



## TRAINING SERVICES AGREEMENT

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- 2) THAT YOU INTEND TO BE PERSONALLY BOUND TO THE TERMS OF THIS AGREEMENT AS THE CUSTOMER. IF YOU ARE NOT SO AUTHORIZED OR DO NOT INTEND TO BE PERSONALLY BOUND, THEN WHA IS UNWILLING TO PROVIDE THE SERVICE AND THE USE OF THE SERVICE IS A VIOLATION OF U.S. AND INTERNATIONAL COPYRIGHT LAWS AND CONVENTIONS. IF YOU ACCEPT THESE TERMS ON BEHALF OF AN ENTITY, YOU MAY USE THE SERVICE ONLY ON BEHALF OF SUCH ENTITY. IF YOU INTEND TO BE PERSONALLY BOUND, USE OF THE SERVICE IS LIMITED TO YOUR PERSONAL USE.

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- 7. Indemnification: To the extent permitted by applicable law, CUSTOMER agrees to indemnify, defend and hold WHA, and its subsidiaries, and their respective affiliates, directors, shareholders, officers, agents, representatives and employees, harmless from any liability, action, suit, damages, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of CUSTOMER'S use of the Service, Course Content or Software or CUSTOMER'S violation of the terms of this Agreement, except to the extent arising out of the sole active negligence or willful misconduct of WHA or its agents.
- 8. Miscellaneous: This Agreement, the non-exclusive license granted hereunder, the Service, Course Content, Software and any modifications thereto may not be assigned or in any way transferred by CUSTOMER. The terms of this Agreement shall be construed in accordance with the substantive laws of the State of New Mexico and the United States of America, without giving effect to the principles of conflict or choice of law of such State. The original of this Agreement has been written in English. CUSTOMER waives any statute, law, or regulation that might provide an alternative law or forum or to have this Agreement written in any language other than English. CUSTOMER specifically submits to jurisdiction in federal or state court in Dona Ana County, New Mexico. WHA and CUSTOMER exclude the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act from this Agreement. If any provision of this Agreement is held to be excessively broad as to scope, activity, subject or otherwise so as to be unenforceable at law, such provision shall be construed by limiting or reducing it so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear. This Agreement represents the entire understanding between the parties with respect to its subject matter and supersedes and replaces all prior written and oral communications between the parties concerning the subject matter covered hereby. This Agreement may not be modified by CUSTOMER except by a written agreement signed by authorized representatives of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a written agreement signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on one occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing. WHA may change and/or update this Agreement without notice,
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