

TRAINING SERVICES AGREEMENT

This is a Training Services Agreement (“Agreement”) by and between you, the customer receiving training services (“Customer”), and E-SPIN INTERNATIONAL PTE. LTD. (“E-SPIN”), a Singapore corporation having its principal place of business at 10 Anson Road #18-17 International Plaza 079903 Singapore. This Agreement is effective upon Customer’s signature or payment for or usage of the Training Services or Materials, each of which constitutes Customer’s agreement to these terms and conditions.

1. SCOPE

- A. Training Services. This Agreement applies to training courses, program or certification testing offered by E-SPIN (the “Training Services”) and provided to Customer’s designated attendees (the “Attendees”). The Training Services may include the following:
1. (a) Classroom training at E-SPIN’s designated location (“Classroom Training”);
 2. (b) Onsite training at Customer’s designated location (“Onsite Training”);
 3. (c) Instructor-led remote training (“Virtual Classroom Training”);
 4. (d) On demand prerecorded audio/video sessions available over the Internet (“On Demand Training”); and
 5. (e) Certification exams (“Exams”).
- B. Incidental to the Training Services, E-SPIN may also provide slides, documents, examples, test questions, and other materials (the “Materials”). For Onsite Training, E-SPIN agrees to comply with Customer’s reasonable security procedures provided Customer informs E-SPIN of such procedures in advance. Both parties agree to comport themselves in a professional manner and perform their obligations hereunder in accordance with good business practices.
- C. Ordering. Customer will provide E-SPIN with requests for Training Services via electronic transmission or otherwise, including, if applicable, a requested date and time. E-SPIN will make reasonable efforts to accommodate such requests but may require a different date and time, depending on the circumstances. All such requests will be governed by this Agreement. Additional or different terms and conditions in any order or communication from Customer are void and of no effect. Customer must sign up for a specific date for the Training Services within six (6) months of the invoice date reflecting applicable fees payable to E-SPIN, and must receive the Training Services within one (1) year of such invoice date. If Customer fails to satisfy either of these criteria, E-SPIN will have no obligation to provide such Training Services to Customer or a refund of any kind. Notwithstanding the foregoing, if E-SPIN fails to reasonably make course dates available to Customer, the foregoing deadlines will not apply.

- D. Access to Training. Upon payment of all sums due under this Agreement by Customer, E-SPIN will grant each Attendee (i) a non-exclusive, non-transferable license to access the particular Training Services for which Customer has paid, and (ii) a non-exclusive, non-transferable license to use a single copy of the Materials. For On Demand Training and Exams, E-SPIN will provide Customer with an access code for each item purchased. Customer may use each access code only for as many Attendees as are authorized by such code to receive access to the Training Services. Customer must purchase the appropriate number of access codes to allow participation by each Attendee. Each access code will provide Customer a period of time, as specified by E-SPIN, in which to access the specific Training Services ordered. E-SPIN endeavors to make its classroom locations accessible for students with disabilities. E-SPIN will make reasonable accommodations for individuals with disabilities provided that Customer advises E-SPIN of their requirements with sufficient advance notice to accommodate such requests (additional services charges involve, please discuss with the customer service representative for those additional need and requirement).

2. CUSTOMER/ATTENDEE OBLIGATIONS

A. Prerequisite Knowledge. Some of the Training Services may require Customer or Attendees to have specialized knowledge or have completed prerequisite courses. E-SPIN will endeavor to notify Customer of any such requirements (on its site or otherwise), but Customer is responsible for assessing the suitability of the Training Services or of its Attendees for enrollment. Further, E-SPIN makes no guarantee that enrollment in appropriate prerequisite classes will result in Attendees passing a related Exam (if involve). E-SPIN will not provide any refund based on a failure to meet prerequisites.

A. Technical Requirements. To properly utilize the Training Services, Customer may need to meet particular software or hardware requirements (for example, appropriate computers or appliances, stable Internet connection, verification of network communication paths, up-to-date web browser, operating system, etc.). E-SPIN may post such requirements online or otherwise inform Customer of such requirements. Customer is responsible for meeting such requirements. If technical issues arise during the Training Services, E-SPIN will use commercially reasonable efforts to resolve such problems, but will have no liability based on Customer's failure to meet technical requirements.

B. Appropriate Behavior. Attendees must meet E-SPIN's standards for appropriate behavior during the Training Services. E-SPIN reserves the right to dismiss (without refund) an Attendee from any instance of the Training Services to maintain a productive classroom environment. In particular, E-SPIN will not permit Attendees to harass other students or instructors, or to act inappropriately or disruptively. Further, Attendees may not disclose Exam questions or answers to other Attendees or any other third party, and may not provide assistance to other Attendees taking the Exams. In such cases, E-SPIN will have no obligation to provide a refund or a certification. For all Training Services taking place at a E-SPIN designated site, Customer agrees that it (and its Attendees) will leave all facilities in the same condition as initially provided.

3. PAYMENT AND PRICING

- A. Prices. Prices will be those in effect on the date the Customer orders the Training Services. Prices do not include taxes or any expenses required by Customer to access the Training Services (for example, Internet access fees). E-SPIN reserves the right to increase prices at any time without prior notice. E-SPIN will not be responsible for any refunds for Training Services except as explicitly described in this Agreement.

- B. Change Fees. Customer may request a change in the scheduled date of the Training Services, provided it gives E-SPIN sufficient notice and agrees to pay a change fee, as described below. Customer will not receive a refund if it attempts to cancel the Training Services other than requesting a change as described herein. If Customer or its Attendees do not attend a scheduled session without properly rescheduling, payment for such Training Services is forfeited. Customer may not reschedule Training Services more than one (1) time. For On Demand Training and Exams, Customer must use the Training Services during the defined period in which the access code is valid. For Classroom Training, Onsite Training, and Virtual Classroom Training, Customer may request a change in the scheduled date of the Training Services at least fifteen (15) full business days prior to the scheduled Training Services. To request such a change, Customer must also pay a change fee equal to thirty-five percent (35%) of the initial price of the class, payable immediately. Customer may substitute different individuals for scheduled Attendees provided E-SPIN is properly notified at least three (3) business days in advance.

4. PROPRIETARY RIGHTS

Notwithstanding anything to the contrary, E-SPIN retains ownership of all copyright and other intellectual property rights in the Training Services and Materials, including any documentation, data, technical information and know-how provided to Customer or its Attendees. Customer agrees that it must obtain E-SPIN's prior written consent before it may: (i) copy any of E-SPIN's copyrighted material; (ii) use any recording equipment (including, but not limited to, audio recorders, video recorders, and cameras) during the Training Services; or (iii) use E-SPIN's trademarks, trade names, or other designations in any promotion or publication.

5. NONDISCLOSURE

- A. Confidential Information. "Confidential Information" means information belonging to or in the possession or control of a party (the "Disclosing Party"), its customers or its suppliers which is of a confidential, proprietary, or trade secret nature, including without limitation all business information, technological information, intellectual property, Exam questions, software, and other information related to Disclosing Party's business, technology, products, customers, personnel or finances, that the other party (the "Receiving Party") has access to under this Agreement and that are not readily available to the general public (collectively, "Confidential Information"). As between Disclosing Party and Receiving Party, Confidential Information will remain the property of Disclosing Party. Receiving Party will preserve and protect all Disclosing Party Confidential Information and

Receiving Party will not disclose the existence, source, or content of Confidential Information, except to its employees or contractors with a need to know and under obligation of confidentiality at least as stringent as under this Agreement. Neither party will copy or reverse-engineer any Confidential Information.

- B. Exceptions. "Confidential Information" will not include information that (a) is already known to Receiving Party, free of any obligation to keep it confidential; (b) is or becomes publicly known through no wrongful act of Receiving Party; (c) is received by Receiving Party from a third party without any restriction or confidentiality; (d) is independently developed by Receiving Party without reference to Disclosing Party's Confidential Information; or (e) is disclosed to third parties by Disclosing Party without any obligation of confidentiality.

6. ACCEPTANCE

The Training Services will be deemed satisfactory to Customer and accepted by it unless within five (5) calendar days after the Training Services have been performed, Customer gives E-SPIN written notice of the respects in which the results do not conform to the applicable requirements together with the supporting document. Upon confirmation by E-SPIN after investigation for the claim of inadequacy of the Training Services, E-SPIN's entire liability and Customer's exclusive remedy will be for E-SPIN to use its reasonable efforts to reperform the Training Services within a reasonable period of time; provided that if E-SPIN is unable to reperform the Training Services, E-SPIN may elect to refund all payments actually received by E-SPIN from Customer for the particular Training Services deemed unacceptable, in full satisfaction of E-SPIN's obligations (the net refund will minus other incur operating expenses such as site renting, break refreshment, set lunch meal provide and other related expenses, if package or as customer request to provision together).

7. REPRESENTATIONS.

ALL TRAINING SERVICES, MATERIALS OR OTHER INFORMATION PROVIDED BY E-SPIN UNDER THIS AGREEMENT ARE FURNISHED ON AN "AS-IS" BASIS. E-SPIN MAKES NO EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. E-SPIN MAKES NO WARRANTY AS TO ANY RESULTS TO BE ATTAINED BY RECEIVING THE TRAINING SERVICES, ATTENDING THE CLASSES, RECEIVING CERTIFICATION OR USING THE MATERIALS PROVIDED HEREUNDER.

8. LIMITATION OF LIABILITY

IF CUSTOMER SHOULD BECOME ENTITLED TO CLAIM DAMAGES FROM E-SPIN (INCLUDING FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, MISREPRESENTATION AND OTHER CONTRACT OR TORT CLAIMS) E-SPIN WILL BE LIABLE ONLY FOR THE AMOUNT OF CUSTOMER'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED (IN THE AGGREGATE FOR ALL CLAIMS) THE FEES PAID TO E-SPIN FOR THE SPECIFIC TRAINING SERVICES GIVING RISE TO SUCH LIABILITY THAT ARE THE SUBJECT OF THE CLAIM.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL E-SPIN OR ITS AFFILIATES BE LIABLE FOR ANY OF THE FOLLOWING: LOST PROFITS, LOST REVENUE, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. INDEMNIFICATION

Customer will indemnify, defend and hold harmless E-SPIN and its officers, agents, contractors and employees against any loss, damages, fines and expenses (including attorneys' fees and costs) arising out of or relating to any claims based on an act or omission by Customer or Attendees that constitutes a violation of this Agreement. If Customer is a governmental entity that is prohibited by law from providing this type of indemnification, this section 9 will not apply except as otherwise provided in an addendum to this Agreement.

10. TERMINATION

This Agreement will terminate upon completion of the Training Services or upon cancellation in accordance with this Agreement. E-SPIN may cancel the Training Services if minimum enrollment requirements are not met, the instructors or engineers are unable to attend, there are technical difficulties, or for any other reason. In such case: (i) E-SPIN will make reasonable efforts to notify Customer prior to the scheduled date of the Training Services; and (ii) E-SPIN will only be responsible for refunding the fees for the Training Services under this Agreement. In no event will E-SPIN be responsible for Customer's travel expenses. E-SPIN reserves the right to cancel an Attendee's registration if payment has not been received prior to the class start date. The termination of this Agreement will not relieve Customer from complying with any provisions of this Agreement that contemplate performance subsequent to termination (including, but not limited to, Customer's confidentiality obligations).

11. GENERAL

- A. Assignment. E-SPIN may assign this Agreement in its discretion. Customer may not assign, subcontract or otherwise delegate its rights or obligations without the prior written consent of E-SPIN, and any attempt to do so will be void. This Agreement will be binding upon the parties' respective successors and permitted assigns.
- B. Waiver. No failure or delay by E-SPIN in exercising any right, power or remedy will operate as a waiver. No waiver will be effective unless it is in writing and signed by an officer of E-SPIN. If E-SPIN waives any right, power or remedy it has, such waiver will not waive any successive or other right, power or remedy.
- C. Choice of Law. This Agreement will be governed by the laws of the Singapore, without regard to any provision of Singapore law that would require or permit the application of the substantive law of any other jurisdiction. If Customer is a governmental entity that cannot legally agree to be governed by laws of the Singapore, this section 11.C will be deemed to refer to the laws of Customer's country or state rather than to the Singapore.

- D. Jurisdiction and Venue. The parties submit to the exclusive jurisdiction of the courts of Singapore, for any question or dispute arising out of or relating to this Agreement. Due to the high costs and time involved in commercial litigation before a jury, the parties waive all right to a jury trial with respect to any and all issues in any action or proceeding arising out of or related to this Agreement. If Customer is a governmental entity that cannot legally submit to the exclusive jurisdiction of the courts of Singapore, this section 11.D will be deemed to be deleted.
- E. Severability. The provisions of this Agreement will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of this Agreement, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.
- F. Injunctive Relief. Customer agrees that if a court of competent jurisdiction determines that Customer has breached, or attempted or threatened to breach any of its obligations under sections 2, 4 or 5, E-SPIN will be entitled to obtain appropriate injunctive relief and other measures restraining further, attempted or threatened breaches, of such obligations. Except where specified to the contrary, all remedies provided in this Agreement are cumulative and in addition to all other remedies that may be available.
- G. Notices. All notices to be given to a party under this Agreement must be in writing, sent to the address above or to such other addresses as Customer or E-SPIN may designate, by certified mail (return receipt requested), overnight courier, personal delivery, or confirmed email or facsimile.
- H. Entire Agreement. In addition to this Agreement and any software license agreements covering products used during the Training Services, to the extent the Training Services under this Agreement include usage of E-SPIN's website, the parties are also bound by the terms of the Terms of Service and Privacy Policy located on such website. Other than such terms, if applicable, this Agreement constitutes the entire agreement between the parties, and supersedes all other prior or contemporaneous communications between the parties (whether written or oral) relating to the subject matter of this Agreement. Unless otherwise expressly provided herein, this Agreement may be modified or amended solely in writing where signed by both parties.
- I. Force Majeure. Except for obligations to make payments, neither party will be liable for any delay or failure to meet its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to war, riot, insurrection, civil commotion, labor strikes or lockouts, shortages, factory or other labor conditions, fire, flood, earthquake or storm.
- J. Non-Solicitation. During the term of this Agreement and for a period of two (2) years after its expiration or termination, Customer will not, either directly or indirectly: (i) employ or solicit for employment any person employed by E-SPIN or any of its affiliates then or at any time within the preceding twelve

(12) months with whom Customer has worked in the course of performance of this Agreement; or (ii) solicit, or assist in any way in the solicitation of, business from any of E-SPIN's or its affiliates' customers, either for Customer's own benefit or the benefit of anyone other than E-SPIN, unless the business being solicited is not competitive with the services or products provided by E-SPIN or its affiliates.