

BEFORE YOU SIGN THE EDUCATION ORDER FORM (“EOF”) AS AN AUTHORIZED REPRESENTATIVE OF THE PURCHASING ENTITY OR INDIVIDUAL (“CLIENT”), CAREFULLY READ THIS MASTER EDUCATION AGREEMENT. BY EXECUTING THE EOF, YOU REPRESENT THAT YOU ARE AUTHORIZED TO ENTER INTO THIS MASTER EDUCATION AGREEMENT ON BEHALF OF CLIENT AND TO BIND CLIENT TO THE TERMS AND CONDITIONS OF THIS MASTER EDUCATION AGREEMENT. UPON YOUR EXECUTION OF THE EOF, THIS MASTER EDUCATION AGREEMENT SHALL CONSTITUTE A LEGAL AND BINDING AGREEMENT BETWEEN CLIENT AND SERENA SOFTWARE, INC. OR ITS APPLICABLE SUBSIDIARY (“SERENA”). IF YOU HAVE ANY QUESTIONS REGARDING THIS EDUCATION MASTER AGREEMENT, YOU MAY CONTACT SERENA LEGAL SERVICES AT +1.650.481.3400 OR WRITE TO SERENA SOFTWARE, INC., ATTENTION: LEGAL SERVICES, 2345 NW AMBERBROOK DRIVE, SUITE 200, HILLSBORO, OR 97006, U. S. A. ANY USE OF THE PRODUCT OTHER THAN PURSUANT TO THE TERMS OF THIS MASTER EDUCATION AGREEMENT IS A VIOLATION OF U. S. AND INTERNATIONAL COPYRIGHT LAWS AND CONVENTIONS.

1.0 PUBLIC COURSES

- 1.1 A Client purchase order or check must be received prior to the class start date. Credit card charges will be processed upon registration.
- 1.2 Course dates, locations, and fees are subject to change. If Serena cancels a course or changes the location/date, students may enroll in the next available course or cancel registration without penalty. Serena is not responsible for any additional travel fees or penalties if a course location/date is changed.
- 1.3 FEES ARE CHARGED PER STUDENT. IF ADDITIONAL UNREGISTERED STUDENTS ATTEND A CLASS, OR WATCH OR LISTEN TO AN ONLINE CLASS, CLIENT WILL BE REQUIRED TO IMMEDIATELY PAY ADDITIONAL FEES TO SERENA.

2.0 PRIVATE ONSITE COURSES

- 2.1 Client is responsible for the following: (a) reasonable travel and living expenses that are incurred by Serena instructors, as agreed between Serena and Client, and (b) providing sufficient training room facilities, available from 8am to 6pm daily. For all Onsite courses not using virtual labs: (a) Client will provide the Serena instructor access to the Client training room the day before the course begins to verify and/or install the training setup; (b) Client will provide the Serena instructor access to the installed course software (VMware player and image) in a non-production environment; (c) Client will provide the Serena instructor and all students administrator access to install and test the VMware Player and Image, and standard access will be acceptable after the image has been installed; and (d) Client must ensure the host site’s primary technician or administrator will be available to the Serena instructor during setup and 30 minutes before the start of the course to troubleshoot any problems that may arise with the training environment, and to answer any questions during the training image installation and configuration.

For all courses where virtual labs are required, Client must (a) successfully complete all virtual lab connectivity tests in the lab environment prior to the instructor’s arrival; and (b) make available, during setup and at least 30 minutes before the start of the course, a technician or administrator capable of providing technical assistance for any problems that may arise with the training environment or training image installation and configuration.

- 2.2 Hardware and software requirements:
 - a. Instructor client workstation with projection capability onto a large screen and:

1. Browser (IE 8 or greater; Chrome or Firefox)
 2. Internet access
 3. Must be able to run an ActiveX component or run a java applet as part of the lab setup
 4. Have Remote Desktop Connections to the lab environment enabled
- b. One client workstation per student with the following requirements:
 - i. Using virtual labs
 1. Browser (IE 8 or greater; Chrome or Firefox)
 2. Internet access
 3. Must be able to run an ActiveX component or run a java applet as part of the lab setup
 4. Have Remote Desktop Connections to the lab environment enabled
 - ii. Not using virtual labs
 1. Memory: 4 GB RAM minimum
 2. Processor: 2 GHz processor speed or greater
 3. Free Disk Space: 45 GB
 4. Display: SVGA at 1024x768 w/256 colors for the Serena instructor
 5. Software: VMware Player (version 2.0 or higher)
 6. Internet access

- 2.3 In the event that Serena is unable to provide the course as a result of Client’s failure to provide any of the foregoing, the course will be cancelled and 30% of the registration fee plus any incurred expenses will be charged to Client. Serena will not change the content of any private course, or deviate from the published syllabus, to accommodate requests by Client or by the students. Private onsite courses are limited to twelve (12) students. Additional students, up to a maximum total of fifteen (15), may be added for an additional one hundred dollars (\$100) per student per day. Requested dates are subject to availability and confirmation by Serena Education.

3.0 SERENA HOSTED eLEARNING COURSES

- 3.1 Upon purchase/registration of a Serena eLearning course, Client shall have thirty (30) days to complete the course. After thirty (30) days, access will be removed. Minimum system requirements to complete eLearning courses are as follows: (a) Browser (IE 6 or greater; or Firefox); (b) Adobe Flash Player v9 or higher; (c) Internet access; and (d) Sound card.

4.0 GRANT OF LICENSE AND USE OF COURSEWARE

4.1 "Courseware" means Serena's proprietary course materials. Subject to payment of the Courseware license fee, Serena grants Client a nonexclusive, worldwide, perpetual license to use the Courseware solely for the purposes of internal training of Client's personnel; Client may make a reasonable number of copies of the courseware for such purpose. Client may not sell, rent, lease, sublicense, or otherwise disclose the Courseware to any other party. Client is expressly prohibited from using the Courseware, directly or indirectly, to train any other party. Updates to the Courseware, if and when available, will be provided to Client upon payment of Serena's then-current update fees for the current release of the Courseware.

5.0 PAYMENT; CANCELLATIONS

5.1 Except as otherwise stated herein, payment is due within thirty (30) days from date of invoice. Except as expressly provided herein, all payment obligations are non-cancelable and all fees paid are non-refundable. This Agreement shall supersede any different, inconsistent, or preprinted terms and conditions in any client purchase order or other order form.

5.2 Serena must receive a written notification of cancellation at least ten (10) calendar days prior to the course start date for a full refund (excluding any previously agreed upon travel and/or living expenses which are non-refundable). Unless Customer reschedules within thirty (30) calendar days for the next available course, any courses cancelled within ten (10) calendar days of the start date will be charged the full registration fee.

6.0 WARRANTY DISCLAIMER; LIMITATION OF LIABILITY

6.1 SERENA PROVIDES NO WARRANTY FOR ANY COURSE OR COURSEWARE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SERENA DOES NOT WARRANT THAT ANY STUDENT, AFTER COMPLETION OF ANY COURSE, WHETHER GIVEN BY SERENA DIRECTLY OR BY CLIENT THROUGH THE USE OF COURSEWARE, WILL HAVE ANY PARTICULAR SKILL OR KNOWLEDGE WITH RESPECT TO SERENA'S PRODUCTS. IN NO EVENT WILL SERENA BE LIABLE TO CLIENT OR ANY STUDENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT, DIRECT, OR CONSEQUENTIAL DAMAGES.

7.0 TITLE; NO RECORDING OR COPYING

7.1 Serena owns all right, title, and interest in and to the courses and Courseware, including without limitation, all patent, copyright, trade secret, trademarks, and other intellectual property rights.

7.2 Client shall not audio and/or video record any class. Client shall not copy any course materials or student guidebooks, unless Client has purchased applicable licenses from Serena.