



TERMS & CONDITIONS FOR TRAINING COURSES

The following constitute the terms and conditions to which applicants agree when booking any standard Coveo face-to-face training or e-learning courses ("**Terms & Conditions**"). If you are agreeing to these Terms & Conditions not as an individual but on behalf of your company or other legal entity, then "**Customer**" or "**you**" or "**your**" shall refer to such entity and its affiliates, and you represent that you have the authority to bind such entity and its affiliates to these Terms & Conditions and you are binding your company to these Terms & Conditions. Coveo (as defined in Section 8.1 below) and you shall each be referred to as a "**Party**" and together as the "**Parties**" in this Agreement. If you do not have such authority, or if you do not agree with these Terms & Conditions, you must not accept these Terms & Conditions and may not use the documentation, whether printed or available online, provided by Coveo in relation with the training ("**Training Material**"). Coveo reserves the right to review and update these Terms & conditions periodically at its sole discretion.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR BY USING OR ACCESSING COVEO TRAINING MATERIAL, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

1. BOOKING

1.1 Standard training. Standard Face-to-face training and e-learning courses can be booked via the booking forms available on the Coveo website. When you submit a booking for an online course, your submission represents an offer to Coveo to book you onto the course you selected. On submission of the face-to-face training course or e-learning course form you will receive an automated summary email of your selection. Coveo will accept your offer by entering your booking onto the Coveo system and sending you an email confirming that you have been booked together with information on starting your learning.

1.2 Custom Training. Custom training engagements can also be contracted through Coveo Professional Services in the form of a Statement of Work document as described and governed by Coveo's Customer Agreement.

2. PAYMENT

Training fees can be paid at the point of booking via PayPal's secure online payment process if you are located in the United States. Otherwise they can be paid by check or bank account transfer. In all cases, payment must be received prior to start of training. If you elect to pay the fees via PayPal, all major credit and debit cards are accepted. A receipt will be sent to you by email from PayPal confirming payment. PayPal will receive the information needed to verify and authorise your payment card and to process your order and is under strict legal and contractual obligations not to disclose this information to third parties. Please note that if you do not provide accurate details (including type of card and number) or if your credit card company does not authorise payment, your application will be deemed void. Coveo will not accept any liability for costs incurred as a result of applications deemed void in this manner.

Sales taxes (VAT, TVA etc.), if any, are charged at the applicable rate depending on the product and/or customer.

You may also purchase in advance training credits that will be applied against any training purchased in the twelve (12) months following the purchase date. The training credits purchased will be valid for twelve months from purchase date and can be used to book face-to-face or e-learning training courses. At the expiration of the twelve-month period, Coveo will neither refund any fees nor reimburse any other costs if the credits have not been used.

3. YOUR OBLIGATIONS

Coveo Solutions, Inc. Proprietary & Confidential
Revised as of 03/07/2017



You may not allow anyone else to access the e-training courses via your log-in details. You must comply with all health and safety rules and regulations and any other reasonable security requirements that apply at the premises at which the training courses are provided. Coveo reserves the right to remove any delegate from a training course whose behaviour is deemed inappropriate by Coveo or its trainers. In these circumstances, Coveo will neither refund any fees nor reimburse any other costs.

4. LIMITATION OF LIABILITY

Coveo does not accept responsibility for anyone acting as a result of information in, or views expressed on, its training courses including course materials. Opinions expressed are those of individual trainers and not necessarily those of Coveo. Participants should take professional advice when dealing with specific situations.

Should a participant require an invitation letter from Coveo, we are able to provide this as long as full payment of the training course fee has been received. Coveo is not able to act on behalf of the participant and is not responsible for any costs incurred by failure to obtain a full visa.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, COVEO SHALL NOT BE LIABLE FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, COSTS OF DELAY OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COVEO'S AGGREGATE LIABILITY TO THE OTHER SHALL EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO COVEO FOR THE TRAINING GIVING RISE TO A CLAIM.

5. WARRANTY AND DISCLAIMER

Coveo ensures that all our training services are delivered diligently and in a good, workmanlike, timely and professional manner consistent with industry standards. The training services will be performed as described in the individual class agendas. Coveo shall provide such trainers to present the training course as it, in its sole discretion, deems fit and Coveo shall be entitled at any time to substitute any trainer with any other person who, in Coveo's sole discretion, it deems suitably qualified to present the relevant course.

Coveo does not warrant that the provision of any content online will always be available or be uninterrupted, timely or error free, that defects will be corrected or that such content is secure or free from bugs, viruses, errors and omissions.

6. INDEMNIFICATION

Both Parties agree to defend, indemnify, and hold harmless the other Party and its directors, officers and employees from and against any demands, damages, or liabilities (including reasonable attorneys' fees) arising from a third party claim that the indemnifying Party caused bodily injury (including death) or damaged real or tangible personal property.

7. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

All Training Material is owned by Coveo. All intellectual property rights in all Training Material available, including the design, graphics and text of all printed materials and the audio of all webinars and podcasts, are owned by Coveo. When you are given access to the Training Material, you are granted a non-exclusive, non-transferable, revocable licence to use the Training Material. No Training Material may be copied, reproduced, uploaded, posted, displayed or linked to in any way, in whole or in part, without Coveo's prior permission. Any such use is strictly prohibited and will constitute an infringement of Coveo's intellectual property rights.



To provide a continuous check on the consistency and quality of training delivery, all students will receive a follow-up email at the end of each class asking to submit feedback in the form of a satisfaction survey. This feedback will be reviewed in detail and will be used to make continuous improvements to class content and delivery.

8. CANCELLATION AND TRANSFER

8.1. Cancellation by customer.

8.1.1 Face to Face. If you notify Coveo in writing (by email or post) that you wish to cancel a face-to-face training course not less than 28 days before the start date of a course, you will be entitled to a 50% refund. Refunds will be processed within 28 days of receiving your request via bank transfer to the original payer. If the reason you need to cancel a face-to-face training course is because you have been declined a visa, we can issue a full refund as long as you have proof that your visa has been declined and you give us at least 28 days' notice. If you withdraw for any reason less than 28 days before the start date of a course, no refund will be issued but you may transfer your place on the course to a substitute. Substitutions should be notified to Coveo at least 48 hours prior to the course start date. If you fail to attend the course on which you are booked without giving prior notice to Coveo, we are unable to refund the course fees or offer a transfer.

8.1.2 E-Learning. Once you have booked an e-learning course or package the fee is non-refundable. If you cancel any e-learning course or package you will not be entitled to any refund. There is no charge for transferring your booking to the same course on an alternative date provided you notify Coveo in writing not less than 10 days before the start of the training and if there is availability. However, a transfer fee of 20% of the course fee (plus VAT) will be payable if the notice is received less than ten (10) days before the start of the original course. If you transfer your booking you will not receive any refund, and you will not be entitled to transfer more than once.

You must make any request to transfer a course in writing, which may be sent by email to: trainingrequest@coveo.com.

8.2. Cancellation by Coveo. Coveo reserves the right to cancel any training course due to insufficient enrollment by providing notice to you at least 7 calendar days prior to schedule commencement date. In the event of cancellation by Coveo, you may elect to receive a full refund of registration fees paid or credit toward alternative class(es). Nevertheless, Coveo will not be responsible for non-refundable tickets purchased or reservations made by you. If a training class is cancelled by Coveo due to any Force Majeure Event as defined in Section 10.5, the Customer is entitled to a full class credit which must be used within 3 months of the date of the original class for another class offered by Coveo.

9. CONFIDENTIALITY

Except as otherwise set forth in these Terms & Conditions, each party may disclose to the other party certain confidential information under these Terms & Conditions. Each party agrees that all code, inventions, know-how, business, technical and financial information or any information specifically designated as confidential or that would be understood to be confidential or proprietary by a reasonable person disclosed to such party ("**Receiving Party**") by the disclosing party ("**Disclosing Party**") constitute the confidential property of the Disclosing Party ("**Confidential Information**"). Any Coveo technology, any commercial terms (including pricing) of these Terms & Conditions and any performance information relating to the products shall be deemed Confidential Information of Coveo without any marking or further designation. Except as expressly authorized herein, the Receiving Party will use (and will ensure that its employees, Affiliates, agents, contractors and any approved third parties use) reasonable efforts (which shall be no less than the efforts used to protect its own confidential information of a similar nature) to prevent the disclosure of any Disclosing Party's Confidential Information for any purpose other than providing the training contemplated by these Terms & Conditions unless authorized by the Disclosing Party. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or



has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may also disclose Confidential Information if so required pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party).

10 MISCELLANEOUS

10.1 Who you are contracting with, notices, governing law and venue. Who you are contracting with under these Terms & Conditions, who you should direct notices to under these Terms & Conditions, what law will apply in any lawsuit arising out of or in connection with these Terms & Conditions, and which courts have jurisdiction over any such lawsuit, depend on where you are domiciled and are described in the table below:

If you are domiciled in:	You are contracting with:	Notices should be addressed to:	The governing law is:	The courts having exclusive jurisdiction are:
The United States of America, Mexico or a Country in Central or South America or the Caribbean	Coveo Software Corp., a Delaware corporation	620 Davis Street San Francisco, CA 94111 United States	California and controlling United States federal law	San Mateo County, California
Canada, a Country in Asia or the Pacific region	Coveo Solutions Inc., a Canadian corporation	Chemin des Quatre-Bourgeois, Suite 200 Quebec City, QC G1W 2K7 Canada	Quebec and controlling Canadian federal law	District of Quebec, QC
A country in Europe, the Middle East or Africa	Coveo (Europe) B.V., a Dutch corporation	Ch Avenue 54-80 1119 PW Schiphol-Rijk, Netherlands	Netherlands	Netherlands

10.2 Dispute resolution: arbitration. In the event of any controversy or claim arising out of or relating to these Terms & Conditions, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If the parties do not reach settlement within a period of 60 days, any unresolved controversy or claim arising out of or relating to these Terms & Conditions shall proceed to binding arbitration under the Rules of Arbitration of the International Chamber of Commerce. The parties shall seek to mutually appoint an arbitrator. If the parties cannot agree on a single arbitrator, then there shall be three (3) arbitrators: one selected by each party, and a third selected by the first two. Arbitration will take place in the city where the courts have jurisdiction under the table set forth in Section 10.1. All negotiations and arbitration proceedings pursuant to this Section will be confidential and treated as compromise and settlement negotiations for purposes of all similar rules and codes of evidence of applicable legislation and jurisdictions. The language of the arbitration shall be English.

10.3 Contact. Please contact Coveo's training department for any other training questions or requests by emailing: trainingrequest@coveo.com.



10.4 Privacy Policy. All information provided by you under these Terms & Conditions will be treated in accordance with Coveo's [Privacy Policy](#).

10.5 Force majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under these Terms & Conditions (except for a failure to pay fees) if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency (each a "**Force Majeure Event**").

10.6 Entire Agreement and severability. This Agreement is the entire agreement between you and Coveo relating to the training and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the training or any other subject matter covered by these Terms & Conditions. If any provision of these Terms & Conditions is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.