



Tel: 310-437-4579 (US)  
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 Web: <http://open.iona.com>

**IONA Technologies Education Registration: FUSE Open Enrollment Training – U.S.**

To register, print the form below, enter your details, sign and fax to: +1-781-902-8237 or e-mail signed form to [training@iona.com](mailto:training@iona.com)

Check One	Date/Time	Course	Location	Fee	Early Reg Deadline for (Community Members)	Fee
<input type="checkbox"/>	May 19, 2008 – May 20, 2008 8:30 AM – 5:00 PM	Apache ActiveMQ Training	Waltham, MA	USD\$2500 per person	5/2/08	USD\$2000 per person
<input type="checkbox"/>	May 21, 2008 – May 22, 2008 8:30 AM – 5:00 PM	Apache ServiceMix Training	Waltham, MA	USD\$2500 per person	5/2/08	USD\$2000 per person
<input type="checkbox"/>	May 19, 2008 – May 22, 2008 8:30 AM – 5:00 PM	ActiveMQ & Apache ServiceMix Training	Waltham, MA	USD\$4500 per person	5/2/08	USD\$4000 per person
<input type="checkbox"/>	June 17, 2008 – June 18, 2008 8:30 AM – 5:00 PM	Apache ActiveMQ Training	San Francisco, CA	USD\$2500 per person	5/30/08	USD\$2000 per person
<input type="checkbox"/>	June 19, 2008 – June 20, 2008 8:30 AM – 5:00 PM	Apache ServiceMix Training	San Francisco, CA	USD\$2500 per person	5/30/08	USD\$2000 per person
<input type="checkbox"/>	June 17, 2008 – June 20, 2008 8:30 AM – 5:00 PM	ActiveMQ & Apache ServiceMix Training	San Francisco, CA	USD\$4500 per person	5/30/08	USD\$4000 per person

**Discount Schedule**

Pre-registration discount for early registration for open.iona.com community members (20%).

**Student Information:**

Name:		Telephone:	
Company:		Fax:	
Address:		E-Mail:	
		Date:	/ / [dd/mm/yyyy]
		Signature:	

**Please specify your preferred payment method below:**

**1. Purchase Order**

I enclose a Purchase Order:

P.O. Number: \_\_\_\_\_

**2. Credit Card**

Please charge my credit card:		<input type="checkbox"/> American Express	<input type="checkbox"/> VISA	<input type="checkbox"/> MasterCard	<input type="checkbox"/> Discover
Card Number:		Holder name (print):			
Expiry Date:	/ [mm/yy]	Holder Signature:			
Name:		Company:			
Address:		Telephone:			
		Fax:			
		E-Mail:			

**Note:**

- A partial attendance will be counted as a full attendance.
- The attached IONA Training Terms and Conditions are hereby incorporated by reference.

## IONA Training Terms and Conditions

*IONA Technologies Inc ("IONA") and the undersigned company ("Client") agree to the following terms and conditions for IONA's supply of Training services to Client (which terms and conditions together with the Training Offer and the Fee section above constitute the "Agreement"):*

**FEES:** Client shall pay IONA the fees outlined above within thirty (30) days of date of invoice, unless Client pays via a credit card, for which payment shall be immediate. Client shall pay or reimburse IONA for any taxes, such as sales or use taxes, assessed on the basis of Services provided to Client or payments made by Client under this Agreement, except taxes based on IONA's net income. IONA shall maintain records of the time spent by IONA's personnel in providing the Services and shall produce those records to Client for inspection at all reasonable times, with reasonable notice, during the term of this Agreement. IONA reserves the right to invoice up to 50% of the training course's fees if the training course is cancelled or rescheduled by the student in less than ten (10) working days once both parties have executed this agreement. Furthermore IONA reserves the right to invoice up to 100% of the training course's fees if training course is cancelled or rescheduled by student in less than five (5) working days.

**IONA'S WARRANTIES:** IONA warrants to Client that: (a) the Services shall be provided in a good and workmanlike manner using reasonable skill and care, (b) it has and shall maintain in effect professional indemnity insurance in an amount of five million US dollars (US\$5,000,000), and (c) there exists no agreement or restriction which would interfere with or prevent IONA from entering into this agreement or from rendering the services described herein. UNLESS SPECIFIED, IONA MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**CONFIDENTIALITY:** All information given by one party to the other in writing and marked confidential, or which is disclosed orally and designated as confidential at the time of disclosure and summarized in writing and sent to the receiving party within thirty (30) days of disclosure (the "Confidential Information"), shall be treated by the receiving party as confidential and shall not be disclosed to third parties, except to those employees, subcontractors and agents of the receiving party who have a need to know such information for the purposes of this agreement. Confidential information does not include information which (a) is known to the receiving party at the time of disclosure, (b) is or becomes publicly known through no wrongful act of the receiving party, (c) is lawfully obtained by the receiving party from a third party, (d) is independently developed by the receiving party; (e) the receiving party is obliged to disclose under any court order or legal obligation, provided that the receiving party gives such reasonable notice to the disclosing party to enable the disclosing party to seek any appropriate order preventing such disclosure.

**PROPRIETARY RIGHTS:** Client acknowledges that the IONA Materials including any customized material shall remain the property of IONA. If any IONA Materials are delivered to Client as part of the Services, IONA agrees that Client shall have an unrestricted, nonexclusive world-wide license to use, copy and distribute internally such IONA Materials. Neither IONA proprietary commercial software nor the Software Development Tools are licensed hereunder.

**LIABILITY:** The liability of IONA to Client under this Agreement whether arising from negligence, breach of contract or otherwise, shall not exceed in aggregate the amounts paid by Client to IONA under this Agreement. IONA shall indemnify client without limit against any injury to or death of any person caused by the willful or grossly negligent act or omission of IONA. IONA SHALL NOT BE LIABLE TO THE CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL LOSS OR DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS OR PROFITS WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT OR OTHERWISE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**NON-SOLICITATION:** Client shall not employ or contract with any of IONA's personnel associated with the performance of Services for a period of one (1) year after the completion of the Services, without the prior written consent of IONA.

**TERMINATION:** (i) Either party may terminate this Agreement if the other party: (a) is in material breach of any of its obligations under this Agreement and the other party shall have failed to remedy that breach within 30 days after receiving written notice thereof; or (b) becomes insolvent, files a voluntary petition in bankruptcy, is declared a bankrupt, has a receiver or trustee appointed to it or executed an assignment for the benefit of creditors. (ii) If the Agreement is terminated, Client shall pay to IONA all sums, fees and expenses incurred up until the date of termination or, for termination due to a breach by IONA, all sums, fees and expenses incurred up until the date of such breach. Any termination of this Agreement shall not affect any accrued rights or liabilities of either party. The provisions of this Agreement relating to confidentiality and intellectual property and any other provision which by its nature should survive termination, shall survive termination of this Agreement.

**DEFINITIONS:**

"Intellectual Property Rights" means all rights in inventions, patents, copyrights, design rights, trade marks and trade names, service marks, trade secrets, know-how and other intellectual property rights and all applications for the same anywhere in the world.

"IONA Materials" means any property of IONA including, without limitation, computer hardware or software programs, products, materials or methodologies; and reports, studies, data, diagrams, charts, specifications, configuration file parsers, gateways, bridges and integrations with third party code, any modifications to IONA's standard materials produced on behalf of Client, works or materials created and developed by IONA prior to or independently of the Services as well as residual knowledge and know-how of general applicability resulting from performance of the Services.

"Software Development Tools" means all compilers, linkers, routines, subroutines, and other programs that are used by IONA to perform the Services.

"Training Offer" means the description of the services to be performed by IONA for Client (see above).

"Services" means the services to be provided by IONA specified in a Training Offer.

GENERAL: Neither party shall be liable to the other for any delay or failure to perform due to causes beyond the control and without the fault or negligence of the party claiming the excusable delay. Neither party may assign, sub-license, transfer or otherwise dispose of any of its rights or obligations under this Agreement without the prior written consent of the other, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, IONA may sub-contract any of its obligations under this Agreement to external consultants who are qualified to perform the Services. Nothing in this Agreement shall create a partnership or agency relationship between Client and IONA or authorize either party to incur any liabilities or obligations on behalf of the other; at no time shall Client be considered the employer of IONA personnel, sub-contractors or agents, even if client may supervise IONA personnel in providing the Services. No delay or failure of either party in enforcing against the other party any term or condition of this Agreement, and no partial exercise by either party of any right hereunder, shall be a waiver of any right of that party under this Agreement. The invalidity, illegality or unenforceability of any of the provisions of this Agreement shall not affect the validity, legality and enforceability of the remaining provisions of this Agreement. Any amendment or variation of this Agreement shall not be binding on the parties unless set out in writing, expressed to amend this Agreement and signed by or on behalf of each of the parties. This Agreement contains the whole agreement between the parties relating to the subject matter of this Agreement and supersedes all previous agreements between the parties relating to that subject matter. This Agreement is governed by and shall be construed in accordance with the law of the Commonwealth of Massachusetts. Each of the parties submits to the jurisdiction of the courts of the Commonwealth of Massachusetts. The UN Convention on the Sale of Goods will not apply.