

END-USER LICENSE AGREEMENT FOR TRAIN SOFTWARE

This End-User License Agreement (EULA) is a legal agreement between you and the State of California Office of Statewide Health Planning and Development (OSHPD) for the OSHPD Training Requests and Information computer based training request and tracking software system. You agree to be bound by the terms of this EULA by arranging for the installation and installing, copying or using the software.

1. GRANT OF LICENSE. OSHPD grants you the right to install and use copies of the software on your personal computers and network storage devices provided that you comply with all the terms and conditions of this EULA.
2. The OSHPD Training Requests and Information computer based training request and tracking software system (TRAIN) is a system designed to promote the accurate and expeditious submission, approval, tracking and evaluation of employee training requests. TRAIN allows employees, managers and training coordinators to process and handle employee training requests.
3. OSHPD will provide and may assist in the installation of the software, including up to four hours of training in its use, at a mutually agreed upon time and location within fifty miles of OSHPD's Sacramento office.
4. You will select from your employees a Single Point of Contact (SPC) to work with OSHPD in the installation of the software. You will provide OSHPD with the name and contact information of the SPC. In return, OSHPD will provide you with the name and contact information of a SPC at OSHPD. All contacts and communications will be made by and between the respective SPCs.
5. OSHPD will retain ownership of the software. Except for distribution within your organization and among your employees, you will not sell, rent, lease or otherwise transfer of the software without the written consent of OSHPD.
6. OSHPD makes no representations with respect to future modification, revision or updating of the software. If OSHPD, in its sole discretion, provides you with any future modifications, revisions or updating of the software, such modifications, revisions or updating will be subject to the provisions of this EULA.
7. There is no warranty or condition of any kind by OSHPD with respect to the software.
8. You are not entitled to any damages, including, but not limited to consequential damages from OSHPD resulting from the use of the software.
9. OSHPD may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the software and all of its component parts.

Agency: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Submit the completed End-User License Agreement for TRAIN Software to: Emon.Graves@oshpd.ca.gov

Emon Graves is the Employee Relations & Operations Manager at Office of Statewide Health Planning and Development