



NCORE DESIGN TRAINING TERMS AND CONDITIONS

These Terms and Conditions for nCore Training (these “Terms and Conditions”) are a legal agreement between nCore Design Corporation and its Subsidiaries (collectively, “nCore”) and you (either an individual or an entity) (“You” or “Client”). For the purpose of this Agreement, a Subsidiary shall be defined as any entity in which nCore Design Corporation owns a majority of the voting shares directly or indirectly. Read the following terms and conditions carefully before signing up for nCore Training (defined below). They define your rights and obligations with respect to the nCore Training. If you do not agree to these Terms and Condition, do not continue with this registration process. COMPLETING THE REGISTRATION PROCESS AND PARTICIPATING IN NCORE TRAINING INDICATES YOUR AGREEMENT WITH AND ACCEPTANCE OF THE FOLLOWING TERMS AND CONDITIONS. AN INDIVIDUAL WHO DOES NOT HAVE AUTHORITY TO BIND THE ENTITY REGISTERING FOR NCORE TRAINING SHOULD NOT COMPLETE THE REGISTRATION WITHOUT OBTAINING APPROVAL OF THESE TERMS AND CONDITIONS FROM A PERSON HAVING SUCH AUTHORITY.

AVAILABILITY/ELIGIBILITY

Certain training courses or sessions offered or sponsored by nCore may not be available to certain individuals or entities. nCore Training may not be available, at nCore’s sole and absolute discretion, to registrants who have not paid course fees prior to start of the nCore Training program. Before signing up for specific nCore Training, it is your responsibility to verify that you are eligible to attend that specific nCore Training. nCore does not offer training to any entity that falls within the scope of EXPORT CONTROL REGULATIONS section below.

Course Description:

The nCore Software training course(s) to be conducted, the location, the dates during which the course(s) is to be conducted, the number of participants, and the prices to be paid to nCore are as set forth at nCore's training Web site (<http://www.ncoredesign.com/training/>). Client Site pricing and schedule information are available on request. All courses shall be conducted in substantial conformity with course descriptions outlined on the nCore training Web (<http://www.ncoredesign.com/training/>). nCore reserves the right to modify course content when necessary due to software technical capabilities or limitations.

nCore's Responsibilities:

nCore shall provide an instructor qualified to conduct the course(s) as well as all necessary training materials sufficient for the number of registered participants.

Client Site classes are confirmed by nCore upon receipt of payment/order information.

Client's Responsibilities:

Client must ensure that nCore copyrights are observed and that neither Client nor any third party copies or distributes any training materials provided for training purposes.

Client is not authorized to resell nCore training seats, unless explicitly authorized by nCore in writing.

Client is responsible for confirming that all registered students meet the applicable minimum prerequisites for the applicable class set forth on nCore's training Web site.

Client shall submit to the nCore a list of student names at least three (3) business days before the class start date for export license compliancy check purposes unless otherwise waived by nCore.

Travel is Client's responsibility. nCore assumes no responsibility for nonrefundable travel arrangement losses resulting from denial of a student's participation due to U.S. government export licensing requirements, course scheduling changes, or cancellations. Even though nCore strives to confirm all classes, class cancellations are sometimes unavoidable.

Client must notify the nCore of any cancellation, rescheduling, or student substitution requirements and receive confirmation of change(s) prior to the class start date.

UNIQUE CLIENT SITE TERMS

Client's Responsibilities:

Where courses are to be conducted at Client's facilities, Client shall provide physical training facilities that meet the following minimum requirements or modifications as mutually agreed to by both parties:

Client shall, where possible, provide a one (1)-room facility, sufficient for a training course for up to twelve (12) persons (or such other number as may be agreed to by nCore). The facility shall have appropriate climate control and lighting as well as sufficient power and number of outlets to accommodate the required number of computers and other equipment to be used.

Where nCore equipment is used for a scheduled class:

- Client shall be responsible for any and all loss, damage, or theft to the equipment while in Client's possession. Client should immediately report any damage or missing items, upon receipt, to the Training Coordinator.
- Client shall keep the equipment in a secure, locked area between class sessions.
- Client shall sign release form at completion of course that outlines status of the equipment and makes the equipment available for freight pickup immediately on conclusion of the nCore course(s).
- Client shall ensure no one except registered students use nCore equipment.
- Client warrants that it shall maintain sufficient insurance coverage to enable it to meet its obligations created by this agreement and by law.

Where nCore equipment is not used for a scheduled class:

- Client shall supply all computer hardware for the training course(s). Computers must be platforms fully supported by nCore. All computer hardware shall be configured with an appropriate release of an operating system to run the current release version of the nCore required Software.
- There shall be a minimum of one (1) computer and color monitor for every student conforming to the minimum specification necessary to conduct the class.
- nCore will not be liable for any damage or loss to Client computer hardware or software where nCore has provided telephone, online or email support to Client for its computer hardware configuration for the scheduled class.
- Client shall provide other peripheral devices as required by the training course being conducted, and they should be fully supported by Client.

- Client shall be responsible for providing one (1) high-resolution PC projector and screen as well as one (1) large writing board. Where Client cannot make a PC projector available, it must contact the nCore no fewer than ten (10) business days prior to start date.
- Client shall limit the number of course participants to twelve (12) students per course. Additional students, up to a maximum of fifteen (15), may be added to some classes for an additional fee at nCore's discretion unless prior arrangements are made.
- Client shall complete and submit an nCore Client Site Training Request Form, as provided by the nCore, no less than four (4) weeks prior to the start of any course. Final schedule is subject to mutual agreement. Thereafter, Client shall issue payment (see PAYMENT below) no less than fifteen (15) days prior to the start of the course unless prior arrangements are made.

NO GUARANTEE OF RESULTS

nCore does not guarantee that attendees of nCore Training will achieve any specific level of knowledge or understanding of the subject matter of the nCore Training. Actual results will vary by attendee.

SOFTWARE LICENSES

The terms of the nCore license agreement shall be applicable to all Client course participants and for all Software and Documentation licensed for use in any training course to be conducted. For Client Site training, temporary Software licenses may be issued by nCore or nCore partners where there is an insufficient number of Software licenses available at the training facility. Client shall uninstall the temporary Software licenses at the conclusion of the training course.

EXPORT CONTROL REGULATIONS

nCore's technology may be subject to U.S. export control laws and regulations—if applicable, nCore's Software, Data, Documentation, training materials, and any underlying information or technology may not be exported, re-exported, or provided in whole or in part to (i) any country to which the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Table of Denial Orders; or (iv) any person or entity where such export, reexport, or provision violates any U.S. export control law or regulation.

CHANGES/CANCELLATION/RESCHEDULING POLICY

Client may cancel or reschedule student attendance in an nCore sponsored class or a Client Site class up to ten (10) working days before the scheduled class start date. In such event, Client will be responsible for any travel and shipping expenses incurred by nCore and a **25% cancellation fee**. Where Client does not notify nCore at least ten (10) days prior or it is less than ten (10) days prior to the scheduled training date for a student or Client Site class, Client will be liable for the **full payment** of the student enrollment or the entire Client Site training class.

In the event that nCore is unable to conduct the training on the scheduled date, Client will be notified at least ten (10) business days before the scheduled date. nCore will either reschedule the training or cancel the order without nCore incurring any liability.

Class participants may transfer to another class up to two (2) times at no additional charge. Subsequent transfers will be assessed an additional nonrefundable transfer fee. Student substitutions, when a student's place in class is filled by another person from the same organization, is allowed provided that nCore is notified three (3) business days in advance of class start date.

PAYMENT

Government Organizations and Fortune 100 companies within the United States:

- Government Organizations and Fortune 100 companies with verified credit may arrange classes with a valid purchase order fifteen (15) days prior to the class start date.

All other clients within the United States:

- A 50% deposit is due fifteen (15) days prior to the class start date for onsite classes unless prior arrangements are made.
- Where a class requires nCore to provide equipment, additional services or custom classes, payment must be made in full at least fifteen (15) days prior to the class start date.
- nCore will invoice client at the completion of the class for any balance due including travel expenses at cost.
- Client shall pay said invoice within fifteen (15) days of receipt thereof unless prior arrangements are made
- nCore only accepts US domestic wires or EFT payments. nCore accept checks with specific prior arrangements.

Clients outside the United States:

- Credit cards are accepted when training is ordered online.
- Only wire transfers are accepted - payable to nCore's bank in U.S. dollars

SALE AND TRANSFER PROHIBITED

nCore Training cannot be sold, transferred or assigned to another individual or entity without prior written approval of nCore, nor can it be returned to or exchanged for or toward the purchase of another nCore product or nCore Training, for credit, or for a full or partial refund of the retail value nCore Training without the written approval of nCore and unless requested in advance of the scheduled date of the nCore Training.

LIMITATION OF LIABILITY

Those who sign up for or attend nCore Training agree that (1) any and all disputes, claims, and causes of action arising out of or in connection with nCore Training shall be resolved individually without resort to any form of class action, and each entrant waives his or her right to a jury trial for such disputes, claims, and causes of action; (2) any claims, judgments and/or awards shall be limited to actual out-of-pocket costs incurred in signing up for nCore Training but in no event costs associated with attending the nCore Training and also in no event attorneys' fees; and (3) under no circumstances will anyone who signs up for or attends nCore Training be permitted to obtain any award for, and all those who sign up for or attend nCore Training hereby waive any and all rights to claim, punitive, indirect, special, incidental or consequential damages as well as any and all rights to have damages multiplied or otherwise increased and waive all rights to claim any other damages, other than damages for tuition for the nCore Training.

CONSTRUCTION

All issues and questions concerning the construction, validity, interpretation and enforceability of these terms and conditions or the rights and obligations of nCore or any one who signs up for or attends nCore Training, shall be governed by, and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than Delaware. The invalidity or unenforceability of any provision of these terms and conditions shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these terms and conditions shall be construed as if the invalid or unenforceable provision was not contained therein.

GENERAL RELEASE

nCore and its affiliated companies or personnel shall not be liable for any punitive, indirect, incidental, special or consequential damages related to nCore Training. Those who sign up for or attend nCore Training release nCore and its affiliated companies, directors, officers, employees, representatives, partners and agents from any liability whatsoever for any claims, costs, injuries, losses or damages of any kind arising out of or in connection with nCore Training (including, without limitation, claims, costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light).

MISCELLANEOUS

All applicable federal, state and local laws apply. nCore shall be entitled to interpret these terms and conditions as needed and desired, and all of its decisions relating thereto are final.