in whole or part to any third party without the prior written consent of Virtual Instruments. The Course Materials are protected by copyright laws, international treaties, and trademark, trade secret, patent and other intellectual property laws. Neither party grants any right, title or interest to the other party as a result of the provision of the Training Services except as expressly stated herein.

13. Certification Badge.

13.1. Subject to the terms of the Virtual Instruments Training and Certification Agreement and upon successful completion and maintenance of the requisite training courses and other certification or accreditation requirements, a Student may become certified or accredited by Virtual Instruments. A Certification Badge is specifically granted by Virtual Instruments to an individual Student. Upon a Student's execution of the Training and Certification Agreement and successful completion of the certification or accreditation Requirements, An individual is entitled to represent himself or herself as such, and will be allowed a limited right to display the Virtual Instruments Certification Badge in accordance with the terms of the Virtual Instruments Training and Certification Agreement.

13.2. Purchaser agrees that it will not: (i) receive a Certification Badge, (ii) control the certification or accreditation status of a Student, nor (iii) have authority to declare its self a certified or accredited. Certification Badges are not transferrable between individuals, and are cancellable by Virtual Instruments for an individual's failure to maintain requirements, or for any other reason in Virtual Instruments' sole discretion.

14. DISCLAIMERS OF WARRANTY AND LIABILITY. THE COURSE MATERIALS, TRAINING SERVICES, ACCREDITATION AND CERTIFICATION PROGRAMS, BADGES AND ANY OTHER MATERIALS PROVIDED OR MADE AVAILABLE BY VIRTUAL INSTRUMENTS PURSUANT TO THIS SUPPLEMENT AND THE AGREEMENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, VIRTUAL INSTRUMENTS, ITS SUPPLIERS, LICENSORS AND CONTRACTORS DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

VIRTUAL INSTRUMENTS MAKES NO WARRANTY AS TO RESULTS TO BE ATTAINED BY ATTENDING A TRAINING COURSE OR USE OF COURSE MATERIALS, NOR DOES IT HAVE ANY OBLIGATION TO PROVIDE CERTIFICATION OR ACCREDITATION TO

STUDENTS THAT PARTICIPATE IN TRAINING SERVICES.

CERTIFICATION OR ACCREDITATION OF A STUDENT DOES NOT GUARANTEE PROFICIENCY IN THE USE OF VIRTUAL INSTRUMENTS PRODUCTS. VIRTUAL INSTRUMENTS SPECIFICALLY DISCLAIMS ALL LIABILITY ASSOCIATED WITH THE ACTIONS OR INACTIONS OF A VIRTUAL INSTRUMENTS CERTIFIED OR ACCREDITED INDIVIDUAL.

15. Security. Students participating in Training Services held at Virtual Instruments' premises are subject to Virtual Instruments' reasonable onsite security requirements. Virtual Instruments may refuse any Student admission to a Training Course, if it considers that Student to be a safety or security risk to other course participants or the premises where the course is being held. Additionally, Virtual Instruments may request any person in breach of its course regulations to leave the Virtual Instruments premises or other premises where the Training Course is held. Fees paid for Training Units for a Student not admitted, or removed due to these circumstances will be forfeited and Purchaser will not be entitled to a refund for any portion thereof.

16. Subcontracting. Notwithstanding any term to the contrary in the Agreement, Purchaser agrees that Virtual Instruments may subcontract the

performance of any Training Services in its discretion. Virtual Instruments will remain liable for all acts or omissions of any subcontracted instructor to the same extent assumed by Virtual Instruments for itself under the Agreement.

17. Term; Termination.

This Agreement will be in effect from the date Purchaser either clicks "I AGREE" or executes a signature version (whichever is applicable to Purchaser) ("**Effective Date**") and will be coterminous with the Agreement, and may be terminated in accordance with the termination provisions of the Agreement. Termination of this Supplement will not terminate the Agreement or any other supplements issued under such Agreement.. Immediately upon termination of this Agreement, Purchaser will immediately cease all use of Course Materials, and information provided or made available to it or its Students in connection with the Training Services. Virtual Instruments' termination under this Section 17 will not prejudice any rights Virtual Instruments may have under this Agreement or in law, equity or otherwise.

The parties hereby agree that they have read, understood and agreed to this Training Services Supplement, as evidenced by the signatures of their respective duly authorized representatives.

Purchaser

Virtual Instruments Corporation

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____