

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

SOFTWARE HOSTING AGREEMENT

Registered Agent –(xxxxxxxxxxxxxxxxxx)

THIS AGREEMENT is entered into as of December 1, 2007, by and between Adaptive Training Systems (ATS), 7941 Katy Freeway #226, Houston, TX 77024, Contact: Troy Hackworth, Telephone: 713.305.7648, Email: cdp02@sbcglobal.net ("ATS") and Company, Address, City State Zip, Contact: _____, Telephone: CONTACTPHONE, Facsimile: CONTACTFAX, Email: EMAILID ("Client").

RECITALS

WHEREAS, ATS hosted online training system with content for delivery, as defined below; and

WHEREAS, client has requested use of the hosted online training system through an application server, where ATS operates the Hosted Training System on a computer acting as an application server for purposes of access and non-exclusive use by Client over the Internet, all in accordance with the terms and conditions hereof;

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and in reliance on the mutual agreements contained herein, the parties agree as follows:

1. Definitions.

1.1 "GPL Software." Computer program(s) that together form the Delivery Software and content, and any updates which may be provided by ATS from time to time, used for the delivery of the training courses. **GNU GENERAL PUBLIC LICENSE-Moodle Software** LMS Software

The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change free software--to make sure the software is free for all its users. This General Public License applies to most of the Free Software Foundation's software and to any other program whose authors commit to using it. (Some other Free Software Foundation software is covered by the GNU Library General Public License instead.) You can apply it to your programs, too. When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for this service if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs; and that you know you can do these things.

1.2 "ATS 's Application Server." The computer(s) dedicated by ATS for the purpose of hosting the Hosted System for access over the Internet at the web site specified by ATS .

1.3 "Student Components." Those parts of the GPL Software, namely courses, designed for access by students and their supervisors using a Supported Browser.

1.4 "Administrator Components." Those parts of the GPL Software, namely Administrator and Training Tracker, designed for access by Authorized Users over the Internet using a Terminal Services Client.

1.5 "Authorized Students." The Client 's employees who are authorized to access and use the Student Components of the Hosted System on ATS 's Application Server, as specified in the applicable Purchase Order(s).

1.6 "Authorized Users." The number of Client 's employees who are authorized to access and use the Administrator Components of the Hosted System on ATS 's Application Server, as specified in the applicable Purchase Order(s).

1.7 "Supported Browser(s)." Those Internet browser(s) which are supported by ATS for purposes of access and use of the Student Components of the Hosted System on ATS 's Application Server.

1.8 "Client Data." Data (i) entered as input by Client for processing by the GPL Software, and (ii) produced as output by the Hosted System based on a specific query or execution initiated by Client .

1.9 "Written Purchase Order." A written document mutually agreed upon and executed by the parties which incorporates the terms of the Agreement. Each purchase order executed under the terms of this Agreement shall include the following statements:

This Purchase Order shall be governed by the terms and conditions of a certain Software Hosting Agreement by and between the parties dated at the time of agreement execution.

Capitalized terms used in this Purchase Order and not otherwise defined shall have the same meaning as set forth in the body of the Hosting Agreement.

1.10 "Email Purchase Order." An electronic mail message mutually agreed upon between the parties which incorporates the terms of this Agreement and conforms to the following requirements. An email message sent or received by ATS 's contact person using the email address specified above to or from Client 's contact person using the email address specified above regarding subscription rights for Hosted System under this Agreement shall be deemed to constitute a binding Purchase Order hereunder only if: (i) the email message prominently states that it is an "Purchase Order Request - Agreement No. ___"; (ii) the responding electronic mail message prominently states that it is an "Acceptance of Purchase Order Request Dated ___- Agreement No. ___", and clearly refers to only one (1) specific electronic mail message to which it is responding; (iii) the terms of the communications are evident on the face of the two (2) electronic mail messages without reference to any additional materials; and (iv) the two (2) electronic mail messages reflect complete agreement among the parties on all points described in each electronic mail message. If a series of more than two (2) electronic mail messages leads to an agreement between the parties regarding subscription rights for Hosted System and license fees regarding such rights, the agreement reflected in those messages shall not be binding on either party unless and until such agreement complies strictly with the foregoing requirements.

1.11 "Proprietary Rights." All rights in and to copyrights, rights to register copyrights, trade secrets, inventions, patents, patent rights, trademarks, trademark rights, confidential and proprietary information protected under contract or otherwise under law, and other similar rights or interests in intellectual or industrial property.

1.12 "Terminal Services Client." A software application installed on the desktop client computer of an Authorized User in order to connect to Microsoft Windows Terminal Services on ATS 's Application Server.

1.13 "Content." Courses provided by ATS for client use for training and information services.

1.14 "Custom Content." Courses created and own (copyright) by client

1.15 "Third Party Content." Content provided by any third party content provider other than ATS .

1.16 "Registered Agent" An authorized ATS products and services distributor.

2. Subscription License Grant. Subject to the terms and conditions hereof, during the term hereof,

2.1 ATS hereby grants to Client only to the extent of Authorized Users the non-exclusive right and license under the Proprietary Rights of ATS and its licensors (i) to access and execute the Administrator Components of the Hosted System on ATS 's Application Server only with a Terminal Services Client through the Internet, and (ii) to transmit Client Data from the Hosted System to Client only with a Terminal Services Client through the Internet.

2.2 ATS hereby grants to Client only to the extent of Authorized Students the non-exclusive right and license under the Proprietary Rights of ATS and its licensors (i) to access and execute the Student Components of the Hosted System on ATS 's Application Server only with Supported Browsers through the Internet, and (ii) to transmit Client Data from Student Components of the Hosted System to Client only with Supported Browsers through the Internet.

2.3 Client shall not have the right to re-license or sell rights to access or use the Hosted System and/or content or to transfer or assign rights to access or use the Hosted System. All rights not expressly granted to Client herein are expressly reserved by ATS . Client may, however, download the Moodle System from www.moodle.org for their own use at any time.

3. Restrictions Regarding Identification and Password Codes for Authorized Users. Client shall not: (i) transmit or share identification and/or password codes to persons other than the Authorized Users and Authorized Students for whom such codes were generated; (ii) permit Authorized Users or Authorized Students to share identification and/or password codes with others; (iii) permit the identification and/or password codes from being cached in proxy servers and accessed by individuals who are not Authorized Users or Authorized Students; (iv) permit access to ATS 's Application Server through a single identification and/or password code being made available to multiple users on a network; or (v) attempt or permit any person without valid identification and/or password codes to attempt to access ATS 's Application Server.

4. Purchase of Additional Licenses. Client may elect to purchase additional licenses via Written Purchase Order or Email Purchase Order from time to time, and additional licenses shall be governed by the terms and conditions hereof. Pricing for additional licenses shall be in accordance with ATS 's pricing schedule in effect at the time of the purchase of additional licenses. Client agrees that, absent ATS 's express written acceptance thereof, the terms and conditions contained in any purchase order or other document issued by Client to ATS for the purchase of additional licenses, shall not be binding on ATS to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.

5. Services Regarding Access to ATS 's Application Server. During the term hereof, ATS shall undertake commercially reasonable efforts to provide Client with consistent service (i) insulated from changes in the Internet, and (ii) sufficient to access the Hosted System on ATS 's Application Server through the Internet twenty-four (24) hours per day, seven (7) days per week, except for routine maintenance performed pursuant to notice to Client. ATS shall monitor ATS 's Application Server and undertake commercially reasonable efforts to restore promptly all failures of service at no additional charge to Client. Client shall be solely responsible for (i) providing Internet devices and Supported Browsers, and (ii) Internet connections, at Client's sole cost and expense.

6. Technical Support Services. Client shall designate two of its employees as its Technical Support Contacts for communicating with ATS regarding technical issues hereunder. Client may change its Technical Support Contacts from time to time by written notice to ATS . Payment in full of subscription license fees entitles Client to limited technical support in the form of responses to questions from Technical Support Contacts by email or telephone. Technical support services will be available from ATS between the hours of 8:00 A.M. and 5:00 P.M. Central Standard Time (Normal Business Hours). ATS will respond to requests for technical support services within 3 Normal Business Hours of the receipt of the request. If additional services are required for the proper use and operation of the GPL Software, ATS shall provide such training at its then-current standard rates for time and materials.

8. Cooperation. Client acknowledges (i) that certain services or obligations of ATS hereunder may be dependant on Client providing certain data, information, or assistance to ATS from time to time (collectively, "cooperation"), and (ii) that such cooperation may be essential to the performance of services by ATS . The parties agree that any delay or failure by ATS to provide services hereunder which is caused by Client 's failure to provide timely cooperation reasonably requested by ATS shall not be deemed to be a breach of ATS 's performance obligations under this Agreement.

9. Subscription License Fees. Client shall pay to ATS (or Registered Agent) subscription and license fees for the licenses and technical support services provided hereunder in accordance with the applicable Purchase Order; Non payment by Client shall be good cause for termination or suspension of the rights granted hereunder.

10. Ownership. Title to the Proprietary Rights embodied in the Hosted System content and other software installed on ATS 's Application Server shall remain in and be the sole and exclusive property of ATS and its licensors. Client shall not alter, change or remove any proprietary notices, statements of copyright, or confidentiality legends placed on or contained within ATS 's Application Server, the GPL Software, or any other software or content installed on ATS 's Application Server.

11. Confidentiality of Hosted System And Software Installed on ATS 's Application Server. Client agrees that the Hosted System and other software installed on ATS 's Application Server embodies logic, design, and coding methodology which constitute valuable confidential information that is proprietary to ATS and its licensors. Client shall safeguard the right to access the Hosted System and other software installed on ATS 's Application Server using the same standard of care which Client uses for its similar confidential materials, but in no event less than reasonable care.

12. Confidentiality of Client Data. All Client Data and/or information disclosed to ATS in connection with the performance of this Agreement ("Client Confidential Information") shall be held as confidential by ATS and shall not, without the prior written consent of Client, be disclosed or be used for any purposes other than the performance of this Agreement. ATS shall safeguard the confidentiality of such Client Confidential Information using the same standard of care which ATS uses for its similar confidential materials, but in no event less than reasonable care. Notwithstanding the forgoing, the term "Client Confidential Information" shall not be deemed to include information which: (i) is now, or hereafter becomes, through no act or failure to act on the part of ATS, generally known or available; (ii) is known by ATS at the time of receiving such information as evidenced by its written records; (iii) is hereafter furnished to ATS by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by ATS as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Client. Further notwithstanding the forgoing, disclosure of Client Confidential Information shall not be precluded if such disclosure: (i) is in response to a valid order of a court or other governmental body of the United States; (ii) is otherwise required by law; or (iii) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary. ATS agrees to notify Client prior to any disclosure of Client Confidential Information to the extent that the court or other governmental body gives ATS any such opportunity.

13. Limited Warranty. During the term hereof, ATS warrants that (i) ATS 's Application Server and the Hosted System shall conform to and operate, and (ii) the Hosted System contains no viruses, and (iii) the Hosted System shall be accessible through the Internet, substantially in accordance with Hosted System documentation. In the event that the Hosted System determined not to conform to the underlying documentation, ATS shall have ten (10) days to cause such required conformity. CLIENT 'S SOLE AND EXCLUSIVE REMEDY AND ATS 'S SOLE AND EXCLUSIVE LIABILITY FOR BREACH OF THIS WARRANTY SHALL BE THE REPLACEMENT OF SERVICE FOR ANY TIME ATS 'S APPLICATION SERVER AND/OR THE HOSTED SYSTEMDO NOT CONFORM TO THE WARRANTY. ATS DOES NOT WARRANT THAT THE HOSTED SYSTEMOR THAT ATS 'S APPLICATION SERVER WILL MEET CLIENT 'S REQUIREMENTS, THAT THE HOSTED SYSTEMWILL OPERATE IN THE COMBINATIONS WHICH CLIENT MAY SELECT FOR USE, THAT THE OPERATION OF ATS 'S APPLICATION SERVER, OR THE HOSTED SYSTEMWILL BE UNINTERRUPTED, OR ERROR-FREE, OR THAT THE HOSTED SYSTEMWILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE, QUALITY, ACCURACY, PURPOSE, OR NEED.

14. Warranty Disclaimers. EXCEPT FOR THE LIMITED EXPRESS WARRANTY PROVIDED ABOVE, NEITHER ATS NOR ANY OF ITS SUPPLIERS OR RESELLERS MAKES ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND ATS AND ITS SUPPLIERS SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND DATA ACCURACY. SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY. CLIENT ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE RESPECTING THE HOSTED SYSTEMOR SERVICES TO BE PROVIDED HEREUNDER, AND THAT CLIENT HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT IN THIS AGREEMENT. FURTHER, CLIENT ACKNOWLEDGES AND AGREES THAT THE INTERNET IS NOT ESTABLISHED OR MAINTAINED BY ATS, THAT ATS HAS NO CONTROL OVER THE INTERNET, AND THAT ATS IS NOT LIABLE FOR THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET WHICH MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE GPL SOFTWARE.

15. Proprietary Rights Warranty and Indemnification. ATS represents and warrants that ATS has the authority to license the rights to the Hosted System content which are granted herein. ATS shall defend, indemnify, and hold Client harmless from claim or damage arising out of (i) the lack of right or authority to use the GPL Software, or (ii) infringement of any copyright, trade secret, or patent recognized by the U.S. and known to ATS as a result of the use of a current, unmodified copy of the GPL Software; provided, however, that ATS is promptly notified in writing of any such suit or claim, and ATS shall have primary control of the defense of the action and negotiations for its settlement or compromise. Client shall have the right to approve any settlement or compromise that will impose any obligation upon it or may adversely affect its rights under this Agreement or its rights to any materials subject to copyright, trade secret, patent or trademark protection and Client may, at its own cost, obtain separate counsel to represent its interests. The foregoing is exclusive and states the entire liability of ATS with respect to infringements or misappropriation of any Proprietary Rights by the GPL Software.

16. Limitation of Damages. ATS 'S ENTIRE, CUMULATIVE LIABILITY FOR DAMAGES, CLAIMS FOR DAMAGES INCLUDING COSTS OF SUIT AND ATTORNEYS FEES IN ANY SUCH CLAIM OR CLAIMS ARISING OUT OF THIS AGREEMENT AND/OR LICENSING OF THE HOSTED SYSTEMS SHALL BE LIMITED TO THE AMOUNT OF SUBSCRIPTION LICENSE FEES PAID BY CLIENT UNDER THIS AGREEMENT FOR THE THREE MONTHS PRIOR TO ANY CLAIM OR CLAIMS BEING MADE.

17. Disclaimer of Incidental and Consequential Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY THEORY INCLUDING CONTRACT AND TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCTS LIABILITY) FOR ANY INDIRECT, SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTY CAUSING SUCH DAMAGES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION SHALL APPLY IN THOSE STATES AND JURISDICTIONS THAT ALLOW SUCH LIMITATION OR EXCLUSION.

18. Term of Agreement. The initial term of this Agreement shall commence as of the date that the first payment made by Client to ATS is received by ATS in accordance with this Agreement and shall continue for a period of three (2) years. The initial term hereof may be renewed by Client for successive one (1) year terms by providing sixty (60) days prior written notice to ATS . Both the initial term and any renewal term are subject to earlier termination as otherwise provided herein. Either party may choose not to renew this Agreement without cause for any reason.

19. Automatic Termination. Unless ATS promptly after discovery of the relevant facts notifies Client to the contrary in writing, this Agreement will terminate immediately without notice upon the institution of insolvency, bankruptcy, or similar proceedings by or against ATS , any assignment or attempted assignment by ATS for the benefit of creditors, or any appointment, or application for such appointment, of a receiver for ATS .

20. Termination for Cause. If either party fails to comply with any of the material terms and conditions of this Agreement, including without limitation the payment of any subscription license fee or reimbursement due and payable to ATS under this Agreement, the non-defaulting party may terminate this Agreement and/or any or all Purchase Orders and any and all license rights upon thirty (30) days' written notice to the defaulting party specifying any such breach, unless within the period of such notice, all breaches specified therein shall have been remedied.

21. Termination Convenience.

21.1 Termination by ATS for Convenience. ATS intends to continue to support the Hosted System for so long as Client renews in accordance with the applicable Purchase Order; provided, however, if, ATS determines in its sole discretion that it is no longer feasible to support the GPL Software, ATS may terminate this Agreement at any time by providing sixty (60) days written notice to Client .

21.2 Termination by Client for Convenience. Client may terminate this Agreement at any time by providing sixty (60) days written notice to ATS .

22. Return of Materials.

22.1 Within thirty (30) days of the expiration or termination of any license under any Purchase Order, Client shall return to ATS any materials provided by ATS, and ATS shall return to Client any Client Confidential Information provided by Client.

22.2 Within thirty (30) days of the expiration or termination of this Agreement, ATS shall return to Client data entered by Client into the Hosted System and stored in the GPL Software. Such data will be returned in a comma-delimited ASCII format or other format mutually agreed upon by Client and ATS.

23. Notices by Personal Delivery, Postal Mail, and Facsimile Transmission. All notices given in writing shall be effective when either served by personal delivery or by certified or registered mail. All notices given electronically by facsimile transmission shall be effective if the sender maintains a log created at the time of transmission indicating receipt. Further, in order to be effective, all such notices shall be addressed to the contact person parties at their respective addresses or facsimile numbers as set forth on the initial page hereof, or to such other addresses or facsimile numbers as either party may later specify by written notice.

24. Notices by Email. Notwithstanding the above provisions regarding notices by personal delivery, postal mail, and facsimile transmission, an electronic mail message sent by one party to the other shall be deemed to constitute an effective notice hereunder only if: (i) the electronic mail message notice prominently states that it is being given under this Agreement and requests an email response acknowledging receipt; and (ii) the responding electronic mail message (a) clearly refers to the specific email message to which it is responding, and (b) includes a copy of the text of such message. Further, in order to be effective, all such notices shall be addressed to the contact person parties at their respective email addresses as set forth on the initial page hereof, or to such other email address as either party may later specify by written notice.

25. Assignment. Neither party shall assign this Agreement or any right or interest under this Agreement, nor delegate any work or obligation to be performed under this Agreement, without the prior written consent of the other party. Any attempted assignment or delegation in contravention of this Section shall be void and ineffective. Notwithstanding the foregoing, either party may assign this Agreement without prior written consent in the event of a merger or a sale of all or substantially all of its assets or stock. This Agreement shall be binding upon the parties and their respective heirs, executors, successors and assigns.

26. Continuing Obligations. The following obligations shall survive the expiration or termination hereof and the distribution grace period provided above: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either party herein, (ii) any covenant granted herein for the purpose of determining ownership of, or protecting, the proprietary rights, including without limitation, the confidential information of either party, or any remedy for breach thereof, and (iii) the payment of taxes, duties, or any money to ATS hereunder.

27. GPL Software. The Hosted System covered by this Agreement is Moodle learning management system.

28. Authorized Users: The number of Authorized Users covered by this Agreement shall be 2 Client employees per unique hosted site. The Client may add Authorized users as needed but is solely responsible for the Authorized Users added in addition of the 2 designated in this agreement.

29. Authorized Students: The number of Authorized Students in each unique site covered by this Agreement are in Exhibit A. An annual review shall be performed upon contract renewal and adjustments to employee count shall be made along with any price adjustments. Client shall inform ATS of any student count increases more than 10% +/- based on the employee count at the time of the execution of this agreement within 30 days of 10% +/-.

30. Supported Browser(s). (i) Microsoft Internet Explorer, version 5.0 and higher.

31. Subscription License Term and Fees. The periodic license fees shall be payable monthly on a calendar month basis, in advance by the first day of the month in which service is to be provided. The monthly on a calendar month basis subscription license fee payment shall be based on the number of Authorized Users and the number of students stored in the GPL Software. Partial periods shall be prorated. This license shall commence as of the date of this Agreement and continue monthly on a calendar month basis until terminated as provided herein. ATS reserves the right to change the periodic license fees upon

providing 30 days written notice to Client. During the term hereof ATS shall not increase the periodic license fees by more than ten (10) percent in any one calendar year. Licensee may choose to make annual payments with no penalty.

32. Taxes. Fees do not include taxes or duties. If ATS is required to pay or collect any federal, state, local, value added, tax or duty on any fees charged under this Agreement, or any other similar taxes or duties levied by any governmental authority, excluding taxes levied on ATS 's net income, then such taxes and/or duties shall be billed to and paid by Client immediately upon receipt of ATS 's invoice and supporting documentation for the taxes or duties charged.

33. Late Charges. If Client does not make timely payment to ATS of any amount payable hereunder, in addition to the remedies available to ATS at law or equity, ATS may collect interest on the sum then owing at the rate of 1.5% per month from the due date until payment by Client; provided, however, that in no event shall the aggregate interest charges exceed the maximum rate of interest which could be charged under applicable law.

34. Consulting and Training Services. Upon request, ATS shall provide to Client consulting and/or training services for the Hosted System on a time and materials ("T&M") basis; that is, (i) Client shall pay ATS for all the time spent performing such services, plus materials, taxes, and reimbursable expenses plus 10%; and (ii) the rates for such services shall be ATS 's then-current standard rates when such services are provided, the current rates as of the Effective Date being \$1,000 per day. Any monetary limit stated in an estimate for T&M services shall be an estimate only for Client's budgeting and ATS 's resource scheduling purposes. If the limit is exceeded, ATS will cooperate with Client to provide continuing services on a T&M basis. ATS shall invoice Client monthly for T&M services. Charges shall be payable thirty (30) days from receipt of invoice.

35. Miscellaneous. This Agreement shall be construed under the laws of the State of Texas, without regard to its principles of conflicts of law and is performable in Harris County, Texas. Both parties agree that any suit to enforce provisions hereof must be filed in Harris County, Texas, in either State or Federal Courts sitting in Harris County, Texas. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof.

IN WITNESS WHEREOF, the parties duly execute below.

CLIENT

By: _____

Title: _____

ATS or Registered Sale Agent

By: _____

Title: _____

Exhibit A

Client Hosting Pricing

Hosting monthly fees for the ATS Hosted System and content system is based on:

1. The total number of students stored in the Client's ATS Hosted System database ("authorized students").

No setup fee.

All prices are subject to change by ATS with 30 days notice.

ATS Unique Hosted Site Price

Hosted System - We host your unique site with LMS and our Content on our servers

500 employee minimum -\$499 per month; 3 Year contract | each additional employee above 500- add \$0.99 per employee/mth

All prices are subject to change by ATS with 30 days notice.

Company Price Price

Billing/Site Start Date: _01_/_01_/_2008

Unique Hosted Site (4)

Company	Employee Price per Month	Monthly Charge	Yearly
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- Client Select to Paid subscription Fee monthly.
- Client May Select to Paid the Entire Years subscription Fee and Receive a 10% discount.

AMT(10%) Discount Applied: _____

- Yes, we would like to participate in the Client Referral Program

Client Referral Program :

"During their first year of hosting, If a client refers a company which acquires a Hosted system client will receive a \$600.00 discount on their next years hosting up to \$6,000.00."

Client Initials: _____

Authorized Agents Initials: _____

Date: ____/____/____

GNU GENERAL PUBLIC LICENSE-Moodle Software LMS Software

The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change free software--to make sure the software is free for all its users. This General Public License applies to most of the Free Software Foundation's software and to any other program whose authors commit to using it. (Some other Free Software Foundation software is covered by the GNU Library General Public License instead.) You can apply it to your programs, too.

When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for this service if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs; and that you know you can do these things.

To protect your rights, we need to make restrictions that forbid anyone to deny you these rights or to ask you to surrender the rights. These restrictions translate to certain responsibilities for you if you distribute copies of the software, or if you modify it.

For example, if you distribute copies of such a program, whether gratis or for a fee, you must give the recipients all the rights that you have. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

We protect your rights with two steps: (1) copyright the software, and (2) offer you this license which gives you legal permission to copy, distribute and/or modify the software.

Also, for each author's protection and ours, we want to make certain that everyone understands that there is no warranty for this free software. If the software is modified by someone else and passed on, we want its recipients to know that what they have is not the original, so that any problems introduced by others will not reflect on the original authors' reputations.

Finally, any free program is threatened constantly by software patents. We wish to avoid the danger that redistributors of a free program will individually obtain patent licenses, in effect making the program proprietary. To prevent this, we have made it clear that any patent must be licensed for everyone's free use or not licensed at all. The precise terms and conditions for copying, distribution and modification follow.

GNU GENERAL PUBLIC LICENSE TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

This License applies to any program or other work which contains a notice placed by the copyright holder saying it may be distributed under the terms of this General Public License. The "Program", below, refers to any such program or work, and a "work based on the Program" means either the Program or any derivative work under copyright law: that is to say, a work containing the Program or a portion of it, either verbatim or with modifications and/or translated into another language. (Hereinafter, translation is included without limitation in the term "modification".) Each Client is addressed as "you".

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running the Program is not restricted, and the output from the Program is covered only if its contents constitute a work based on the Program (independent of having been made by running the Program). Whether that is true depends on what the Program does.

1. You may copy and distribute verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; keep intact all the notices that refer to this License and to the absence of any warranty; and give any other recipients of the Program a copy of this License along with the Program.

You may charge a fee for the physical act of transferring a copy, and you may at your option offer warranty protection in exchange for a fee.

2. You may modify your copy or copies of the Program or any portion of it, thus forming a work based on the Program, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

- a) You must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.
- b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.
- c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself is interactive but does not normally print such an announcement, your work based on the Program is not required to print an announcement.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Program, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, does not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Program, the distribution of the whole must be on the terms of this License, whose permissions for other Clients extend to the entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Program. In addition, mere aggregation of another work not based on the Program with the Program (or with a work based on the Program) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

3. You may copy and distribute the Program (or a work based on it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you also do one of the following:

- a) Accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,
- b) Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,
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END OF TERMS AND CONDITIONS

Current Available ATS Courses at the Execution of this Document (Does Not Include any Client Custom Courses):

Back Safety
Blood borne Pathogens
Confined Space Course
Driving Safety
Accident Investigation
Arsenic Awareness
Carcinogens
Cranes
Driving Skills
Drug & Alcohol - Reasonable Suspicion Testing
Drug & Alcohol Employee
Drug & Alcohol Supervisor
Electrical Safety(Unqualified)
Emergency Planning
Ergonomics
Eye Safety
Fall Protection
Fire Prevention & Safety
First Aid
Forklift Training (Classroom)
Hand & Power Tool Safety
Hand, Wrist & Finger Safety
HAZCOM (Right To Know)
HAZWOPER (Introduction)
Hearing Protection & Safety
Heat Stress
Hot Work Permits
Hydrogen Sulfide (H2S)
Job Safety & Environmental Awareness
Lockout / Tagout
Machine Guards
NORM
Office Hazards
Personal Protective Equipment
Respiratory Protection
Rigging Safety
Root Cause Analysis
Safe Work Practices
Safety Housekeeping
Safety Orientation | New Hires
Slips, Trips & Falls
Toxic Metal-Chromium
Toxic Metals-Lead
Trenching & Shoring Safety
Welding Safety

(EPA) Environmental Courses
HazWoper 8 Hour Classroom
EMS Awareness
EMS Awareness-Field
EMS Awareness-Manager

SPCC
Storm Water

(DOT) Dept of Transportation
CDL HazMat Primer
DOT Driver Wellness
DOT HazMat215
Hazardous Materials Transportation Modules [Broadband Required]
Highway Watch
Tanker Driving

Oilfield - Based on IADC RigPass Standard
Oilfield Land Version
Oilfield Offshore Version

Spanish Courses
Caiga la Prevencion (Fall Prevention)
Carcinogens
Despida la Prevencion y la Seguridad (Fire Prevention and Safety)
El cierre patronal Tagout (Lockout Tagout)
El Conocimiento del Sulfuro del hidrogeno (Hydrogen Sulfide Awareness)
El Equipo Protector personal (PPE)
El Trabajo caliente (Hot Work)
Electrico sin titulo (Electrical Unqualified)
HAZCOM " el Derecho de Saber" (HAZCOM " Right to Know")
La Conservacion que oye (Hearing Conservation)
La droga y el Alcohol para Empleados
La droga y el Alcohol para Supervisores
La mano y la Seguridad de la Herramienta del Poder (Hand and Power Tool Safety)
Los Espacios limitados (Confined Spaces)
Los Patogenos de Bloodborne (Bloodborne Pathogens)

FAA - Federal Aviation Administration HazMat Training
DO ME FIRST REQUIRED VIEWING BY ALL TRAINEES! - Required Viewing by both "Will Carry"[WC] & "Will Not Carry" [WNC]

[WC] Will Carry Training
[WC]Shipper Will Carry Course (Broadband Connection Required)
[WC]Operators and Ground-Handling Agent's Staff Accepting Cargo Other than Hazardous Materials Course (Broadband Connection Required)
[WC]Operators/Ground-handling Agents Staff Responsible for the Handling, Storage, Loading of Cargo and Baggage Course (Broadband Connection Required)
[WC]Passenger-Handling Staff Course (Broadband Connection Required)
[WC]Flight Crew Members and Load Planners Course (Broadband Connection Required)
[WC]Crew Members Other than Flight Crew Course (Broadband Connection Required)

[WNC] Will Not Carry
[WNC]Shipper Will Not Carry Course (Broadband Connection Required)
[WNC]Operators and Ground-Handling Agent's Staff Accepting Hazardous Material Course (Broadband Connection Required)
[WNC]Operators/Ground-Handling Agents Staff Responsible for the handling, Storage, Loading of Cargo and Baggage Course (Broadband Connection Required)
[WNC]Passenger-Handling Staff Course (Broadband Connection Required)
[WNC]Flight Crew Members and Load Planners Course (Broadband Connection Required)
[WNC]Crew Members Other than Flight Crew Course (Broadband Connection Required)

Miscellaneous

ADA - Americans With Disabilities Act Title III

Human Resource Information PowerPoint

Getting to Know OSHA PowerPoints