

END USER LICENSE AGREEMENT

VISMASTERS ONLINE TRAINING END USER LICENSE AGREEMENT

NOTICE TO USERS: CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT BEFORE CONTINUING. DOWNLOADING TRAINING MODULES OR MATERIALS AND PARTICIPATING IN ONLINE SESSIONS PROVIDED WITH THIS AGREEMENT ("VISMASTERS ONLINE TRAINING") CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL, COPY OR USE VISMASTERS ONLINE TRAINING. USER'S USE OF VISMASTERS ONLINE TRAINING IS CONDITIONED UPON COMPLIANCE BY USER WITH THE TERMS OF THIS AGREEMENT.

1. DEFINITIONS

This VisMasters End User License Agreement ("EULA") is a legal agreement between you the End User (whether an individual or a recognized legal entity) (the "LICENSEE") and VisMasters for the VisMasters Online Training accompanying this EULA, which includes both pre-recorded and live training sessions and may include associated media, and "online" or electronic documentation ("VisMasters Online Training").

2. LICENSE GRANT

VisMasters grants you a license to access the VisMasters Online Training on any one system for as many licenses as you purchase. "You" means the company, entity or individual whose funds are used to pay the license fee. "Use" means accessing pre-recorded videos, electronic materials and online training sessions. You may not rent, lease, lend, sell or sublicense the Training access to another person, company or other entity.

3. OWNERSHIP

The VisMasters Online Training is owned and copyrighted by VisMasters. Your license confers no title or ownership of the VisMasters Online Training and should not be construed as a sale of any right.

4. COPYRIGHT

VisMasters Online Training is protected by United States copyright law, international treaty provisions and other applicable law. You acknowledge that no title to the intellectual property in VisMasters Online Training is transferred to you. You further acknowledge that title and full ownership rights to the VisMasters Online Training will remain the exclusive property of VisMasters and you will not acquire any rights to the VisMasters Online Training except as expressly set forth in this license. You may not copy or distribute any DRM ("Digitally Rights Managed") materials provided through VisMasters Online Training, nor any other learning materials provided to you.

5. ACCESS

VisMasters Online Training is licensed to you for the duration of the course + 60 days following the course end date. All access licenses expire once this date has been reached.

6. LIABILITY

You agree that you will defend, indemnify and hold VisMasters harmless against any claims or liabilities arising out of the use, misuse, distribution or execution of any VisMasters Online Training Products including claims brought against you for the use of such Training. You further agree to hold harmless and protect VisMasters against any such civil, legal or criminal claims which will be paid by licensee including court costs and judgments.

7. WARRANTY

VisMasters warrants the VisMasters Online Training to be free from defects in material and workmanship for 30 days from delivery. Your sole and exclusive remedy for a breach of this warranty is the replacement of VisMasters Online Training. Refunds will be given at the discretion of the Company Management. VisMasters Online Training and any related documentation is provided "as is" without warranty of any kind, either express or implied, including, without limitation, the implied warranties or merchantability, fitness for a particular purpose, or non-infringement. The entire risk arising out of use or performance of VisMasters Online Training remains with the LICENSEE.

8. GOVERNING LAW

This Agreement shall in all respects be governed by and construed in accordance with the laws in force in the United States of America in the state of Kentucky.

9. AMENDMENTS

VisMasters reserves the right to amend this agreement at any time.

10. ENFORCEABILITY

If any part of this Agreement is found void and unenforceable, the parties agree that such invalidity shall not affect the validity of the remaining portions of this agreement.