

For copies of any of the documents referenced in these terms, please reach out to amelialegal@soundhound.com

IPuniversity (Training) Terms and Conditions

Last Modified October 18, 2024



By submitting an order for IPuniversity Training from Amelia, you confirm your agreement to the following terms and conditions:

1. DEFINITIONS AND INTERPRETATION

- “Agreement” means these terms and conditions and the Order.
- “Customer” means the individual or company submitting an Order to Amelia.
- “Course” means classroom training delivered live either physically in person or virtually via the internet.
- “Online Training” means prerecorded training delivered virtually e.g. Amelia e-learning or web-based training.
- “Order” or “Training Order” means either the IPuniversity order form or an email which the Customer submits to Amelia to procure the Training Event.
- “Amelia” means the Amelia entity to which the Customer submits an Order.
- “Training Event” means either a Course or Online Training, or both.
- Headings are for convenience only and shall not affect the interpretation of this Agreement.
- All obligations of either party which comprise more than one person or entity shall be joint and several.

- The use of the neuter singular gender throughout this Agreement shall include all genders and the plural.

2. BASIS OF ORDER

- A Training Order constitutes an offer by Customer to participate in the Training Events specified in the Order subject to these terms and conditions. Such offer shall not be deemed to be accepted by Amelia unless Amelia expressly confirms its acceptance (rather than an acknowledgment of receipt of Order) in writing to the Customer. A confirmation of the acceptance will be provided to the contact identified in the Order, or to the registrant for online or telephone registration.
- The terms and conditions of this Agreement shall apply to the exclusion of any other terms and conditions on which the Order is made or purported to be made by the Customer.
- No variation to the Order or these terms and conditions shall be binding unless agreed in writing between the authorized representatives of Amelia and the Customer. For the avoidance of doubt, it is confirmed that no variation to the Order or these terms and conditions agreed via telephone shall be binding unless confirmed by Amelia in writing by Amelia and not disputed by Customer within seven (7) days of the date of such confirmation.

3. REGISTRATION AND DATES

- Customer shall ensure that the Order is delivered to Amelia at least one (1) week before the start date of any Training Event.
- Amelia shall be entitled to refuse the provision of any Training Event where: (a) such Training Event is fully booked; or (b) such Training Event is canceled.
- In the above cases, Amelia shall advise Customer as soon as practicable, offering Customer a suitable alternative date or Training

Event, as appropriate. Where no suitable alternative date and/or Training Event can be found Amelia shall return to Customer any payment it has made for the Training Event.

4. DOWNLOAD AND ACCESS TO ONLINE TRAINING

- Access to Online Training is only available online via an internet connection. Online Training participants must have an appropriate user identification to gain access, and all names must be provided to Amelia as needed.
- Once access is established, an access notification will be provided to the contact identified in the Order or to the registrant via e-mail. Delivery shall be considered to be complete when Amelia provides the Customer confirmation of access by e-mail.
- Access to Online Training will be provided approximately 10 calendar days following the receipt of full payment for the Online Training. Access duration will start from the date the original access is established and last for the agreed duration detailed in the: product description; Order; Documentation (as applicable).
- The Customer shall check the Online Training for completeness and notify Amelia immediately in the event the Online Training is incomplete.
- In case the Customer has trouble accessing the Online Training, all support services are provided as stated in the access notification documentation.
- Customer acknowledges that Customer requires internet access. Certain Online Training, but not all, may provide a restricted download capability. As soon as the Customer opens the file through the Customer's computer, the copy protection key is validated through the internet, and the Customer can access the Online Training. Customer acknowledges that once the key is validated, the file cannot be copied to another computer.

5. PRICE AND PAYMENT

- The price of the Training Event shall be as stated in the then current Amelia training catalogue and the Order and unless otherwise so stated is exclusive of any customs duties, cost of warehousing, any other import charges, state or local taxes, provincial taxes, Value Added Tax, or any other taxes as appropriate and due for these types of services or products, which shall be payable in addition at the rate then prevailing.
- Amelia reserves the right in addition to pass on any charges: (a) relating to returned checks, credit or charge card charge backs; and (b) for any handling fees incurred by Amelia in relation to bookings made by credit or charge card. Amelia will notify Customer of the relevant charges prior to issue of a confirmation invoice.
- All standard published Training Event fees are on a per student basis. For Courses, these fees include the price for instruction, training documentation and (for in person classroom training) mid-day meal.
- Parking fees, if any, are not included in the Course price.
- Provided that the full Course material has been covered there will be no refund of the price of the Course, either in whole or in part, should the Course finish earlier than originally scheduled.
- Amelia offers several payment options. The payment method must be established at the time of Order for Online Training or at the time of registration or scheduling for Courses.
- If Customer is using a purchase order as the payment method, Amelia requires the purchase order number at the time of Order for Online Training or at the time of registration or scheduling for Courses. For Courses, hard copies of the purchase order should be mailed to Amelia to arrive no later than 10 calendar days before the start date of Course or your registration will be subject to cancellation.

- Customer shall pay the full amount due prior to the Training Event. For Courses, payment must be received by Amelia at least fourteen (14) calendar days prior to the commencement of the Course(s) specified in the Order, or immediately upon placing the Order if placed less than fourteen (14) days prior to the commencement of the Course(s).

6. TRAVEL COSTS AND EXPENSES

- Course participants must make their own arrangements for accommodations. A list of hotels can be provided for most locations. Any information is provided solely for convenience. Please be advised that Amelia does not control, promote, endorse, or assume any liability of any kind for or relating to any aspect of the services provided by any hotels, including, without limitation, their shuttle bus or other transportation services or the acts or omissions of their officers, employees, contractors, or other agents. Any use of hotel services including, without limitation, their shuttle bus or other transportation is at the discretion of the Customer and solely a relationship between the Customer and the hotel or transportation provider. In no event, including where Courses are cancelled, will Amelia be liable for any accommodation costs.

7. PREREQUISITES / CUSTOMER RESPONSIBILITIES

- Amelia reserves the right to exclude a participant from attending any Course due to disorderly conduct, failure to observe any of Amelia's rules of participation or failure to attend the prerequisite class or classes for a particular Course. No refund of fees shall be paid to Customer in such circumstances.
- Customer shall ensure that all course participants fulfil any and all of the course prerequisites as communicated by Amelia . Amelia reserves the right to exclude any participant who does not fulfil such

prerequisites. No refund of fees shall be paid to Customer in such circumstances.

- If special physical access is required for people with disabilities during the Course, please notify Amelia Training at least fourteen (14) calendar days in advance of the Course in order to allow Amelia to assess the requirements.
- All Amelia facilities are non-smoking environments. Designated smoking areas are provided. If non-smoking restrictions are violated, the offending participant may be excluded from attending the Course. No refund of fees shall be paid to Customer in such circumstance.

8. CANCELLATION

- Amelia reserves the right to cancel any Training Event at any time for any reason and Amelia shall inform Customer of such cancellation and offer Customer an alternative Training Event option or a full refund of the price paid for the Training Event or, for Courses, an alternative Course date, at Amelia's sole discretion.
- Customer may not cancel Orders for Online Training. Once the Order for Online Training is received, there are no refunds or cancellation. All sales are final.
- Customer may cancel its registration for any Course provided that:
 - (a) no charge shall be made where notice of cancellation is received by Amelia at least fifteen (15) calendar days prior to the start date of the Course;
 - (b) fifty percent (50%) of the price shall be charged where notice of the cancellation is received by Amelia between seven (7) and fourteen (14) calendar days prior to the start date of the Course;
 - (c) the full price of the Course shall be charged where notice of cancellation is received within six (6) calendar days or less prior to the start date of the Course.

- Amelia will confirm all cancellations or rescheduling requests by e-mail. If the Customer does not receive a confirmation of cancellation or rescheduling within five (5) calendar days of the request, the Customer should call Amelia to reconfirm. The Amelia phone number can be found in the contact section of amelia.com. Financial responsibility remains with the Customer for all fees unless a proper cancellation or rescheduling request is received and confirmed by Amelia prior to the start of the Course.
- All cancellation and rescheduling fees will be charged to the same payment method used to procure the Course. In the event that any payment details have changed, it is the Customer's responsibility to provide Amelia with updated details. Please note that cancellation charges applied to the Amelia Preferred Card will be based on the price as agreed by Amelia for the Course.
- Feedback on Amelia courses is very important to Amelia. In the unlikely event a participant is extremely dissatisfied with a course, please provide Amelia with written notice (in a form other than the post-course survey) of any details regarding such dissatisfaction, within thirty (30) calendar days of completion of the applicable course. Please address correspondence to the local email address found in the contact section of amelia.com. After receiving such notice, Amelia may, in its sole discretion, determine if any remedy (such as a credit) is appropriate. Amelia will not consider a possible remedy if such notice is not received within the thirty (30) calendar days set forth above.

9. WARRANTIES AND LIABILITY

- Whilst every effort is made by Amelia to ensure that the Training Event instructors are appropriately qualified and trained, Amelia does not accept liability for any loss, cost or expense or for any special or indirect or consequential damages arising from

negligence, misconduct, or lack of skill in delivering the Training Event.

- Amelia shall not be liable for damages of any kind including without limitation direct, special, indirect, or consequential damages, including loss of profit or other financial loss, that may result from Training Events (including, without limitation, resulting from the performance or cancellation of Training Events). In no event shall Amelia's liability to customer or any other party exceed, in the aggregate, the fees paid for the use of the Training Event from which the damages arise. Where Amelia's liability is excluded or limited, this also applies to the personal liability of Amelia's employees, representatives, and people performing duties on Amelia's behalf.
- Amelia's total liability under this Agreement in both contract or tort shall not exceed the price paid for the Training Event in the applicable Order.
- Notwithstanding the above, there shall be no limit of liability in respect of death or personal injury arising out of the negligence of either party.
- Amelia does not warrant the accuracy or completeness of Training Events, nor any links or the information, text, graphics, links, or other items contained within Training Events. Amelia and its licensors disclaim all warranties express or implied, including without limitation, any implied warranties of merchantability or fitness for a particular purpose except to the extent that any warranties implied by law cannot be validly waived.
- Amelia assumes no responsibility for errors or omissions in the Training Events. It is the Customer's duty to verify such information.
- With respect to material defects in the Online Training, and as Customer's sole remedy for any material defect in the Online Training, Amelia in its sole judgment, may decide to eliminate such material defects or make a replacement delivery or, by indicating a

reasonably acceptable way to avoid the impact of such material defect.

- In the case of the Course being delivered remotely using the Customer's network infrastructure to access Amelia standard training systems located at an Amelia site, Amelia will work with the Customer to ensure that adequate testing is carried out on Customer's network infrastructure prior to delivery of the Course. For the avoidance of doubt, if any changes are made to the Customer network infrastructure between the time of testing and the time of delivery of the Course, Customer shall be solely responsible for any resulting adverse effects on Course delivery. Customer also acknowledges that online training is an internet-based connection method and as such Amelia cannot be held liable for issues with routing, network usage, speed of connection, proxy server failure or any other issues arising from or within the Customer network or public webspace.
- All claims against Amelia are time-barred after a period of one calendar year from the date the claim arose.

10. DATA PROTECTION AND PRIVACY

- Information as to how Amelia is using personal data where it acts as a data controller (e.g. of the Customer's representative who executes the Order or where participants have to directly register themselves with Amelia) can be found in the Amelia Privacy Statement.
- Where Amelia is processing personal data on behalf of the Customer (e.g. where Amelia is registering participants for a Training Event on behalf of the Customer), the terms of Amelia's data processing agreement shall apply, which is made part of this Agreement and executed by the Customer and Amelia by entering into the Order.

11. INTELLECTUAL PROPERTY RIGHTS

- The copyright in and all other intellectual property rights relating to the Course and the Course documentation provided to Customer are solely owned by and hereby reserved to Amelia. Under no circumstances may the whole or any part of the Course or Course documentation be produced or copied in any form or by any means or translated into another language without the prior written permission of Amelia.
- Delivered Amelia Software and Online Training remain the property of Amelia and all title to the Amelia Software and Online Training, including all content, remain with Amelia. Customer only receives a license to use the Online Training pursuant to the terms hereof.
- Every person using Online Training or Amelia Software must be licensed under these terms and conditions for accessing, downloading, or using the Online Training or Amelia Software. Employees and others who have access to the Online Training or Amelia Software must be informed of Amelia's intellectual property and rights of authorship and their duty to conform to laws governing intellectual property rights. Customer shall carefully safeguard the Online Training and any Course documentation that has been made available to the Customer or Training Event participants, to prevent their misuse. Customer is permitted to use the Online Training, Course documentation and Amelia Software only for its own internal training purposes and only for those who have licensed the relevant Training Event. Amelia Software, Course documentation and Online Training are confidential and proprietary information of Amelia and customer agrees not to disclose this information to any third party or use such information except as expressly permitted herein.
- Customer acknowledges that it is illegal and a violation of this license agreement to copy or distribute Course documentation, Online

Training, Amelia Software download/online products, links, or passwords among non-licensed persons.

- Customer acknowledges that Amelia shall be entitled to seek injunctive relief for any breach of this agreement by Customer from which irreparable harm would ensue.
- In the event Customer breaches any provision of this agreement and fails to cure such breach within a reasonable time (in any case no more than ten (10) days) after receipt of written notice from Amelia, Amelia shall have the right to immediately terminate this agreement and Customer's license to use the products licensed hereunder. Upon any such termination, Customer shall immediately cease use of such products, delete and destroy any tangible or electronic embodiments of such information in its possession, and certify in writing to Amelia that the foregoing has been completed.

12. AMENDMENT / UPDATE AND SUPPORT OF CONTENT

- Amelia reserves the right to amend the content of any Training Event without notice to Customer to correct errors or where, at the sole discretion of Amelia, such amendment is deemed not to fundamentally change the content of such Training Event. The Online Training may be updated with new products or new solution releases. The Customer's license is provided for the Online Training in effect at the time of order placement. The Customer is not entitled to any future product releases but can elect to repurchase the new product for an additional fee.
- Support is available per the access confirmation in the event an Online Training participant is having difficulty with accessing the content only, but not for questions about the Amelia Software or other consulting/training type advice. Coaching, training, or ask-the-expert type support on Amelia solutions or solution releases is

available separately from Amelia and may be offered for an additional fee.

- The Online Training does not include access to development or sandbox systems.

13. OTHER SERVICES

- Orders of other online and live training services are governed by the Terms and Conditions for Amelia's Websites and Amelia's End Customer Agreement.

14. NOTICES

- All notices required or permitted by this Agreement must be in writing (except to the extent that this Agreement provides otherwise) and delivered by a nationally recognized courier that provides proof of delivery. Notices will be effective upon receipt or refusal. Notices may be sent to the parties' respective addresses shown in the SOW. For notices to Amelia, a copy must also be emailed to amelialegal@soundhound.com (but such copy will not constitute notice).

15. SEVERABILITY. If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected thereby.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties in connection with its subject matter. No party has relied on any representation or warranty except as expressly set out in this Agreement and Amelia and the Customer hereby agree to submit to the exclusive jurisdiction of the courts located in Manhattan, New York City, New York State, United States of America.

17. **GOVERNING LAW.** This Agreement and any claims arising out of or relating to this Agreement and its subject matter shall be governed by and construed under the laws of the State of New York, USA, without reference to its conflicts of law principles. In the event of any conflicts between foreign law, rules, and regulations, and United States law, rules, and regulations, United States law, rules, and regulations shall prevail and govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Uniform Computer Information Transactions Act as enacted shall not apply.

18. **THIRD PARTY BENEFICIARIES.** Notwithstanding any other provision in this Agreement, nothing in this Agreement shall create or confer (whether expressly or by implication) any rights or other benefits in favor of any person not a party hereto.

19. **FORCE MAJEURE.** Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.