

## **Training Services Agreement**

This Training Services Agreement (the "Agreement") is entered into by and between TrainRight, Inc., (hereinafter referred to as "Service Provider") located at 5036 Trail Lake Drive, Suite 100, Plano, Texas, 75093 and Client as further identified hereinafter, effective on the Effective Date shown below.

Whereas, Client desires to purchase from Service Provider the services referenced in Section 1 below; and Service Provider desires to provide Client with such services pursuant to the terms and conditions of this Agreement which follow,

Now, therefore, the parties hereto agree according to the terms and conditions of this Agreement, which follow:

**1. Services.** Service Provider agrees to provide the professional training services (hereinafter "Services") described in Exhibit A. Services will be provided pursuant to computerized access to Service Provider's website.

**2. Service Fee; Invoicing.** Client agrees to pay for the Services hereunder at the prices set forth in Exhibit A. Client shall have no minimum obligation to use the Services and will only be responsible for paying for Services used by Client. Service Provider shall invoice Client monthly by email for Services utilized by Client after the Effective Date. If Client's account becomes over thirty (30) days in arrears, Client's access to the Services may be suspended by Service Provider until all payments in arrears are made. The prices for Services shall remain in effect for the initial twelve (12) month term and may be adjusted thereafter only as set forth in Section 3 hereinafter.

**3. Term.** Beginning on the effective date, this Agreement shall have an initial term of twelve (12) months which shall renew for successive twelve (12) month terms unless terminated by either party upon sixty (60) days written notice prior to the expiration of a term. However, in the event of a breach of this Agreement by either party, the non-breaching party shall have the right to terminate this Agreement upon thirty (30) days written notice to the other specifying the nature of the breach and providing the other an opportunity to cure such breach within such thirty (30) day period whereupon the original term of this Agreement shall remain in effect. After the initial term, any change in pricing for Services will require a minimum of sixty (60) days advance notice by Service Provider. Client agrees to pay for all Services provided by Service Provider through the date of any termination.

**4. Limitation of Liability.** NEITHER CLIENT NOR SERVICE PROVIDER SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONTINGENT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, SPECIAL OR SIMILAR DAMAGES WHETHER INCURRED AS A RESULT OF NEGLIGENCE OR OTHERWISE.

**5. Waiver.** No covenant or condition of this Agreement can be waived except by the written consent of Client or Service Provider. Forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed and, either party shall be entitled to invoke any remedy available to it under this Agreement or by law or in equity despite said forbearance or indulgence.

**6. Entire Agreement; Amendments.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and it supersedes all prior and/or contemporaneous understandings between the parties with respect to said subject matter. This Agreement may be amended only by written instrument executed by all parties or their respective successors or assigns.

**7. Notices.** All notices, offers, requests, demands, and other communications pursuant to this Agreement shall be given in writing with delivery either by email which will be considered delivered one day after sent to a proper contact email address for either party or by United States Mail, properly addressed, which shall be deemed received on the second day after deposit in the United States Mail. Notices shall be sent to the

parties at the email or physical addresses contained in this Agreement or to such other physical or email address as either party furnishes to the other in writing in accordance herewith.

**8. Governing Law.** This Agreement and any exhibits or addenda hereto shall be governed by and construed in accordance with the laws of the State of Texas exclusive of conflicts of laws principles.

**9. Miscellaneous.** The captions in this Agreement and any addenda or exhibits hereto are for reference purposes only and shall not affect in any way the meaning or interpretations of this Agreement. The provisions contained in sections 4 through 11 of this Agreement shall survive any termination of this Agreement. This Agreement may be executed in one or more counterparts and execution at different times and places will not affect the validity hereof. This Agreement will be considered executed when the signature of a party is delivered by facsimile transmission.

IN WITNESS WHEREOF the parties hereto have caused the Agreement to be executed by their duly authorized representatives as set forth below.

**TrainRight, Inc.**  
**Service Provider**

\_\_\_\_\_  
**Client Name**

Affiliation\*: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Mark Myers

Name: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: 888 609-2029

\_\_\_\_\_

Rep: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: 214 477-5857

Fax: \_\_\_\_\_

E-Mail: mmyers@trainright.org

E-Mail : \_\_\_\_\_

Effective Date: \_\_\_\_\_

**\*If your organization is signing up for the online training program to comply with another organization's requirements, list the name of that organization. Otherwise leave blank.**

**NOTE, either fax signed agreement with completed authorized user information to 1 888 609-2029 or scan and email to mmyers@trainright.org.**

**Exhibit A**

**Listing of Services and Prices**

<b><u>I. Service Package</u></b>	<b><u>Price</u></b>
a. Online Professional Training, Testing, and Certification for Child Abuse Awareness and Prevention (certified by Texas Department of Health Services)	\$6.50 per person

**II. Invoicing.** Client shall be invoiced monthly by email sent to the Billing Contact shown below.

**III. Sales Taxes- Note,** if Client is a non-profit exempt from sales taxes, please complete the sales tax exemption certificate form and fax it or email it back with the signed agreement. If Client is outside of Texas, you may send your state's form of sales tax exemption certificate.

**Client Authorized User and Contact Information Form**

Principal Contact:      Name: \_\_\_\_\_  
   Phone: \_\_\_\_\_  
   Email: \_\_\_\_\_

Billing Contact:      Name: \_\_\_\_\_  
   Phone: \_\_\_\_\_  
   Email: \_\_\_\_\_

List all authorized administrative users on account (persons who can view reports, invite trainees, etc):

1) Name: _____	2) Name: _____
Phone: _____	Phone: _____
Email: _____	Email: _____
3) Name: _____	4) Name: _____
Phone: _____	Phone: _____
Email: _____	Email: _____
5) Name: _____	6) Name: _____
Phone: _____	Phone: _____
Email: _____	Email: _____

# Texas Sales and Use Tax Resale Certificate

Name of purchaser, firm or agency as shown on permit	Phone (Area code and number)												
Address (Street & number, P.O. Box or Route number)													
City, State, ZIP code													
Texas Sales and Use Tax Permit Number (must contain 11 digits)													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 15px;"></td> <td style="border: 1px solid black; width: 25px; height: 15px;"></td> <td style="border: 1px solid black; width: 25px; height: 15px;"></td> <td style="border: 1px solid black; width: 25px; height: 15px;"></td> <td style="border: 1px solid black; width: 25px; height: 15px;"></td> <td style="border: 1px solid black; width: 25px; height: 15px;"></td> <td style="border: 1px solid black; width: 25px; height: 15px;"></td> <td style="border: 1px solid black; width: 25px; height: 15px;"></td> <td style="border: 1px solid black; width: 25px; height: 15px;"></td> <td style="border: 1px solid black; width: 25px; height: 15px;"></td> <td style="border: 1px solid black; width: 25px; height: 15px;"></td> <td style="border: 1px solid black; width: 25px; height: 15px;"></td> </tr> </table>													
Out-of-state retailer's registration number or Federal Taxpayers Registry (RFC) number for retailers based in Mexico													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 250px; height: 15px;"></td> <td style="padding-left: 20px;">(Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)</td> </tr> </table>			(Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)										
	(Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)												

I, the purchaser named above, claim the right to make a non-taxable purchase (for resale of the taxable items described below or on the attached order or invoice) from:

Seller: TrainRight, Inc.

Street address: 5036 Trail Lake Drive, Suite 100

City, State, ZIP code: Plano, Texas 75093


Description of items to be purchased on the attached order or invoice:  
Online professional training and certification in child abuse awareness and prevention.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:  
Online professional training and certification in child abuse awareness and prevention.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The taxable items described above, or on the attached order or invoice, will be resold, rented or leased by me within the geographical limits of the United States of America, its territories and possessions or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

*I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease or rental, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.*

 Purchaser	Title	Date
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**This certificate should be furnished to the supplier.**  
**Do not send the completed certificate to the Comptroller of Public Accounts.**