

SQLHA Training Policy

SQLHA LLC (“Company”) may advertise, lead, and/or sell seats for training classes which are hosted at a physical or Internet-based venue (“Host”) and are open to the public under its name or the SQLHAU® imprint, or via third parties (“Partners”). By registering, a registrant (“Student”) consents to be bound by the terms and conditions found in this SQLHA Training Policy (“Agreement”). Any questions about this Agreement should be asked prior to registration.

1. Partner-Sold and/or Run Training Classes

All terms and conditions in this Agreement are based upon a Company-sold and run training class.

For Partner-based training classes, the Student is bound by the Partner’s terms and conditions. The Partner’s terms and conditions will supersede those in this Agreement where there are any conflicts. This includes, but is not limited to: registration, payment, discounts, cancellation, and termination. Any questions about a Partner’s training class policies should be directed to the Partner.

2. Registration and Payment

A Student must register for a class prior to attending.

Payment is due in full at the time of registration. A purchase entitles the Student to one (1) seat in the training class they paid for. The Company does not accept any third party vouchers as payment.

All payment inquiries should be directed sales@sqlha.com.

3. Promotional Discounts and Vouchers

From time to time for Company-sold classes, the Company may offer targeted or time-based promotional discounts reducing the price of a class. A valid discount must be entered at the time of purchase. Once the payment process is complete, a Student’s price will not be adjusted.

If the Student registers at no cost as the result of winning a contest or other method where they are not paying for the seat, they are responsible for any taxes that may be applicable based on the list price of the training class.

4. Cancellations and Refunds

The Company is under no obligation to offer any other remedies for cancellations and refunds other than what is listed in Section 4.

The cancellation and refund policy is as follows:

- a. The Student can apply the full value of their enrollment to a Company-sold class or multiple classes within one calendar year (12 months) of the start date of the original class.
- b. The Student may transfer the full value of his or her enrollment to another person who agrees to the terms and conditions of this Agreement. Once transferred, the seat is then property of the new Student and the original Student can lay no claim to it.

- c. A refund of any amount paid may be requested based on the following schedule:

Timeframe	Amount Refunded
61 or more Days Before the Original Class Start Date	95% of the price paid
31 – 60 Days Before the Original Class Start Date	65% of the price paid
0 – 30 Days Before the Original Class Start Date	No amount is refunded

If the Student changes his or her enrollment to another class, this is considered like Section 4 clause a, no refund option is available.

- d. In the event the Company cancels the class for which a Student has registered, the following relief options are available:
- i. If the class is rescheduled, the Student's registration will automatically transfer to the new class dates.
 - ii. If the class is not rescheduled or the Student cannot attend the new class dates:
 - a) Section 4, clauses a and b would be applicable remedies.
 - b) Request a refund for the price paid by the Student with no penalties.

Any refunds will be paid on a Net 30 basis from the date of receiving the request either by check or bank transfer if the original method of payment cannot be refunded. A refund will not include any fees incurred as the result of a bank transfer.

5. Lab Equipment

Should a class have lab exercises, unless otherwise indicated by the Company or its Partner, each Student must provide their own equipment such as a laptop. The Company will send information on equipment and software requirements to the Student approximately one month before the start of the class.

6. Travel Expenses and Food

The price for the training class does not include any travel expenses. Travel expenses include, but are not limited to: airfare, taxis, rental cars, lodging, and meals.

The Company, its Partners, and/or the Host are not responsible for any expenses that a Student incurs as a result of a class cancellation. If a Student is worried about travel, it is recommended not to purchase airfares or hotel that cannot be changed or refunded.

Providing food during breaks and lunch during class hours is at the sole discretion of the party providing the training. Should the Student have specific dietary needs in the event food is provided, the Student acknowledges that their requirements may not be able to be accommodated in part or in whole. Best efforts will be taken to accommodate Students with special dietary requirements.

7. Intellectual Property Rights

Unless otherwise noted in the Class Materials, SQLHA owns the worldwide, exclusive copyright and retains all rights to Class Materials. Class Materials may include, but are not limited to, slide decks and lab manuals.

For all Class Materials for which Company owns the rights, the Student is granted a single, non-exclusive personal use license that is that non-transferrable, royalty-free, limited, and revocable. The limitations of this license include:

- a. The Student cannot incorporate any Class Materials in part or in whole into derivative works that will be sold or distributed for any external use, regardless if it is for profit or not for profit. Any such work would be then owned by the Company, including all profits that were gained from the derivative work.
- b. Without limiting the rights under copyright, no Class Materials may be shared, reproduced, stored in or introduced into a retrieval system, sold, copied, distributed, or transmitted in any form or by any means (electronic, mechanical, photocopying, recording, or otherwise), or for any purpose, without the express written permission of the Company.
- c. The Student has no rights to future revisions of Class Materials for the class title they have already attended, or for any other Company training class, regardless of format.

Students may freely take notes for their use. However, no Student may record a training class nor subsequently broadcast, distribute, sell, publish or share via any method now known or hereafter developed, including, but not limited to: video recording and photographs.

The Student acknowledges and agrees that a breach or threatened breach of Section 6 will result in immediate, irreparable, and continuing damage to the Company and its business for which there will be no adequate remedy at law, and further agrees that in the event of any breach or threatened breach of said obligations and agreements, the Company, and its successors and assigns, shall be entitled to temporary and permanent injunctive relief and to such other further legal and equitable relief, including damages, as is proper in the circumstance which may be available to it to prevent or to restrain any such breach by the Student, or by the Student's partners, agents, representatives, servants, companies, contractors, and any and all persons directly or indirectly acting for or with the Student.

Notwithstanding anything to the contrary herein, the Student shall be free to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the training class.

8. Survey/Feedback Responses

At the end of a class, if a survey or feedback form (physical or electronic) is provided and subsequently completed by the Student, the Student grants the Company a non-exclusive, royalty-free, worldwide, perpetual license to reproduce, distribute, transmit, create derivative works of, and publicly display the responses by all means and in any media now known or hereafter developed. If a quote will be used, a Student will be given the opportunity to opt in to allow their name to be attributed to the quote.

9. Limitation of Liability and Warranty

SQLHA does not guarantee any interaction via websites, whether or not they are owned or controlled by SQLHA, which may be accessed as part of the registration process or through Class Materials. By accessing and using websites associated with the training class, a Student is bound by the terms and conditions of each website.

The Student, the Student's partners, agents, representatives, servants, companies, contractors, and any and all persons directly or indirectly acting for or with the Student agree to indemnify and hold harmless the Company and its agents, employees, Partners, and the Host from liability from all claims, losses, expenses, fees including attorney fees, costs, and judgments for any incidental or consequential damages which arise from errors, omissions, or other problems which may exist in Class Materials or things misheard during the training class; or the inability of the Student to understand and subsequently use the material. Furthermore, the Company disclaims to the fullest extent permitted by law, all implied warranties, including the warranty of merchantability and for a particular use.

10. Termination

The Company may terminate this Agreement if the Student violates Section 7.

If this Agreement is terminated, effective immediately, the Company will revoke the Student's access to electronic Class Materials and the Student's registration will be terminated. The Student is not entitled to any refunds or relief. The Student must immediately stop the usage of all Class Materials in his or her possession, and destroy all copies of Class Material in his or her possession.

If required by the Company, the Student agrees to certify compliance with the destruction of Company property in writing.

11. Survival

All covenants and agreements survive the execution and possible termination of this Agreement.

12. Governing Law and Disputes

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

All disputes arising under this Agreement shall be litigated only in courts of competent jurisdiction located in the Commonwealth of Massachusetts sitting in Middlesex County. All of the parties to this Agreement consent unequivocally to the jurisdiction of such courts, and waive all defenses on the grounds of personal jurisdiction and *forum non conveniens*.

13. Final Agreement

This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. This Agreement may be amended or altered at any time by the Company and it is the Student's responsibility to check for any changes.