



Training Class Agreement

In this Training Agreement (“Agreement”), dated _____, 200__ (“Effective Date”), CSS Informatics, Inc. with an office at 84 Sherman Street, Cambridge, MA, 02140 (“CSSI”) and the Client identified below (“the Client”) agree as follows:

Client Information

Student Name	Phone
Company	E-mail
Title	Fax
Address	
City, State, Zip	

Scope of Services

Client wishes to enter into agreement with CSSI for receipt of Software or Technical Training classes (“Class”). The Terms and Conditions of this Agreement are highlighted below. Changes or additions by Client to the Terms and Conditions of this Agreement shall not be binding on CSSI unless accepted in writing by CSSI. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Client may use in connection with this Agreement will have any effect on the rights, duties or obligations of CSSI, or otherwise modify, this Agreement, regardless of any failure of CSSI to object to such terms, provisions or conditions.

Final Deliverable

CSSI will provide a Class on the dates agreed below. The Class shall consist of:

- Present a Class for technical topics or software use, and
- Provide training material applicable to such Class (collectively “Training Materials”)

Compensation

Client agrees to pay the total Class fee upon signing of this Agreement.

Class Information

Course Title	Start Date	End Date	Fee
Total Fee Due Upon Execution			

Payment Information

- American Express Visa MasterCard (no other credit cards accepted)
- Check Purchase Order

Name on Card	
Card Number (write very clearly)	Expiration Date
Signature	
Billing Address	

Cancellation by Client

Class fees are refundable up to thirty (30) days prior to the scheduled Class start date. Client may send a replacement to a Class on the same date upon execution of a new Agreement.

CSSI reserves the right to cancel any Class any time prior to the scheduled Class start date. If CSSI cancels or postpones a Class for any reason, Client will receive full refund of fees for the cancelled Class.

Ownership

The Training Materials provided in the Class are provided to Client under a non-exclusive license. An express condition of this license is that CSSI shall at all times retain ownership of the Training Material, and the original distribution media, including all modifications, enhancements or improvements thereto, whether made by CSSI or another. Client shall not have the right to modify or duplicate the Training Material. Client agrees not to modify or suppress any copyright notices or other proprietary rights notices on the Training Material, except as may be agreed upon by the parties. Client shall not sell such Training Material or use the Training Material for performing training classes.

Confidential Information

Client agrees that all information and Training Material which are supplied to Client by CSSI are of a confidential nature, whether or not explicitly so designated (unless such information is already part of the public domain or becomes a part thereof through no fault of CSSI) and shall be retained in strict confidence by Client.

Indemnification

Client shall indemnify CSSI , its directors, officers and employees, for any and all damages, costs, expenses and other liabilities, including reasonable attorney’s fees and court costs, incurred in connection with any claim, action or proceeding arising from the negligence or intentional misconduct of Client or the breach by Client of any of its obligations under this Agreement.

This Agreement may be signed in two counterparts, each of which is to be considered an original and taken together as one and the same document. This Agreement may also be signed via facsimile, and signatures obtained in this manner shall be considered original.

Client

Authorized
Signature: _____

Name: _____

Title: _____

Date: _____

CSS Informatics, Inc.

Authorized
Signature: _____

Name: _____

Title: _____

Date: _____

Return signed Agreement to :

Pennie Weinberg, Business Manager, CSS Informatics, 84 Sherman Street, Cambridge, MA 02140
 Tel : 617-499-2337 Fax : 919-379-3200
 Email pennie.weinberg@belmont.ppd.com