



Ribbon Communications Operating Company, Inc. and its affiliates, (individually and collectively, “Ribbon”) and Customer and its affiliates (individually and collectively, “Customer”) agree that the following Ribbon purchase terms and conditions will exclusively apply to the purchase by Customer of Ribbon’s training services (“Training Services” or “Services”) as set forth below (the “Agreement”).

## TRAINING SERVICES

Ribbon Training Services are defined by the applicable course description under the *Ribbon Academy Customer Course Catalog* or as otherwise provided in writing by Ribbon (“Training Description”). A Customer may order Training Services by the applicable Training Description course number (SKU). All purchase orders for Training Services are subject to Ribbon’s acceptance. Subject to Customer’s payment of the applicable Training Services fee, Ribbon agrees to deliver the Training Services in accordance with the Training Description and this Agreement. Customer acknowledges and agrees that by submitting an order for Training Services, Customer agrees to pay the applicable Training Service fee and accept the terms and conditions under the applicable Training Description and this Agreement.

A Student acknowledges and agrees that by registering and attending a Ribbon training class or course (“Training Course”), the Student accepts the terms and conditions under the applicable Training Description and this Agreement. “Student” means an individual who is registered for a Training Course purchased by a Customer for its employees, contractors, agents, or other individuals, or for itself to attend training (individually and collectively “Student”).

Ribbon Training Services may include online, classroom, customer site and self-paced training as described under the applicable Training Description.

## PAYMENT

Customer agrees to have a valid method of payment to pay the applicable Training Service fee prior to being registered in any Ribbon training class or course (“Training Course”). Payment details must be received by Ribbon a minimum of fifteen (15) business days prior to the scheduled Course date.

Customer agrees to submit a valid signed purchase order by email to the applicable regional Ribbon Education Services contact. The Ribbon Education Services contact details are available on the Ribbon Education Services website: <https://ribboncommunications.com/services/education-services>.

Credit Card payments will be billed upon Ribbon confirmation of the Training Course registration.

## TRAINING COURSE SELECTION

Each Student accepts that it is that Student’s responsibility to verify that the Training Course selected is suitable for the needs of the individual Student attending and that the Student has the necessary level of competence to be able to achieve the objectives of the Course. Ribbon will have no liability for any use of, or any inability to use, any material supplied, or knowledge gained from participation in the Training Course. All Training Course prerequisites and pre-work requirements are listed in the applicable Training Description available on the Ribbon Education Services website:

<https://ribboncommunications.com/services/education-services>.

## TRAINING COURSE CONFIRMATION

Ribbon will send a Training Course registration confirmation (notification via email) as part of the Training Services registration process. Ribbon will send



(via e-mail), as applicable, access credentials for self-paced and eLearning Training Courses, and the training location information for classroom training.

## **CANCELLATION OF INSTRUCTOR LED TRAINING COURSES**

(Ribbon Site /Customer Site / Online eLearning)

A Customer may reschedule or cancel a Training Course registration without any cancellation fee up to fifteen (15) business days prior to the scheduled Training Course start date.

**Cancellation Fee. If a Customer reschedules or cancels a Training Course registration within fifteen (15) business days prior to the scheduled Training Course start date, a cancellation fee will apply in the amount of 100% of the Training Course fee.** A Customer cancellation or rescheduling request must be sent to Ribbon at: [training\\_admin@rbbn.com](mailto:training_admin@rbbn.com).

## **CANCELLATION BY RIBBON**

Ribbon reserves the right to cancel a Training Course when necessary for reasons beyond Ribbon's control. If Ribbon cancels a Training Course, every effort will be made to notify a registered Student a minimum of ten (10) business days prior to the scheduled Training Course starting date. Upon such cancellation, a Student may request to reschedule to another Training Course or request a refund of the applicable Training Service fee. Ribbon will not be responsible for any travel-related expenses incurred by a Student due to such cancellation or rescheduling.

## **TERMINATION BY RIBBON (UNUSED TRAINING FORFEITED)**

**Customer agrees to schedule and use all ordered Training Services within one year from the applicable purchase date ("Training Period"), (except for Subscription Services as described below). For any ordered Training Services which remain unused, in whole or part, at the end of a Training Period, all such unused Training Services shall be immediately forfeited and terminated without any termination notice and are completely void without any cash value. The customer is liable to pay for all ordered Training Services including any unused Training Services forfeited under this section.**

## **CUSTOMER SITE (ON-SITE) TRAINING CLASSES**

Customer site training events require confirmation from the customer that all on-site facilities requested by Ribbon are available and in working order at least fourteen (14) days prior to the scheduled Training Course start date.

## **TRAINING TRAVEL ARRANGEMENTS**

The Training Service fees are exclusive of any Student travel and expenses. A Student is responsible to arrange and pay for their own travel, accommodations, and expenses while attending a Ribbon Training Course or other training event. The Ribbon Training Facility location information is available from your Ribbon Education Services contact.

## **MAXIMUM AND MINIMUM COURSE SIZES**

All Ribbon Training Courses are subject to minimum and maximum number of Students. Further details are available from your Ribbon Education Services contact.

If, at the start of a Training Course, the number of Students exceeds the maximum number of Students permitted for that Training Course (as agreed in writing by Ribbon prior to the scheduled Training Course), the start of the Training Course will be delayed until resolved by the Customer. The Customer agrees to take the necessary action to adhere to the agreed number of Students permitted for the Training Course. Ribbon reserves the right to cancel the Training Course if there is a significant delay to the course start time.

## **TRAINING COURSE STUDENT SUBSTITUTION**



A Student substitution for an instructor led Training Course at a Ribbon or Customer site may be made anytime up to one working day (24 hours) prior to scheduled Training Course start date. A Student substitution for a virtual Training Course is required to be made at least seven (7) calendar days prior to the scheduled Training Course start date. Substitute students are required to meet any prerequisite and pre-work requirements for the applicable Training Course. A Student substitution for self-paced eLearning courses is allowed at no extra charge provided the original registered Student has not accessed or activated the Training Course, (otherwise a Training Service fee for substituted Student will apply).

## **TRAINING COURSE PARTICIPATION**

For successful completion of a Training Course, Student attendance of one hundred percent (100%) is required. If a registered Student fails to complete the entire session, full payment of the applicable Training Service fee will still apply and be charged.

## **TRAINING DRESS**

Appropriate business casual attire is required for class, i.e., dress slacks, collared shirts.

## **NON-SMOKING REQUIREMENT**

The use of tobacco products is not permitted in Ribbon buildings. Smoking outside is allowed in designated smoking areas where available.

## **TRAINING LAB EQUIPMENT ACCESS**

Student access to training lab equipment is solely limited to only the lab equipment supporting the applicable Training Course being attended, and only for the duration of the Training Course. Any Student attempts to gain unauthorized access to any other training lab, equipment facility and/or training will result in the Student's immediate removal from the Training Course. The full payment of the applicable Training Service fee will still apply and be charged for such a removed Student.

## **NETWORK OUTAGES/DELAYS**

Ribbon may be required to cancel a scheduled Training Course with little or no prior notice in the event of a network problem or outage which affects the training facility, lab, or connectivity required for a Training Course. In these rare cases, a new Training Course date will be scheduled and communicated by your Ribbon Education Services contact. In the event a network problem or outage occurs during a Training Course, the scheduled duration of the Training Course may need to be extended to cover the period of such training interruption. For any such extension which extends the hours of a class day, Student attendance for such extended hours to a class day is optional in the Student's discretion. No order cancellation nor refunds are permitted due to training interruptions or delays under this section.

## **INCLEMENT WEATHER**

Ribbon reserves the right to cancel a Training Course due to inclement weather. To inquire about the possibility of inclement weather impacting a scheduled Training Course at a Ribbon training location, contact your Ribbon Education Services contact.

## **WEAPON-FREE REQUIREMENT**

For everyone's safety, no weapons of any type are allowed in any Ribbon building, facility, property, or site, including parking lots, garages, and vehicles brought onto Ribbon property. This "Weapon-Free" policy applies to any type of firearm or device intended or designated to be able to cause personal injury or death, whether licensed, legal, illegal, concealed, or carried openly.

## **VIRTUAL CLASSROOM REQUIREMENTS**





It is a requirement that a Student validates remote access to Ribbon's Virtual Classroom system fourteen (14) days prior to the start of a scheduled Virtual Training Course, to help avoid delays in the course start time. Access problems encountered after eLearning class has started may require a Student to be rescheduled into a different eLearning Training Course. A Student is responsible for contacting Ribbon Education Services, if needed, to resolve any technical support issues prior to the Virtual Course start date. The Ribbon Education Services contact information will be included in the Training Course registration confirmation email sent by Ribbon to a Student.

#### **SELF-PACED TRAINING COURSE ACCESS AND SOFTWARE LICENSE REQUIREMENT**

Access to a Self-study web delivered Training Course is restricted to the individual Student registered for that Training Course and such access is limited to a period no greater than ninety (90) days from the registration date, (unless purchased under a Training Subscription Agreement). Payment for a Self-study web delivered Training Course is non-refundable from the course activation date. If reactivation of course access is required after expiration of the above ninety (90) day period, the full Training Course fee will be chargeable by Ribbon for such reactivation.

#### **TRAINING SUBSCRIPTIONS**

Ribbon Training Subscriptions are valid for one calendar year from the date of activation, unless otherwise agreed in writing. All access to the Training Services purchased shall cease on expiry of the calendar year. The type and quantity of Services available to the customer are as stated in writing in the Subscription Agreement between the Customer and Ribbon.

#### **INTELLECTUAL PROPERTY RIGHTS**

Ribbon will exclusively retain all rights, title and ownership of copyrights, patents, trademarks, or any other intellectual property in all Ribbon training materials provided or made available to a Student (the "Training Materials"). Ribbon grants to a Student a non-exclusive, perpetual, royalty-free, non-transferable right and license to use the Training Materials solely and exclusively for a Student's personal use in completing the coursework. A Student is prohibited from copying, reproducing, modifying, or adapting the Training Material without the express advance written consent of Ribbon. A Student agrees to ensure that all patent, copyright, trademark, and other proprietary notices of Ribbon affixed to or displayed on the Training Material will not be removed or modified.

#### **DATA PROTECTION**

In conjunction with the use of the Training Services, Customer and each Student may provide to Ribbon and Ribbon may collect, generate and/or process certain personal data for the purposes of (i) student registration, communication and billing, (ii) delivery of training content, (iii) maintenance of your online training profile/transcript, (iv) maintenance of Training Service consumption metrics, and (v) and student survey data (collectively "**Student Data**"). Ribbon acting as the data controller in the context of delivering the Training Services shall process Student Data in accordance to the [Ribbon Privacy Policy](#) which may be updated from time to time. The processing of Student Data corresponding to the purposes identified above in items (i) through (iii) is necessary for the performance of Training Services under these terms. Processing of Student Data associated with item (iv) and (vi) shall be undertaken on the basis of Ribbon's legitimate interests in improving or evolving the Training Services.

Ribbon will not maintain identifiable Student Data corresponding to Students who have not registered for a training unit within the last 10 years. Accordingly, Students are encouraged to download their respective profile/transcript upon completion of each Training Course.



Customer and each Student grants to Ribbon and its subcontractors a right and license to use, host, cache, copy, process, organize, structure, adapt, alter, store, display, disclose, retrieve and erase/destroy information associated with the Student Data for the purpose of and in conjunction with the use of the Transition Services and subject to applicable data protection laws. Customer and each Student hereby expressly consent to transfer of Student Data to Ribbon and to processing of the Student Data in conjunction with the Training Services.

Customer and each Student agrees that Ribbon may transfer Student Data to its affiliates and subprocessors in the United States, Israel and/or another country outside of your country of residence in conjunction with the use of the Training Services and subject to the terms of this agreement and applicable data protection law including where applicable Regulation 2016/679 of the European Parliament and of the Council (General Data Protection Regulation).

You acknowledge and agree that Ribbon may, in performing its obligations pursuant to this agreement, be dependent upon or use Student Data, material and other information furnished by you without any independent investigation or verification thereof, and that Ribbon shall be entitled to rely upon the accuracy and completeness of such information.

In addition to its other rights and remedies, Ribbon may remove Student Data from the Training Service at any time if Ribbon in its sole discretion determines that use of the Training Services, are in violation of this Agreement or applicable data protection law.

## DISCLAIMER

Training Materials are for training information only and provided "AS IS," with all faults, and without any warranties whatsoever, express, or implied, including, but not limited, warranties of Merchantability, Performance, or Fitness for a Particular Purpose. While reasonable efforts have been made in the preparation of this training information to assure its accuracy, Ribbon assumes no liability resulting from technical or editorial errors or omissions, or for any damages whatsoever (including, but not limited to, indirect, incidental, special, exemplary, punitive or consequential damages) resulting from the furnishing, performance, or use of the Training Materials.

## LIMITATION ON LIABILITY

Ribbon's liability for loss and damage shall be limited as set forth below. Except for damages for personal injury to a Student, the maximum aggregate liability of Ribbon for direct damages, whether based on warranty, contract, tort (including negligence), product liability or otherwise, will not exceed the price Customer paid for the Training Course out of which the loss or damage has arisen. Ribbon shall not be liable for any indirect, incidental, special, exemplary, punitive, or consequential damages, foreseeable or unforeseeable, of any kind (including loss of anticipated profit or data or loss of goodwill), howsoever arising, even if it has been advised of such potential damages. The foregoing limitations shall apply notwithstanding the failure of any exclusive remedies.

## ASSIGNMENT

A Customer's and Students' rights with respect to a purchased Training Course and Training Materials may not be transferred or assigned to any third party. A Customer and Student are not authorized to resell any participant places to any external or third parties without the prior written agreement of Ribbon.

## AMENDMENT AND WAIVER

This Agreement may not be amended except in a writing signed by an authorized representative of both Ribbon and Customer. No waiver of any term herein occurs unless in a writing signed by the party waiving its rights. Waiver by



Ribbon of any of the terms herein or the granting of time or indulgence by Ribbon to the Student shall in no way affect Ribbon' rights hereunder.

### **FORCE MAJEURE**

Ribbon shall not be liable or deemed to be in default for any delay or failure in performance of Training Services resulting directly or indirectly from acts of God, or any causes beyond the reasonable control of Ribbon.

### **NOTICES**

All notices requests, demands, waivers and other communications required by this Agreement between Ribbon and Customer shall be in writing and shall be deemed to have been duly given if delivered personally or by electronic mail or mailed (certified or registered mail, postage prepaid). If to Ribbon, the following e-mail address may be used: [training\\_admin@rbbn.com](mailto:training_admin@rbbn.com). For communications to a Student, Ribbon may use the e-mail or postal address provided during the registration process.

### **GENERAL**

This Agreement represents a complete statement of the agreement between the parties and supersede all prior discussions, correspondence, and representations. Ribbon' brochures and advertisements are for information purposes only and are not intended to form any agreement between Ribbon and the recipient. Ribbon reserves the right to change the Training Services at any time without notice. Such changes will only apply to any orders for Training Services received after the date of such a change. If any provision herein is held to be invalid, illegal, or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired.