

TRAINING ADDENDUM

1. Integration. This Training (“**Addendum B**”) attached to that certain Master Services Agreement between the parties (the “**MSA**”) constitutes a binding agreement between Company and Customer in accordance with the terms and conditions thereof. In the event any of the provisions of this Addendum B are in conflict with any of the provisions of the MSA, the terms and provisions of the MSA shall control, unless this Addendum B expressly provides that its terms and provisions shall control.

2. Definitions. The defined terms for this Addendum B and its attachments are set forth at: <https://terms.navigate360.com/N360Definitions-20241010>

3. Training.

3.1 Customer shall cause each of its employees or other personnel who are receiving any Training to execute the Training Terms & Conditions found at: <https://terms.navigate360.com/N360TrainingTC-20241010> Customer’s failure to deliver properly completed Training Terms & Conditions for each of its Training recipients shall constitute a violation of this Addendum B.

3.2 Attendance and Participation in Training.

(a) Customer shall, and shall cause each of its Training recipients to, behave in a polite and appropriate manner and adhere to Company’s rules and instructions when attending Training. Company reserves the right to exclude any Training recipient or abandon the Training in the event of disruptive, abusive, or threatening behavior by a Training recipient. No refund will be made to Customer in such an event.

(b) Neither Customer nor any Training recipient shall use or allow any audio or visual devices, including film, videotape, DVD, webcam, smart phones or similar devices during the Training, unless authorized in writing by Company.

(c) Neither Customer nor any Training recipient may attend any Training if it Competes with Company. “**Compete**” means to directly or indirectly own, manage, operate, control, be employed by, perform services for, consult with, solicit workers or business for, participate in, or be connected with the ownership, management, operation, or control of any individual or organization that competes with Company or performs services materially similar to those provided by Company.

(d) Customer shall, and shall cause each of its Training recipients to, follow all safety instructions provided by the Training instructor. Customer acknowledges that Training recipients are responsible for their own safety and well-being at all times and under all circumstances while participating in the Training. Customer understands that Training recipients may refuse to participate at any time.

3.3 Use of Training and Course Materials.

(a) Customer acknowledges the Training, including presentations, manuals, brochures, handouts, and know how (collectively, “**Company Materials**”) constitute valuable, confidential, and proprietary property rights of Company. Customer also acknowledges, agrees, and warrants that Customer: (i) will NOT use the Training or any Company Materials to directly or indirectly generate income without prior written consent from Company; (ii) will ONLY use the Training and Company Materials for Customer’s internal business purposes and in accordance with the Agreement; (iii) will be responsible for all liabilities arising out of Customer’s use of the Training and Company Materials, as Company’s insurance does not extend to Customer or any third party; and (iv) will NOT represent Company Materials as an official Company Training offering. Only Company can provide official Training offerings and issue Company certifications.

(b) Customer agrees that Customer or its personnel: (i) will NOT create derivative works based on the Training or Company Materials; (ii) will NOT copy any part of the Training or Company Materials, other than copying for Your own internal business purposes; and (iii) will NOT attend the Training in order to (a) develop or offer a competitive product or service or (b) copy any features, functions, or graphics of the Training or Company Materials.

(c) Customer acknowledges that the Training may incorporate threat assessment principles developed and published by the United States Secret Service, Department of Homeland Security, and the United States Department of Education. Company assumes no liability for the development or application of those principles.

3.4 The effectiveness of the Training will depend upon a number of variables, including the quality of information collected and provided to Company by Customer and the participation of the Training recipients. Customer is responsible for reviewing and modifying all content to match its policies, plans, and practices. The Training does not guarantee compliance with federal, state, or local law. The Training is not intended to serve as legal advice or, unless otherwise specifically agreed to in writing by the parties, as a recommendation based on Customer’s specific circumstances. The Training is not intended to be the sole or exhaustive means of ensuring the safety of persons or the security of property.

3.5 If Customer has purchased a Training offering in which one or more of Customer’s Training recipients is specifically authorized by Company in the applicable Order Form to teach such offering, such Training recipients may teach the applicable Training offering ONLY to individuals within Customer’s organization or as otherwise specifically authorized in writing by Company in the applicable Order Form. For any breach of this Section 3.5, Customer shall be subject to any appropriate adjustment of the Training fees payable in connection therewith, in addition to all other remedies that may be available at law, in equity, or otherwise.

3.6 Training offerings and any certifications provided by Company to Customer are valid for two years, after which time Customer may elect to renew or refresh the offering or certification at an additional cost under a separate Order Form, subject to availability as determined by Company.

3.7 Scheduling.

(a) Confirmation. Customer will not be confirmed for any Training unless payment is received at least 14 days prior to Training start date. Customer's acceptance into the Training will be subject to availability as determined by Company.

(b) Reschedule Policy. Customer may reschedule the Training provided that the request to do so is made in writing to Company at least one business day prior to the originally scheduled Training. Customer may only reschedule a particular Training offering twice and the new registration expires one year from the original registration date.

(c) Cancellation Policy. If Customer cancels a Hosted Session there is **NO REFUND**. For all other Training, Customer may cancel a particular Training offering based on the following cancellation schedule: (i) 100% refund: 4 or more weeks prior to the Training offering; (ii) 50% refund: 2-4 weeks prior to the Training offering; and (iii) 0% refund: less than 2 weeks prior to the Training offering.

3.8 Company Cancellation Rights. Company reserves the right to cancel any Training offering on the grounds of low numbers of participants as applicable, any Force Majeure event, instructor sickness, or airline travel delays, without liability of any kind to Company. Company assumes no responsibility for losses from nonrefundable travel arrangements or cancellations. In these instances, Customer may reschedule or choose a full refund.

3.9 Training Warranty. Company warrants that Training shall be provided in a professional and workmanlike manner. For any breach of warranty, Customer's exclusive remedy shall be a full refund for the Training. Except as expressly provided for in this Section 3.9, Company hereby expressly disclaims any and all other representations, warranties, or conditions with respect to the Training, whether express, implied, statutory or otherwise, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. **COMPANY MAKES NO WARRANTY AS TO RESULTS TO BE ATTAINED BY ATTENDING TRAINING OR USING ANY TRAINING MATERIALS.**

3.10 Training Release and Assumption of Risk.

(a) Release. In consideration of being permitted to receive the Training, Customer, for itself, its officers, employees, agents, heirs, personal representatives, successors, and assigns, does hereby release, waive, discharge, and covenant not to sue Company, the facility, venue, and property owners upon which the Training takes place and all Training participants, and each of their respective officers, employees, agents, heirs, personal representatives, successors and assigns (collectively, hereafter called the "**Released Parties**"), from liability from any and all claims including the negligence of the Released Parties, resulting in personal injury, accidents, or illnesses (including death), property loss, and damages arising from, but not limited to, participation in the Training.

(b) Assumption of Risks. Participation in the Training carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one Training offering to another, but the risks range from: (1) minor injuries, such as scratches, bruises, and sprains; (2) major injuries, such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; to (3) catastrophic injuries, including paralysis and death.

(c) Acknowledgement. Customer acknowledges that Customer has read the previous paragraphs and knows, understands, and appreciates these and other risks that are inherent in the Training. Customer hereby asserts that its participation in the Training is voluntary and that Customer knowingly assume all such risks.

3.11 Training Indemnification and Hold Harmless. **In addition to the Company's indemnity rights under the MSA, and without waiving any such rights,** Customer agrees to INDEMNIFY, DEFEND, AND HOLD the Released Parties HARMLESS from any and all third party claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees arising from, in connection with, or in any way related to Customer's or Customer personnel's attendance at, involvement in, or participation in the Training.

3.12 Customer is responsible for all acts and omissions of its Training recipients, and any act or omission by a Training recipient that would constitute a breach of the Agreement if taken by Customer will be deemed a breach of the Agreement by Customer.

4. Reservation of Rights. Customer acknowledges that, as between Customer and Company, Company owns all right, title, and interest in and to the Training, including all intellectual property rights, trade secrets, ideas and concepts, processes, procedures, methodologies, templates, techniques, and know-how conceived, developed, or reduced to practice by Company in connection with the Training. Subject to the limited rights expressly granted hereunder, Company reserves all rights, title, and interest in and to the Training, including all related intellectual property rights. No rights are granted to Customer other than as expressly set forth herein. Customer acknowledges that the Training is made available to Customer in accordance with the terms and conditions of this Addendum B.