

VOXEO UNIVERSITY

GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to enrolment and participation in all classes and other events offered by Voxeo University.

OFFERING & VENUES The Voxeo training offering is documented in the Voxeo University Training Catalog which is published annually. Voxeo may add or withdraw courses from general availability at any time without notice.

Training in most cases takes place at Voxeo University Training Centers which are located in Cologne, Germany and Orlando, Florida.

Onsite Training can be arranged upon request. In this case the customer or partner (herein after collectively called "Customer") has to provide suitable classroom facilities. Customer shall provide Voxeo with data, access to equipment and other assistance and materials as Voxeo may reasonably request to conduct the Onsite Training.

All certification exams are web-based, therefore both the theoretical and practical parts can be executed remotely. Dates can be arranged upon request.

CLASS SCHEDULES All dates of public classes are published in the Voxeo University Training Calendar. Onsite Training, private classes and workshops are scheduled by mutual agreement.

PRICING All standard classes listed in the Voxeo University Training Catalogs are priced as follows:

- 1800 USD per training day, plus travel and expenses, for all classes taking place on site at customer or partner premises ("Onsite Training")
- 400 USD per training day per person for classes taking place in a Voxeo University Training Center, except
- 0 USD for classes marked as being free of charge in the regional Voxeo University Training Calendar or in any special announcement from Voxeo ("Free Training")

Non-standard classes, including private and/or customized classes and workshops, may be charged differently. Certification exams are charged 400 USD per person.

Voxeo reserves the right to change pricing at any time without prior notification. All prices are exclusive of any local taxes, such as sales tax or VAT. Prepayment is required unless specified otherwise.

BENEFITS Course fees cover course materials for each participant and typically, except for Onsite Training, lunches and light refreshments during the training sessions.

All Voxeo software installed on a participant's computer during a training class can be used after the training class under the terms and conditions of the Developer Edition of such software. Access to Voxeo's Developer Portal and Developer Support via Voxeo's ticket system will be provided at no additional charge.

Certification fees include a web-based exam. After passing the exam the participant receives a printed certificate and the Voxeo Certified Partner Logo in electronic form. In the case that a participant fails to pass an exam, it may be retaken once without additional charge. Customer is entitled to use the Voxeo Certified Partner Logo exclusively in connection with the announcement of the successful certification of its participants, in combination with the advertising of Voxeo's products and services in its advertising material, and on its homepage and other related documents, but only with Voxeo's permission, which may reasonably be withdrawn.

Customer acknowledges that the software and training materials used by Voxeo University contain Voxeo proprietary information and that Customer's rights with respect to such software and training material shall be limited to the rights granted by the limited license of the Developer Edition of such software or in these Voxeo University General Terms and Conditions. Voxeo reserves all patent, copyright and other proprietary rights not expressly granted herein.

BOOKING

Each training class, including Free Training, must be booked in writing by purchase order or Voxeo University Registration Form (fax is acceptable) at least two weeks before the course begins. The booking must contain the following information: course title and dates, billing address, and the name and e-mail address of each participant.

Training class bookings are considered on a first-come first-served basis. Unless a class is fully booked, you can request to reserve any number of seats without any obligation to Customer or Voxeo. Should the class be full, Voxeo will keep your name on a waiting list. However, reservations need to be confirmed and turned into a booking at least two weeks before the course begins.

Onsite Training should be booked at least four weeks before the course begins, with a date to be agreed with Voxeo University beforehand. The booking must provide the training location address.

To ensure the best instruction environment, training class capacity is limited to eight participants. However Voxeo reserves the right to allow more participants depending on location, class homogeneity and pre-knowledge of the participants.

Each training course is held in English, unless expressly agreed otherwise.

CANCELLATION

In all cases cancellations must be provided in writing (fax and e-mail are acceptable).

Paid Courses in Voxeo University Training Center

Cancellations will not be accepted less than three working days before the class begins, and in such cases no refunds will be given. However, the names of participants may be changed at any time before the class begins, as long as Voxeo is informed of this substitution in writing.

If a participant cancels more than three (but less than ten) working days before the class begins, the participant will receive a voucher for 50% off the same course, valid for six months from the date of cancellation.

If a participant cancels at least ten working days before the class begins, the participant will receive a voucher at full value for the same course, valid for six months from the date of cancellation.

Free Training in Voxeo University Training Center

Each organization can book any number of seats per class, but only a maximum number of four seats per class per organization will be free of charge.

Cancellations within three working days of a free class or no-shows to such classes shall be liable for a 500 USD per participant fee for denying a place to another potential participant. Voxeo also reserves the right to exclude the participant, his or her employer, or the organization from future Voxeo classes.

Onsite Training

Voxeo will not make any travel arrangements without having a formal training purchase order signed and any required deposit made. In the case that an ordered Onsite Training is canceled or postponed by Customer request, Customer shall reimburse Voxeo for all third party and travel expenses that cannot be canceled by Voxeo and, in case of a postponed training, additional travel expenses that are incurred.

If Customer cancels or postpones Onsite Training

- more than two (2) weeks prior to training, course may be canceled at no penalty. Voxeo will provide a refund of any paid deposits. Customer remains liable for any third party or travel expenses incurred by Voxeo.
- more than one (1) week, but less than two weeks, before the course begins, Voxeo will charge and Customer agrees to pay 30% of the agreed training fee.
- less than one (1) full week before the course begins, Voxeo will charge and Customer agrees to pay 70% of the agreed training fee.

Limitation of Liability

If Voxeo is forced to cancel a training class because of illness, a Force Majeure event, as that term is commonly applied, or other circumstances beyond its control, each participant will receive a voucher for the same course, valid for twelve months starting from the date of cancellation, or refund of paid training fees, if any, upon request. Voxeo shall not be liable for costs of travel in such circumstances. Participants will be informed of any changes to the training schedule as soon as possible.

In the case of Free Training classes, Voxeo will not be liable for any damages of any kind, nor for travel expenses, or claims that result from the cancellation of a class regardless of the cause.

Voxeo University training courses rely heavily on interactive and practical course elements, which are executed both in the Voxeo University training environment as well as on the participants' own hardware (depending on course type, class setup and Customer preference). Voxeo is in no case liable for any claims of damage, failure, loss of data, corruption or outages on Customer's technical equipment, including but not limited to, hardware and software caused by the Voxeo software, training materials, documentation, infrastructure, network or other systems.

In the case of loss of data, Customer acknowledges that it should regularly, and in accordance with potential hazards, make back-up copies.

Any further liability, except as mentioned in this section, shall be excluded without respect to the nature of the respective claim, subject to mandatory applicable law.

The previous limitations of liability shall, with respect to their basis and scope, also apply in favor of the legal representatives, employees and other vicarious and/or ancillary agents acting on behalf of Voxeo.

Voxeo's total liability shall not exceed the amount paid by Customer for respective Voxeo University training. Except where such exclusion is prohibited by law, in no event shall Voxeo be liable for any indirect, incidental, consequential or special damages, or lost profits.

For registration forms, course calendar and special offers please refer to www.voxeo.com/university.

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