

Education Terms and Conditions: SAS UK and Ireland

Definitions

“**Agreement**” means these Education Terms and Conditions.

“**Certification Package(s)**” means a package enabling a learner access to a Public Course, e-learning, an on-line practice exam, and a voucher for the learner to take the applicable exam;

“**Customer**” or “**you**” means the person or entity booking the Course (as defined below) and/or any learner;

“**Onsite Course**” means a course that has been derived from standard SAS courseware. The content and subsequent duration can be tailored by removing or adding course topics, and the event can be delivered either on site at the customers’ premises or at a SAS training venue. Live web delivery is included.

“**Party**” means either SAS or Customer (together “Parties”)

“**Public Course**” means a SAS standard course, covering set content (as designed by SAS curriculum development in Cary HQ) for a set duration, and a set price. The content has not been customised or altered in anyway, and is delivered in one of SAS’ training venues, as part of planned public training schedule. Live Web delivery is included.

“**SAS**” means, for the purposes of training delivered in the UK: SAS Software Limited, Wittington House, Henley Road, Medmenham, Marlow, Bucks, SL7 2EB; or in the case of training delivered in Ireland: SAS Institute Limited, La Touche House, IFSC, Dublin 1;

Important: Please carefully read the following terms and conditions. This Agreement applies to any SAS training, including a Public Course, Onsite Course and/or Certification Package provided in the United Kingdom (UK) or Republic of Ireland. By accepting training from SAS, you agree to the terms of this Agreement. If you do not agree to all of the terms of this Agreement, please contact the SAS UK and Ireland Education Department on 01628 490423 or educationoperations@suk.sas.com. If the Customer booking contact is not the learner, the Customer booking contact will bring these terms to the attention of the learner, and will ensure compliance with the terms of this Agreement by the learner.

In exchange for payment of the fees and any applicable taxes arising under this Agreement, SAS will provide Public Course(s), Onsite Course(s) and/or Certification Package(s) (the “**Course(s)**”) to the Customer, subject to the following:

1. Course Bookings and Confirmation.

- 1.1 **Public Courses** - Provisional bookings can be made online or taken over the telephone and will be held for a maximum of five (5) working days. A booking is confirmed once an online booking form has been completed and received by the SAS UK and Ireland Education Department and SAS has sent the Customer booking contact confirmation of the booking by email (the “Joining Instructions”) before the Course commences. The Customer shall comply with, and will ensure the learner complies with, SAS’ policies and procedures which are notified to the Customer from time to time.
- 1.2 **Onsite Courses** - Once the Onsite Course topics have been verbally agreed, SAS will email Event Confirmation sheet, describing the Customer Course(s), the associated prices and date(s), confirming the booking.
- 1.3 **Certification Packages** - Enrolment in a Certification Package is for one individual and is non-transferable.
 - 1.3.1 The Certification Package applies only to SAS Public Course(s) at SAS UK or SAS Ireland training centres and to SAS e-learning products.
 - 1.3.2 A Certification Package programme email will be sent to each Customer after full payment has been received. The email will include the Customer's unique programme account number. Customers may begin to register for courses upon receipt of their

programme account number. A certification exam voucher will be sent to each customer with their welcome notification after full payment.

- 1.3.3 Certification Package customers have twelve (12) months from the date payment is received by SAS to complete all courses. Customers have eighteen (18) months from the date payment is received by SAS to complete their certification exam.
- 1.3.4 Not all courses are offered at every SAS UK and Ireland public training centre. Customers should check the availability of Course(s) and schedules by accessing the SAS UK and Ireland Education web site at http://www.sas.com/en_gb/training/home.html, or by emailing education@suk.sas.com or calling 01628 490973 (SAS UK Certification Packages) or 01603 3950 (SAS Ireland Certification Packages).
- 1.3.5 No other discounts, offers or promotions are applicable.
- 1.3.6 Class size is limited and space is not guaranteed.
- 1.3.7 Course materials will only be distributed to Certification Package programme customers who register for, attend and complete training.

2. Payment Terms.

- 2.1 **Public Courses and Certification Packages** - Fees must be paid in full within thirty (30) days of the Invoice date. All transfer charges payable in accordance with section 4.1.3 below, must be paid for on receipt of invoice. Your invoice will include applicable sales tax.
- 2.2 **Onsite Courses** - the Customer will be asked to confirm payment details (eg. Purchase Order Number) at least five (5) working days prior to the Onsite Course commencement date. Failure to provide payment details may result in cancellation of the Customer Course under the terms of clause 4.2 of this Agreement. Full payment for each Onsite Course is due on terms of net thirty (30) days from commencement of the Onsite Course.

3. Course Fees.

- 3.1 **Public Courses and Certification Packages** - Fees (exclude VAT) include all course materials, lunch, refreshments and are as published on the SAS UK and Ireland Education websites and in the current SAS UK and Ireland Education Brochure.
- 3.2 **Onsite Courses** - Fees (exclude VAT) include all course materials, lunch, refreshments where such Course is held at SAS' premises. Where the Onsite Course is provided at the Customer's site, fees (exclude VAT) include all course materials only and the instructor's expenses will be added to the applicable invoice. Where the Onsite Course is provided at a third parties site (e.g. an external training centre), the fees (exclude VAT) will include all course materials and the charge for room hire. The instructor's expenses will be added to the applicable invoice.
- 3.3 SAS reserves the right to modify published Course prices at its sole discretion and without prior notification.

4. Cancellation Policies

- 4.1 **Public Courses** - The SAS cancellation policy covers courses, workshops and certification exams held at SAS facilities. If you are unable to attend the event for which you registered, please inform SAS as soon as possible.
 - 4.1.1 Fees are fully refundable if notification is received by mail, e-mail, or phone at least ten (10) calendar days prior to the scheduled start date of an event; after that (nine (9) calendar days or less), the full event fee will be charged. SAS will provide a full refund if the Customer requests to cancel their registration within three (3) calendar days of the date of registration regardless of the number of days before the first day of class.
 - 4.1.2 Substitutions (name changes) are accepted at any time prior to the event, except for Certification Package registrations which are not transferable. Please contact the SAS UK and Ireland Education Department to confirm any change.
 - 4.1.3 Transfers are accepted up to 24 hours before the event start date, and learners are allowed one transfer per course registration. There will be an administrative charge of 20% of the Public Course fee if the transfer request is made less than twenty four (24) hours before the start date. If the learner fails to attend, the full Public Course fee remains payable. Learners that are absent from class without notifying SAS by phone, mail, or e-mail at least 1 day before class begins will be charged the full course price without the option to cancel or transfer to another class.
 - 4.1.4 SAS reserves the right to cancel course dates. If a course is cancelled for any reason, SAS will return prepaid registration fees. SAS is not responsible for airline penalties related to the cancellation of SAS courses or events. Please be aware of the airline restrictions regarding

nonrefundable airline tickets when purchasing an airline ticket. This policy applies unless otherwise stated.

4.2 Onsite Courses - The Customer may cancel Onsite Courses without charge if notification is received by SAS by phone, mail, or email no later than 21 calendar days prior to the course start date. Rescheduling a course less than 21 calendar days prior to course start date is considered a cancellation, and a cancellation fee of 50% of the total fee for the scheduled training will be charged and invoiced separately. Rescheduling a course less than 10 calendar days prior to course start date is considered a cancellation, and a cancellation fee of 100% of the total fee for the scheduled training will be charged and invoiced separately. In addition, if non-refundable airline tickets have been purchased for SAS personnel with the Customer's approval, Customer will be responsible for the cost of these tickets.

4.3 Certification Packages - Learner substitutions are not allowed at any time as the Certification Package is not transferable (see Clause 4.1.2 above).

4.3.1 Failure to comply with all terms and conditions may result in cancellation of the Customer's Certification Package.

4.3.2 Certification Packages are non-refundable.

5. Special Needs. If you have a disability requiring a reasonable accommodation, please send SAS a description (space is provided on the online registration form) of that accommodation along with your advance registration at least ten working days before the course begins.

6. Changes to Course Content. SAS' Courses are constantly being reviewed, updated and improved and SAS reserves the right to alter any of the course content without prior notice. It may not be possible to cover all Course topics due to unforeseen circumstances, the Instructor will advise learners when this is the case and may offer alternatives. Where necessary, the Instructor will add appropriate additional material.

7. Confidentiality. Each party will implement reasonable measures to prevent the other party's inadvertent access to confidential information. Each party agrees to use all reasonable endeavours to prevent any confidential information received in connection with and related to the Course(s), which is clearly marked or designated at the time of disclosure as "Confidential" or is by its nature confidential, from being revealed to third parties for a period of three (3) years from the date of disclosure. This restriction does not apply to information which is:

- a) generally available to the public;
- b) released by either party without restriction;
- c) independently developed or acquired by the receiving party;
- d) known to the receiving party prior to receipt from the disclosing party; or
- e) revealed pursuant to court order or process of law. Each party will use all reasonable endeavours to give the disclosing party notice of such order prior to disclosure. For the purposes of this clause, SAS' parent company, SAS Institute Inc., shall not be deemed a "third party."

8. Personal Data. If SAS is required to process any Personal Data (i.e. Names, Work Email, Telephone Numbers), then SAS agrees to:

8.1 process the Personal Data only on behalf of the Customer and in compliance with this Agreement or amendment thereto related to data processing; and promptly notify the Customer about:

8.1.1. any legally binding request for disclosure of the Personal Data by a law enforcement authority prior to any such disclosure unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation; and/or

8.1.2 any accidental or unauthorised access which may affect the Personal Data as soon as possible after SAS has become aware of such access; and/or

8.1.3 any request received directly from data subjects without responding to that request, unless it has been otherwise authorised to do so by the Customer.

9. Copyright

9.1 The Course notes and/or material are the exclusive copyrighted property of SAS. None of the Course notes and/or material may be reproduced, republished, distributed, posted, sold, or

transferred. SAS' Copyright extends to all electronic or supplementary notes and/or materials provided as part of a Course.

9.2 Course notes and/or materials are available only for learners and are provided on the first day of a Course, for the sole purpose of the Course itself. Course notes and/or materials are not available prior to the Course.

10. Warranty and Limitation of Liability.

10.1 SAS warrants that it shall render the Course(s) in a diligent, conscientious and professional manner. The exclusive remedy for breach of this warranty is refund of fees paid for the Course(s) at issue. SAS warrants that it is under no obligation or restriction that would in any way prevent or interfere with its ability to perform its obligations under this Agreement.

10.2 SAS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EVENT OR SERVICES PROVIDED HEREUNDER OR THE RESULTS OBTAINED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING.

10.3 SAS shall not in any circumstances (other than those referred to in section 14.1) be liable for any of the following losses or damage (whether or not such losses or damage were foreseen, direct, foreseeable, known or otherwise and whether the same arise in tort (including negligence), contract, statute, common law or otherwise): (a) loss of profits (whether actual or anticipated); (b) loss of revenue; (c) loss of anticipated savings; (d) loss of business; (e) loss of opportunity; (f) loss of goodwill; (g) loss of, damage to or corruption of data; or for any special, incidental, indirect or consequential loss or damage howsoever caused (whether or not such loss or damage is covered under sections 14.3(a) to 14.3(g) above). The parties make these exclusions in consideration of the fees paid for the Courses in accordance with the terms of this Agreement.

10.4 In no event shall SAS' liability for damages of any kind, including direct damages, exceed the amount the Customer paid for the Course under the applicable and/or Event Confirmation sheet.

10.5 The limitations in this clause do not include limitations of liability for personal injury or death, fraud or for any other liability that cannot be excluded by law.

11. Third Party Rights. A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

12. Governing Law. This Agreement shall be deemed to have been entered into in and shall be governed by the laws of England. The parties agree to the exclusive jurisdiction of the courts of England for resolution of any dispute under this Agreement.

13. Force Majeure. SAS shall not be liable for any delay in performance, part performance, defective performance or failure under or in connection with this Agreement in relation to any event outside of the reasonable control of SAS.

14. Notices. All notices shall be in writing and delivered by hand or sent by first class post to the address of the other Party shown on the front of this Agreement or as otherwise notified and shall be deemed received on the earlier of actual receipt or 3 working days after posting.

15. Severability If any part of this Agreement is held unenforceable or invalid, the remaining provisions shall remain in full force and effect.

16. Variation. No variation, change or modification of this Agreement will be valid unless it is in writing and signed by an authorised signatory on behalf of each Party.

17. Assignment. Neither Party may assign, transfer, or otherwise deal with this Agreement without the prior written consent of the other Party.

18. Waiver. Failure by either party to enforce at any time, or for any period of time, any provision of this Agreement will not be construed as a waiver of such provision and will in no way affect either party's right to later enforce such provision.

19. Complete Agreement. The Customer and SAS agree that they have read this Agreement, understand it, and agree to be bound by its terms and conditions. It is further agreed that this Agreement, the Joining Instructions, Event Confirmation sheet for Custom Courses (where applicable), and invoices arising under them, constitute the complete and exclusive statement of the terms and conditions between the Customer and SAS covering the performance hereof and cannot be altered, amended or modified except in writing signed by an authorised representative of each party. This Agreement supersedes all communications, oral or written, between the parties relating to its subject.