

D3’s Training & Service Terms and Conditions

SECTION 1. ENTIRE AGREEMENT MODIFICATIONS AND SUCCESSOR’S INTEREST:

It is understood that this agreement constitutes the entire services purchase agreement between the parties hereto and supersedes all prior representations, understandings and agreements. It is further understood that the terms of this agreement cannot be waived, amended or modified in any way except by written agreement signed by Customer and by an executive officer of D3 TECHNOLOGIES.

SECTION 2. HOLD HARMLESS:

Customer agrees to save D3 TECHNOLOGIES harmless from any and all claims and demands made on account of loss of business, loss of trade, or loss of information due to any alleged defect in materials or labor.

SECTION 3. CHOICE OF LAW AND ADMISSABILITY OF COPIES OF CONTRACT:

The parties to this agreement hereby agree to resolve all disputes arising out of and related to this services purchase agreement pursuant to the laws of the State of Missouri. This agreement or contract referencing this agreement is to be signed by Customer and it is agreed and stipulated that a signed copy of this agreement or referencing contract may be admitted into evidence in any litigation relating to the enforcement of this agreement.

SECTION 4. SCOPE OF LIABILITY

To the fullest extent permitted by law, the total liability, in the aggregate, of D3 TECHNOLOGIES and its Officers, Directors, Employees, Agents and Consultants, Customer and anyone claiming by, through or Customer, for any and all injuries, claims, losses, expenses or damages whatsoever, including but not limited to negligence, errors, omissions, strict liability or breach of contract of D3 TECHNOLOGIES and its Officers, Directors, Employees, Agents or Consultants, or any of the above, shall be D3 TECHNOLOGIES redoing or performing the Services in question in accordance with the terms at no additional cost or to return the fee appropriated to the defective services. In the event D3 TECHNOLOGIES or it’s successors cease to exist, all training and service contracts will be null and void.

SECTION 5. SERVICES PAYMENT TERMS

Regardless of predefined payment terms established between Customer and D3, most services from D3 require payment prior to resources being scheduled. All dates provided are tentative and subject to change prior to payment receipt.

The below table defines actual payment terms per service type, unless otherwise noted on Quote or Statement of Work.

Service Type	Down Payment	Final Payment
Public Training Class	100% Invoiced Upon Registration	N/A
Annual Contract - Support or Training	100% Invoiced Upon Start of Contract	N/A
Requirements Gathering/Assessment	100% Payment Req'd to Schedule Resources	N/A
Project under \$7,500	100% Invoiced to Schedule Resources	N/A
Project over \$7,500 – No Milestones	50% Payment Req'd to Schedule Resources	50% Invoiced Upon Delivery/Completion
Project over \$7,500 – Defined Milestones	Defined in Statement of Work	Defined in Statement of Work

SECTION 6. SCHEDULING AND CANCELLATION

SECTION 6A. PUBLIC TRAINING (INCLUDING TRAINING CONTRACTS):

Class registrations may be cancelled or rescheduled 6 business days prior to start of class without penalty. Cancellations or rescheduling within 6 business days are subject to a 25% of the tuition penalty or \$150 per day penalty at the time of notice back to the 6 business day mark, whichever is less. Attendee substitutions are permitted without penalty at any time.

SECTION 6B. SERVICES:

Scheduled services may be cancelled or rescheduled 6 business days prior to scheduled date without penalty. Cancellations or rescheduling within 6 business days are subject to a \$150 per day penalty at the time of notice back to the 6 business day mark, up to \$1500 max, plus any non-refundable travel, airfare, and hotel accommodations fees. Services not scheduled and started within one year of purchase, subject to cancellation without refund.

SECTION 7. CONFIDENTIALITY

All information exchanged during this services engagement is protected by the strictest confidentiality. All information provided by Customer remains as the sole property of Customer and will not be distributed without the expressed written consent of the Customer.

SECTION 8. BACKUP RECOMMENDATIONS AND DISCLAIMER

In the event an electronic backup process is required as part of this services engagement Customer will be provided with a separate BACKUP RECOMMENDATIONS AND DISCLAIMER document.

SECTION 9. NON SOLICITATION

Customer recognizes that D3's employees/consultants are assets that have been heavily invested in and developed to perform unique & specialized services. During the Term of this Agreement and for a period of one (1) year thereafter, Customer will not, and will ensure that its affiliates will not, directly or indirectly: (i) solicit for employment or for performance of any services any person employed by D3 or (ii) hire or engage for any services any person employed by D3. In the event of a breach of this non-solicitation clause, Customer agrees to pay D3 compensation equal to one hundred and fifty percent (150%) of the D3 employee's yearly salary as liquidated damages, which Customer agrees is fair and reasonable compensation for D3.

SECTION 10. CONSENT TO RECEIVE EMAIL

Customer's business with D3 constitutes consent to receive email communications from D3 TECHNOLOGIES, including messages regarding customer service information and other matters. Customer may opt not to receive email communications, other than technical notifications and email regarding issues related to Customer's software subscription or other account matters, at any time by following the link included in the email. Registration for a training class or event hosted by D3 may reset Customer email preferences in order to ensure necessary information attendance information is received.

SECTION 11. ADDITIONAL GENERAL PROVISIONS

The paragraph headings in this services purchase agreement are used for convenience only. They are not intended to alter or affect this agreement's meaning. The invalidity, whole or in part, of any provision of this agreement shall not affect the validity or enforceability of any other of its provisions. D3 TECHNOLOGIES' failure to insist in one or more instances upon the performance of any term of this agreement shall not be construed as a waiver or relinquishment of D3 TECHNOLOGIES' rights or obligations with respect hereto.