

## AirMagnet Web-Based Training License Agreement

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This AirMagnet License Agreement (the "Agreement") is between the CUSTOMER using AirMagnet's online ecommerce solution to purchase the license; and may be either a private individual, a company, or individual organizations within the CUSTOMER's family of companies, or any of its successors and assigns ("CUSTOMER") and AirMagnet, Inc., a California corporation ("AirMagnet"), with a principal place of business at 835 E. Arques Avenue, Sunnyvale, CA 94085. Use of the Services signifies CUSTOMER agreement to the terms and conditions of use set forth in this Agreement.

1. "Services Defined;" Permitted Uses. For purposes of this Agreement, the "Services" consist of providing CUSTOMER with access to the AirMagnet online course(s) in which CUSTOMER has enrolled (the "Course") for a 90 day period, starting with the date CUSTOMER has paid for and is enrolled in a AirMagnet such course. As part of the Services, CUSTOMER has a nonexclusive, nontransferable right (a) to access the Course during periods when it is available, (b) to view individual screens of text, images, graphics, illustrations, photographs and the components that make up the Course, and to listen to its audio components, (c) to operate the viewing controls for the Course that AirMagnet has provided for CUSTOMER use, and (d) to print the printable file(s) that AirMagnet has made available for this purpose as part of the Course. CUSTOMER may use the Services solely for CUSTOMER noncommercial purposes relating to CUSTOMER personal or professional educational. In furtherance of these permitted purposes, CUSTOMER may make a single copy of the individual screens for CUSTOMER personal reference or as CUSTOMER study aid, provided that CUSTOMER do not modify the screen image in any way. CUSTOMER may also print and retain one (1) personal copy of the printable file(s) that AirMagnet provides solely for CUSTOMER personal reference and as CUSTOMER study aid. CUSTOMER may not modify this file in any manner. The rights described in this Section 1 relating to the Services are the exclusive rights granted to CUSTOMER under this Agreement.

2. CUSTOMER Obligations; License Restrictions. CUSTOMER is solely responsible for providing suitable equipment and a suitable Internet connection for using the Services. Use of the Services is limited to CUSTOMER noncommercial use on a single computer at any time. CUSTOMER may not share or distribute the services in any manner. Without limitation, CUSTOMER may not share CUSTOMER user name and password with others in order to provide them with access to the Services. CUSTOMER may not, through any technological means, distribute the Services to multiple computers or other devices, or display or project the Course to multiple viewers, or otherwise permit concurrent use of the Services or the Course. CUSTOMER may not, through any means, record, download, print, or otherwise reproduce any portion of the Course except as expressly permitted under Section 1 above. CUSTOMER may not sell, lease, license, rent, transfer or in any manner distribute or permit others to use the Services or the Course or any copy of any portion thereof. CUSTOMER may not reverse engineer, decompile or disassemble the Course or any other component provided as part of the Services. If CUSTOMER violates this Agreement, this license automatically terminates and CUSTOMER must immediately discontinue use of the Services and destroy any copies of the Course that CUSTOMER have made. In the event this license is terminated, CUSTOMER is not entitled to a refund of any registration, license or other fee that CUSTOMER paid to AirMagnet.

3. Course Ownership. This Agreement provides CUSTOMER with a limited right to use the Services and the Course. It does not transfer to CUSTOMER any ownership rights (a) in the materials and technologies used to provide the Services, (b) in the Course itself, or (c) in any copies that CUSTOMER obtain in accordance with the terms of this Agreement. All such materials and rights are provided to CUSTOMER pursuant to the license terms herein. AirMagnet retains all ownership rights in the Course, the copies, and all materials and technologies used to provide the Services.

4. No Professional Advice Provided. AirMagnet provides the Course and the Services for educational purposes. They do not provide any form of professional advice and may not be relied upon for such purposes.

5. WARRANTY DISCLAIMER. THE SERVICES AND THE COURSE ARE PROVIDED "AS" IS AND WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITATION, AIRMAGNET DOES NOT WARRANT THAT THE INFORMATION PROVIDED AS PART OF THE COURSE WILL BE ACCURATE OR ERROR-FREE, THAT THE SERVICES WILL BE PROVIDED WITHOUT INTERRUPTION OR THAT ALL FEATURES WILL BE AVAILABLE AT ALL TIMES. NOR DOES AIRMAGNET WARRANT THAT THE COURSE OR THE SERVICES, OR THE SOFTWARE THROUGH WHICH THEY ARE PROVIDED, WILL BE FREE FROM VIRUSES, TROJAN HORSES, WORMS OR OTHER HARMFUL COMPUTER CODE. CUSTOMER AGREES THAT CUSTOMER ASSUMES ALL SUCH RISKS. TO THE GREATEST EXTENT PERMITTED BY LAW, AIRMAGNET DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY IN NATURE, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

6. LIMITATION OF LIABILITY. IN NO EVENT SHALL AIRMAGNET BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

7. Miscellaneous. This Agreement is the complete and exclusive statement of the agreement between the AirMagnet and CUSTOMER relating to the Services and the Course and supersedes all prior written and oral communications and agreements relating thereto. This Agreement may only be modified as specified by AirMagnet in writing. If any of the provisions of this Agreement are held to be void or unenforceable, the remaining portions of this Agreement will continue in effect without giving regard to the void or unenforceable provisions. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or be construed as, a further or continuing waiver of any other term, provision or condition of this Agreement. This Agreement is governed by and will be construed in accordance with the laws of the State of California as applied to contracts entered into and wholly performed therein by residents thereof, and the federal courts for the Northern District of California and the state courts of California in and for the City and County of Santa Clara shall be the exclusive forum. In any dispute hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and other expenses. CUSTOMER may not transfer or assign CUSTOMER rights under this Agreement to any third party.