

## WIND RIVER EDUCATION SERVICES TERMS AND CONDITIONS

Education and training products offered by Wind River will be provided subject to these Education Services Terms and Conditions ("Agreement"). In the event of a conflict between the terms of this Agreement and the terms of any services agreement between the parties, the terms of this Agreement shall prevail.

### 1. DEFINITIONS.

- 1.1 "**Authorized Users**" shall mean those Customer employees who have been properly registered to attend and participate in the training services provided by Wind River.
- 1.2 "**Education Services Products**" means training, mentoring, access to on-demand learning resources, and other education and training services offerings that may be offered by Wind River from time to time under this Agreement.
- 1.3 "**Lab Environment**" means the applicable education environment provided or made available to Customer for use during the delivery of Education Services Products by Wind River, including but not limited to any, some or all of the following at Wind River's discretion: host machines and tools (e.g., laptops and probes), targets (e.g., reference boards), target simulators, installed Software and related documentation and notes, and remote or virtual environments.
- 1.4 "**Mentoring**" means a scheduled session during which Wind River personnel will provide guidance on Wind River products specific to Customer's needs.
- 1.5 "**Software**" means (i) the Wind River standard software product provided to Customer as part of a Lab Environment strictly for use during the delivery of the applicable Education Services Product, or (ii) solely with respect to software developed by Wind River during the delivery of Mentoring. "Software" includes without limitation the operating system, software tools, object code or Source Code.
- 1.6 "**Source Code**" means computer software in human readable form that is not suitable for machine execution without the intervening steps of interpretation or compilation.
- 1.7 "**Training Materials**" means materials provided or made available by Wind River to Customer as part of training services provided by Wind River to Customer pursuant to this Agreement. This includes instructional materials, videos and user manuals. Training Materials may be provided in hard copy or soft copy form and may include material made available for on-line access and use, at Wind River's discretion.

### 2. TRAINING SERVICES.

- 2.1 **Instructor-Led Classes at Customer Facility.** For Instructor-Led classes at Customer Facilities ordered by Customer under this Agreement, Wind River will provide training services at Customer's designated facility. Wind River will not be responsible for the expense, preparation, access, or security of such facility. Customer shall provide a standard classroom configuration, and all security or other access permissions for the applicable site, and Customer will provide Wind River with any network access, tools, and equipment, including without limitation any required licenses or other rights for access and use of facilities, intellectual property, tools and equipment, as may be reasonably necessary for Wind River's performance of the training services. Unless agreed otherwise, Customer will provide a screen projector capable of attachment to a standard laptop video port.

For in-person classes with hands-on laboratory practices, Wind River will provide Training Materials and a suitable number of Lab Environments to allow Authorized Users to perform the laboratory exercises with a ratio of two (2) Authorized Users per workstation. At the conclusion of the Instructor-Led Class, Customer shall be responsible for ensuring that all Lab Environments are promptly shipped to Wind River's designated location. Wind River shall pre-pay the pre-approved shipping costs.

- 2.2 **Live Remote (or "Virtual Classroom") Classes.** For Live Remote (or "Virtual Classroom") Classes ordered by Customer under this Agreement, Wind River will provide remote instructor-led training services, using an online collaborative technology platform of Wind River's choice.

Customer agrees that: (i) Customer is solely responsible for any internet connection, phone connection, and other equipment necessary to access and view the training session and laboratory exercises; (ii) the transmission of the training, the Training Materials, and access to the Laboratory Environment, are licensed to Authorized Users only; (iii) Customer and its Authorized Users may not record in any manner, copy, modify, transmit or transfer the training session or the Training Materials, or any copy thereof; and (v) Customer and its Authorized Users must access and view the training session solely from the country specified in Customer's

order (for purposes of example, training sessions ordered from India shall only be accessed and viewed by Authorized Users located in India).

Wind River is not obligated to allow Authorized Users to attend alternative sessions to “make up” for class sessions that were missed. It is the responsibility of the student to test the internet connectivity with the virtual Lab Environment prior to the class.

Wind River will provide Training Materials and access to a virtual Lab Environment where technically realistic laboratory exercises may be performed by each Authorized User.

2.3 **Mentoring.** The following conditions apply to Mentoring delivered remotely or at Customer’s facility ordered by Customer under this Agreement:

Customer agrees that: (i) Mentoring sessions at Customer facility must be scheduled with minimum durations of two consecutive days; if customer requires shorter contiguous durations, Wind River has the right, in its sole discretion, to charge customer for reimbursement of reasonable and actual travel expenses for each Mentoring session; (ii) Provision of these services requires reasonable access to Customer’s personnel, plans, and systems, potentially to include, but not limited to: design goals, design framework, workstations, servers, data, build configurations, and code repository systems (collectively “Customer’s cooperation”), and without Customer’s cooperation, the level of detail or value of the resulting guidance may be reduced; (iii) for Mentoring delivered at Customer’s facility, Customer will provide required work areas and system access for the Wind River personnel, suitable for provision of the services, and any required licenses or other rights for access to and use of facilities, intellectual property, tools and equipment, as may be reasonably necessary for Wind River’s delivery of Mentoring; (iv) Wind River may require up to 2 weeks to appropriately staff the Mentoring services requested by Customer.

In addition, with respect to Mentoring delivered remotely, Customer agrees that Customer: (i) is solely responsible for any Internet connection, phone connection, and other equipment necessary to access and view the Mentoring session; (ii) may not record in any manner, copy, modify, transmit or transfer the Mentoring session, or any copy thereof; and (iv) must access and view the Mentoring session solely from the country specified in Customer’s applicable order.

2.4 **Learning Subscription.** Subject to the terms of this Agreement and Customer’s payment of applicable fees, the following will apply to Customer’s use of the Wind River Learning Subscription material ordered by Customer under this Agreement:

2.4.1 The Learning Subscription is considered an Education Services Product subject to the terms of this Agreement.

2.4.2 Any materials that Customer may access as part of the Learning Subscription, including but not limited to downloadable job aids or instructional code examples, are considered Training Materials subject to the terms of this Agreement.

2.4.3 For hands-on laboratory practices, Wind River will provide Training Materials and access to a Lab Environment to allow Authorized Users to perform the laboratory exercises.

2.4.4 Support that is made available through the Learning Subscription is limited to guidance with respect to the material made available through the Learning Subscription. Support and maintenance services for Wind River products are available to Customer for a separate fee pursuant to Wind River’s standard support and maintenance terms.

2.4.5 Access to the Learning Subscription is personal to each individual Authorized User and may not be transferred from one Authorized User to another without the express consent of Wind River.

### 3. LICENSE; USE RESTRICTIONS.

3.1 Wind River’s Training Materials are copyrighted works and as such may not be accessed, used, or downloaded by Customer except in accordance with the license grant in Section 3.2 below.

3.2 Subject to the compliance of Customer and its Authorized Users with the terms and conditions of this Agreement and any other agreements between Customer and Wind River, and payment of the applicable fees, Wind River hereby grants to Authorized Users a restricted, personal, non-transferable, non-exclusive, internal-use license to access and use the Training Materials solely in connection with the Education Services Products provided by Wind River hereunder and/or the Wind River products properly licensed by Customer under a separate agreement.

3.3 Lab Environments may be used by Customer solely during the delivery of the applicable Education Services Product. Customer shall have no other rights to use, access, transfer or distribute the Lab Environments for any purpose. Customer must not post, and Customer must take steps to ensure that no Authorized User posts, any content that includes any data that is illegal, unlawful,

harmful, infringing, or otherwise objectionable or contains any information or content that Customer or the Authorized User do not have a right to upload into the Lab Environments.

- 3.4 For the avoidance of doubt, Customer is strictly prohibited from allowing unregistered individuals to access or view any Education Services Product, Training Materials or Lab Environment provided by Wind River hereunder. Customer and its Authorized Users may not copy, modify, distribute or disclose to third parties the Training Materials or Lab Environments. Customer agrees that: (i) the training services and Training Materials and Lab Environments are provided to Authorized Users only; (ii) Customer and its Authorized Users may not record in any manner, copy, modify, transmit or transfer the Education Services Products, Lab Environments or Training Materials, or any copy thereof; and (iii) it may not reverse engineer, disassemble, decompile, translate, or attempt to derive the Source Code of any Software which may be related to the Training Materials or Lab Environments.
- 3.5 Any software developed during the delivery of Mentoring shall be deemed "Software" as defined in the applicable Wind River software license agreement under which Customer licensed the Wind River product that is the subject of the Mentoring (the "**Software License**"), and all provisions in such Software License applicable to the Software (including, without limitation, license grants and ownership, but specifically excluding standard support or maintenance services, Wind River indemnity obligations and warranties) shall apply to the Software developed under this Agreement. For clarification, the definition of Software used in this paragraph applies only to Software developed, if any, during the delivery of Mentoring, and all other uses of the term "Software" in this Agreement shall have the meaning set forth in Section 1.5 above.
- 3.6 Customer is responsible for obtaining its own licenses to use any required online collaborative technology platform directly from the applicable third party licensor, and no rights to use such third party materials are granted under this Agreement. Customer's access to virtual Lab Environments may also be subject to additional third party licensor terms. This Agreement does not grant Customer any rights in or to any Wind River standard products, even if delivered to Customer under this Agreement. Any rights or licenses to Wind River standard products shall be determined exclusively under a separate product license agreement(s) between Customer and Wind River.
- 3.7 Wind River shall not be obligated to provide any Education Services Products (including without limitation any associated Training Materials or Lab Environments) to customers who do not have existing valid, active Wind River license and support agreements in place covering the Wind River products that are the subject of the applicable Education Services Products.

#### **4. TERM AND TERMINATION.**

- 4.1 The term of this Agreement commences on the date Customer places its order for the applicable Education Services Products, and expires when the applicable Education Services Product is delivered, or one (1) year after the order is placed, whichever is soonest, unless this Agreement is earlier terminated pursuant to Section 4.2 below.
- 4.2 Either party may terminate this Agreement immediately upon written notice for a material breach of the other party, that, if curable has remained uncured for ten (10) days following the date of delivery of a written notice of the breach. Customer may terminate this Agreement without cause upon ten (10) days written notice. In the event of termination or expiration of this Agreement, all fees or charges then due and payable, or to become due and payable in the future based upon services ordered, shall be immediately due and payable and Customer's obligations to pay such amounts shall survive the termination of this Agreement. All Sections of this Agreement except Section 2 and Section 3.2 above shall survive expiration or termination of this Agreement.

5. **CANCELLATION, POSTPONEMENTS and NON-ATTENDANCE.** Cancellations and postponements of training services occurring with greater than ten (10) working days written notice prior to the scheduled start date will incur no cancellation or postponement fee. For cancellations or postponements ten (10) working days or less prior to the scheduled start date (including without limitation due to Customer's termination of this Agreement for convenience upon ten (10) days written notice pursuant to Section 4.2 above), tuition is non-refundable. Training services shall be rescheduled to take place within ninety (90) days of the original scheduled start date. Substitutions of Authorized Users are accepted at any time, provided such Authorized Users are bound by the terms of this Agreement. It is the Authorized Users' responsibility to attend class sessions, and an Authorized User's failure to attend a class shall not entitle Customer to any refund or credit. Wind River reserves the right to cancel or reschedule any course and will advise course participants as soon as possible.

6. **FEES AND PAYMENT.** Orders for Education Services Products will be invoiced on the start date of delivery of the services. Customer shall pay to Wind River the non-refundable training fees which shall be due and payable upon the date of Wind River's invoice, with payment terms Net 30 days. Wind River may charge interest in the amount of one and a half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less, from the due date until paid for all fees not paid when due. All fees are exclusive of taxes, and Customer shall pay all sales, use, services or other similar taxes, if any, applicable to the fees. If any balance of the order is unused at the end of one (1) year, the unused training fees will become due and payable.

7. **PROPRIETARY RIGHTS.** Wind River and its licensors exclusively own and retain all right, title and interest, including all worldwide intellectual property rights, in and to all Training Materials, Lab Environments and other services and materials delivered by or for Wind River under this Agreement, as well as any modifications thereto (whether made by Wind River or any other party). All rights not expressly granted to Customer in this Agreement are expressly reserved for Wind River and its licensors.
8. **SUPPLEMENTAL TERMS.** These Education Services Terms and Conditions are supplemental to an applicable services agreement (e.g., WRSA, Services Line Item Quote etc.) entered between the parties. If no such services agreement exists, then this Agreement hereby incorporates the terms of the Wind River Services Terms ("**Services Terms**") by reference. In the event of a conflict between this Agreement and the Services Terms, the terms of this Agreement shall prevail. A copy of the current Services Terms can be accessed through Wind River's website: [http://www.windriver.com/services/terms/SFS\\_Terms.pdf](http://www.windriver.com/services/terms/SFS_Terms.pdf)