



Famic Technologies Inc.
 9999, Cavendish Blvd., suite 350
 Saint-Laurent (Quebec) H4M 2X5 Canada
 Tel.: (514) 748-8050
 Fax: (514) 748-8521

AUTOMATION STUDIO™

Training Registration Form

Please, fill out this form and fax it back at +1-514-748-8521

The payment is to be sent with the Registration Form. Delaying payment may lead to your registration cancellation.

Training Location

Training focus: _____

Cost per participant: _____

Start date: _____ End date: _____

Language: _____

Company Information

Company: _____

Address: _____

City: _____ Province: _____

Postal code: _____ Country: _____

Phone: _____ Fax: _____

Web Site: _____

Participant(s)

	Name	Title	E-mail
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

- Payment Sent Payment Proof
- Please, send me (us) the directions to the training location
- Please, send me (us) information about accommodations in the vicinity

Name: _____ Signature: _____ Date: _____

Note: By signing this Form, I agree to attend the training on Automation Studio™ organized by Famic Technologies Inc. on the above specified dates and location. I confirm on behalf of my Company that I have read and understood the conditions explained in the Training Agreement. I also understand that I have to supply my own portable computer for the training.

TRAINING AGREEMENT

Famic Technologies Inc.

**A Corporation duly constituted under the laws of Canada,
and having its head office and principal place of business at
9999 Cavendish, Suite 350, Saint-Laurent (Quebec) H4M 2X5, Canada
Tel.: +1 (514) 748-8050, Fax: +1 (514) 748-8521**

AGREEMENT No 0906200601-R01

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1 Definitions

In this Agreement, the following expressions shall have the following meanings:

Agreement	Means the present Agreement.
Custom made course	Means a training course, which outline is elaborated by Famic and taking into consideration the needs of a specific Automation Studio™ user or group of users.
Famic	Means Famic Technologies Inc.
Foreign Participant	Means a non Canadian resident or national who attends a training at Famic's offices in Montreal.
Instructor	Means a person designated by Famic to provide training.
Online training	Means the training provided by an Instructor on the Internet. Thus, the training is broadcasted via a Web site to which participants connect in order to visualize the contents and to interact with the Instructor.
Participant	Means either, the individual or the company receiving the training.
Parties	Means both Famic and the Participant.
Party	Means either Famic or the Participant.
Regular course	Means a training course, which outline is designed and offered by Famic to the entire Automation Studio™ users community.
Software	Means Automation Studio™.
Training	Means the training services provided by an Instructor within the scope of a Regular or a Custom made course. The Training could be provided Online (Online training) or in a classroom.

2 Famic Technologies Inc.

Famic develops and commercializes (markets) Automation Studio™, a software intended for the design and simulation of automation technologies. Famic also offers Consulting services in software development and industrial automation.

Famic offers, among others, the following professional services related to Automation Studio™:

- Training services;
- Automation Studio™ customization in order to suit users specific needs or its integration into their workflows and environments;
- Design and functional simulation of schematics (diagrams);
- Consulting services as well as application development services based upon the Automation Studio™ Live platform.

This Agreement defines the conditions under which Famic provides its training services offer relating to Automation Studio™.

For more information about Famic's products and services, please consult the following web sites: www.automationstudio.com and www.famictech.com.



3 Agreement Duration

This Agreement covers the period during which Training is provided. It automatically ends when the aforementioned services are over or when the training is cancelled by Famic.

4 Available Courses

Famic offers Regular courses on various topics and technologies integrated in Automation Studio™. All the information about these courses, such as duration, outlines, schedules, training fees, etc., are available at www.automationstudio.com.

Famic offers also Custom made courses, either in its offices or at customers' premises. In this case, the courses' outlines are adapted to customers' specific needs regarding the content, the format as well as training duration. The costs incurred are calculated accordingly.

Participants may choose online training. In this case, the instructor broadcasts the training content according to a predefined schedule, communicated to Participants beforehand. Participants connect to the designated Web site in order to visualize the contents and to interact with the Instructor. The voice communication is secured by phone or internet. One or more Participants could follow the training simultaneously.

5 Registration

Participant registers to training by filling out the Registration Form shown in Schedule A and by sending it to Famic either by fax or by e-mail. Upon receipt of the Registration Form, Famic confirms the registration by e-mail, by fax or by phone.

Participant must pay the Training fees in full at least fifteen (15) working days before the training start. Delaying payment may lead to a delay in the training schedule or even its cancellation. The costs include the logistic elements agreed upon with Famic (see Section 8).

Payments could be settled either by bank transfer or by credit card, Visa or MasterCard. Applicable Provincial (PST) and Federal taxes (GST) are extra (see Section 12).

Famic reserves the right to modify the training schedule or to simply cancel the training.

6 Special Rates

Famic reserves the right to offer special rates to certain clients, according to several criteria, in particular: number of Participants in a given training; privileged relationship with a customer (distributor, school, non-profit organization, etc.); number of licenses purchased by the customer, etc.

7 Training Location

The training may take place at Famic offices, at the clients' premises or at another designed site. In the two latter cases, Instructor's travelling and accommodation fees are applicable. For more information, please contact a Technical Representative at Famic.

8 Logistics

Famic is generally responsible for the logistics, including training facility, Instructor's equipment, presentation equipment, meals, breaks as well as technical service. Participants are requested to bring their own laptops. When the training takes place at Famic offices, Famic may supply few computers.



Famic Technologies Inc.

When the training takes place at Clients' premises and unless otherwise agreed with Famic, Clients are then responsible for the training logistics.

In any case, Famic supplies each Participant with handouts and other support material as well as an Automation Studio™ license including a hardware protection key for the duration of the training. Each participant is responsible for the abovementioned license and must return it to the Instructor at the end of each training day. Should the protection key get lost, the Participant agrees to reimburse to Famic the Automation Studio license price, according to the applicable price list including the applicable discounts he is entitled to if any.

9 Quality of Services

Famic shall:

- Assign qualified instructors to provide the training
- Provide high quality training
- Provide the training in an environment suitable for the learning process.

At the end of the training course and conformingly with its Quality System, Famic handles to each Participant a Training evaluation form to be filled out evaluating the quality of the services received. Comments and observations on the Training Evaluation Forms are analyzed by Famic's Quality Director for continuous quality improvement and in order to ensure Participant's satisfaction.

10 Training Certificate

Upon completion of the training, the Instructor delivers a training Certificate to each Participant, ascertaining that the said Participant has attended the training. Presence is mandatory to obtain a training Certificate.

11 Confidentiality

This Agreement does not create any confidentiality obligation whatsoever between Famic and Participants due to information exchanged during the training, which a Party may consider confidential. Famic does not require nor wants to know any confidential information in order to provide the training.

12 Taxes

When the training takes place in Canada whether at Famic's offices, at Clients' premises or on line, the Participant shall pay the Provincial and Federal taxes applicable to products and services. Foreign participants must communicate with the Canadian authorities in order to claim taxes refund.

13 Intellectual Property

Participant acknowledges and agrees that registering to training, paying the training fees and attending the courses offered by Famic, does not confer Participant any moral right or intellectual property right whatsoever on any aspect relating to Automation Studio™ including: training method, training content, outlines, software, user guides, exercises, educational material, ideas, concepts, etc. Participant acknowledges and agrees that these moral rights and intellectual property rights are and shall remain the exclusive property of Famic.

14 Reproduction

Reproduction, whether in total or in part, of any training support material or any Automation Studio™ related information is strictly prohibited without Famic's prior written authorization.



15 Tax Credit Refund for Training in the Province of Quebec (Law 90)

Famic is recognized by Emploi-Quebec (No 0052553) for the Quebec Government tax credit refund program for education under the Law 90, relating to workforce development. Consequently, Quebec based companies that register one or more Participants to training could be eligible for a Quebec Provincial tax credit refund up to 40% of training fees.

16 Training Cancellation

Transferring Training from a Participant to another is accepted free of charge provided that Famic is informed in a timely fashion.

If a Participant cancels a registration at least eleven (11) working days prior to training, Famic reimburses the total amounts received from the Participant for registration.

If a Participant cancels a registration between five (5) and ten (10) working days prior to beginning of the training, Famic will retain as administration fees, thirty percent (30%) of the total amounts received from the Participant for registration and refunds the remaining amounts.

If a Participant cancels a registration within four (4) working days prior to beginning of the training, or simply does not attend the training, Famic will retain the total amounts received from Participant for the training.

Cancellation requests must be submitted in writing either by e-mail or by Fax.

Famic reserves the unconditional right to cancel training. In such case, Famic's only responsibility is limited to a full refund of the registration fees received from the Participant.

17. Responsibility

Each Party remains fully responsible for its employees and sub-contractors. This does not limit in any case the responsibilities of each Party's individual involved in the training. Famic cannot be held responsible for any bodily injuries or material damages, whether direct or indirect, resulting from acts by any Participant to the training.

18. MISCELLANEOUS

18.1. Notices

Any notice required or permitted to be given under this Agreement, shall be communicated in writing. A notice shall be validly communicated if either delivered personally, by e-mail, by fax or by registered or certified mail with return receipt requested. A notice sent by e-mail or fax is deemed to have been received on date of proof of sending to the e-mail address or fax hereinafter mentioned. A notice given by registered or certified mail shall be deemed to have been received five (5) business days after the date when such notice is mailed to the address hereinafter mentioned:

In the case of Famic:

Famic Technologies Inc.
9999 Cavendish, Suite 350
Saint-Laurent, Quebec
Canada H4M 2X5
Tel.: +1 (514) 748-8050
Fax: +1 (514) 748-8521



18.2. Invalidity

The invalidity of any particular provision of this Agreement shall not affect any other provision hereof.

18.3. Complete Agreement

This Agreement constitutes the entire understanding between the Parties in respect of the matters herein and supersedes all prior oral and written understandings, agreements and commitments. In case of contradiction between this Agreement and any information available on Famic’s web sites, this Agreement shall prevail.

18.4. No Waiver

The failure of any Party at any time to require performance by the other Party of any of its obligations hereunder shall in no way affect the right of such Party to require performance thereof by the other Party at any time thereafter. Save provision to the contrary, any waiver by any of the Parties hereto of any of its rights shall be effective only when made in writing and any such waiver is only valid with regard to the rights and circumstances expressly enunciated in the said waiver.

18.5. Governing Laws

This Agreement shall be governed and construed in accordance with the laws of the Province of Quebec, Canada. The Parties agree that any dispute arising out of or in connection with this Agreement including any question regarding its existence, validity or termination shall be referred to and finally resolved by the competent Court in the District of Montreal, Canada and conducted in the English language.

IN WITNESS HEREOF, the Participant certifies having read, understood and accept all this Agreement:

Participant

Name :
 Title :
 Company :
 Complete Address :