https://www.dcaitraining.com/

MASTER TRAINING SERVICES TERMS AND CONDITIONS

For DCAI Training and AI Enablement Services

Table of Contents

- Article 1. Agreement; Applicability; B2B Nature
- Article 2. Definitions
- Article 3. Scope of Training Services
- Article 4. Ordering Documents and Order of Precedence
- Article 5. Fees, Taxes, Billing, and Payment
- Article 6. Scheduling, Cancellation, Rescheduling, and Credits
- Article 7. Participant Eligibility, Substitutions, and Conduct
- Article 8. Customer Responsibilities
- Article 9. Dynamic Communities Responsibilities
- Article 10. Training Materials and Deliverables
- Article 11. Intellectual Property Ownership
- Article 12. Limited Internal-Use License
- Article 13. Prohibited Uses and Knowledge Extraction
- Article 14. AI System, Model Training, and Data Ingestion Restrictions
- Article 15. Recording, Transcription, and Capture Restrictions
- Article 16. DCI-Provided Recordings and Post-Session Materials
- Article 17. Hands-On Labs and Training Environments
- Article 18. Customization, Industry-Tuned Content, and Advisory Outputs
- Article 19. Partner and White-Label Delivery
- Article 20. Customer Data, Systems, and Confidential Information
- Article 21. AI Output and Technology Disclaimer
- Article 22. No Guaranteed Business or Commercial Outcomes
- Article 23. Certifications, Badges, and Credentials
- Article 24. Microsoft and Third-Party Technology Disclaimer
- Article 25. Non-Solicitation and Non-Circumvention
- Article 26. Compliance, Export Controls, and Sanctions
- Article 27. Warranties and Warranty Disclaimer
- Article 28. Limitation of Liability
- Article 29. Indemnification
- Article 30. Equitable Relief and Enforcement
- Article 31. Term and Termination
- Article 32. Force Majeure
- Article 33. Independent Contractor Relationship
- Article 34. Insurance
- Article 35. Assignment and Subcontracting
- Article 36. Notices
- Article 37. Governing Law; Venue; Jury Waiver
- Article 38. Miscellaneous Legal Terms
- Article 39. Survival
- Article 40. Acceptance and Incorporation by Reference

Article 1. Agreement; Applicability; B2B Nature

These Master Training Services Terms and Conditions (the "Terms") govern the purchase, registration, access to, and receipt of Training Services provided by Dynamic Communities LLC, a Delaware limited liability company ("Dynamic Communities," "DCI," "we," "us," or "our"), to the business entity identified in the applicable Order Form, Statement of Work, quote, proposal, registration, purchase order, online enrollment, or similar ordering document ("Customer").

These Terms are intended solely for business-to-business transactions. Customer represents that it is entering into these Terms for business, commercial, professional, governmental, educational, or institutional purposes and not as an individual consumer.

Article 2. Definitions

For purposes of these Terms, the following definitions apply: "Training Services" means instructor-led training, virtual training, onsite training, classroom training, boot camps, hands-on labs, workshops, advisory engagements, enterprise enablement, partner enablement, customer enablement, roadshows, summit training, customized curriculum, discovery calls, demos, and related services provided by DCI.

"Training Materials" means presentations, slide decks, recordings, videos, lab guides, workbooks, exercises, prompts, templates, diagrams, documentation, datasets, examples, architecture references, agent patterns, worksheets, source files, handouts, assessments, and other educational materials made available by DCI.

"AI Systems" means artificial intelligence, machine learning, generative AI, large language models, foundation models, natural language processing systems, retrieval-augmented generation systems, vector databases, embeddings, copilots, agents, agent builders, orchestration tools, autonomous or semi-autonomous software systems, and similar technologies.

Article 3. Scope of Training Services

DCI provides practical, business-focused AI training and enablement services designed to help teams learn and apply AI concepts, Microsoft AI technologies, Copilot capabilities, agents, governance, data, automation, and related business transformation concepts.

Training Services may include instructor-led training, hands-on labs, guided exercises, dedicated or simulated lab environments, introductory, applied, and immersive boot camps, enterprise programs, advisory engagements, partner enablement, seller enablement, onsite customer enablement, maker enablement roadshows, and industry-tuned enablement.

Article 4. Ordering Documents and Order of Precedence

Training Services may be ordered through an Ordering Document. Each Ordering Document is deemed to incorporate these Terms unless DCI expressly agrees otherwise in a signed writing. In the event of conflict, the signed amendment, then the signed Order Form or Statement of Work, then these Terms, then accepted quotes or purchase orders shall control.

Customer purchase order terms, procurement portal terms, vendor onboarding terms, click-through terms, or similar customer-supplied terms are rejected unless expressly signed by an authorized officer of DCI.

Article 5. Fees, Taxes, Billing, and Payment

Customer shall pay the fees stated in the applicable Ordering Document. Unless otherwise stated, all fees are in United States Dollars, exclusive of taxes, duties, travel expenses, venue charges, technology fees, shipping, and similar costs.

Unless otherwise stated, invoices are due net thirty (30) days from invoice date. Late amounts may accrue interest at the lesser of 1.5% per month or the maximum permitted by law. DCI may suspend or postpone Training Services for nonpayment.

Article 6. Scheduling, Cancellation, Rescheduling, and Credits

Customer cancellations must be submitted in writing. Cancellations sixty (60) or more calendar days before scheduled start are eligible for a 100% refund of prepaid fees, less nonrecoverable costs. Cancellations thirty (30) to fifty-nine (59) calendar days before scheduled start are eligible for a 50% refund. Cancellations fewer than thirty (30) calendar days before scheduled start are nonrefundable and 100% of fees remain due.

At DCI's discretion, Customer may convert an eligible cancellation into a rescheduling credit. Any credit must be used for substantially similar Training Services within six (6) months after the original scheduled training date. If the rescheduled Training Services are not executed within that six-month period, the credit automatically expires, is waived, and is permanently forfeited.

Article 7. Participant Eligibility, Substitutions, and Conduct

Only approved Participants may attend Training Services or access Training Materials. Customer is responsible for all acts and omissions of Participants and shall ensure that Participants comply with these Terms.

Customer may substitute Participants before the start of Training Services if the substitute is affiliated with Customer or otherwise approved by DCI and satisfies applicable prerequisites. DCI may remove any Participant whose conduct is unsafe, disruptive, unlawful, abusive, or inconsistent with these Terms.

Article 8. Customer Responsibilities

Customer shall provide accurate information regarding Participant counts, desired format, business goals, current skill level, technology environment, prerequisites, and scheduling needs.

Customer shall ensure Participants have required devices, accounts, permissions, licenses, internet connectivity, and system access and shall secure any required facilities, A/V support, approvals, and access needed for delivery.

Article 9. Dynamic Communities Responsibilities

DCI shall use commercially reasonable efforts to deliver Training Services in a professional manner. DCI may use employees, contractors, instructors, subject matter experts, facilitators, vendors, tools, and subcontractors to perform Training Services while remaining responsible for overall delivery.

DCI may modify instructors, agendas, examples, software, lab environments, exercises, timing, or materials to reflect technology changes, participant needs, platform availability, business relevance, curriculum quality, or logistical constraints.

Article 10. Training Materials and Deliverables

Training Materials are provided solely as learning aids in connection with Training Services. Unless expressly identified as Customer-owned work product in an Ordering Document, all Training Materials are licensed, not sold, and remain DCI Intellectual Property.

Deliverables, if any, will be limited to those expressly identified in the applicable Ordering Document and are provided for informational and planning purposes unless expressly stated otherwise.

Article 11. Intellectual Property Ownership

DCI exclusively owns and retains all right, title, and interest in and to DCI Intellectual Property, including copyrights, trade secrets, know-how, methodologies, moral rights, database rights, patent rights, trademark rights, and other intellectual property rights.

DCI Intellectual Property includes course designs, curriculum maps, learning paths, agendas, boot camp structures, presentations, slide decks, workbooks, videos, recordings, prompts, agent patterns, frameworks, reference architectures,

lab environments, exercises, scenarios, sample workflows, teaching methodology, facilitation techniques, advisory frameworks, and improvements.

Article 12. Limited Internal-Use License

Subject to Customer's payment and compliance, DCI grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license for authorized Participants to use DCI-provided Training Materials solely for Customer's internal business learning, reinforcement, and reference purposes.

The license does not permit external training, commercial education, consulting, managed services, resale, publication, sublicensing, repository creation, AI model training, product development, competitive analysis, or any other unauthorized purpose.

Article 13. Prohibited Uses and Knowledge Extraction

Customer and Participants shall not copy, reproduce, publish, distribute, upload, transmit, sell, lease, license, sublicense, modify, adapt, translate, create derivative works from, remove proprietary notices from, or commercially exploit Training Materials or DCI methodology.

Customer and Participants shall not reverse engineer, extract, reconstruct, map, or replicate DCI curriculum, sequencing, exercises, labs, methodology, teaching approach, advisory framework, or course architecture, including by using multiple Participants, note takers, bots, recordings, transcripts, screenshots, summaries, or similar capture methods.

Article 14. AI System, Model Training, and Data Ingestion Restrictions

Customer and Participants shall not upload, paste, ingest, index, embed, store, summarize, vectorize, or otherwise make Training Materials available to any public, private, enterprise, internal, or third-party AI System without DCI's prior written consent.

Customer and Participants shall not use Training Materials to train, tune, fine-tune, test, benchmark, evaluate, improve, or configure any AI model, language model, agent, copilot, chatbot, retrieval system, vector database, data product, prompt library, or knowledge base.

Article 15. Recording, Transcription, and Capture Restrictions

Except as expressly authorized by DCI in writing, Customer and Participants shall not record, photograph, screen capture, stream, broadcast, transcribe, summarize using automated tools, download, scrape, or otherwise capture Training Services or Training Materials.

Prohibited capture methods include audio recording, video recording, screen recording, screenshots, photographs, livestreaming, meeting bots, AI notetakers, automated transcription, and automated summarization.

Article 16. DCI-Provided Recordings and Post-Session Materials

DCI may provide recordings, slide decks, lab guides, workbooks, take-home materials, or other post-session resources. Any such materials remain DCI Intellectual Property and are subject to all restrictions in these Terms.

Unless an Ordering Document expressly states otherwise, DCI-provided recordings and materials may be accessed only by authorized Participants for Customer's internal learning reinforcement and may not be shared externally, posted online, uploaded to AI Systems, or used for customer-facing education.

Article 17. Hands-On Labs and Training Environments

Hands-on labs and training environments may include simulated environments, temporary accounts, sandbox tenants, cloud resources, datasets, agent exercises, automation scenarios, demos, sample files, lab guides, or other instructional resources.

Customer and Participants shall not access environments beyond the authorized scope, bypass security controls, extract lab materials, retain lab credentials, use lab environments for production work, introduce malicious code, store sensitive production data, or use lab resources for unlawful or unauthorized purposes.

Article 18. Customization, Industry-Tuned Content, and Advisory Outputs

DCI may customize curriculum, exercises, examples, roadmaps, labs, industry scenarios, or advisory discussions based on Customer's business objectives, skill level, data environment, industry, vertical, goals, or systems in use. Such customization does not transfer ownership of DCI Intellectual Property.

Industry-tuned, vertical-tuned, customer-specific, or partner-specific examples are educational and planning aids. Customer is solely responsible for validating applicability, security, compliance, and production readiness.

Article 19. Partner and White-Label Delivery

Some Training Services may be delivered in connection with partner enablement, partner-sponsored customer enablement, roadshows, customer-facing days, or under a partner's brand or banner. White-label or partner-sponsored delivery does not transfer ownership of DCI Intellectual Property.

Partner shall ensure that end-customer attendees comply with these Terms or equivalent restrictions approved by DCI and shall not represent that partner owns DCI curriculum, instructors, lab environments, methodologies, roadmaps, or materials.

Article 20. Customer Data, Systems, and Confidential Information

Customer is solely responsible for Customer Data, including accuracy, legality, completeness, security classification, privacy status, export classification, and suitability for Training Services. Customer shall not provide regulated, sensitive, confidential, personal, classified, export-controlled, production, or third-party data unless Customer has authority and has notified DCI of applicable handling requirements.

Each party shall protect the other party's Confidential Information using reasonable care and shall use Confidential Information only to perform or receive Training Services.

Article 21. AI Output and Technology Disclaimer

Training Services may involve AI Systems, agents, copilots, automation tools, prompts, demonstrations, simulations, and evolving technologies. AI-generated outputs may be inaccurate, incomplete, biased, insecure, noncompliant, unsuitable, hallucinated, outdated, or inappropriate for business use.

DCI does not warrant or guarantee the accuracy, completeness, legality, reliability, security, regulatory compliance, intellectual property status, business suitability, or production readiness of AI-generated outputs, demo artifacts, prompt examples, workflows, agents, automations, lab results, or advisory recommendations.

Article 22. No Guaranteed Business or Commercial Outcomes

DCI does not guarantee any business, financial, operational, technical, commercial, sales, pipeline, customer adoption, productivity, cost savings, revenue, funding, partner status, certification, implementation, deployment, compliance, or market outcome.

Article 23. Certifications, Badges, and Credentials

Unless expressly stated in a signed writing, completion of Training Services, receipt of attendance documentation, completion certificates, badges, participation acknowledgments, or similar items does not constitute professional certification, Microsoft certification, accreditation, licensure, qualification, endorsement, authorization, competency designation, or guarantee of skill proficiency.

Article 24. Microsoft and Third-Party Technology Disclaimer

Training Services may reference Microsoft products, services, technologies, trademarks, platforms, roadmaps, documentation, examples, or ecosystems. Microsoft and third-party product names, marks, and services remain the property of their respective owners.

Unless expressly stated in an Ordering Document, DCI is an independent training and enablement provider and is not owned, operated, sponsored, endorsed, certified, or controlled by Microsoft or any other technology provider.

Article 25. Non-Solicitation and Non-Circumvention

During the engagement and for twenty-four (24) months thereafter, Customer shall not directly or indirectly solicit, recruit, hire, engage, contract with, retain, or otherwise use any DCI instructor, trainer, facilitator, subject matter expert, contractor, employee, or advisor introduced through Training Services except through DCI or with DCI's prior written consent.

Article 26. Compliance, Export Controls, and Sanctions

Each party shall comply with applicable laws. Customer shall not use Training Services, Training Materials, lab environments, AI Systems, or related technology in violation of export control, sanctions, anti-corruption, data protection, privacy, intellectual property, employment, or procurement laws.

Article 27. Warranties and Warranty Disclaimer

Each party represents that it has authority to enter into the applicable Ordering Document and perform its obligations.

EXCEPT AS EXPRESSLY STATED, TRAINING SERVICES, TRAINING MATERIALS, DELIVERABLES, LABS, RECORDINGS, ADVISORY OUTPUTS, DEMONSTRATIONS, AND RELATED ITEMS ARE PROVIDED "AS IS" AND "AS AVAILABLE." DCI DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, SECURITY, AVAILABILITY, RESULTS, AND COURSE OF PERFORMANCE.

Article 28. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, DCI SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, ENHANCED, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOST BUSINESS, LOST GOODWILL, LOST DATA, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE SERVICES, OR LOSS OF BUSINESS OPPORTUNITY.

DCI's total aggregate liability shall not exceed the fees actually paid by Customer to DCI for the specific Training Services giving rise to the claim during the six (6) months preceding the event giving rise to liability.

Article 29. Indemnification

Customer shall defend, indemnify, and hold harmless DCI and its affiliates, officers, directors, managers, employees, instructors, contractors, agents, and representatives from claims, damages, liabilities, penalties, losses, costs, and expenses arising from Customer Data, Customer materials, Customer or Participant misuse, breach of these Terms, implementation or operational use of AI outputs, or Customer violation of law or third-party rights.

Article 30. Equitable Relief and Enforcement

Customer acknowledges that breach of intellectual property, AI restrictions, recording restrictions, confidentiality, competitive use, non-solicitation, non-circumvention, or unauthorized distribution provisions may cause irreparable harm. DCI is entitled to seek temporary restraining orders, preliminary injunctions, permanent injunctions, specific performance, impoundment, deletion certification, and other equitable relief without posting bond or proving actual damages.

Article 31. Term and Termination

These Terms apply for as long as Customer receives or has access to Training Services or Training Materials. Either party may terminate an Ordering Document for material breach if the breach is not cured within thirty (30) days after written notice, except DCI may terminate immediately for nonpayment, unauthorized recording, infringement, confidentiality breach, misuse of lab environments, AI model ingestion, competitive use, safety concerns, or unlawful conduct.

Article 32. Force Majeure

Neither party shall be liable for delay or failure to perform due to events beyond reasonable control, including acts of God, natural disasters, severe weather, epidemic, pandemic, public health emergency, labor disruption, terrorist act, civil unrest, war, government action, travel restriction, power failure, internet outage, cloud service outage, venue issue, platform outage, instructor illness, or similar events.

Article 33. Independent Contractor Relationship

The parties are independent contractors. These Terms do not create a partnership, joint venture, franchise, agency, fiduciary, employment, or exclusive relationship. Neither party may bind the other except as expressly authorized in writing.

Article 34. Insurance

DCI shall maintain commercially reasonable insurance coverage appropriate for its business operations. Customer is responsible for maintaining coverage appropriate for its business, Participants, data, systems, onsite facilities, and use of Training Services.

Article 35. Assignment and Subcontracting

Customer may not assign these Terms or any Ordering Document without DCI's prior written consent, except to a permitted successor that is not a DCI competitor and assumes all obligations. DCI may assign to an affiliate or successor and may subcontract performance while remaining responsible for overall delivery.

Article 36. Notices

Legal notices must be in writing and delivered by personal delivery, nationally recognized overnight courier, certified mail, or confirmed email. Operational communications regarding scheduling, logistics, access, substitutions, and delivery may be made by email.

Article 37. Governing Law; Venue; Jury Waiver

These Terms and all disputes arising out of or relating to these Terms, Training Services, Training Materials, or any Ordering Document shall be governed by the laws of the State of Delaware, without regard to conflicts of law rules. The parties consent to exclusive jurisdiction and venue in Delaware courts.

EACH PARTY KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS, TRAINING SERVICES, TRAINING MATERIALS, OR ANY ORDERING DOCUMENT.

Article 38. Miscellaneous Legal Terms

If any provision is held invalid, the remaining provisions remain in full force. Failure to enforce a provision is not a waiver. Amendments must be in writing and signed by authorized representatives unless future website terms are expressly permitted by an Ordering Document. These Terms and Ordering Documents constitute the entire agreement regarding Training Services.

Article 39. Survival

Any provisions that by their nature should survive expiration or termination shall survive, including payment, taxes, intellectual property, limited licenses, prohibited uses, AI restrictions, recording restrictions, DCI-provided materials, confidentiality, Customer Data, disclaimers, no guaranteed outcomes, Microsoft and third-party disclaimers, non-solicitation, compliance, warranty disclaimers, limitation of liability, indemnification, equitable relief, governing law, venue, jury waiver, and miscellaneous terms.

Article 40. Acceptance and Incorporation by Reference

These Terms are incorporated into each Ordering Document that references Dynamic Communities LLC Training Services, DCAI Training, AI training, partner enablement, enterprise enablement, advisory services, boot camps, labs, roadshows, or related offerings. Customer accepts these Terms by signing an Ordering Document, approving a quote, issuing a purchase order accepted by DCI, registering Participants, accessing Training Services, receiving Training Materials, or otherwise proceeding with an engagement after notice of these Terms.