

## Nimbus® Maps Specification Terms for Training Services

These Specification Terms are additional terms and conditions that apply to the Supplier's subscription-based Services and form part of the Agreement.

### 1. DEFINITIONS AND INTERPRETATIONS

1.1. The definitions and rules of interpretation in this clause apply in this Agreement.

**“Attendee Terms”**: any terms, policies and/or guidelines provided by the Supplier and/or the supplier's location providers, training facilitators, and/or third party suppliers to the Customer and/or Attendees for the purpose of Training.

**“Training”**: the training or workshop provided by the Supplier to the Customer.

**“Training Materials”**: the Deliverables and service outputs including written and recorded materials supplied to the Customer to accompany the Training.

**“Training Specification”**: the description or specification agreed between the Supplier and the Customer for the Training.

**“Training Facilitator”**: the Supplier's representatives who deliver training, coaching, and support to groups or individuals as part of the Training;

**“Third Party Suppliers”**: any third-party provider that assists the Supplier in the provision of Training and/or supplies services in respect of the operation and/or delivery of Training.

### 2. SUPPLIER'S OBLIGATIONS

2.1. The Supplier shall supply the Training to the Customer in accordance with the relevant Training Specification and shall use reasonable efforts to provide the Training with reasonable skill and care.

2.2. The Supplier reserves the right to amend any Training Specifications and/or location to comply with any applicable law or regulatory requirement, or where the amendment will not materially affect the nature or quality of the Training. The Supplier will use reasonable endeavours to notify the Customer of such amendments.

2.3. The Supplier shall take reasonable care to source and present information during the Training but does not warrant that any content created by Training Facilitators, or content provided in the Training Materials or on the Training, will be complete or error-free.

- 2.4. The Supplier does not accept responsibility for inaccuracies or mistakes in the information, or for any loss or damage that may result from its use.
- 2.5. The Supplier reserves the right to change a Training Facilitator at any time and/or to change any Training Materials, including the content of any Training, provided that it does not materially deviate from the Training Specification.
- 2.6. The Supplier reserves the right to change the Location and/or date of a Training. The Supplier shall use reasonable endeavours to notify the Customer of any such change as soon as reasonably practicable.

### **3. CUSTOMER'S OBLIGATIONS**

- 3.1. The Customer agrees to ensure that all Attendees (whether attending in person or online) comply with the Supplier's reasonable instructions, including the instructions of a Training Facilitator, and that they comply with all Attendee Terms.
- 3.2. The Supplier may use any comments or feedback received in or from the Training to improve the experience of the Supplier's clients and visitors.
- 3.3. The Supplier may, at its sole discretion, modify, change, update, suspend, or terminate access to or use of Training Materials and Training, which the Supplier may change from time to time without prior notice to the Customer.
- 3.4. The Customer is solely responsible for any breach of the Customer's, or its Attendees', obligations under these Terms and for the consequences of that breach and the Supplier has no responsibility to the Customer or to any third party for any such breach.
- 3.5. The Customer is responsible for checking the Training Specification and ensuring it is suitable for the Customer's and its Attendees' needs.