

FORCEPOINT TRAINING COURSE TERMS & CONDITIONS

BY ACCEPTING THIS AGREEMENT OR BY ACCESSING THE TRAINING, CUSTOMER ACKNOWLEDGES IT HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THIS AGREEMENT.

These Training Course Terms and Conditions (“**Agreement**”) govern participation in any in-person, virtual, or e-learning course as more fully described herein and the data sheet(s) for such courses (“**Courses**”), including any documentation whether printed or available electronically via Forcepoint’s e-book platform (“**Training Materials**”) and use of software, e-learning and lab environments (“**Technology**”) provided by Forcepoint LLC or its affiliates (“**Forcepoint**”). The individual, company, or other legal entity (“**Customer**”) may purchase Courses by following the process set forth in Section 1 and then issuing a purchase order or paying by credit card the fees in a quote (“**Order**”). The provision of Courses, Training Materials, and Technology (collectively “**Training**”) by Forcepoint is conditioned on Customer’s agreement to the terms and conditions of this Agreement. Training is provided only to named individuals who are stipulated by Customer during the Course enrollment process (“**Enrollee(s)**”). Customer is responsible for ensuring its Enrollees comply with this Agreement. Forcepoint and Customer are each a “**Party**” and together are “**Parties**” under this Agreement.

1. Ordering.

1.1 The scope and content for in-person, virtual, or e-learning Courses are defined in their respective Forcepoint data sheets available at: <https://www.forcepoint.com/services/training-and-technical-certification>. Customer may request a quote from Forcepoint or its authorized reseller for a Course or may purchase a Course via Forcepoint’s e-commerce site at: <https://gm1.geolearning.com/geonext/websense/dynamicopensite.geo>. An Order constitutes Customer’s offer to book the Course until it is accepted by Forcepoint. On submission of the Order Forcepoint will accept Customer’s offer by contacting Customer or the Enrollee via email to schedule the Enrollee(s) into the requested Course, or by assigning the Enrollee into the e-learning Course in Forcepoint University.

1.2 Requests for training engagements that do not fall under the data sheets for Courses or that are for training performed at Customer’s site require that a separate Forcepoint approved Services Proposal. Services Proposals will include a Course description, cost for the course, other relevant details, and travel and lodging expense estimates.

2. Payment. Course fees are based on a per-Enrollee basis and are specified in the applicable Order. Payment must be received within 30 days after the invoice date or such longer payment period specified in the Order. Interest accrues on past due balances at the highest rate allowed by law. Failure to make timely payments is a material breach of the Agreement and Forcepoint will be entitled to suspend its performance obligations. Customer will reimburse Forcepoint for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due to Forcepoint hereunder that are not under good faith dispute by Customer. Customer will pay Forcepoint’s reasonable travel and lodging expenses in the performance of Training at Customer’s site, which will be based on the travel and lodging amounts in a Services Proposal or if not stated, billed separately. Customer is responsible for payment of all taxes (excluding those on Forcepoint’s net income) arising out of this Agreement, except to the extent a valid tax exemption certificate or other written documentation acceptable to Forcepoint to evidence Customer’s tax exemption status is provided by Customer to Forcepoint prior to the delivery of Training.

3. Customer Obligations.

3.1 Customer may not allow anyone other than Enrollee(s) to access the e-learning Courses via Customer’s log-in details. Customer will ensure that its Enrollees comply with this Agreement and Customer is responsible for any breach of Customer’s obligations under this Agreement that arise out of the acts or omissions of its Enrollees.

3.2 Customer will ensure that all Enrollees fulfill any and all communicated Course prerequisites.

3.3 If special physical access is required for people with disabilities, Customer must notify Forcepoint at least two weeks in advance of the Training when such Training is provided at a Forcepoint location in order to allow Forcepoint to assess the requirements. Customer must comply with all health, safety, and security rules and regulations and any other reasonable requirements that apply at the Forcepoint location where Training is provided. Customer is solely responsible for the costs and expenses arising out of its Enrollees' attendance at in person Training, including but not limited to all travel costs, lodging, and other expenses.

3.4 Customer must ensure that Enrollees in e-training and virtual training have all necessary access to the Internet, as well as ensure that the personal computer used to participate in the Course meets the minimum system requirements as defined in the data sheet for the Course.

3.5 Customer must ensure that the Enrollee attends all class sessions. Forcepoint is under no obligation to repeat/re-teach missed Course content.

3.6 For instructor-led classroom Courses, Customer is responsible to pay for all travel and expenses for their attendees to participate in the Course.

3.7 Customer acknowledges that due to the nature of some security threats, occasionally explicit words or images may be referenced in Training in order to teach Enrollee(s) how to address these types of security threats in Customer's organization.

4. Changes and Cancellations.

4.1 Forcepoint reserves the right to cancel or change any Training at any time for any reason and Forcepoint will inform Customer of such cancellation or change and offer Customer an alternative Training option/date or a full credit for the price paid for the Training subject to Section 5.2, at Forcepoint's sole discretion.

4.2 Forcepoint reserves the right to create new and amended content for any Training without notice to Customer. Customer is not entitled to any new or amended Training content that is created after completing a Course.

4.3 Forcepoint is solely responsible for assignment of trainers to present the Courses and, in Forcepoint's sole discretion, may substitute any trainer with any other person Forcepoint determines is suitably qualified to present the Course.

4.4 Forcepoint reserves the right to remove any Enrollee from a Course whose behavior is deemed inappropriate by Forcepoint or its trainers.

5. Cancellation and Transfer.

5.1 Customer may cancel or transfer an Enrollee's reservation in a Course. If notice of cancellation is received:

- Up to 10 working days before Course start date, and the Customer cannot be rescheduled into another course at an agreeable date, then Customer will be entitled to a 100% credit;
- 9 to 3 working days before Course start date and the Customer cannot be rescheduled into another course at an agreeable date, then Customer will be entitled to a 50% credit;
- 2 working days or less before Course start date then Customer is not entitled to a credit and forfeits the fees paid.

Enrollees who do not meet the above notice requirements are deemed "no shows" and are not be eligible for a credit for transfer to another Course or class time.

5.2 Any credit received must be used within 6 months of being issued and may only be used on the same Course and modality (i.e. e-learning or virtual or instructor led) originally purchased.

5.3 No more than once per-reservation, Customer may transfer an Enrollee's reservation in a Course to another person in Customer's organization for the same Course by providing no less than 5 days' notice to learn@forcepoint.com. Customer will provide Forcepoint with all requested information required to establish the new Enrollee's participation in the Course.

5.4 Changes in modality of training purchased (i.e. e-learning to virtual, virtual to e-learning) are not allowed without a complete refund and re-purchase.

5.5 Except as expressly stated herein, no other refunds/credits or transfers are allowed.

6. License Grant and Intellectual Property Rights.

6.1 Forcepoint grants a limited, non-exclusive, revocable right for each Enrollee to access and use the Training Materials and Technology solely during such Enrollee's participation in the applicable Course(s). Upon conclusion or termination of the Course, all right to use the Technology terminates. Enrollee may continue to access the Training Materials on a limited, non-exclusive, revocable basis after completion of the Course. Forcepoint may at any time in its sole discretion (i) remove or alter all or any portion of the Training Materials, and (ii) terminate Enrollee's access and use of Training Materials. No Training may be recorded, copied, reproduced, uploaded, posted, displayed, resold, sublicensed, used to train others, or linked to in any way, in whole or in part, without Forcepoint's prior written permission.

6.2 All right, title and interest in and to the Training, including any modifications, translations, or derivatives thereof including any know-how and all applicable intellectual property and proprietary rights thereto remain exclusively with Forcepoint or its licensors. Forcepoint may make changes to the Training at any time without notice. Forcepoint owns any suggestions, ideas, enhancement requests, feedback, or recommendations provided by Customer relating to the Training. Except as otherwise expressly provided, Forcepoint grants no express or implied right under Forcepoint patents, copyrights, trademarks, or other intellectual property rights, and all rights not expressly granted to Customer in this Agreement are reserved to Forcepoint and its licensors.

7. Protections and Restrictions. Customer will safeguard the Training that is available to Customer and/or its Enrollees. The Training is confidential and proprietary information of Forcepoint, and Customer agrees not to disclose the Training to any third party or use such information except as expressly permitted herein. Customer will not copy, display, perform, reproduce, or distribute Training or make passwords available to anyone other than Enrollee(s). Any breach of this Agreement by Customer or and Enrollee would result in irreparable harm to Forcepoint for which monetary damages would be difficult to calculate, and therefore Forcepoint would be entitled to seek injunctive relief for any breach of this Agreement.

8. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL FORCEPOINT, ITS AFFILIATES, ITS LICENSORS, OR TRAINING PERSONNEL BE LIABLE FOR ANY (I) LOST PROFITS; (II) LOSS OF BUSINESS; (III) LOSS OF GOODWILL, OPPORTUNITY, OR REVENUE; NOR ANY (IV) INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, WHETHER SUCH LOSSES ARE FORESEEABLE OR UNFORESEEABLE, OR ARISING OUT OF OR ARE RELATED TO THIS AGREEMENT EVEN IF FORCEPOINT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL FORCEPOINT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE GREATER OF: (A) TOTAL COURSE FEES ACTUALLY RECEIVED BY FORCEPOINT FROM CUSTOMER FOR THE TRAINING COURSE OUT OF WHICH THE CLAIM AROSE; OR (B) ONE HUNDRED U.S. DOLLARS (\$100.00).

9. Warranty. Forcepoint warrants that the Courses will be performed in a professional and workmanlike manner consistent with industry standards, and Forcepoint will comply with all laws applicable to its provision of the Training. Forcepoint does not warrant that (i) the provision of any online Training will (a) always be available or be uninterrupted, timely or error free or (b) is secure or free from bugs, viruses, errors and omissions; (ii) Enrollee(s) will as a result of taking the Course (x) gain any knowledge or learn any skills or (z) be able to pass any certification exam; and (iii) Training is free from defects nor that such defects will be corrected. EXCEPT AS EXPRESSLY STATED IN THIS SECTION, TRAINING IS PROVIDED "AS IS" AND FORCEPOINT EXPRESSLY DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE, AND FREEDOM FROM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE WITH RESPECT TO THE TRAINING PROVIDED UNDER THIS AGREEMENT.

10. General.

10.1 Forcepoint may periodically send Customer messages of an informational or advertising nature via email and provide account information to related third parties (e.g. Customer's reseller). Information will be processed by Forcepoint in accordance with the [Privacy Policy](#) and applicable data privacy laws. Customer may at any time update its communications preferences on Forcepoint.com or by sending an email to privacy@forcepoint.com.

10.2 Customer may not transfer any of Customer's rights to use the Training or assign this Agreement to another person or entity, without first obtaining prior written approval from Forcepoint.

10.3 The defined terms, Sections 2, 6.2, and 7 – 10 survive the expiration or termination of this Agreement.

10.4 Any notice required or permitted under this Agreement or required by law must be in writing and must be (i) delivered in person, (ii) sent by first class registered mail, or air mail, as appropriate, or (iii) sent by an internationally recognized overnight air courier, in each case properly posted and fully prepaid. Notices sent to Forcepoint must be sent to the attention of the General Counsel at 10900-A Stonelake Blvd., 3rd Floor, Austin, TX 78759 USA. Notices are considered to have been given at the time of actual delivery in person, two (2) business days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service. Either party may change its contact person for notices and/or address for notice by means of notice to the other party given in accordance with this paragraph.

10.5 Any dispute arising out of or relating to this Agreement or the breach thereof will be governed by the federal laws of the United States and the laws of the State of Delaware, USA, for all claims arising in or related to the United States, Canada, Japan, or Mexico and Dublin, Ireland for all other claims, without regard to or application of choice of laws, rules or principles. Both parties hereby consent to the exclusive jurisdiction of: the state and federal courts in Austin, Texas, USA, for all claims arising in or related to the United States, Canada, Japan or Mexico, and the competent courts in Dublin, Ireland for all other claims, provided however that Forcepoint may seek injunctive relief in any court of competent jurisdiction to protect its intellectual property. Both parties expressly waive any objections or defense based upon lack of personal jurisdiction or venue.

10.6 Neither party will be liable for any delay or failure in performance to the extent the delay or failure is caused by events beyond the party's reasonable control, including, fire, flood, acts of God, explosion, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, civil disturbances, civil or military authority, disturbances to the Internet, and inability to secure materials or transportation facilities.

10.7 This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and the parties have not relied on any promise, representation, or warranty, express or implied, that is not in this Agreement. Any waiver or modification of this Agreement is only effective if it is in writing and signed by both parties. All pre-printed or standard terms of any Customer's purchase order or other business processing document have no effect, and the terms and conditions of this Agreement will prevail over such forms, and any additional, inconsistent, conflicting, or different terms in such forms will be void and of no force and effect. Forcepoint is not obligated under any other agreements unless they are in writing and signed by an authorized representative of Forcepoint. In the event of a conflict between the terms of this Agreement and the terms of an Order, the terms of this Agreement prevail.

10.8 If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will be interpreted so as reasonably to affect the intention of the parties.