

Supplier Name: Insight Outside

Terms & Condition for the HPE High Performance Computing and Open Source Linux Grenoble/France March 14-18, 2016

These terms and conditions shall constitute the entire Agreement between the parties, and shall supersede and exclude any previous communications, representations or agreements between the parties, whether oral or written, relevant to the Services.

Customer acknowledges and agrees that no representations were made prior to the entering into of this Agreement and that, in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.

Neither party has any right of action against the other in respect of any untrue statement (written or oral) made to it in respect of this Agreement (except a fraudulent misrepresentation or any untrue statement as to a fundamental matter including a misrepresentation as to a matter fundamental to a party's ability to perform this Agreement).

Customer's additional or different terms and conditions shall not apply. Customer's acceptance of the Quotation or the Services and/or use of or license of any products supplied by Insight Outside will constitute Customer's acceptance of these terms and conditions, which may not be changed except by a written amendment signed by an authorized representative of each party. The Charges exclude Value Added Tax (VAT) which shall be added to each invoice at the rate applicable at the date of invoice.

Payment is due upon completion of the event registration. In case of short term registration Insight Outside will ensure that all payment information is available prior to the event start. Participation in an event is subject to full advance payment. In case of non-payment prior to the event start the registration will be cancelled and the right to

participle will expire. Should any sum due to Insight Outside remain unpaid after ten (10) days from the date of written notice to the Customer, Insight Outside shall not be obliged to continue performance of the Services under the Quotation with Customer. Insight Outside shall be entitled to interest on the amount due at the rate of three (3) per cent per annum above the Bank's base rate ruling from time to time, calculated from the date due, and to recover its expenses including legal fees and costs of collection. Insight Outside shall have the right to change payment terms specified herein at any time, if Customer's financial condition or previous payment record so warrants. In the event the Customer wishes to cancel Services ordered from Insight Outside, such cancellation must be made in writing. Insight Outside reserves the right to charge for all work completed at time of cancellation. Should the Customer give notice of cancellation **of fifteen (15) working days** or less, Customer will be liable to pay to Insight Outside 100% (one hundred per cent) of the charge for the Services cancelled. In the event Customer wishes to transfer the Services to another date, then subject to Customer giving Insight Outside at least ten (10) working days written notice Insight Outside will use reasonable efforts to accommodate such a request. If the Customer gives Insight Outside less than 10 working days written notice to request a transfer the Customer will be liable to pay Insight Outside a fee of 30% (thirty per cent) of the original price quoted to transfer the Services to another date. Substitution of delegates from the same company by the Customer will be allowed up to the commencement of the course without charge.

Insight Outside reserves the right to refuse admission to any person, or request any person to leave the premises on which the Services are being (or are to be) provided, whom it considers in its absolute discretion to be unsuitable for admission to any education course or any other Services.

These terms and conditions and the Order shall in all respects be governed by and construed in accordance with the laws of France. The parties submit to the exclusive jurisdiction of the courts of France.