

THOMSON REUTERS  
LEGAL TRACKER TRAINING  
STANDARD TERMS AND  
CONDITIONS

These Thomson Reuters Legal Tracker™ (formerly Serengeti Tracker™) Training Standard Terms and Conditions ("Terms") set forth the basis upon which West Publishing Corporation d/b/a Serengeti Law ("Serengeti") and/or Legal Tracker, will provide training classes ("Training") using Legal Tracker authorized course materials ("Legal Tracker Authorized Course Materials") at specified Legal Tracker locations and times agreed upon with customer ("Customer").

## SECTION 1 PAYMENT

**1.1 Payment.** Customer agrees to pay for Training according to Legal Tracker's published prices current as of the date of Legal Tracker's acceptance of Customer's Training request, unless otherwise agreed between the parties. All payments, whether by credit card or other form acceptable by Legal Tracker must be received at least seven (7) days prior to the commencement of Training. For reservations made within seven (7) days of Training, payment must be received prior to the commencement of Training. Any applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Customer.

**1.2 Cancellation.** Customer may cancel registration for Training up to 72 hours prior to the first day of Customer's scheduled Training, by sending a written notice to Tiffany Williamson at [tiffany.williamson@thomsonreuters.com](mailto:tiffany.williamson@thomsonreuters.com). If such written notice is received by Legal Tracker prior to 72 hours in advance of the first day of Customer's scheduled Training, Legal Tracker will refund 100% of any payments made by Customer to Legal Tracker for such Training.

## SECTION 2 ORDERING

Customer shall provide Legal Tracker with enrollment and payment for Training via electronic transmission or as otherwise required in accordance with Legal Tracker's guidelines. All requests placed by Customer shall be governed by these Terms, and any terms set forth in Customer's ordering document in addition to or inconsistent with these Terms shall be of no force or effect. These Terms supersede all prior statements, representations, discussions, negotiations and agreements by the parties, both oral and written. All requests are subject to Legal Tracker's acceptance. Training shall commence on the dates specified by Legal Tracker in its acceptance.

## SECTION 3 CUSTOMER RESPONSIBILITIES

**3.1 Prerequisite Requirements.** Legal Tracker reserves the right to refuse or limit any services for Training if a Customer fails to satisfy the requirements for a Training course as published or provided to Customer by Legal Tracker prior to the start of such course. In such cases no refund or cancellation fee will be paid.

**3.2 Good Conduct.** Legal Tracker reserves the right to refuse, limit or cancel any Training if a Customer in the opinion of Legal Tracker has displayed unreasonable behavior or is deemed to be violent, abusive or disruptive. In such cases no refund or cancellation fee will be paid.

## SECTION 4 OWNERSHIP OF MATERIALS

Ownership of all copyright and other intellectual property rights in the Legal Tracker Authorized Course Material, including any documentation, data, technical information and know-how provided to Customer as part of the Training remains vested in Legal Tracker. All such information shall be held in confidence and may not be disclosed or copied to third parties, without the express written permission of Legal Tracker.

## SECTION 5 WARRANTY

Legal Tracker warrants that its personnel are suitably qualified and experienced to perform Training. Except as expressly represented otherwise, and to the extent not prohibited by law, all Training, including any documentation, publications, software programs or code, and other information provided by or on behalf of Legal Tracker or its suppliers to Customer is furnished on an "AS-IS" basis, without warranty of any kind, whether express, implied, statutory or otherwise especially as to quality, reliability, timeliness, usefulness, sufficiency and accuracy. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY LEGAL TRACKER AND ITS SUPPLIERS. NO ORAL OR WRITTEN INFORMATION PROVIDED BY LEGAL TRACKER SHALL CREATE A WARRANTY UNLESS INCORPORATED INTO THESE TERMS.

## SECTION 6 LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY LAW, LEGAL TRACKER AND ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHER INDIRECT DAMAGES, SUCH AS LOST PROFITS, ARISING FROM THESE TERMS EVEN IF LEGAL TRACKER HAS KNOWLEDGE OF THE LIKELIHOOD OF SUCH DAMAGES. IN THE EVENT THAT LEGAL TRACKER SHALL FAIL TO PROVIDE TRAINING IN ACCORDANCE WITH THESE TERMS, LEGAL TRACKER'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF THESE TERMS SHALL BE FOR LEGAL TRACKER TO USE ITS REASONABLE EFFORTS TO REPERFORM THE TRAINING WITHIN A REASONABLE PERIOD OF TIME; PROVIDED, THAT IN THE EVENT LEGAL TRACKER IS UNABLE TO REPERFORM, LEGAL TRACKER MAY ELECT TO REFUND ALL PAYMENTS ACTUALLY RECEIVED BY LEGAL TRACKER FROM CUSTOMER FOR THE TRAINING IN QUESTION, IN FULL SATISFACTION OF LEGAL TRACKER'S OBLIGATIONS. SUCH REFUND SHALL CONSTITUTE LEGAL TRACKER'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR SUCH BREACH. IN NO EVENT SHALL THE AGGREGATE LIABILITY FOR DAMAGES OF LEGAL TRACKER, ITS EMPLOYEES OR AGENTS, ARISING FROM THESE TERMS WHETHER BY CONTRACT OR TORT EXCEED THE AMOUNTS CUSTOMER ACTUALLY PAID LEGAL TRACKER. TO THE EXTENT NOT PROHIBITED BY LAW, THE LIMITATIONS IN THIS SECTION SHALL APPLY TO PERSONAL INJURY AND DEATH.

## SECTION 7 GENERAL TERMS

This Agreement is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this Agreement. This Agreement constitutes the complete and exclusive agreement between the parties, and supersedes any and all other agreements between the parties, oral or written, regarding the subject matter. This Agreement may not be modified unless each party executes a separate written instrument. Notices required or permitted under this Agreement must be transmitted via facsimile, overnight courier, or certified or registered mail, and will be deemed effective upon confirmation of receipt. Neither party shall be liable for any delay or failure to meet its obligations under these Terms due in whole or in part to circumstances beyond its reasonable control, including but not limited to war, riot, insurrection, civil commotion, labor strikes or lockouts, shortages, factory or other labor conditions, fire, flood, earthquake or storm. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, which shall not affect the enforceability of the Agreement's remaining provisions. Omission or delay by either party to enforce any right or remedy reserved to it, or to require performance by the other party of any of the terms or provisions stated within this Agreement, may not be interpreted as a waiver of any such right or remedy to which that party is entitled. Legal Tracker may use subcontractors to perform Training. No assignment is permitted by Customer under these Terms and any attempt to assign shall be null and void.