

## **SIMPLILEARN BUSINESS TERMS**

If you are a commercial business customer, these terms and conditions (“Business Terms”) govern your contract with us to use our Courseware and consume our subscription model and control the manner you use our Courseware. These Business Terms shall be read together with the Simplilearn Order Form, Simplilearn Terms and Conditions and Privacy Policy (Collectively known as “Governing Terms”).

These Business Terms may be updated from time to time.

In these Business Terms, "Simplilearn" is referred to as “Simplilearn”, "Company", "us," , “our” or "we."

“Customer”, “You” or “Your” refers to a customer named and signed the Order Form (Order Form as defined below).

The Company and the Customer maybe combinedly referred to as the “Parties” or individually as the “Party”.

If you are contracting for business from USA, then Simplilearn Americas Inc (“Simplilearn Americas”), will be the contracting Party. If you are contracting for business outside USA, then Simplilearn Solutions Private Limited (“Simplilearn India”), will be the contracting Party. Simplilearn Americas and Simplilearn India, collectively referenced as “Simplilearn”.

By using our Courseware and consuming our subscription you agree to be governed by these Business Terms. By accepting these Business Terms, you acknowledge that you have read, understood and agreed to the Business Terms set forth herein.

The capitalized terms used in these Business Terms but not defined herein shall have the same meaning as defined in our Terms and Conditions or other Governing Terms as applicable.

In case of any inconsistencies in these Business Terms and other general Governing Terms, these specific Business Terms shall prevail.

**1. DEFINITIONS.** For purposes of these Business Terms, the following definitions apply:

- A. **“Affiliate”** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- B. **“Courseware”** means the E-Learning Course(s), Live Virtual Classroom(s), Custom Course(s), other training services offered, Documentation, or Work Product (regardless of delivery method).
- C. **“Custom Course(s)”** means lectures, videos, content, courseware, practice tests, articles and other information, documents, and/or data created in whole or in part at your request pursuant to terms described in these Business Terms and any individual Statement of Work attached hereto and incorporated herein by reference.
- D. **“Delivery”** of the Courseware shall occur upon e-mail notification to you that the applicable Courseware are accessible to you online.

- E. **“Documentation”** means explanatory materials created by us in printed, electronic or online form relating to the Subscription License and made available by us either electronically or in written form, to its customers generally.
- F. **“E-Learning Course(s)”** means self-paced lectures, videos, content, courseware, practice tests, articles and other information, documents, and/or data, which Users access through either the LMS or an internal delivery method provided by you.
- G. **“Live Virtual Classroom(s)”** means real time lectures and instructional content delivered by an instructor and associated videos, content, courseware, practice tests, articles and other information, documents, and/or data, which Users access through either the LMS or an internal delivery method provided by you. Such Live Virtual Classroom(s) may be **“Private”** where available only to users affiliated with a specific customer, or **“Public”** where otherwise available to any users regardless of affiliation with a specific customer.
- H. **“Malware”** means applications, executable code, or malicious content that we deem to be harmful, including, but not limited to: code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.
- I. **“Order Form”** means the mutually signed ordering document specifying the Courseware to be provided, delivery method, as well as the associated fees. An Order Form will be binding on both the Company and you if: (a) you sign and return the filled Order Form to us; (b) We begin Delivery of Courseware under the terms and conditions mentioned in the Order Form; (c) you acknowledge the Order Form by email, facsimile or any other commercially reasonable means; or (d) your failure to communicate acceptance of the Order Form within seven (7) days from date of receipt of the Order Form shall be considered deemed acceptance of the respective Order Form. If we commence Delivery of Courseware to you in the absence of a duly signed and acknowledged Order Form and you accepts such Delivery of Courseware, then the Order Form will nevertheless be deemed effective from the date of Delivery of Courseware and shall apply to both you and the Company. These Business Terms governs each Order Form issued under it, except that any conflict between the terms of these Business Terms and any Order Form issued hereunder, issue will be resolved in favor of the Order Form. Both you and the Company must sign an Order Form for it to be effective and binding on both you and the Company.
- J. **“Personal Data”** means data about or relating to a natural person who is directly or indirectly identifiable, having regard to any characteristic, trait, attribute or any other feature of the identity of such natural person, whether online or offline, or any combination of such features with any other information, and shall include any inference drawn from such data for the purpose of profiling.
- K. **“Pilot”** means a paid trial of Subscription License as mentioned on the Order Form by a subset of your potential user base for the purpose of determining whether the Subscription License will be utilized by you on a larger scale.
- L. **“Sensitive Personal Data or Information”** means such personal data, which may, reveal, be related to, or constitute: financial data; health data, official identifier, sex life,

sexual orientation, biometric data, transgender status, intersex status, caste or tribe, religious or political belief or affiliation; or any other data categorized as sensitive personal data by the Central Government as provided for under section 15 of the Personal Data Protection Bill, 2019;

- M. **“Site” or “LMS”** means the Learning Management System (LMS) website(s) and mobile applications which we use to provide the Subscription License, including its online database of content, courseware, practice tests, articles and other information, documents, data which may be in written, graphic, photographic, audio, visual, audio-visual or any machine-readable format.
- N. **“Subscription License”** means the Courseware offered by us and agreed to on a valid Order Form. Access to the Courseware under the Subscription License may be delivered via Simplilearn’s LMS (**“Content as a Service”** or **“CaaS”**).
- O. **“Term”** means the time period during which you have the right to receive the Subscription License specified in an Order Form.
- P. **“User(s)”** means the individual(s) authorized to use the Subscription License by you. There shall only be one authorized individual able to use a User account at a given time.
- Q. **“Work Product”** means any written materials, reports, deliverables, work performed, and related Documentation performed, created, developed or delivered by us as a result of any Subscription License provided hereunder, including the creation of any Custom Course, whether or not jointly conceived, including all ownership rights to any innovations, inventions or developments.

## **2. RIGHT OF USE AND RESTRICTIONS.**

- A. **Right to Access and Use.** Subject to the terms of these Business Terms and payment by you, we grant you a royalty-free, non-exclusive, non-transferable, limited term right to use the Courseware on a Subscription License based model as described in the Order Form, for up to the number of “licenses” identified on the Order Form which must be assigned to particular Users, solely for your internal business use during the Term. Where the Courseware is provided through a CaaS model, you shall have a non-exclusive license to use the Courseware ordered by accessing the LMS, provided that the number of Users connected to the server does not exceed the permitted number of Users identified on the Order Form, and subject to the use restrictions set forth in these Business Terms. You shall take commercially reasonable steps to prevent the Users from granting access to the Courseware to any individuals that are not authorized Users.
- B. **Orders by Customer Affiliate.** Any Customer Affiliates may order Subscription License from us as described in this section by using an Order Form. Order Forms may be entered into by you, or any Customer Affiliate. Order Forms issued by a Customer Affiliate will be governed by the terms of these Business Terms in the same manner as if the Customer Affiliate had been governed with an identical terms and condition of ours, and we shall perform the obligations in the Order Form as if these Business Terms had been executed by us and that Customer Affiliate, in which case any reference to you shall be read as a reference to that Customer Affiliate. The foregoing shall not be construed to allow or authorize any Customer Affiliate to amend or modify these

Business Terms. Notwithstanding, all such rights, interests and enforcement shall be in connection with specific Order Forms that the Customer Affiliates have directly entered into with us. Each Customer Affiliate shall be jointly and severally liable with you for its obligations under each Order Form it enters into and shall be bound by and solely responsible for performance of all of the obligations, including, without limitation, payment obligations, under an Order Form and these Business Terms.

- C. Restrictions. You shall not misuse the Courseware. For example, you may not interfere with the Courseware or try to access them using a method other than the interface and the instructions that we provide. You may not access the Courseware if you are a competitor of the Company, or for monitoring the availability, security, performance, functionality, or for any other benchmarking or competitive purposes without our express written permission. You shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make the Courseware available to any third Party; (ii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Courseware, or any of its components; (iii) use the Courseware to conduct fraudulent activities; (iv) attempt to gain unauthorized access to the Courseware, engage in any denial of service attacks, or otherwise cause immediate, material or ongoing harm to the Company, its provision of the Courseware, or others; (v) impersonate or misrepresent an affiliation with a person or entity; (vi) use the Site to store or transmit Malware; (vii) use the Courseware for any purpose that violates applicable law or regulation, infringes on the rights of any person or entity, or violates these Business Terms ; (viii) market, sell, license, sublicense, distribute, publish, display, reproduce, rent, lease, loan, assign, or otherwise transfer to a third Party the Courseware or any copy thereof, in whole or in part; (ix) use the Courseware for third-Party training, commercial time-sharing, or service bureau use; (x) capture, download, save, upload, print or otherwise retain information and content available through the Courseware other than what is expressly allowed by these Business Terms; or (xi) remove or modify any copyright, trademark, legal notices, or other proprietary notations from the Courseware; (each of (i) to (xi), a "Prohibited Use"). All rights not expressly granted to you are reserved by the Company and its licensors.
- D. Right to Use Customer's Data. You hereby grant us a limited, non-exclusive, royalty-free, license for the Term to access, use, reproduce, transmit, store, and archive your data solely as necessary for us to (i) provide and improve the Courseware to you during the Term; and (ii) for the purposes set forth in Section 10 (SECURITY & PRIVACY) below.
- E. Additional Courseware and Users. You may purchase additional Courseware or add Users at any time during the Term for any of the Courseware made generally available by us at then-current fees and rates by signing an addendum or an additional Order Form referencing these Business Terms. If you purchase rights to have additional Courseware and/or Users pursuant to this subsection, rights and restrictions on each such additional User to use the Courseware shall thereupon be deemed included in these Business Terms.

### 3. YOUR OBLIGATIONS

- A. You shall be held responsible for all activity occurring under your accounts including those of your Users. You will provide us with all information and assistance required to supply the Courseware or enable your use of the same. You shall immediately notify us upon becoming aware of any: (i) unauthorized account use or other suspected security breach; (ii) unauthorized use, copying or distribution of the Courseware; (iii) unusual performance of the Courseware or Site observed by you; and (iv) learning that multiple individuals are sharing a single user account.
- B. You agree to provide current and complete account information as necessary for us to manage yours and any User accounts. You agree to accept our emails relevant to your receipt of the Courseware at the e-mail addresses specified by its system administrator and User(s).
- C. You agree that we may rely on all information provided to us by you from the designated e-mail addresses. We may provide all notices, statements, and other communications arising under these Business Terms to you through either e-mail, posting on the Site (where the Subscription License is provided through the LMS) or other electronic transmission.

#### **4. OUR OBLIGATIONS.**

We are responsible for providing the Courseware in substantial conformance with these Business Terms and the Order Form issued as per these Business Terms.

#### **5. TERM AND TERMINATION.**

- A. Term of these Business Terms. These Business Terms shall be applicable to you till your use of the Courseware and consumption of subscription as per the Order Form. These Business Terms shall be applicable to you in its updated form and as shown on our website – [www.simplilearn.com](http://www.simplilearn.com)
- B. Term of Purchased Courseware. The term of each Subscription License shall be as specified in the applicable Order Form.
- C. Termination for Cause. You or the Company may terminate any Subscription License hereunder for cause (i) upon thirty (30) days' prior written notice to the other Party of a material breach, provided that the breaching Party shall have further thirty (30) days from the date of receipt of such prior written notice, to cure such breach to prevent termination, (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, (iii) you make an assignment for the benefit of creditors, or (iii) you make an unauthorized assignment of the Subscription License.
- D. Refund or Payment upon Termination.
  - a. For Cause. If any Subscription License is terminated by you in accordance with Section 5.C (Termination for Cause), then we will refund you any prepaid fees covering the remainder of the term of such Subscription License that were to occur after the effective date of termination. If any Subscription Licenses are terminated by us in accordance with Section 5.C (Termination for Cause), you shall be liable for paying for such Subscription License and any fees covering

the remainder of the term of such Subscription License. In no event will termination relieve you of your obligation to pay any fees payable to us for the period prior to the effective date of termination.

- E. Effect of Termination / Data Deletion. On the termination: (A) all rights granted to you under these Business Terms, including your ability to access any data stored in the Site, will immediately terminate; and (B) you must promptly discontinue all use of the Courseware and delete or destroy any of our Confidential Information, including any Courseware in your control. Termination of applicability of these Business Terms will not entitle you to any refunds, credits, or exchanges unless specifically stated.

## **6. FEES AND PAYMENT FOR PURCHASED SERVICES**

- A. Fees. You will pay to us all fees specified in the Order Forms. Except as otherwise specified herein or in an Order Form issued hereunder, (i) fees are based on Subscription License purchased regardless of actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable unless otherwise stated, and (iii) quantities purchased cannot be decreased during the relevant Term of the Order Form.
- B. Invoicing and Payment. We will invoice you in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, payment is due upon invoice date and prior to “Courseware” being made available (“**Payment Due Date**”). You are responsible for providing complete and accurate billing and contact information to us and notifying us of any changes to such information.
- C. Taxes: Our fees are exclusive of any indirect taxes (VAT, sales tax, GST, cess etc.) associated with Customer’s purchase and Customer shall be responsible for paying all taxes. Fees do not include any taxes, levies, duties, cess or similar governmental assessments of any nature, assessable by any jurisdiction whatsoever (collectively, “Taxes”). Applicable taxes will be charged separately on the invoice raised by us. You are responsible for paying all Taxes associated with your purchases hereunder.

### **If Simplilearn India’s Customer is based in India**

You may deduct or withhold any taxes that you are obligated to withhold from any fee payable to us under these Business Terms, and payment to us as reduced by such deductions or withholdings will constitute full payment and settlement to us of such fee.

We will provide you with any forms, documents, or certifications, including Permanent Account Number as may be required to satisfy your withholding tax obligations with respect to any consideration payable under these Business Terms.

You agree to provide certificate in Form 16A, or any other form as prescribed for any tax withheld by you on payment to us within the due date prescribed under the applicable provisions of the Income-Tax Act, 1961.

If we have the legal obligation to pay or collect Taxes for and/or on behalf of you, which you are responsible to pay under sub-clause 7E of the Income-Tax Act, 1961 then, we will invoice you and you shall pay that amount unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority.

**If Simplilearn India's/Simplilearn America's Customer is based outside of India/US respectively**

The Customer shall make all payments to us free and clear of, and without withholding or deducting for any and all applicable, present or future taxes.

We will use our best efforts to provide the customer with any necessary tax documentation to process the payment.

- D. Overdue Charges. If any invoiced amount is not received by us by the above-mentioned Payment Due Date, then without limiting any rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) we may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 6B (Invoicing and Payment).
- E. Suspension of Courseware and Acceleration. If any amount owed by you under these Business Terms or any other agreement for Courseware is ten (10) or more days overdue, we may, without limiting any other rights and remedies, accelerate your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend the Subscription License to you until such overdue amounts are paid in full.
- F. Payment Disputes. We will not exercise our rights under Section 6D (Overdue Charges) or 6E (Suspension of Courseware and Acceleration) above if you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.
- G. You agree to provide requisite documents as required by us to assist the Company to apply appropriate tax on invoices raised by the Company.
- H. Audit Rights. During the applicability of these Business Terms to you and for two (2) years thereafter, you shall permit us, or our duly authorized representatives, on reasonable prior notice, to inspect and/or audit your systems, as well as access any of your account(s) (including User accounts) for the Courseware with respect to any and all matters that relate to: (A) the number of Users with access to the Courseware, or (B) your compliance with your obligations under these Business Terms . In the event that the audit identifies that you are using a greater number of User accounts than the amount and type you had ordered and paid for, or is having multiple individuals share User accounts, (each such unauthorized individual shall be referred to as a **“Prohibited User”**) then you shall be liable for and pay as liquidated damages an amount equal to (as calculated based on the Company's then current list prices): (i) the fees for the number of Prohibited Users for the greater of: (a) the number of months from the date of the most recent order/renewal of the applicable Subscription License, or (b) twelve months; PLUS (ii) the fees for the number of Prohibited Users for the remaining number of months of the Term thereby entitling such Prohibited Users to have valid User accounts for the remainder of the Term; PLUS (iii) the total costs of the audit. If the audit discovers any other non-compliance by you, we may recoup the total costs of the

audit, as well as you shall be liable to pay any damages, losses, or revenue suffered by us. Where the audit confirms that you are in compliance with your obligations under these Business Terms, we will bear the total costs we incurred associated with the audit.

7. **SUSPENSION.** We may suspend the Subscription License: (a) if we deem it necessary to prevent or terminate any Prohibited Use; or (b) upon notice to you if: (i) you commit a material breach of these Business Terms; or (ii) if we receives credible notice from a third Party or agency that you are in material breach of the these Business Terms. Suspension of Subscription License shall be without prejudice to any rights or liabilities accruing prior to or during the suspension, including your obligation to pay fees under these Business Terms.

We may temporarily suspend the CaaS for maintenance purposes of the Site. We will use commercially reasonable efforts to minimize any such disruption of CaaS.

8. **MODIFICATION OF COURSEWARE; SERVICE INTERRUPTION.** If any Courseware published or provided, relates to technology that has since become obsolete (as determined by us in our sole discretion) or is discovered to have incomplete or inaccurate information, we may at any time, without liability, eliminate such Courseware from the Site and Subscription License. If during the term of these Business Terms we publishes new training content that augments or supersedes existing content, we may eliminate the previously existing training or superseded Courseware, in our sole discretion and without liability.
9. **CONFIDENTIALITY.** “Confidential Information” means the proprietary and valuable information of the Customer or the Company which the Parties desire to protect against disclosure or competitive use and which is either in written form and designated as “proprietary” or “confidential” or is disclosed orally and under the circumstances a reasonable person would consider the information confidential. Our Confidential Information includes, without limitation and regardless of whether designated “proprietary” or “confidential”, source code, trade secrets and know-how embodied in the Courseware and Site, any results of benchmark tests run on the Courseware or Site, any access codes, Intellectual Property, pricing information and proposals. The Party receiving Confidential Information (“**Receiving Party**”) will exercise the same degree of care and protection for the Confidential Information of the Party that has disclosed Confidential Information (“**Disclosing Party**”) that it exercises with its own Confidential Information but no less than a reasonable degree of care. The Receiving Party may not directly or indirectly disclose, copy, distribute, republish, sell, license or otherwise allow any third-Party access to such Confidential Information. The Parties agree to maintain the confidentiality as described herein even after the applicability of these Business Terms ceases. Notwithstanding the above, either party may disclose Confidential Information: (1) to its employees, contractors or agents who have a need to know in order to provide and improve the Courseware and are subject to substantially similar obligations of confidentiality; and (2) if required by law (including a court order or subpoena), provided, the Receiving Party, where lawfully permitted, promptly notifies the Disclosing Party in time to review and challenge the potential disclosure. In the event of these Business Terms cease to apply, each Party will either return or, at the Disclosing Party’s request, destroy the Confidential Information of the other Party; provided however, that we may retain copies of your Confidential Information for routine backup and archival purposes.



- 10. SECURITY & PRIVACY.** We reserve the right to use and store Customer's traffic and user log data to maintain or improve the CaaS. Some such information may be shared with third Parties (for example, statistics that indicate amount of traffic, success rates, and size of our subscribers). You agree that such data is not Confidential Information. We may use cookies to store user session information, access codes and application settings to ease site navigation processes for the purposes of providing the CaaS hereunder. The collection of this data may be necessary to provide you with the relevant CaaS as ordered or improve overall security for Customer and Users of the CaaS.

You hereby grant us a limited, non-exclusive, royalty-free, license to access the customer data to provide services. We reserve the right to use and store your traffic and user log data to maintain or improve the CaaS. Some such information may be shared with third Parties (for example, statistics that indicate amount of traffic, success rates, and size of Simplilearn's subscribers), provided your name, Users' names, and any other identifying information are kept confidential. We may use cookies to store user session information, access codes and application settings to ease site navigation processes for the purposes of providing the CaaS hereunder. The collection of this data may be necessary to provide you with the relevant CaaS as ordered or improve overall security for Customer and Users of the CaaS. No data transmission over the Internet can be guaranteed to be secure. We are not responsible for any interception or interruption of any communications through the internet or networks or systems outside our control. You are responsible for maintaining the security of your networks, servers, applications, and access codes.

By agreeing to these Business Terms, or using the Subscription License, it is assumed that you have read and expressly agreed to the our Privacy Policy on the our web site (<http://www.simplilearn.com/terms-and-conditions#/privacy-policy>), as may be updated from time to time, and to the collection, processing, copying, backup, storage, transfer and use of your data (as described in the preceding paragraph) by us and its service providers as part of the Subscription License. You are solely responsible for securing any privacy-related rights and permissions from your Users as may be required by local law.

- 11. COMPLIANCE WITH DATA PROTECTION REGULATIONS.** Each of the Parties hereby represents and warrants that it will comply fully with all the applicable data protection and privacy laws or any subsequent amendments or new legislations, including all the relevant rules, regulations, directives, guidelines issued thereof by the concerned statutory authorities, or any applicable analogous legislation in any jurisdiction, in each case, as amended, revised or replaced from time to time ("Data Protection Legislation") in respect to other Party's data or the Personal Data (including Sensitive Personal Data or Information) of its employees in the collection, use, storage and transfer of Personal Data in connection with the exercise of rights or performance of obligations as per these Business Terms by either Parties. For avoidance of doubt, each of the Parties shall be responsible and liable to comply fully with all relevant and applicable data protection and privacy laws in any particular jurisdiction under which such Party offers or desires to offer the services and process any Personal Data provided by the other Party. In case of non-applicability of these Business Terms for any reason whatsoever, each Party shall if required by the other Party, promptly deliver to the other Party or destroy/ delete all copies and embodiments (in whatever form) of all Personal Data in its possession or in its control, and if required by any Party, shall provide such Party with written confirmation on the same. In the event of any loss, unauthorized use, disclosure, misuse or mishandling of any Personal Data or information by any Party ("Defaulting Party") which was provided to or

obtained by such Defaulting Party during the course of providing the services as per these Business Terms , then such Defaulting Party shall indemnify and hold the other Party harmless against all losses, actions, claims and damages arising out of such breach of this Section by the Defaulting Party. The Defaulting Party shall be fully responsible for all acts or omissions of its Personnel in the same manner as for its own acts or omissions. This Section shall apply even after the applicability of these Business Terms ceases.

12. **INTELLECTUAL PROPERTY.** You acknowledges that you are acquiring only a license to use the Courseware and/or Site and that all title and interest, including without limitation, all patents and copyrights, in the Courseware and Site (including websites, passwords, components, and tools) or arising from or out of are the sole and exclusive property of the Company or its licensors, who retain sole ownership of all right, title and interest, as well as any derivative works thereof. These ownership rights include copyrights, patent rights, trademark and service mark rights, trade secret rights, moral rights, and all other intellectual property and proprietary rights ("**Intellectual Property**"). You agree, on behalf of you and your Users, that you will take no action inconsistent with our Intellectual Property rights. The license granted by these Business Terms for the Subscription License is a limited right of access and does not grant to you any right to download or store any of our Intellectual Property, including content on the Site, in any medium. Any materials permitted to be downloaded under your plan with regard to any particular training are to be held by the you or your Users pursuant to a limited license only, and are subject to all restrictions described herein, including the prohibition on further transfer, sale, creation of derivative works, or exploitation in any manner other than permitted by us under these Business Terms. Nothing in these Business Terms shall transfer ownership of methodology, content or other intellectual property or limit in any way our ownership or right to use the methodologies, materials, design concepts, employed or produced under these Business Terms, including but not limited to, any software, related features or other deliverables resulting from any services or Courseware provided by us pursuant to these Business Terms. We are not performing any "work for hire" as per these Business Terms, or any Statement of Work, and we shall continue to own all rights, title and interest worldwide in any Work Product, which shall be and hereby our sole property, whether or not patentable, to the fullest extent possible by law. To the extent you provide comments, suggestions or other feedback directly on and directly related to the Courseware ("**Feedback**"), You hereby grants to us a worldwide, non-exclusive, perpetual, irrevocable, royalty-free license, with the right to sublicense, such Feedback to incorporate or otherwise utilize Feedback as provided in our Courseware or future products.

13. **LIMITED WARRANTY, REMEDIES AND DISCLAIMER.**

- A. Representations. Each Party represents that it has validly entered into the Order Form and have read, understood and agreed to these Business Terms and has the legal power to do so.
- B. LIMITED WARRANTY. We warrant that (a) these Business Terms , the Order Forms and the Documentation accurately describe the applicable administrative, physical, and technical specifications of its Courseware; and (b) the Courseware will substantially conform with these Business Terms . We shall only provide the foregoing warranty for a period of ninety (90) days from the date of Delivery of the applicable Courseware ("**Warranty Period**"). There shall be no other warranty.

- C. **LIMITATION OF REMEDY.** The sole and exclusive remedy for any claim for breach of warranty as per these Business Terms and our sole and exclusive obligation for breach of warranty shall be, at our sole discretion, to: (i) correct any substantial failure of the Courseware to perform as warranted, or (ii) to replace the Courseware with an update; provided such failure is reported to us in writing within the Warranty Period. In the event the Site is not available online at an unscheduled time, then our sole and exclusive obligation shall be to use commercially reasonable efforts to restore the availability of the Site.
- D. **DISCLAIMER.** WITH THE EXCEPTION OF THE LIMITED WARRANTY, ANY USE BY THE CUSTOMER AND YOUR USERS OF THE COURSEWARE IS AT THEIR OWN RISK. THE COURSEWARE ARE PROVIDED "AS IS" TO THE FULLEST EXTENT PERMITTED BY LAW. WE AND OUR LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, NON-INFRINGEMENT, TITLE, AND OWNERSHIP. THE ENTIRE RISK AS TO THE QUALITY, ACCURACY, ADEQUACY, COMPLETENESS, CURRENCY, CORRECTNESS, OR VALIDITY OF ANY INFORMATION, MATERIAL OR CONTENT PROVIDED BY OR THROUGH THE COURSEWARE RESTS WITH THE USER. WE AND OUR LICENSORS DO NOT WARRANT THAT THE COURSEWARE OR SITE: (1) ARE ERROR-FREE; (2) WILL PERFORM UNINTERRUPTED; (3) WILL MEET YOUR REQUIREMENTS. PILOT COURSEWARE ARE ALSO PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY INCLUDING HOSTING PROVIDERS.
- E. **Linked Sites.** We have no control over the content of world wide web sites that may be linked in the Courseware or its materials through hypertext links ("**Linked Sites**"), and are not responsible for their content, software, or privacy practices. The Linked Sites are provided for convenience only and are accessed at your own risk.
- F. **Internet Delays.** The LMS may be subject to limitations, delay and other problems such as those inherent in the use of the internet and electronic communications. We are not responsible for any delays, delivery failures or damages resulting from such problems.
- G. **Security.** No data transmission over the Internet can be guaranteed to be secure. We are not responsible for any interception or interruption of any communications through the internet or networks or systems outside our control. You are responsible for maintaining the security of your networks, servers, applications, and access codes.
14. **EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, INCLUDING, LOST PROFITS, REVENUES, GOODWILL, DATA, BUSINESS INTERRUPTION, OPPORTUNITY COST, ARISING OUT OF OR RELATED TO THESE BUSINESS TERMS REGARDLESS OF WHETHER SUCH

LIABILITY IS BASED ON A BREACH OF CONTRACT, TORT, STRICT LIABILITY, WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. **LIMITATION OF LIABILITY.** IN NO CASE SHALL OUR AGGREGATE LIABILITY FOR ANY MATTERS ARISING OUT OF THE SUBJECT MATTER OF THESE BUSINESS TERMS, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING BUT NOT LIMITED TO NEGLIGENCE CLAIMS AND ANY OF OUR INDEMNIFICATION OBLIGATIONS, EXCEED THE AMOUNTS ACTUALLY RECEIVED BY US UNDER THE APPLICABLE ORDER FORM FOR THE PRIOR SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.
16. **INDEMNIFICATION.** You agree to indemnify, defend, and hold us harmless from all claims, liabilities, damages, fines, penalties, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any: (i) Customer's or User's engagement in a Prohibited Use; and (ii) failure by Customer to obtain all necessary consents from Users with respect to Users' data which it provide to us.
17. **WAIVER.** Any waiver of rights under these Business Terms must be in writing. Failure to exercise or enforce any right under these Business Terms will not be deemed a waiver of that Party's right nor bar the exercise or enforcement of it at any time thereafter.
18. **JURISDICTION/GOVERNING LAW.** For contracting entity from the U.S.A, these Business Terms shall be governed by and construed in accordance with the Laws of California and the courts located in and serving the City and County of San Francisco, California shall have the exclusive jurisdiction over any matter relating to, in connection with, or arising out of, these Business Terms. For contracting entities which are not from the U.S.A., these Business Terms shall be governed by and construed in accordance with the Laws of India and the courts in Bangalore, India shall have the exclusive jurisdiction over any matter relating to, in connection with, or arising out of, these Business Terms.
19. **BINDING EFFECT AND ASSIGNMENT.** These Business Terms shall be binding upon and inure to the benefit of the Parties and their respective successors-in-interest and permitted assigns. We retains the right to assign the Order Form (including its rights and obligations under these Business Terms) in our sole discretion. You may not assign your rights as per the Order Form and these Business Terms without our prior written permission.
20. **EXPORT.** You shall not export the Courseware without our written consent and in such case shall comply with applicable export and import laws and regulations for the jurisdiction in which the Courseware will be imported, exported and/or provided. You shall not export the Courseware to any individual, entity or country prohibited by applicable law or regulation. You are responsible, at your own expense, for any local government permits, licenses or approvals required for importing and/or exporting the Courseware provided by us.
21. **FORCE MAJEURE.** We are not liable as per these Business Terms for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any

consequence thereof, caused by forces of nature or any other cause beyond our reasonable control.

22. **RELATIONSHIP.** The Parties governed by these Business Terms are independent contractors. Neither Party will be deemed to be or hold itself out as a partner, joint venture or agent of the other Party. The services provided by us as per these Business Terms and the Order Form is a non-exclusive arrangement with you.
23. **PRESS RELEASE.** We may issue a press release or make any public announcement relating to the subject matter of these Business Terms or about business relation of Parties as per these Business Terms. We are also hereby permitted to use and display the name, logos and trademarks of the Customer in its client lists / corporate profiles and indicate the general nature of services provided by the us to the Customer.
24. **TRAVEL AND LODGING EXPENSES.** If trainer is required to travel out of station for conducting training as per these Business Terms, then you shall be responsible to reimburse us travel, lodging and other reasonable expenses incurred on actuals. The foregoing expenses shall be in addition to training/course fee agreed under the Order From.
25. **THIRD PARTIES.** No term of these Business Terms shall be enforceable by a person to whom these Business Terms doesn't apply.
26. **ENTIRE BUSINESS TERMS AND SEVERABILITY.** These Business Terms represents the entire agreement between the Parties and expressly supersedes and cancels any other communication, representation or advertising whether oral or written, on the subjects herein. These Business Terms supersedes and controls over any conflicting terms contained in any Customer purchase order. If any provision of these Business Terms is declared invalid or unenforceable by a court or administrative agency of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and these Business Terms shall be construed and performed as if it did not contain the invalid or unenforceable provision.
27. **ANTI-CORRUPTION.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection to the Order Form or as per these Business Terms.
28. **NOTICES.** All legal notices under these Business Terms must be addressed at:

**Attention:** Legal Department

**Email:** [legal@sumplilearn.net](mailto:legal@sumplilearn.net)

**United States of America**

*Simplilearn Americas Inc.*

*201 Spear Street,*

*Suite 1100, San Francisco, CA 94105*

*United States*

**India**

*Simplilearn Solutions Private Limited*

*# 53/1 C, Manoj Arcade, 24th Main, Harlkunte*

*2nd Sector, HSR Layout  
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*Simplilearn Business Terms last updated on **10<sup>th</sup> Jun 2023***