

# Pageflex Training Registration Agreement

Pageflex is committed to making your training experience pleasant and rewarding. In order to provide you with the best service please read and verify the following information. Contact our Training team at 617.520.8600 or training@pageflex.com if you have any questions. A registration form must be completed for EACH attendee. Class enrollment is not processed until the Training Agreement has been authorized and returned to Pageflex. Please note that the registration process is not considered complete until you have received a confirmation email from Pageflex.

## Attendee Information

Class Name:
Date of Training:
Location:
Company Name:
Student Name:
Student Phone:
Student Email:

## Billing Information

Company Name:	
Contact:	
Address 1:	
Address 2:	
City:	
State & Postal Zip Code:	
Method of Payment:	Class Price:

Use the space below to describe your technical background and role in the development process.

**Check ALL that apply:**

- Template Designer
- Web Development
- IT
- Project Management
- Database Development

**Platform Background:**

MAC  PC

**I have experience in:**

- HTML
- XML
- C#
- VBScript or Jscript

## Should you need to cancel or reschedule your training:

Cancellation Agreement for Private Classes

Pageflex requires notification for Onsite training and Dedicated classroom training fourteen (14) or more business days in advance of your scheduled class date. This will secure transfer or refund of your investment. If notification is received in less than fourteen (14) business days, but more than ten (10) business days, a cancellation or rescheduling fee of 50% of the original investment will be assessed. Full payment will be required if a cancellation or schedule change is requested within ten (10) business days or less of the class date. No refund will be provided without meeting these requirements.

Cancellation Agreement for Open Enrollment

Pageflex requires notification for Applications / Technical training, ten (10) or more business days in advance of your scheduled class date. This will secure transfer or refund of your investment. If notification is received in less than ten (10) business days, but more than five (5) business days, a cancellation or rescheduling fee of 50% of the original investment will be assessed. Full payment will be required if a cancellation or schedule change is requested within five (5) business days or less of the class date. No refund will be provided without meeting these requirements.

**Please fax this document, along with payment information, to +1-617-249-0107.**

I have read and understand Pageflex Training agreement. I agree to make payment in full for aforementioned services upon receipt of the invoice from Pageflex. The person executing this contract expressly represents that he or she is over twenty-one (21) years of age. Where the Company is a corporation, an unincorporated association, partnership or other legal entity, this contract shall be binding upon such legal entity. The person executing this contract expressly represents that he or she is authorized to execute said contract on behalf of said organization.

Signature

Print Name

Date

This Agreement is made as of the \_\_\_\_ day of \_\_\_\_\_ 2017 (the “Effective Date”) by and between \_\_\_\_\_, having its main office at \_\_\_\_\_

(Tel: \_\_\_\_\_; Fax: \_\_\_\_\_) (Contact: \_\_\_\_\_) (“Company”) and **Pageflex, Inc. and its wholly-owned subsidiary EarthIntegrate, Inc.**, having their main office at 200 Nickerson Road, Suite 150, Marlborough, Massachusetts 01752 (Tel: (617) 520-8400; Fax: (617) 520-8505) (together “Pageflex”). Pageflex and Company agree as follows:

**1. Definition.** For the purposes of this Agreement, “Confidential Information” shall mean certain confidential information or materials relating to the proprietary technical, financial, customer or business affairs of the party disclosing Confidential Information (the “Disclosing Party”) to the party receiving Confidential Information (the “Receiving Party”) pursuant to the terms of this Agreement. Such Confidential Information shall be designated as “Confidential” in writing and may include copies made thereof as authorized by this Agreement. Confidential Information shall not include any information that:

- (a) is known to the Receiving Party on the date hereof from a source other than the Disclosing Party;
- (b) hereafter becomes known to the Receiving Party independently of Disclosing Party, except from a source having an obligation of non-disclosure to Disclosing Party;
- (c) becomes otherwise known publicly through use or publication, or otherwise ceases to be secret or confidential through no act or omission of the Receiving Party;
- (d) is developed or discovered independently by a third party, without access to the Confidential Information; or
- (e) is required to be disclosed, by statute or regulation, provided that the Receiving Party gives the Disclosing Party prompt prior notice, and limits the disclosure to only that Confidential Information that is clearly so required.

**2. Purpose.** The parties will use the Confidential Information to review ways in which they can work together to their mutual advantage.

**3. Non-Disclosure.** In consideration for each party's allowing access to the Confidential Information by the other, each party hereby agrees to:

- (a) keep secret and hold in confidence any Confidential Information obtained from the other;
- (b) not, without the written consent of the other party, use the other party's Confidential Information for any purpose other than evaluation, or such other purpose as may be agreed upon in writing;

(c) not disclose the other party's Confidential Information to any person or persons other than to Receiving Party's employees or to individuals on the Receiving Party's premises who are acting under its direction and control and who are under a written obligation to protect Receiving Party's own Confidential Information, and then only insofar as such disclosure is required for the purpose of this Agreement and only to persons who have been advised of this Agreement and Receiving Party's obligations under it;

(d) not make any record or copy of any drawing, description, specification, or other document or other disclosure or embodiment of the other party's Confidential Information without the prior written consent of the other party;

(e) return all materials furnished to Receiving Party by Disclosing Party when requested to do so by Disclosing Party;

(f) not remove or export any of the other party's Confidential Information from the country of the Receiving Party; and

(g) not copy, reverse engineer, reverse compile, or attempt to derive the composition of, or information underlying, the other party's Confidential Information.

**4. Termination; Return of Confidential Information.** This Agreement shall continue in force for **five (5) years** or until terminated by mutual agreement. Upon termination, each party will, at its own expense, return to the other their Confidential Information and all copies thereof within thirty (30) days after the date of such termination, or such earlier date if Disclosing Party requests so in writing. The confidentiality obligation imposed by this Agreement shall survive such termination.

**5. Rights in Confidential Information.** Except as specifically provided herein, this Agreement does not confer to either party any right, title or interest in the Confidential Information of the other party.

**6. Injunctive Relief.** Because of the unique nature of the Confidential Information, each party understands and agrees that the other will suffer irreparable harm in the event that the Receiving Party fails to comply with any of the terms of this Agreement, and that monetary damages may be inadequate to compensate the Disclosing Party for such breach. Accordingly, each party agrees that the other will be entitled to injunctive

relief to enforce the terms of this Agreement in addition to any other remedies available to it at law or in equity.

**7. General.** This Agreement, its validity, construction and effect, will be governed by the laws of the Commonwealth of Massachusetts. This Agreement supersedes any and all prior understandings and agreements between the parties with respect to the subject matter. This Agreement can only be

modified by a written amendment signed by authorized representatives of each of the parties. Waiver of any breach of this Agreement shall not constitute a waiver of any subsequent breach nor shall it waive the underlying obligation. Should litigation arise concerning this Agreement, the prevailing party shall be entitled to reimbursement of its attorneys' fees and court costs, in addition to any other relief that may be awarded.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

**Company Name: Pageflex, Inc.**

**Company Name:**

By:

By:

Print Name: James Dore

Print Name:

Title: EVP and Chief Financial Officer

Title:

Date:

Date: