

## StormWind Online Training Terms and Conditions of Use

WHEREAS, StormWind, LLC (“StormWind”) desires to offer online training to students via a web-based learning management system (“Campus”) and Student agrees to purchase access to the Campus; and

NOW THEREFORE, in consideration of the premises and the representations and mutual undertakings hereinafter set forth, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the foregoing and as follows:

### **1. Subject Matter**

StormWind is currently offering online training to students via a web-based learning management system (the “Campus”).

### **2. Account**

By purchasing an account with StormWind, you gain access to the Campus and are subject to these Terms and Conditions. If at any time, the Student does not wish to accept or assent to be bound by the Terms and Condition, the Student may not use the Campus.

### **3. Modification of Terms**

StormWind reserves the right to modify these Terms at any time. Except as otherwise stated herein, any change to these Terms is effective immediately after StormWind gives notice to the Student. Notice can be given through e-mail, a posting on the Campus, updates on the StormWind website or any other means by which a Student may obtain notice. Any use of the Campus after changes have been made shall be deemed acceptance of those changed terms and/or conditions.

### **4. Limited License.**

StormWind hereby grants each student limited, non-exclusive, non-sublicensable and non-transferable access to the content and information available in the student StormWind Campus according to the provisions contained herein, and subject to the payment of the applicable contract fees and adherence to these Terms.

Each Multi-Student Account may only allow its employees and agents that have signed up to access the student Campus. If the Multi-Student Account terminates, the Multi-Student Account's employees and agents shall no longer have Access to the Campus. Each Multi-Student Account agrees that the Campus may not be Accessed by more than the authorized number of Students purchased by the Multi-Student Account. Each Student shall be authorized to Access the Campus from any Internet connection.

A Multi-Student Account owner (the "Purchaser") shall be designated to oversee and be responsible for management of the Student accounts.

#### **5. Access to the StormWind Student Campus; Modification of Content.**

StormWind strives to provide the Campus to its Students on a continuous basis. To that end, StormWind will take all commercially reasonable efforts to provide uninterrupted access to the Campus to its Students. However, from time to time, Students may be unable to access the Campus due to conditions beyond StormWind's control. Such conditions include, but are not limited to: force majeure, acts of God, power outages, and the acts of computer hackers and others acting outside the law. Also, from time to time, access may be unavailable due to software issues, server downtime, increased Internet traffic or downtime, programming errors, regular maintenance of the system, and other related reasons. In response to any unavailability of the Campus to its Students, StormWind will take all commercially reasonable steps to ensure access is restored within a reasonable period of time. The term "commercially reasonable," as used in these Terms, shall mean reasonable efforts taken in good faith without an unduly or burdensome use or expenditure of time, resources, personnel or money.

StormWind endeavors to provide the highest quality content to its Students. To that end, StormWind reserves the right, in its sole discretion, to change, modify, or discontinue any aspect or feature of the Campus in whole or in part, including, without limitation, the content, availability, access and/or the Terms of this Site. Such changes, modifications, additions or deletions will be effective immediately upon notice thereof, which notice may be made by posting such changes on the Campus.

Students are solely responsible for ensuring that they have sufficient and compatible hardware, software, telecommunications equipment and Internet service necessary for use of the Site.

## **6. Prohibited Conduct.**

Student expressly agrees to refrain from doing, either personally or through an agent, any of the following “Prohibited Conduct”:

- Knowingly transmit, install, upload or otherwise transfer any virus, advertisement, communication, or other item or process to the Campus that in any way affects the use, enjoyment or service of the Site, or adversely affects StormWind’s computers, servers or databases.
- Permit or provide others access to the Campus using Your Student login and password or otherwise, or the login and password of another authorized Student.
- Copy, modify, reverse engineer, disassemble, redistribute, republish, alter, create derivative works from, assign, license, transfer or adapt any of the software, content, information, text, graphics, source code or HTML code, or other content available on the Campus.
- Transfer the Campus content to another person; “frame,” “mirror,” “in-line link,” or employ similar navigational technology to the Campus content.
- Violate or attempt to violate StormWind’s security mechanisms, Access any data or server you are not authorized to access or otherwise breach the security of the Campus or corrupt the Campus in any way.
- Engage in any other conduct which violates the Copyright Act or other laws of the United States.
- Use any device (such as a “web crawler” or other automatic retrieval mechanism) or other means to harvest information about other Students, the Campus or StormWind.
- Use the Campus to violate a third party’s intellectual property, personality, publicity or confidentiality rights; upload, download, display, publish, perform, create derivative works from, transmit, or otherwise distribute information or content in violation of a third party’s intellectual property rights.
- Misrepresent Your identity or personal information when accessing the Campus.
- Post obscene, harassing, defamatory, filthy, violent, pornographic, abusive, threatening, objectionable or illegal material on the Campus or during a Live Class; post a communication that advocates or encourages criminal conduct or conduct that may give rise to civil liability.
- Provide access to an account or transfer account to another student when the paid Student has completed their courses or if the paid Student is no longer with the paying company/account. Transferring of accounts are prohibited.

## **7. LIMITED WARRANTIES.**

StormWind warrants that the software that allows Students to access the Campus, if operated as directed, will substantially achieve the functionality described on the Campus. STORMWIND PROVIDES NO WARRANTY THAT YOUR HARDWARE, SOFTWARE, TELECOMMUNICATIONS EQUIPMENT AND/OR INTERNET SERVICE IS COMPATIBLE OR SUFFICIENT TO ACCESS THE SITE. ALTHOUGH STORMWIND HAS ATTEMPTED TO PROVIDE ACCURATE INFORMATION ON THE CAMPUS, IT MAKES NO GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE RELIABILITY, ACCURACY, TIMELINESS OR COMPLETENESS OF THAT INFORMATION AND ASSUMES NO RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS THEREIN.

## **8. DISCLAIMERS AND LIMITATION OF LIABILITY.**

STUDENT ACCESSES THE CAMPUS AT HIS/HER/ITS OWN RISK. THE CAMPUS IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND (BEYOND THE WARRANTIES SET FORTH IN SECTION 10), EXPRESSED, IMPLIED OR STATUTORY, AND ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS ARE SPECIFICALLY DISCLAIMED. STORMWIND DOES NOT WARRANT ANY PARTICULAR RESULT FROM USE OF THE CAMPUS. STORMWIND DOES NOT WARRANT THAT THE INFORMATION ON THE SITE IS ACCURATE, COMPLETE OR COMPLIES WITH ANY PARTICULAR LAW OR REGULATION, OR THAT THE OPERATION OF AND YOUR ACCESS TO THE SITE WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE OR COMPLETELY SECURE. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (TORT, CONTRACT OR OTHERWISE) SHALL STORMWIND OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES, SHAREHOLDERS, DIRECTORS, OFFICERS, THIRD PARTY CONTENT PROVIDERS, SUCCESSORS OR ASSIGNS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOSS OF DATA, LOSS OF PRODUCTIVITY OR CONTRACT, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR

LOSSES. IN NO EVENT WILL WARRANTIES PROVIDED BY LAW, IF ANY, APPLY UNLESS THEY ARE REQUIRED TO APPLY BY STATUTE NOTWITHSTANDING THEIR EXCLUSION BY CONTRACT. THIS DISCLAIMER IS APPLICABLE TO ANY DAMAGE OR INJURY RESULTING FROM THE NEGLIGENCE OR AN OMISSION OF STORMWIND, COMPUTER VIRUS OR OTHER SIMILAR ITEM, TELECOMMUNICATIONS ERRORS, OR UNAUTHORIZED ACCESS TO OR USE OF STUDENT INFORMATION THROUGH THEFT OR ANY OTHER MEANS. STORMWIND IS NOT LIABLE FOR CRIMINAL, TORTIOUS, OR NEGLIGENT ACTIONS OR OMISSIONS OF THIRD PARTIES THAT AFFECT THIS SITE.

NO DEALER, AGENT, OR EMPLOYEE OF STORMWIND IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSION, OR ADDITIONS TO THESE LIMITED WARRANTIES OR DISCLAIMERS.

STORMWIND DISCLAIMS ALL WARRANTIES, AND SHALL HAVE NO LIABILITY FOR DAMAGES IN EXCESS OF THE AMOUNT STORMWIND RECEIVED FROM THE SUBSCRIBER, ARISING FROM OR RELATED TO ANY SUPPORT SERVICES FOR YOUR USE OF THE SITE. THE LAWS OF YOUR JURISDICTION MAY PROHIBIT OR MODIFY THE FOREGOING DISCLAIMERS AND LIMITATIONS ON DAMAGES, AND SUCH DISCLAIMERS OR LIMITATIONS ON DAMAGES MAY NOT APPLY TO YOU.

#### **9. Third Party Content; Hyperlinks.**

You acknowledge that StormWind does not pre-screen third party materials. StormWind is not the publisher or author of any information on the Campus that is provided by third party content providers, and StormWind is not liable for any claims related to such information. Content provided by third parties is for informational purposes only, and StormWind's use of the content constitutes neither an endorsement nor a recommendation by StormWind of the content. StormWind assumes no responsibility for third party products or services unless recommended by StormWind.

The StormWind Student Campus may contain links and references to other third party websites and materials. StormWind does not assume any responsibility for these websites or materials and provides these links or materials solely for the convenience of Students. StormWind does not endorse or otherwise recommend any of these third party websites, references, or the products, services, or information there

offered. StormWind may disable any hyperlink to the Campus.

STORMWIND MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, OF THE ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THE INFORMATION PROVIDED BY THIRD PARTIES. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY INFORMATION FOUND ON A LINK LOCATED ON THIS SITE THAT ALLOWS STUDENTS TO ACCESS INFORMATION FOUND ON ANOTHER SITE. ADDITIONALLY, STORMWIND DOES NOT WARRANT THE EXISTENCE OR FUNCTIONALITY OF ANY WEBSITE WHICH CAN BE ACCESSED THROUGH A LINK LOCATED ON THIS SITE.

#### **10. Copyrights, Trademarks and Other Proprietary Rights.**

StormWind or its third party content providers shall retain all worldwide rights in the intellectual property in and on the Campus, including, but not limited to, trademarks, service marks, trade dress, inventions, ideas, trade secrets, the source code, the HTML code, the "look and feel" of the Campus, its color combinations, layout, and all other graphical elements, and the copyrights in and to its original content. You should assume that everything You read or see on the Campus is copyrighted, trademarked, or otherwise protected and owned or licensed by StormWind. Except as expressly stated on the Campus or in these Terms, nothing that You read or see in the Campus may be copied, reproduced, modified, distributed, transmitted, republished, displayed or performed for commercial use without the prior written consent of StormWind, except as provided in these Terms.

If You submit any unsolicited intellectual property, idea, copyrightable material, invention, discovery, improvement, trade secret or know-how to StormWind, You may forfeit Your intellectual property rights contained in such communication or material.

#### **11. Indemnification.**

To the extent allowable by s. 768.28, Fla. Stat., student agrees to defend, indemnify and otherwise hold harmless StormWind and its officers, directors, agents, employees, shareholders, successors and assigns from and against any cause of action or claim, including court costs, expenses and attorney fees, related to or arising from Student's Prohibited Conduct or other improper or illegal use of the Campus, or breach of these Terms.

## **12. Security; Authorized Use.**

Students are prohibited from violating or attempting to violate the security of the Campus. StormWind has the right but not the obligation to investigate occurrences of possible violations and will cooperate with all applicable law enforcement authorities in prosecuting violators. StormWind may suspend your access, with notification to you, while it conducts an investigation. Students are required to enter a Student login and password to access the Campus.

You represent and warrant that You are the person on whose behalf You claim to accept these Terms, or, if You are entering into these Terms on behalf of a person or entity, You represent and warrant that You have the power and authority to enter into these Terms and bind the person or entity.

You may not use the account, Student login or password of someone else at any time. You agree to notify StormWind immediately of any unauthorized use or loss of Your account, Student login, password and/or credit card information. You also agree to notify StormWind immediately if You are aware of or suspect other unauthorized use of the Campus and/or the Campus content. StormWind will not be liable for any loss that You incur as a result of someone else using Your Student name and password with or without Your knowledge. You may be held liable for any losses incurred by StormWind, its affiliates, officers, directors, employees, consultants, agents or representatives due to someone else's use of Your account, Student login or password.

## **13. Termination of Agreement.**

StormWind may also terminate access to the Campus or cancel subscriptions to the Campus with written notice to You and after five (5) days notice to cure breach if it believes, in its sole judgment, that You have breached or may breach any term or condition of this Agreement, or engaged in conduct that StormWind deems inappropriate.

## **14. Privacy Policy.**

StormWind values Your trust. In order to honor that trust, all of StormWind's employees are required to adhere to ethical standards in gathering, using, and safeguarding any information You provide. For more information, please review [StormWind's Privacy Policy](#) the terms of which are incorporated into this Agreement as if set forth in full.

## **15. Miscellaneous.**

These Terms constitute the entire agreement between StormWind and Student regarding the subject

matter hereof. Any previous agreement, whether oral or written, between StormWind and Student dealing with the subject matter hereof is superseded. These Terms may only be modified or amended in writing. If any portion of these Terms is determined to be unenforceable for any reason, such portion will be deemed severed and the remaining terms and conditions shall continue in full force and effect. By Accessing the Campus, Student signs for and accepts this shortening of the statutes of limitations. StormWind makes no representation that the content of the Campus is appropriate or available for use in all locations. StormWind operates this Campus from the United States and makes no representation that the Site complies with any foreign or international laws. You may not assign Your rights or delegate Your duties under these Terms. The parties agree that no third party is an intended beneficiary of these Terms.

Approved by:

Tom Margie

VP, Sales

4/14/20





Epic Live Order Agreement

Prepared By

Name: Michelle Borowiak Email: michelle.borowiak@stormwindlive.com Phone: (480) 339-2664

Order Info

Order Number: 00056911 Order Date: 2020-04-17 Quote Exp. Date: 2020-04-17  
 Access Term: 24 Order Type: Renewal Access Date: 2020-04-17

Account Name: Florida Housing Finance Corp Contact Name: Hugh Brown  
 Phone: \_\_\_\_\_ Account ID: [REDACTED] Email: hugh.brown@floridahousing.org

Shipping Info

Shipping Name: Florida Housing Finance Corp Shipping Email: NSS@floridahousing.org  
 Shipping Address: 227 N. Bronough St., Suite 5000  
 City: Tallahassee State: FL Zip: 32301

Billing Info

Billing Name: Lily Shen Billing Email: Lily.Shen@floridahousing.org  
 Billing Address: 227 N Bronough Street, Suite 5000  
 City: Tallahassee State: FL Zip: 32301

Product	Product Code	Qty	Sales Price	Total Price
Ultimate Access	AAXMO	2.0	3990.0	7980.00

Notes and Special Instructions

For StormWind Use Only- Director approved package/price/terms- Ultimate Access/\$1990 per license/24 months through 4/17/2020. Renewal effective 6/1/2020 through 5/31/2022

Sub Total \$ 7980.00  
 Discount \$ 4000.00  
 Total \$ 3980.00



### Epic Live Order Agreement

Preferred payment option:

Purchase Order (Please email a copy to Preparer)

Purchase Order #: \_\_\_\_\_

Credit Card

CC#: \_\_\_\_\_ Exp: \_\_\_\_\_ CID: \_\_\_\_\_

Cardholder Name: IT Purchasing 2

Cardholder Address: 227 N. Bronough St., Suite 5000

City: Tallahassee State: FL Zip: 32301

Cisco Learning Credits

SO#: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Students Being Enrolled

Student 1 Name: Chris Wallace Phone: 850-488-4197  
Title: Infrastructure Manager Email: Chris.Wallace@floridahousing.org

Student 2 Name: Nick Morris Phone: 850-339-0186  
Title: Sr. Systems Engineer Email: Nick.Morris@floridahousing.org

Student 3 Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Title: \_\_\_\_\_ Email: \_\_\_\_\_

Student 4 Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Title: \_\_\_\_\_ Email: \_\_\_\_\_

Student 5 Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Title: \_\_\_\_\_ Email: \_\_\_\_\_

\* If more than 5 students please contact Customer Service for enrollment: (480) 800-0054 or [support@stormwind.com](mailto:support@stormwind.com).

StormWind, LLC  
Dept 3602 PO Box 123602  
Dallas, TX 75312-3602



### Epic Live Order Agreement

## Terms and Conditions

Agreement & Acceptance: The person signing this StormWind Epic Live Order Agreement on behalf of Customer hereby confirms that he/she has been duly authorized by Customer to execute it and legally commit Customer to the terms set forth herein. He/she also acknowledges having read and, on behalf of Customer, agreed to the terms and conditions set forth via the link below which governs this Order Agreement.

<http://www.stormwindstudios.com/privacy/>

<http://www.stormwindstudios.com/terms-conditions/>

Client Signature:

Date:

Title:

 4-17-20

Hugh R. Brown, General Counsel

StormWind Manager Signature:

Date:

 4/17/20

StormWind Finance Signature:

Date:

 4-17-20

Make all checks payable to StormWind LLC

Tax ID: 26-4656059 Phone: 480.889.9966

StormWind, LLC  
Dept 3602 PO Box 123602  
Dallas, TX 75312-3602