

AI+ Certified Trainer (AICT) Program Agreement

By accepting this AI+ Certified Trainer Program Agreement, you agree to be bound by the following general terms, the AICT Program Guide, and the AICT Program website, which are all incorporated into, and form, part of this AICT Program Agreement (together, the “AICT Agreement”). You must accept this AICT Agreement before you can participate in the AICT Program.

1. Definitions

Unless otherwise defined herein, the terms in this AICT Agreement will have the same meaning as defined terms in the AI Certs Program Guide. In addition:

“Authorized Customers” means an AI Certs’ Authorized Training Partner (ATP).

“Learning Partner” means an AI Certs’ Authorized Training Partner (ATP).

“AI Certs Branded Courses” means the AI Certs branded courseware obtained from AI Certs’ Learning Management Systems (“LMS”) in digital and print formats.

“AI+ Certified Trainer” or “AICT” means an individual who is currently a member of the AI+ Certified Trainer Program who holds a Credential issued by AI Certs and who has the instructional skills and technical qualifications to deliver instructor led training using AI Certs Branded Courses.

“Private Training Session” means the instructor-led training classes provided by Authorized Customers for corporate customers to teach a predefined learning objective using AI Certs Branded Courses. These classes are not advertised, or promoted, to the general public, and class attendance is restricted to individuals employed by, or contracted by, the corporate customer.

“Public Training Session” means an instructor-led open enrollment training classes using AI Certs Branded Courses that is offered by an Authorized Customer and delivered to the general public. These classes may be advertised through marketing materials, or the Internet, and can include Students from one or more organizations, and/or individuals not affiliated with a particular company or organization.

“Student” means an individual that attends a Training Session.

“Student Kit” means the student version of the AI Certs Branded Courses and any accompanying materials.

“Term” has the meaning given to it under section 8.1.

“Trainer Kit” means the AI Certs Branded Courses, and the accompanying materials, that are only for use by AICTs to teach a Training Session using AI Certs Branded Courses. Trainer Kits may include PowerPoint presentations, trainer preparation guide, train the trainer materials, classroom setup guide, instructor notes and demonstration guides for the AI Certs Branded Courses.

“Training Sessions” means any Public Training Session, Private Training Session and Virtual Training Session.

“Virtual Training Session” means an online, live instructor-led, open enrollment training class using AI Certs Branded Courses that is offered by a Learning Partner and delivered to Students real time via the Internet.

“You” means the individual who meets the requirements listed in this AICT Agreement, who AI Certs accepted into the AICT Program and who has accepted the terms of this AICT Agreement.

2. AICT Program Requirements

Certain requirements must be met throughout the Term of this AICT Agreement to obtain and maintain AICT status. These requirements are in addition to the responsibilities and obligations outlined in the current AICT Program Guide (“Guide”).

2.1. Obtaining AICT Status

To be eligible to participate in the AICT Program, you must meet all the following requirements:

- a. Currently hold a minimum of the AI+ Executive certification.
- b. Possess instructional skills verified by one of the institutions listed under “Requirements” on the AICT overview page.
- c. Provide AI Certs with proof of your instructional skills.
- d. Complete and submit the [AICT Program online application form](#) and all requested documentation to AI Certs.
- e. Agree to the terms and conditions of this AICT Agreement by selecting “I Accept” and submitting the current AICT Agreement to AI Certs.
- f. Pay the applicable AICT Program fee.

You will receive an email from AI Certs informing you that your AICT Program application is approved or not approved.

If you have questions about the AICT Program requirements, please contact AICT Support via email at aictsupport@aicerts.io.

2.2. AICT Program Benefits

You may receive the benefits as described on the AICT Program website. Benefits may vary based on your credentials and country. Some AICT Program benefits may only be available in English. The benefits available under the AICT Program are solely for your own use and only while you are an active AICT Program member.

AICT Program benefits may have additional terms, conditions, and licenses. Your use of any AICT Program benefit must comply with those additional terms, conditions, and licenses, this AICT Agreement and the Guide. You must

- a. accept those additional terms, conditions, and licenses before using any AICT Program benefit, and
- b. use the AICT Program benefits according to those additional terms and this AICT Agreement. You may not use the AICT Program benefit(s) if You do not agree to those additional terms.

2.3. AI Certs Branded Courses and Trainer Kit Requirements

- a. You may only use AI Certs Branded Courses and Trainer Kits to prepare and teach (i) Public Training Sessions for Authorized Customers at their business location, (ii) Virtual Training Sessions for Learning Partners, and (iii) Private Training Sessions for ATP members at their business location.
- b. Your use of AI Certs Branded Courses and Trainer Kits must strictly comply with the restrictions and guidelines in this AICT Agreement, the Guide and all additional terms, conditions and licenses that are applicable to, accompanies, or is included with the AI Certs Branded Courses and the Trainer Kits. You must accept the additional terms, conditions, and licenses before you can use any AI Certs Branded Courses title or Trainer Kit.
- c. You will only teach the AI Certs titles associated with the Credentials You have earned. You are eligible to teach any AI Certs course for which you have passed the corresponding exam with a score of 70% or higher.
- d. Trainer Kits may not be distributed to any individual (including Students).
- e. Learning Partners are obligated to provide each Student with one (1) validly licensed copy of the Student Kit for the AI Certs Branded Courses taught in each Training Session. Please notify AI Certs by emailing aictsupport@aicerts.io if the Learning Partner fails to do so.

- f. You will comply with all Trainer Kit restrictions and requirements, including:
 - i. Trainer Kits may only be used for Training Session using AI Certs Branded Courses.
 - ii. You may only use the Trainer Kit associated with the AI Certs Branded Courses you are teaching.
 - iii. You may not use Trainer Kits or any component thereof in the delivery of non-AI Certs Branded Courses or for any other purpose.

2.4. Supplemental Materials

You may teach additional content (“Supplemental Materials”) when teaching a Training Session that uses AI Certs Branded Courses, provided that

- a. the Supplemental Materials are clearly differentiated from the AI Certs Branded Courses,
- b. it is not suggested or implied that the Supplemental Materials are from AI Certs or that AI Certs endorses or recommends the Supplemental Materials,
- c. the Supplement Materials are advertised as third-party Supplemental Materials,
- d. You warrant and represent that any Supplemental Materials used in the Training Session do not and will not infringe or misappropriate any copyright, patent, trade secret, trademark, trade name or other proprietary right held by any third party,
- e. You hereby agree to defend, indemnify, and hold AI Certs harmless from and against any damages, liability, costs, or expenses, including attorneys’ fees and costs, arising out of third-party claims in connection with such Supplemental Materials.

2.5. Agreements with Third Parties

You are solely responsible for negotiating, entering into, and fulfilling the terms of any and all agreements with customers to prepare and teach any Training Session. Any such agreement will be the sole and exclusive obligation of you and the customer. AI Certs will have no obligation of any kind, or nature, to you or the customer arising out of or relating to such agreements.

2.6. Customer Satisfaction

You are required to direct Students to submit online evaluations at the conclusion of every Training Session using the training evaluation system included in the AI Certs LMS. You must obtain and maintain a customer satisfaction rating of average or above.

2.7. Confidential Information

At all times during the Term, and for three (3) years thereafter, You will hold in strictest confidence, and will not use or disclose to any third party, any AI Certs Confidential Information. The term “AI Certs Confidential Information” means all non-public information and trade secrets in any form that AI Certs has designated as being confidential; or a reasonable person knows or reasonably should understand to be confidential. The following types of information, however marked, are not AI Certs Confidential Information: information that

- a. is or becomes publicly available without a breach of this AICT Agreement,
- b. was lawfully known to you without an obligation to keep it confidential, or
- c. is received from another source who can disclose it lawfully and without an obligation to keep it confidential.

Further, you may disclose AI Certs Confidential Information as required by governmental or judicial order, provided you give AI Certs prompt written notice prior to such disclosure, and comply with any protective order (or equivalent) imposed on such disclosure.

2.8. Compliance

- a. You must remain in full compliance with the most current version of the AICT Agreement and any additional requirements listed on the AICT Program website throughout the term of this AICT Agreement to remain in the AICT Program.
- b. AI Certs may provide you with access to AICT benefits, AI Certs Branded Courses, Trainer Kits and content which may have additional terms, conditions, and licenses, which you must accept prior to your use. You must abide by those additional terms, conditions and licenses when using any AICT benefit, AI Certs Branded Courses, Trainer Kit or other content and your use constitutes acceptance of any additional terms. The terms in this AICT Agreement supersede any conflicting terms in those additional terms, conditions, and licenses, but solely to the extent of any inconsistency.
- c. You may not modify, distribute, copy, transmit, post, display, publish, create derivative works from, or reverse-engineer any AI Certs Branded Courses, Trainer Kits or other content without prior written permission from AI Certs.
- d. You agree to participate in any on-location or remote inspection and/or audit that AI Certs and/or its designees may conduct. Such audits and/or inspections may include, without limitation: Physical on-site audits and inspections regarding your use of any AICT benefit, AI Certs Branded Courses, Trainer Kits, Training Session materials, Student rosters, and Training Evaluation Tool results.

- e. You will not engage in any misconduct that could compromise the confidentiality, integrity, or security of AI Certs Certifications or the AICT Program.
- f. You agree to abide by the standards and requirements designed to prevent the piracy and fraudulent use of any AI Certs product, technology or service, including the AI Certs Branded Courses, Trainer Kits, content, and intellectual property associated with AI Certs. Piracy/fraud includes:
 - i. Unauthorized copying, access to, use or distribution of any AICT benefit, AI Certs Branded Courses, Trainer Kits, information relating to AI Certs Certification exams, including exam questions and answers, or information and content obtained or accessed under the AICT Program; and
 - ii. Any fraudulent reporting, including Student evaluations.

3. Privacy

3.1. Personal Information

You acknowledge and agree that AI Certs collects certain information about you to run the AICT Program and that the Credentials you have earned and your AICT Program activities may be tracked and associated with your personal information. Your personal information will not be shared outside of AI Certs for any purpose other than what is identified in sections 3.2 and 3.3 below.

3.2. Use of Personal Information

You agree that AI Certs may occasionally contact you to invite you to participate in surveys and research.

3.3. Disclosure of Personal Information

You grant AI Certs the right to publish your name, biographical information, contact information, including email address and website URLs, AI Certs Certification Credentials and status, and your employer's company name, in whole or in part in connection with your participation in the AICT Program.

4. Reservation of Rights

AI Certs owns all rights, title, and interest in and to the AI Certs Branded Courseware, Trainer Kits, and other content, documentation, information, and materials obtained via the AICT Program. The AI Certs Branded Courseware, Trainer Kits, and other content, documentation, information, and materials obtained via the AICT Program are licensed not sold. AI Certs reserves all rights not expressly granted in this AICT Agreement. No additional rights or licenses whatsoever (including, without limitation, any implied

licenses, or any license under trademark or patent rights) are granted by implication, estoppel, or otherwise.

5. Conducting Business

5.1. Business Practices

You will conduct all business in your capacity as an AICT in a manner that:

- a. does not in any way adversely impact the reputation of AI Certs.
- b. avoids deceptive, misleading, or unethical practices.
- c. complies with all applicable laws, regulations, and ordinances (including export laws and regulations).
- d. complies with copyright and other intellectual property and proprietary rights protections, and
- e. complies with the terms and conditions in this AICT Agreement.

5.2. Trademark Restrictions

Nothing in this AICT Agreement authorizes you to use any AI Certs trademarks, service marks, or logos.

5.3. Participation in Online Newsgroups

You agree that your participation in any AICT communication activities such as newsgroups, forums, bulletin boards, and online chats that AI Certs may provide will be done in accordance with all terms of use and code of conduct applicable for such sites.

5.4. No Endorsement

You may not advertise, imply, or suggest in any manner that you are employed by, affiliated with, endorsed, or sponsored by AI Certs except to state, if true and consistent with the terms of this AICT Agreement, that you have successfully completed all requirements to deliver AI Certs Branded Courses. You may not make any representations, warranties, or promises on behalf of AI Certs.

5.5. Anti-Piracy

You will take all available steps to protect AI Certs' intellectual property and you will not engage in any fraud or infringement of AI Certs' intellectual property in any form. This includes unauthorized reproduction, distribution, or use of AI Certs' products or technologies. You will promptly notify AI Certs of any suspected counterfeiting, piracy or other infringement of AI Certs' intellectual property and you will cooperate with AI Certs in the investigation.

6. Changes to the AICT Program

AI Certs reserves the right to discontinue the AICT Program, to change the AICT Program or any aspect of it at any time, including the AICT Program requirements and benefits. AI Certs will give you sixty (60) days' written notice if AI Certs intends to discontinue the AICT Program. These notices will be sent to the email or address provided by you in your AICT Program application. All other changes will be posted on the AICT Program website. You are responsible for checking the AICT Program website regularly for changes. Changes are effective on the date the changes are posted. Changes do not apply retroactively. If you do not agree to the changes, your sole remedy is to terminate your AICT Agreement and your participation in the AICT Program.

7. Audits

During the Term of this AICT Agreement and for three (3) years thereafter, AI Certs reserves the right to audit all aspects of your participation in the AICT Program to verify statements issued by you, including your technical knowledge and instruction skills, your compliance with this AICT Agreement, Program Guide and all licenses, and other terms that are applicable to, accompanies or is included with any AICT benefit, AI Certs Branded Courses, Trainer Kit and other content.

The audit may also include a review of the Student rosters for the Training Sessions taught by you. It is your responsibility to keep and maintain all usual and proper documentation that indicates your compliance with all such requirements.

In the event you are audited, you will receive an audit letter from the AICT Program administrators requesting specific information. You agree to furnish the information and documents requested by the date stated on the audit letter and to fully participate and assist in any audit performed by AI Certs or its designees and to provide access to all requested records, information, and facilities. You will secure all necessary rights required to perform an audit under this AICT Agreement, including rights for you to share Students' and customers' personal information with AI Certs. By invoking the rights and procedures described above, AI Certs does not waive its right to enforce the AICT Agreement or to protect its intellectual property by any other means permitted by law.

8. Term and Termination

8.1. Term

This AICT Agreement is effective as of the Effective Date and will automatically terminate one (1) year from the Effective Date ("Term"), unless terminated earlier in accordance with this AICT Agreement.

8.2. Renewal

This AICT Agreement will not be renewed automatically. AI Certs has no obligation to renew your AICT Program membership or enter into a new AICT agreement with you. You are ineligible to re-enroll in the AICT Program if previously terminated for cause.

8.3. Termination without Cause

Either party may terminate this AICT Agreement at any time, without cause, on 30 days' prior written notice.

8.4. Automatic Termination

Should you lose your status as an AICT during the term of this AICT Agreement, this AICT Agreement will automatically terminate.

8.5. Termination with Cause

AI Certs, at its sole discretion, may immediately terminate this AICT Agreement if:

- a. You fail to comply with any of the terms and conditions in this AICT Agreement or the Program Guide,
- b. You intentionally falsified your instructional presentation skills, or you do not provide AI Certs with proof of your instructional skills when requested,
- c. You fraudulently report your Training Evaluation Tool customer/Student evaluations or if your dissatisfied rating exceeds 10% for six consecutive months in your Training Evaluation Tool evaluations,
- d. You engage in misappropriation or unauthorized disclosure of any trade secret or AI Certs Confidential Information or pirate any AI Certs software, technology or product, or otherwise infringe any other intellectual property right of AI Certs,
- e. You engage in activities prohibited by law or that compromises the integrity of the AICT Program,
- f. a government agency or court finds that services you provided concerning the AI Certs Branded Courses are defective in any way, or
- g. You misrepresent your certification status or relationship with AI Certs.

Depending on the severity of noncompliance, you may also be permanently decertified and terminated from the AICT Program. If this happens, you will also permanently lose your AICT Credentials. This strict application of certification requirements is intended to protect the majority of AICTs who abide by the certification requirements.

8.6. Effect of Termination

In all events of expiration or termination of this AICT Agreement, your membership in the AICT Program is terminated and all rights granted to you under the AICT Program are immediately terminated. You must immediately:

- a. Cease all activity relating to the AICT Program,
- b. Cease all access to and use of, uninstall and destroy all copies of all Trainer Kits,
- c. Stop identifying yourself as a participant in the AICT Program,
- d. Cease teaching AI Certs titles,
- e. Discontinue all uses of any AICT Program benefit, and
- f. Cease all access to the AICT website.

Within 10 days after expiration or termination of this AICT Agreement, you must permanently delete and destroy all Trainer Kits, Software, and content from all your devices. Upon request, you will provide AI Certs with a signed certificate of destruction. AI Certs will not be liable to you or any third party for costs or damages of any sort resulting from (a) the termination of this AICT Agreement in accordance with its terms, (b) your termination from the AICT Program, or (c) changes to the AICT Program or the AICT Program benefits.

8.7. Waiver of Rights and Obligations

You hereby agree to disclaim and waive all obligations or requirements under applicable law to the extent that prior judicial approval is required for termination of this AICT Agreement.

8.8. Survival

Section 1 Definitions and all defined terms herein, Sections 2.4 (d) and (e) Supplemental Materials, Section 2.7 Confidential Information, Section 4 Reservation of Rights, Section 8.6 Effect of Termination, Section 8.7 Waiver of Rights and Obligations, Section 8.8 Survival, Section 9 Disclaimer of Warranties, Section 10 Limitation of Liability, Section 11 Indemnification and Section 12 Miscellaneous will survive the expiration or termination of this AICT Agreement and Section 7 Audits will survive for 3 years.

9. Disclaimer of Warranties

EXCEPT AS PROVIDED HEREIN, AI CERTS DOES NOT GUARANTEE YOUR SATISFACTION WITH THE AICT PROGRAM, OR YOUR RESULTS. THE AICT PROGRAM AND ITS BENEFITS ARE PROVIDED "AS-IS," AND AS AVAILABLE WITHOUT WARRANTIES OF ANY KIND. AI CERTS EXPRESSLY DISCLAIMS ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND SUPPLIERS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED,

INCLUDING WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL AI CERTS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR THAT RELATES IN ANY WAY TO THIS AICT AGREEMENT, THE AICT PROGRAM OR THE USE OF OR INABILITY TO USE ANY AICT PROGRAM BENEFIT. THIS EXCLUSION WILL APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED, EVEN IF AI CERTS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE, OR WHETHER APPLICATION OF THE EXCLUSION CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE.

11. Indemnification

You will at your own expense and at AI Certs' request, defend, indemnify, and hold AI Certs, its Affiliates and their respective successors, officers, directors, employees and agents harmless from and against any and all third-party demands, claims, and/or liabilities ("Claims") related to:

- a. the promotion, sale, performance, or distribution of your services as an AICT;
- b. AI Certs' termination of your AI Certs certification or of this AICT Agreement pursuant to the terms and conditions hereof,
- c. your infringement, misuse or misappropriation of any third-party IP or personal rights; or
- d. your failure to comply with applicable laws, rules or regulations.

In the event AI Certs seeks indemnification from you under this provision, AI Certs will provide reasonably prompt notice in writing of the Claim(s) against AI Certs. AI Certs reserves the right, at its option, to assume full control of the defense of any such Claim with legal counsel of its choice or to tender the defense to you and have legal counsel of its choice monitor the defense. If AI Certs assumes full control of the defense of any such claim, any settlement of that Claim requiring payment from you will be subject to your prior written approval, which approval will not be unreasonably withheld. You will reimburse AI Certs promptly upon demand for any expenses reasonably incurred by AI Certs in defending any such Claim, including, without limitation, its attorneys' fees and costs, as well as any judgment on or settlement of the Claim.

12. Miscellaneous

12.1. Notices

Notices may be provided by electronic or physical mail. Notices to AI Certs should be sent to the appropriate AI Certs contracting entity identified in Section 13.10 (AI Certs Contracting Entity) to the attention of the AI+ Certified Trainer program. All notices to you in connection with this AICT Agreement will be sent to you at the email address in your AICT Program application. It is your responsibility to keep your contact address (email and shipping) information with us updated.

12.2. Severability

If any court of competent jurisdiction determines that any provision of this AICT Agreement is illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect.

12.3. No Waiver

Any delay or failure by AI Certs to exercise a right or remedy will not result in a waiver of that, or any other, right or remedy.

12.4. Non-Exclusivity

Your participation in the AICT Program is voluntary. Nothing in this AICT Agreement restricts you from teaching, supporting, promoting, distributing or using non-AI Certs content or technology.

12.5. Relationship

Each party is independent of the other party. This AICT Agreement does not create an exclusive relationship between the parties. This AICT Agreement does not create an employer-employee relationship, partnership, joint venture, or agency relationship, does not create a franchise. You may not (a) bind AI Certs, (b) vary any AI Certs terms, conditions, warranties, or covenants, or (c) create or purport to create in favor of any person any rights that AI Certs has not previously authorized in writing.

12.6. Assignment

You may not assign this Agreement, or assign, sublicense or transfer any rights or obligations hereunder, whether by operation of contract, law or otherwise, and any attempted assignment by you in violation of this section will be void.

12.7. Entire Agreement

The terms and conditions of the most current version of the AI Certs Certification program agreement are incorporated into and form part of this Agreement. To avoid doubt, the incorporated terms include terms of general application in the AI Certs Certification program agreement (including terms concerning Applicable Law, Attorney Fees, Relationship and Assignment are included therein insofar as such general terms are relevant to this Agreement. This Agreement (including referenced incorporated agreements) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications. This Agreement will not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by duly authorized representatives of the parties.

13. Applicable Law

The laws of the State of New York govern this AICT Agreement. If federal jurisdiction exists, the parties' consent to exclusive jurisdiction and venue in the federal courts in New York County, New York. If not, the parties' consent to exclusive jurisdiction and venue in the Supreme Court of New York County, New York

This choice of jurisdiction and venue does not prevent either party from seeking injunctive relief for a violation of intellectual property rights, confidentiality obligations or enforcement of recognition of any award or order. Injunctive relief or enforcement of recognition may be sought in any appropriate jurisdiction.

14. Modification/Prior AICT Agreements

This AICT Agreement may not be modified except in a writing signed by authorized representatives of both parties. This AICT Agreement supersedes any prior written or oral agreements between the parties regarding the subject matter herein, including any prior AICT Agreements.

This document is provided "as-is". Information and views expressed in this document, including URL and other Internet website references, may change without notice. You bear the risk of using it. This document does not provide you with any legal rights to any intellectual property in any AI Certs product.

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