



JDA Software Group, Inc.
14400 N. 87th Street
Scottsdale, AZ 85260-3649
Phone: (480) 308-3000
Fax: (480) 393-7300

**Ordering Document:
Education Services**

JDA Learn Education Product or Services Order Terms and Conditions

General

1. This JDA Learn order is subject to the terms and conditions set forth in the Customer Agreement (if any), Services Agreement (if any), Software License Agreement (if any), or the Prepaid Training Ordering Document (if any) as previously signed by both parties (collectively and individually, the "Agreement"). In the event of a conflict between the terms and conditions contained herein and those contained in the Agreement, the terms contained herein shall control. Any different or additional terms on customer's purchase order or similar document, whether dated before or after the Effective Date are expressly rejected and excluded.
2. In consideration of JDA Software Group, Inc. ("JDA") providing the education services, customer agrees to pay the total education fee, in the currency stated. Any fees not pre-paid are due and payable on the date of invoice unless otherwise specified on the invoice or this order.
3. Education services on this ordering document may be taxable and taxes may be invoiced separately.
4. Customer is responsible to verify its attendees have attended all course or certification pre-requisites listed on www.jdalearn.com.
5. JDA reserves the right to cancel customer's registration if the attendees do not meet the pre-requisite requirements. JDA will refund any fees paid or apply fees paid to the required pre-requisite course or certification.
6. JDA reserves the right to cancel customer's registration if attendees are not authorized to attend the course or become certified. Individuals who are currently employed or contracted by a company that competes with JDA for like products or services are not authorized to attend JDA courses or become JDA certified.
7. Customer's registration is not confirmed until the registration has been paid or customer has made other billing arrangements. Customer will receive an e-mail confirmation when the registration is confirmed. Customer should not make travel arrangements for a course until e-mail confirmation is received from JDA Learn.
8. Customer may e-mail questions about education services or registration to jdalearn@jda.com.

Certifications

9. Customer has 60 days from date of purchase to complete certification. Customer must complete the entire certification course including all e-learning, all virtual classroom sessions, all instructor-led workshops and the certification exam within 60 days of the purchase date. If customer does not complete certification within the 60 days, customer will forfeit all fees paid for the certification. For prepaid packages, certification must be completed within 60 days of the registration date.
10. If the customer's certification course includes e-learning, customer will have access to that e-learning on www.jdalearn.com for 60 days from date of course purchase. For prepaid packages, e-learning will be available for 60 days immediately following the e-learning registration date.
11. JDA recognizes certification as current for two years from date of certification. Customer may renew a certification by taking any courses required for renewal of that certification.
12. The JDA certification stays with the certified individual, not the individual's company or employer. As long as you keep your certification current, JDA will recognize and continue your certification.
13. Certification exam questions come from any and all learning events in a certification course.
14. If you fail the certification exam and wish to retest, there is charge of \$150.00 USD. JDA may require you to retest on a scheduled date with a proctor at a JDA training facility.

Public Instructor-Led Workshops and Virtual Classroom Sessions

15. Customer may cancel an enrollment for a public course/workshop or virtual classroom session without penalty up to fourteen calendar days prior to the start date of the course. If customer cancels and give less than fourteen calendar days notice, customer will pay the full fee for the course. JDA may cancel any public course or workshop fourteen days prior to the start date of the workshop. JDA is not responsible for any travel expenses incurred due to public course or workshop cancellation.

E-Learning

16. E-Learning is available for 60 days from date of purchase unless otherwise noted. For prepaid packages, e-learning will be available for 60 days immediately following the registration date unless otherwise noted.
17. Access to e-learning on www.jdalearn.com is for a named student. E-Learning cannot be transferred to other students.
18. Historically, the JDA Learn.com site has been available more than 99% of the time. JDA assumes no liability if the www.jdalearn.com website is unavailable for system maintenance or updates. Learners should check www.jdalearn.com to learn about any scheduled system updates or times the site may be unavailable. For technical difficulties, visit www.jdalearn.com > Quick Links > JDA Learn Help or email jdalearn@jda.com.

Training Materials and Products

19. JDA retains all ownership and intellectual property rights to education materials (both printed and electronic media), related education products, and any education materials or related education products developed by JDA and delivered to you under your order.
20. Customer may not:
 - make copies of any printed materials without written permission from JDA;
 - remove or modify any copyright notices, markings or any notice of JDA's proprietary rights;



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- make the products or materials resulting from the services available in any manner to any third party for use in the third party's business operations.

Courseware Licenses

21. In some product areas, courseware is available for purchase. For courseware purchases, customer will receive training materials or e-learning courses on CD and:
 - may load e-learning courses on customer LMS, network or intranet for internal use. Use may be limited to a specified number of users at specified customer locations over a specified period of time as previously noted in this document;
 - may alter materials for the purpose of building customized end-user training;
 - may print or copy materials for internal use within customer organization according to limitations previously noted in this document;
 - may *not* distribute materials outside customer organization.

JDA Learn Private Class Additional Terms and Conditions

Private Courses

22. A private course is a course available only to attendees from customer's company. A private course may be held at customer's location, an agreed third-party location or at a JDA training facility.
23. Proposed dates are tentative. Delivery dates will be confirmed once JDA acknowledges receipt of this signed document from customer.
24. The price included in this agreement is for the number of students specified in this document. JDA provides course materials for the specified number of students at no additional charge. Customer must provide student names and email addresses at least two weeks prior to course delivery. There is no reduced rate for student cancellations or fewer than expected students attending the course at a customer site. However, JDA will charge the customer for additional students.
25. If customer notifies JDA up to 14 days before the start date of the private course, customer can reschedule the course a maximum of one time on a date which is mutually agreed by customer and JDA. If customer does not notify JDA within 14 days of the start date of the course, customer will forfeit the fee for the private training course.
26. If JDA cannot provide an instructor for a scheduled private course, JDA will work with customer to reschedule at the next possible date.
27. Customer is responsible for any travel-related expenses incurred for JDA associates to travel to customer site, third party location or JDA training facility to deliver services. Customer will be invoiced separately for such expenses. The JDA Travel Policy for training services may be viewed at JDALearn.com > Quick Links > JDA Travel Policy.
28. If a private course is provide at Customer's location or a third-party location arranged by Customer, Customer agrees to provide a suitable classroom and learning environment including all items on the Private On-Site Training Room Requirements checklist (at end of this document).



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Mobile Training Center Additional Terms and Conditions

29. The Mobile Training Center, hereafter "MTC," consists of laptop computers pre-configured with JDA's software, hereafter termed "Equipment," which are rented to our customers for a predefined term and rate.
30. The Equipment arrives at the Customer's site packed in specially designed protective cases, ready to use in a turnkey fashion, with no technical setup assistance required. If technical assistance is required, Customer is asked to contact JDA Learn at 1-800-785-5063.
31. The MTC is distributed to our Customers on a first-come, first-served basis, and is rented in sets of six laptops at a time.
32. All training sessions delivered using the MTC must be delivered by a JDA resource, who is either a JDA employee or subcontractor.
33. JDA will make reasonable effort to meet any delivery schedule quoted but shall not be responsible for failure to meet such delivery. JDA will ship to the Training Site Location indicated on this document, unless otherwise indicated. JDA will ship with contracted carriers.
34. Shipping costs from JDA to Customer and from Customer back to JDA are included in the rental rate for the MTC.
35. Equipment will be scheduled to arrive at least one day prior to training. Every effort will be made to deliver early to provide ample time for system setup and checking. Customer is responsible for unpacking the Equipment, ensuring all parts are included in the shipping crate, and setting up and testing the Equipment.
36. Upon completion of the rental term, Customer agrees to return the Equipment back to JDA per JDA requirements using the enclosed prepaid shipping label. In any case, the Customer will ship the Equipment back to JDA within one business day of class completion.
37. Rental rates are for the entire rental period. Customers are not charged for days in transit.
38. Costs associated with the actual instruction are not included in the MTC costs. Only those individuals who have registered for and paid for training may use the Equipment.
39. JDA Software does not offer insurance coverage on the Equipment, other than while in transit.
40. Customer is responsible for Equipment while in Customer's possession. In the case of lost or destroyed Equipment, billing will continue until Customer pays JDA the remaining payments due and unpaid for the term of the rental, plus an amount equal to the fair market value of the Equipment as reasonably determined by JDA, and in case of damaged equipment, until Customer pays JDA the cost of fully restoring the Equipment, as reasonably determined by JDA.
41. In the event that Customer needs to return the Equipment prior to the end of the original rental period, no credit will be given.
42. If rental is terminated, the Equipment shall be returned to JDA freight prepaid, properly packaged, and in substantially the same condition as when first received by Customer, reasonable use and wear alone excepted. All risk of loss or damage to the Equipment from theft, mysterious disappearance, misuse, abuse or other cause is the responsibility of the Customer from the time the Equipment is delivered to a carrier until the Equipment is returned to JDA.
43. Defects or discrepancies in or like objections to the Equipment must be reported to JDA in writing within 24 hours after Customer receives the Equipment or it will be conclusively presumed that the Equipment was ordered, was received in good condition and is accepted. JDA's sole responsibility shall be to credit any portion of the defective Equipment pro rata from the total charge. If possible, and where the remaining rental term is deemed significant by JDA, JDA will ship a replacement unit to the Customer.
44. Customer may not distribute, copy, reverse compile, sell, or license any of the software contained with the Equipment, and shall not use the software contained with the Equipment for any purpose except for internal Customer training unless specified otherwise in this document.
45. Once a reservation for the MTC is made, cancellations within 4 weeks of the training start date are subject to a penalty of 50% of the total lease cost. If cancellations are made within 2 weeks of the training start date, a penalty of 100% of the total lease cost is applicable.
46. The leasing of the Equipment and related products by JDA is subject to the following disclaimers and limitations of liability. No orders for MTC will be accepted by JDA without expressed consent to the following disclaimers and limitations of liability by the customer. JDA assumes no responsibility for any special, incidental, indirect or consequential damages of any kind, or any damages whatsoever (including without limitation, those resulting from: (1) reliance on the materials or products presented, (2) costs of replacement goods, (3) loss of use, data or profits, (4) delays or business interruptions, (5) and any theory of liability, arising out of or in connection with the use or performance of the MTC or the Equipment, whether or not JDA has been advised of the possibility of such damages.



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Private Onsite Training Room Requirements

This document has been established to ensure that onsite training environments are conducive to learning and ready with the basic requirements needed for JDA Software training. Application-specific requirements may exceed the general requirements listed below and will be addressed separately.

Customer: _____ Session: _____

Location: _____ Date(s): _____

General Requirements

Please initial next to each area where the requirement has been met.

- | <u>Initial</u> | <u>Requirement</u> |
|----------------|--|
| _____ | Dedicated Training Room (closed from business traffic areas) |
| _____ | One PC per learner (or every other learner) with OS version as specified in the release notes |
| _____ | One PC for the instructor to use during class |
| _____ | High Speed Internet Connection on all PCs with browser as specified in the release notes (if none specified, Internet Explorer version 6.0 or greater) |
| _____ | Current version of Adobe Flash Player loaded on all PCs (www.adobe.com) |
| _____ | Flip Charts and/or White Boards with appropriate markers |
| _____ | Projector – SVGA min and Screen (JDA can provide projector for a fee of \$100 per day) |
| _____ | Lunch arrangements for students |
| _____ | Hotel information and directions to customer site provided to JDA - BMI Representative |
| _____ | Contact person at customer location for session and training room set-up questions |
| | Name _____ Phone _____ |
| _____ | Instructor access to training room at least one hour prior to start of class |
| _____ | Customer representative to open the training session with a 5-10 minute introduction |
| _____ | Fax or scan and email capability to submit signed roster to JDA |
| _____ | JDA applications listed on Ordering Document installed and tested on supported hardware, plus any training databases and data loaded for classes with hands-on exercises |

We agree to provide all of the above as indicated. By signing this document, we assume full responsibility for providing a successful training environment.

Signature

Date

Please fax this completed form to 480-393-7300, so your training may be confirmed.