

VectorAcademy

Working Knowledge

Training Class Terms and Conditions

1 Scope

- 1.1 These Training Class Terms and Conditions ("Terms") set forth the basis upon which Vector CANtech, Inc. ("Vector") will provide a training class ("Training Class"), using Vector course material ("Course Material"), at specified locations and times for a customer ("Customer") and Customer's designated attendee ("Attendee").
- 1.2 Generally, Training Classes start at 9:00 AM and run to 5:00 PM (unless otherwise noted). For more information, including registration details, Training Class descriptions, or for customer-site training opportunities, please visit <http://www.vector-cantech.com/training> or call us at (248) 449-9290.
- 1.3 Vector's training center is located at our office: 39500 Orchard Hill Place - Suite 550, Novi, Michigan 48375. For a map, please visit <http://www.vector-cantech.com/company/directions.html>.

2 Enrollment/Fees

- 2.1 Registrations for Training Classes are accepted on a **first-made, first-confirmed basis**. You are registered for a Training Class only upon the receipt of a confirmation E-mail from Vector. It is the Customer's responsibility to ensure receipt of such registration or re-registration E-mail before attending a Training Class. We encourage early registration to ensure availability. Please refer to www.vector-cantech.com for Training Class availability and registration.
- 2.2 Customer agrees to pay for Training Classes according to Vector's published prices current as of the date of Vector's acceptance of the Training Class request, unless otherwise agreed.
- 2.3 Fees for the Training Classes include participation in Training Class, the Course Material, and refreshments. Upon Customer's request, we will be happy to provide referrals for local hotel accommodation.
- 2.4 To guarantee a reservation in a Training Class a valid Purchase Order (a purchase requisition is not a valid purchase order), Master Card, VISA or American Express credit card is required at the time of registration. The fee for the Training Class will be billed on the day the class begins.
- 2.5 Attendees who reschedule a Training Class for any reason are re-registered for a class only upon receipt of a new registration confirmation E-mail from Vector.

3 Customer On-Site Training Classes

- 3.1 In order to dedicate the necessary resources and obtain necessary travel reservations for On-Site Training Classes, a Customer purchase order (a purchase requisition is not a valid purchase order) must be received by Vector 30 days prior to the Training Class date.
- 3.2 The Customer will provide an adequate facility to hold the Training Class, including a laptop compatible projector. Vector will provide the necessary training materials to conduct the Training Class including up to 12 laptop computers.
- 3.3 Customer may cancel or reschedule the Customer On-Site Training Class up to 30 days before the Training Class at no charge. Otherwise cancellation or rescheduling Training Class will be subject to any cancellation fees and/or other expenses incurred by Vector.

4 Cancellation

- 4.1 Customer may reschedule or cancel a registration within 14 days before the Training Class at no charge. Cancellation within 7 days of the scheduled Training Class, the Customer is not entitled to any refund; however, the customer may elect to send a substitute Attendee to fill that registration. Vector reserves the right to reschedule the Attendee for another Training Class. Refer to 3.3 for cancellation of Customer On-Site Training Classes.

4.2 Vector reserves the right to bill registered Attendees and Customers who cancel with less than one week notice, or who fail to attend the class even though registered, for the full cost of the Training Class.

4.3 Vector reserves the right to amend or cancel the date, time and location of a Training Class at any time, and for any reason, including but not limited to, when the Training Class does not meet the minimum enrollment level, or replacement of personnel who may be scheduled to deliver the Training Class. In the event a Training Class is cancelled, the Customer is entitled to a full refund.

5 Intellectual/Proprietary Rights

5.1 Ownership of all copyright and other intellectual property rights in the Course Material, including any documentation, data, technical information and know-how provided to Customer and/or Attendee by Vector, or if applicable, any guest presenters or subcontractors, as part of the Training Class remains vested in Vector. All such information shall be held in confidence and may not be disclosed or copied to third parties, without the express written permission of Vector. Upon payment of all balances due, Vector grants Customer a non-exclusive, non-transferable license to use internally a single copy of the Course Material for the sole benefit of each Attendee.

6 Vector's Liability

6.1 Vector shall not be liable for any indirect, special or consequential damages which may arise from its performance under these Terms. Vector is not responsible for any Attendee expenses at any time, including travel or accommodation expenses or expenses relating to cancelled Training Classes.

6.2 Training Classes are provided "as-is," without a guarantee or warranty of any kind, either expressed or implied, statutory or otherwise especially as to quality, reliability, timeliness, usefulness, sufficiency and accuracy. Vector is not responsible for the performance of any Attendee after attending a class.

6.3 The Customer and Attendee shall be solely responsible for Attendee's expenses incurred to attend a Training Class, including but not limited to, travel and accommodation expenses.

7 Miscellaneous

7.1 Vector reserves the right to refuse, limit or cancel any training if a Customer or Attendee, in the opinion of Vector, has displayed unreasonable behavior or is deemed to be violent, abusive or disruptive. In such cases, no refund or cancellation fee will be paid.

7.2 All requests for Training Classes by Customer shall be governed by these Terms, and any terms set forth in Customer's ordering document, in addition to or inconsistent with these Terms, shall be of no force or effect. These Terms supersede all prior statements, representations, discussions, negotiations and agreements by the parties, both oral and written. All requests for registration are subject to Vector's acceptance.

7.3 The laws of the State of Michigan shall govern these Terms. If a provision of these Terms should be held unenforceable or invalid for any reason, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions. No modification of these Terms shall be binding unless it is in writing and signed by an authorized representative of each party. No assignment is permitted by Customer under these Terms and any attempt to assign shall be null and void.