

1. **Scope.** Pursuant to the written offer (the "**Quote**") to provide certain credits ("**Training Credits**") for prepaid information technology training services (the "**Training**") which references these Training Credit Terms (the "**Terms**"), Trace3, Inc., a California corporation ("**Trace3**"), hereby offers to sell to the client named therein ("**Client**") such Training referenced therein.
2. **Acknowledgment.** CLIENT ACKNOWLEDGES AND AGREES THAT: (A) THE QUOTE AND ANY WRITTEN ORDER TO PURCHASE THE TRAINING CREDITS (A "**PURCHASE ORDER**" AND, TOGETHER WITH THE QUOTE, THE "**PURCHASE DOCUMENTS**") PROVIDED BY CLIENT TO TRACE3 IN RESPONSE TO SUCH QUOTE IS MADE SUBJECT TO THESE TERMS; (B) THESE TERMS WILL GOVERN THE RELATIONSHIP BETWEEN TRACE3 AND CLIENT AND PREVAIL NOTWITHSTANDING ANY VARIANCE OR CONFLICT WITH ANY TERMS CONTAINED IN ANY PURCHASE ORDER, STATEMENT OF WORK OR OTHER AGREEMENT OR INSTRUMENT SUBMITTED BY CLIENT TO TRACE3; (C) ANY PRE-PRINTED OR OTHER TERMS OR CONDITIONS INCLUDED WITH OR IN ANY OF THE DOCUMENTS REFERENCED IN ITEM (B) WILL HAVE NO EFFECT WHATSOEVER; (D) TRACE3 RESERVES THE RIGHT TO REJECT OR ACCEPT ANY PURCHASE ORDER SUBMITTED BY CLIENT, IN ITS SOLE DISCRETION; AND (E) TRACE3'S ACCEPTANCE OF ANY PURCHASE ORDER IS MADE SUBJECT TO CLIENT'S ACCEPTANCE OF THESE TERMS.
3. **Prepaid Training.** Training Credits purchased by Client under these Terms are prepaid. Client may (a) apply such Training Credits for future Training, or (b) apply such Training Credits for previously scheduled Training under then-existing Master Service Agreements, Statements or Work or other consulting agreements between Client and Trace3 ("**Previously Scheduled Training**") (provided, that Client and Trace3 will mutually agree upon the rate for applying such Training Credits to Previously Scheduled Training).
4. **Scope of Training.** Training provided in exchange for Training Credits under these Terms will be limited to (a) pre-scheduled public training courses offered by Trace3 from time to time, and (b) customized training courses specifically described in the Quote. Client requests for Training outside the scope of items (a) and (b) above may be provided, in Trace3's sole discretion, (i) in accordance with resource and personnel availability, or (ii) pursuant to Section 10.
5. **Supported Locations.** Provision of Training will be provided at any Trace3 office (a "**Trace3 Training Site**"). Provision of Training at any site other than a Trace3 Training Site (including, without limitation, a Client facility) may be provided, in Trace3's sole discretion, in accordance with resource and personnel availability.
6. **Fees.** Fees for Training (the "**Fees**") will be stated in one or more invoices submitted for payment by Trace3 to Client (each, an "**Invoice**"); provided, that Client may purchase at any one time a maximum of \$250,000 worth of Training Credits under these Terms. Trace3 will invoice Client for 100% of the Fees upon Trace3's acceptance of a Purchase Order.
7. **Payment Terms.** Client commits to pay 100% of the Fees prior to the performance of any Training (and in any event within 30 days of the date of issuance of an Invoice by Trace3 to Client). Trace3 reserves the right to refuse performance of Training to Client if any delinquent Invoices are outstanding.
8. **Standard Order Procedure.** Training Credits may only be ordered by Client by mailed, e-mailed or faxed Purchase Orders referencing the applicable Quote and these Terms and stating the quantity of Training Credits, specific qualifications and applicable price. Purchase Orders will be subject to written acceptance by Trace3 and performance schedules will be established in accordance with personnel availability.
9. **Scheduling.** Client scheduling requests for (a) participation in pre-scheduled public training courses offered by Trace3 must be made at least 15 days in advance of such course, and (b) performance of customized training courses must be made at least 30 days in advance of the desired initial performance date and time. Client scheduling requests made with less than such advance notice periods may be made, in Trace3's sole discretion, in accordance with resource and personnel availability. Scheduling of all Training will be made in increments of \$15,000 or more. All Training will be provided during normal business hours (e.g., Monday through Friday between 8:00 am (PST) and 6:00 pm (PST); no weekends or public holidays). To the extent practicable for the requested Training, Trace3 personnel will utilize remote access tools (e.g., VPN accounts, WebEx, etc.) to provide Training; provided, that Client makes such remote access tools available to Trace3 personnel prior to scheduling such Training.
10. **Transfer of Credits.** Training Credits may be transferred towards information technology training services outside the scope of training under these Terms ("**Transfer**"), subject to a 15% transfer fee ("**Transfer Fee**"). Upon a Transfer, Trace3 will apply the prepaid Training Credits to be transferred ("**Transfer Credit Amount**") plus the Transfer Fee to Client's balance of prepaid Training Credits. If the amount of Transfer Credit Amount plus the Transfer Fee is greater than Client's balance of prepaid Training Credits, then Client will issue to Trace3 a purchaser order for the difference. Trace3 will promptly pay the Transfer Credit Amount to the Transfer training provider, at which time Client acknowledges that Trace3 will have no further obligations to Client under these Terms for such Transfer training.
11. **EXPIRATION.** ALL TRAINING CREDITS MUST BE UTILIZED BY CLIENT WITHIN TWELVE MONTHS FROM THE DATE OF PURCHASE (THE "**TRAINING WINDOW**"). CLIENT IS SOLELY RESPONSIBLE FOR MONITORING ITS USAGE OF ITS TRAINING CREDITS TO ENSURE COMPLETE USAGE OF SUCH TRAINING CREDITS DURING THE TRAINING WINDOW. UNUSED TRAINING CREDITS WILL AUTOMATICALLY EXPIRE AT THE END OF THE TRAINING WINDOW AND TRACE3 WILL NOT BE OBLIGATED TO REFUND OR RETURN ANY FEES TO CLIENT FOR UNUSED TRAINING CREDITS.
12. **Change Orders, Cancellation and Rescheduling.** Any and all changes to previously submitted Purchase Orders sought to be made by Client must be provided by mail, e-mail or fax notice from Client and are subject to approval by Trace3. All changes made to previously scheduled Training less than 20 businesses days in

advance of the desired initial Training date and time are subject to a redeployment charge equal to 30% of the requested change. A request to move the desired initial Training date and time forward or increase quantity of prepaid Training to be utilized may be provided, in Trace3's sole discretion, in accordance with resource and personnel availability. If Client cancels all or any portion of previously scheduled Training less than 20 business days in advance of the desired initial Training date and time, it will be assessed a redeployment charge equal to 30% of the net dollar reduction in Fees attributable to such canceled Training. If Trace3 is unable to meet the requested Training schedule, it will provide notice to Client as soon as it is reasonably aware of such situation. No amount of prepaid Training may be refunded except in the event Client and Trace3 have mutually agreed in writing to an exchange for other Training.

13. Limited Warranty. TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRAINING IS PROVIDED WITHOUT WARRANTY. TRACE3 DOES NOT MAKE ANY WARRANTIES, EITHER EXPRESS OR IMPLIED (WHETHER BY STATUTE OR OTHERWISE), INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS OF ANY KNOWLEDGE OF CLIENT'S SPECIFIC NEEDS. IF IMPLIED WARRANTIES MAY NOT BE DISCLAIMED BY APPLICABLE LAW, THEN ANY SUCH IMPLIED WARRANTIES ARE LIMITED IN DURATION TO 30 DAYS AFTER PROVISION OF THE TRAINING.
14. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS, EACH PARTY'S MAXIMUM LIABILITY FOR DAMAGES TO THE OTHER PARTY IN CONNECTION WITH THE PROVISION OF THE TRAINING HEREUNDER, WHETHER IN CONTRACT OR IN TORT (INCLUDING, WITHOUT LIMITATION, FOR BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT), WILL NOT EXCEED THE MAXIMUM AMOUNT OF PREPAID TRAINING WHICH CLIENT MAY PURCHASE AT ANY ONE TIME UNDER THESE TERMS PURSUANT TO SECTION 6. IN NO EVENT, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS, ARISING OUT OF OR IN CONNECTION WITH THE PROVISION OF THE TRAINING UNDER THESE TERMS.
15. Travel and Expenses. Client is responsible for any travel and related costs or expenses incurred by Trace3 personnel in furtherance of the provision of the Training ("**Travel and Expenses**"). Trace3 will invoice Client for any Travel and Expenses incurred by its personnel as such expenses are incurred and at the actual amount incurred and allowable under Trace3's travel and expense policies.
16. Relationship of the Parties. Trace3 is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venturer of Client or any of its affiliates. Nothing in these Terms or the Purchase Documents will be deemed to create a joint venture or partnership between the parties or any of Client's affiliates. Trace3 has no authority to represent or bind Client.
17. Force Majeure. Trace3 will not be liable to Client for any alleged loss or damages resulting from the provision of the Training being delayed by acts of Client, acts of civil or military authority, governmental priorities, fire, floods, epidemics, quarantine, energy crises, strikes, labor trouble, war, riots, accidents, shortages, delays in transportation, or any other causes beyond the reasonable control of Trace3 (each, a "**Force Majeure Event**"). Trace3 will (a) continue to use commercially reasonable efforts to perform its obligations under these Terms and the Purchase Documents to the extent possible, and (b) notify Client promptly when the Force Majeure Event has abated.
18. Assignment. Assignment of these Terms and/or the Purchase Documents will be prohibited without the express written consent of the other party, except that (a) each party reserves the right to assign these Terms and the Purchase Documents to the successor in a merger or acquisition of such party, and (b) Trace3 reserves the right to subcontract any support or maintenance obligations hereunder. Any other attempted assignment in violation of this provision will be null and void.
19. Governing Law; Venue. These Terms and the Purchase Documents will be construed in accordance with, and all disputes hereunder will be governed by, the laws of the State of California. Both parties agree that any action, suit or proceeding arising out of or relating to these Terms and the Purchase Documents will be initiated and prosecuted in a state or federal court of competent jurisdiction located in Orange County, California, and the parties irrevocably submit to the jurisdiction of any such court.
20. Entire Agreement; Amendment. These Terms and the Purchase Documents (a) to which these Terms are attached, or (b) which reference these Terms, represent the entire agreement between the parties regarding the subject matter contained in these Terms and the Purchase Documents, and supersedes any and all other agreements between the parties regarding the subject matter hereof. Any changes to the terms and conditions in these Terms and the Purchase Documents must be in set forth in a written agreement signed by an authorized representative of each party.