



Training Services Agreement

This Training Services Agreement ("Agreement") is a legal agreement between you and Edifecs, Inc. ("Edifecs") and states the terms and conditions that apply to all online purchases of training services provided by Edifecs. "You" and "your" as used in this Agreement shall mean you individually and the entity on whose behalf you are obtaining training services. CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE CLICKING ACCEPT. **BY CLICKING ACCEPT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT; IF YOU DO NOT AGREE TO THESE TERMS, CLICK THE DECLINE BUTTON.** We suggest you keep a copy of this Agreement for your records.

You hereby acknowledge and agree to the following:

- A. Training Services.** Upon your payment of the training fees and your acceptance of this Agreement, Edifecs shall register you for the training for which you have selected. All trainings will be conducted using Edifecs' online training environment on the date and at the time specified by Edifecs. You are prohibited from recording any Edifecs provided trainings and may not permit a third party to record any Edifecs provided trainings.
- B. Requirements.** You must obtain the prerequisite Edifecs software licenses covered in the training, must have a laptop that is capable of connecting to the internet, and such laptop must run Windows XP SP3 or Windows Vista or Windows 7, with Windows Remote Desktop Connection software and a current version of a web browser (Internet Explorer, Mozilla Firefox or Google Chrome) with support for the current version of the Java plug-in.

C. Edifecs Training Contact:

Name	Role	Email Address	Phone
Jim Maddock	Director, Edifecs University	jim.maddock@edifecs.com	(425) 435-2982

- D. Confidential Information.** You agree not to use or otherwise disclose to any third party, without Edifecs' prior written consent, any Confidential Information learned under this Agreement, including through the training sessions. In addition, you agree to take reasonable measures to protect the Confidential Information and to ensure that such Confidential Information is not disclosed, distributed, or used in violation of the provisions of this Agreement (which measures shall be no less than that which a reasonable person would take with respect to like confidential, proprietary, or trade secret information).
- E. Proprietary Rights.** Edifecs and its licensors and suppliers own and retain all right, title, and interest in and to the following (collectively, the "Edifecs Property"): (a) the Services, Documentation, and Work Product (b) all ideas, concepts, techniques, processes, know-how, modifications, enhancements, and derivative works that may be developed, conceived, or invented by Edifecs during its performance under this Agreement; and (c) all Intellectual Property Rights in and to the property described in clauses (a) and (b) above of this Section F. The Documentation is also protected under applicable copyright laws and Customer's right to use the Documentation is limited to the terms and conditions set forth in this Agreement. All rights not expressly granted in this Agreement are expressly reserved by Edifecs. Customer will not remove, obscure or alter any notice of copyright, patent, trade secret, trademark, or other Intellectual Property Right, or disclaimer in the Documentation.
- F. License of Deliverables.** In consideration for and upon payment of the fees set forth by Edifecs, and subject to the terms of this Agreement, Edifecs hereby grants to you a non-exclusive, fully-paid, non-transferrable, license to use and access the Deliverables solely for your internal business use. You are prohibited from sharing or disclosing with any third party (including any contractor or vendor) any Work Product resulting from the Services provided by Edifecs under this Agreement, any Deliverables, or any Services, except with Edifecs' express written consent. Except as provided in this Agreement, Edifecs is not providing or licensing to you any existing or future Edifecs software programs, products, services, work product, or deliverables. You are not granted any right to commercialize or otherwise sublicense,



transfer, assign, convey, or permit any third party to use or copy any Deliverables, Work Product, or Services, in whole or in part, or any improvements thereto.

G. No Hire. You shall not hire any employee or contractor of Edifecs working under this AGREEMENT for the combined period of the term of the Agreement plus twelve (12) months following expiration or termination of the Agreement. If you breach this No Hire clause, you will pay Edifecs a fee equal to twelve (12) months services at Edifecs' standard billing rate for the hired employee or contractor.

H. Governing Law; Venue. This Agreement and any disputes that may arise under, out of or in connection with this Agreement, shall be governed by and construed and enforced in accordance with the laws of the State of Washington, and shall be binding on the parties to this Agreement in the United States and worldwide. The parties consent and submit to the jurisdiction of and venue in the courts of King County, Washington. Each party waives all defenses of lack of personal jurisdiction and forum non conveniens. English is the governing language of this Agreement.

I. Indemnification. You will defend Edifecs against any claim or action brought by a third party against Edifecs arising from your violation of any such third party's privacy rights of the data you provide to Edifecs under this Agreement. You will pay those costs and damages finally awarded against Edifecs in any such claim or action (including reasonable attorneys' fees) that are specifically attributable to such claim or action, or those costs and damages agreed to in a monetary settlement of such claim or action. You shall have the right to settle those aspects of the claim or action dealing only with the payment of money, if it pays such amounts as part of the settlement or entry of judgment. Notwithstanding the preceding sentence, in connection with such defense or settlement, you may not enter into any agreement involving injunctive relief or imposition of any other obligation upon Edifecs without Edifecs' prior written consent.

J. Limitation of Liability

1. EXCEPT FOR LIABILITY ARISING UNDER SECTIONS E, F, G, OR J ABOVE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES (WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS). THIS EXCLUSION OF DAMAGES APPLIES EVEN IF THE DEFENDING PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND HOWEVER THE DAMAGES HAVE ARISEN (WHETHER OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT OR SERVICES; OR ANY CLAIM, CAUSE OF ACTION, BREACH OF CONTRACT OR EXPRESS OR IMPLIED WARRANTY UNDER THIS AGREEMENT OR ANY THEORY OF LAW SUCH AS MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT).
2. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EDIFECS' ENTIRE LIABILITY ARISING OUT OF THIS AGREEMENT WILL IN NO EVENT EXCEED THE FEES PAID BY YOU TO EDIFECS FOR THE TRAINING SERVICES, WHETHER OR NOT THE ACTION OR CLAIM IS BASED IN CONTRACT, MISREPRESENTATION, WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL THEORY.

K. Equitable Relief; Attorney's Fees. Each party agrees that any breach or threatened breach of the terms herein may cause the other party irreparable harm for which there is no adequate remedy at law. Consequently, either party may seek issuance, by a court of competent jurisdiction, an injunction, restraining order or other equitable relief in favor of itself, without the necessity of posting bond, restraining the other party from committing or continuing to commit any such violation. Any right to obtain an injunction, restraining order, or other equitable relief shall not be deemed a waiver of any right to assert any other remedy that may be available in law or in equity. If any proceeding is brought by either party to enforce or interpret any term or provision of this Agreement, the substantially prevailing



party in such proceeding shall be entitled to recover, in addition to all other relief arising out of this Agreement, such party's reasonable attorneys' and other experts' (including without limitation accountants) fees and expenses. Without prejudice to the generality of the foregoing, if you fail to pay any fees or expenses when due, then you shall in addition pay all of Edifecs' costs of collection, including without limitation reasonable attorneys' fees.

L. Definitions: For the purposes of this Agreement, the following capitalized words and phrases not otherwise defined in this Agreement, shall have the following meanings:

1. **"Confidential Information"** means any information or materials, including but not limited to, technical data, know-how, business plans, financial projections, agreements with third parties, patents, patent applications, trade secrets, research, product plans, products, services, suppliers, customers, prices and costs, markets, software, developments, implementation plans, inventions, processes, technology, designs, drawings, engineering, hardware configuration, marketing, licenses, budgets and/or finances, that is provided by Edifecs to you, or that is otherwise learned by you about Edifecs through the performance of this Agreement and that has been identified as being proprietary and/or confidential or that by the nature of the information or the circumstances surrounding the disclosure or receipt reasonably ought to be treated as Confidential Information.
2. **"Deliverables"** means all deliverables provided to you by Edifecs as part of "Services" (defined below).
3. **"Documentation"** means all documentation Edifecs has delivered to you, whether in written or in electronic form during the Services and under this Agreement.
4. **"Intellectual Property Rights"** means all worldwide trade secrets, patents and patent applications, trademarks (registered or unregistered, including any goodwill acquired in such trademarks), service marks, trade names, copyrights, moral rights, database rights, design rights, rights in know-how, rights in confidential information, rights in inventions (patentable or not) and all other intellectual property and proprietary rights (registered or unregistered, and any application or rights to enforce the foregoing), and all other similar rights as they may exist anywhere in the world.
5. **"Services"** means the training services pertaining provided to you by Edifecs under this Agreement.
6. **"Work Product"** means: (a) any Deliverables and any expression or result of the Services; and (b) the work, findings, analyses, materials, inventions, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, tools, applications, interfaces, enhancements, improvements, modifications, works, software, technical information, and other technology developed or created by Edifecs in the course of performing the Services.