REMOTE-LEARNER US, INC.

LICENSE AND HOSTING AND SUPPORT SERVICES AGREEMENT

This LICENSE AND HOSTING AND SUPPORT SERVICES AGREEMENT (this “Agreement”) is entered into and effective as of the date designated as the “Effective Date” on the signature page hereof (the “Effective Date”) by and between REMOTE LEARNER US, INC., a Delaware corporation which has its principal place of business at 201 Osage Lane, Suite 2, Waynesboro, VA, 22980 USA (“Remote-Learner”), and the undersigned company, entity, institution or organization listed on the signature page hereof (“User”).

RECITALS

A. Remote-Learner provides support and hosting services for certain open-source software, learning management systems and/or platforms in the education field, including Moodle, Mahara and Alfresco.

B. User has executed an order for Remote-Learner to provide hosting and support services with respect to one or more specific open-source software programs, learning management systems or platforms.

C. The parties execute this Agreement to set forth the terms and conditions governing Remote-Learner’s provision of, and User’s use of, such software and services.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are mutually acknowledged by each party, the parties hereto agree as follows:

1. Definitions. In addition to terms defined elsewhere in this Agreement, the following terms shall mean as follows:

   a. Addendum means the Addendum attached hereto as Exhibit D, which may contain terms modifying certain specified terms contained in the main body of this Agreement and/or terms that are in addition to those contained in the main body of this Agreement. If the Addendum contains a term that specifically modifies a term set forth in the main body of this Agreement, the term set forth in the Addendum shall govern and control and supersede the specified term set forth in the body of this Agreement.

   b. Authorized Personnel means Administrators and End-Users. “Administrators” are the employees or agents of User who are responsible for technical matters relating to User and End-Users’ use of the Software and may have certain administrative privileges not afforded to End-Users. “End-Users” are the employees, members, constituents, or students of User who have been authorized by User’s Administrators to access and use the Software.

   c. Documentation means any written or electronic instructions, specifications, product data and/or information relating to the Software or the Services which is provided at any
time by Remote-Learner to User in connection with this Agreement, which instructions, data and information may be posted by Remote-Learner at its website, http://remote-learner.net (the “Website”) or at the URL. The Documentation is not intended to provide a comprehensive description of the specifications and functionality of the Software or the Services and no statement or representation set forth in the Documentation is, or is intended to be, a warranty with respect to the Software or the Services.

d.  **Intellectual Property** means, collectively, all inventions; patents; trademarks, logos, and associated goodwill; copyrights and copyrighted works, including without limitation software code; trade secrets and confidential business information; know-how; methodologies; data; configurations, designs and specifications.

e.  **Law or Laws** means all applicable local, state, provincial and federal directives, rules, assessments, regulations, filing requirements, ordinances, statutes, codes, judgments and provisions of civil or common law.

f.  **Open-Source License(s)** means the applicable open-source license(s) that govern(s) the Software (for example, GPLv3 (the GNU General Public License, Version 3)).

g.  **Order** means the purchase order or other document or agreement that has been executed or otherwise agreed by User pursuant to which User has engaged Remote-Learner to provide hosting and support services for the Software, which Order is referenced on the signature page attached hereto. Each Order shall contain the following information at a minimum: (i) the specific Software (and version thereof) to be hosted and supported by Remote-Learner for User; (ii) the names and contact information of User’s Administrators; (iii) the maximum number of End-Users who may concurrently access and use the Software; (iv) any specific services to be provided by Remote-Learner in addition to the hosting and support services that are described in this Agreement, including MPCS (as described in Section 7 below); (v) the period of time for which Remote-Learner will provide the Services (which will be one (1) year unless otherwise stated in the Order); and (vi) the fees to be paid by User to Remote-Learner for providing the Services (the “Fees”), together with the terms of payment. In the event of a conflict between this Agreement and the Order, the terms of this Agreement shall govern and control.

h.  **Proprietary Information** means any non-public information, data and software of Remote-Learner that is provided by Remote-Learner to User or any Authorized Personnel in connection with the Services, in whatever form or medium, whether oral, written, graphic, machine-readable form or otherwise, including without limitation, object code, source code, software tool specifications, functions and features, integration and shared data block specifications, configurations and designs, marketing strategies, business, product or acquisition plans, information relating to current business relationships or strategies, and customer lists. Remote-Learner’s failure to mark any information or materials as confidential, protected or proprietary will not affect its status as Proprietary Information under this Agreement. Without limiting the generality of the foregoing, “Proprietary Information” of Remote-Learner will specifically include (i) the Documentation (except those portions that may be accessed by the general public at the Website); (ii) all of Remote-Learner’s configurations and designs relating to the Software (or any module or component thereof), together with all information relating to
such configurations and designs; and (iii) all of Remote-Learner’s configurations and designs relating to the Services and/or Remote-Learner’s hosting or delivery of the Software (or modules or components thereof), together with all information relating to such configurations and designs.

i. Services means the Hosting Services and the Support Services to be provided by Remote-Learner to User with respect to the Software specified in the Order, together with any other specific services relating to the Software that are described in the Order.

j. Software means the open-source software program, learning management system, application or platform that is hosted and supported by Remote-Learner for User’s use as part of the Services. The specific open-source software and the version thereof (e.g. Moodle, Mahara or Alfresco) is set forth in the Order. If the Order covers more than one such software program, learning management system, application or platform this Agreement shall apply to all such software and references herein to “Software” shall mean all such software programs, learning managements systems, applications or platforms unless otherwise indicated. The Software will be hosted by Remote-Learner and access to the Software will be provided through a web interface (the “Interface”) at a unique domain or URL to be designated by Remote-Learner (the “URL”). Each Administrator or End-User may access the Software via the Interface using a unique User ID and Password that is created by, or issued to, such Administrator or End-User (“Log-In Information”).

2. License. Subject to the terms of this Agreement, including User’s payment of all Fees in accordance with the terms of the Order, Remote-Learner grants User a limited, non-transferable, non-sublicenseable, non-exclusive license (the “License”) during the term of this Agreement for its Authorized Personnel to access and use Remote-Learner’s networks and Host Servers to access and use the Software via the Interface at the URL solely for User’s internal business use and purposes. User’s use of the Software is expressly limited to access and use of the Software only by Authorized Personnel. User shall not authorize, permit or allow the Software to be accessed or used by any person or entity other than Authorized Personnel or for any Authorized Personnel to access or use the Software by any means other than by utilizing the Interface at the URL or APIs designated by Remote-Learner. User shall implement reasonable measures and procedures to seek to ensure that each End-User protects its Log-In Information and does not permit any unauthorized person to access or use the Software using such End-User’s Log-In Information. User is and shall be responsible and liable to Remote-Learner for all acts and omissions of any of its End-Users (and any other third party authorized by User) which violate any of the terms of this Agreement.

3. Hosting Services. Remote-Learner shall host, or arrange for the hosting by a third party, of the Software on physical or virtual servers of Remote-Learner’s designation in accordance with the terms set forth on Exhibit A attached hereto (the “Hosting Services”). Remote-Learner shall have sole discretion with respect to all protocols, procedures and technical requirements relating to the hosting of the Software, the hosting environment, the host servers, and the design and functionality of the Interface and the URL. Except as required by the applicable Open-Source License(s), Remote-Learner shall have no obligation to provide any copies of the Software to User, including without limitation, the source code or the object code of the Software. If User is entitled to receive copies of any code for the Software under the applicable Open-Source License(s), Remote-Learner will provide such code upon User’s request.
User is solely responsible, at its sole cost and expense, for procuring all necessary hardware, software, equipment and services necessary for Authorized Personnel to access the Internet and to access and use the Software via the Interface at the URL, including without limitation, the services of an Internet Service Provider.

4. **Support Services.** Remote-Learner shall provide the support services for User that are described on Exhibit B attached hereto (the “Support Services”).

5. **Acceptable Use Policy.** User’s access and use of the Software is subject to User and all Authorized Personnel’s compliance with the terms of the Acceptable Use Policy attached hereto as Exhibit C (the “Acceptable Use Policy”). **Remote-Learner may reasonably revise the Acceptable Use Policy upon thirty (30) days prior written notice to User as is reasonably necessary to protect the security of Remote-Learner’s networks and systems.** If User does not agree with any such revisions, User’s sole remedy is to terminate this Agreement by providing written notice to Remote-Learner within five (5) business days of User’s receipt of written notice of Remote-Learner’s revisions to the Acceptable Use Policy, in which event Remote-Learner shall refund to User a pro-rata portion of the Fees paid by User under the Order, which pro-rata amount shall be based on the period of User’s use of the Services and the term of the Order. If User fails to exercise such termination right, User shall be deemed to have accepted all of the revisions to the Acceptable Use Policy. User is responsible for ensuring that its End-Users comply with the applicable terms and conditions of the Agreement with respect to their use of the Services and the Software, including the terms of the Acceptable Use Policy. User acknowledges and agrees that Remote-Learner may, but shall have no obligation, to monitor User and its End-Users’ access to and use of the Software and the Services and any content, data or materials that are created, posted, transmitted, displayed, or otherwise used or made available by User or any End-User using the Software or the Services. In addition to any other rights and remedies of Remote-Learner, Remote-Learner (a) may temporarily or permanently remove or disable access to any content, data or materials that are created, posted, transmitted, displayed, or otherwise used or made available by User or any End-User using the Software or the Services if Remote-Learner has reasonable grounds to believe that such content, data or materials have been created, posted, transmitted, displayed, or otherwise used or made available in violation of the terms of the Acceptable Use Policy; or (b) temporarily suspend User’s and all End-Users’ access to and use of the Software and the Services if Remote-Learner has reasonable grounds to believe that User or any End-User has violated the Acceptable Use Policy until such time as Remote-Learner has investigated such potential violation and all necessary corrective action has been taken to Remote-Learner’s reasonable satisfaction; and/or (c) temporarily or permanently suspend the rights of any End-User to access or use the Software or the Services if Remote-Learner has reasonable grounds to believe that such End-User has violated the Acceptable Use Policy. User expressly consents to Remote-Learner’s disclosure of any information relating to User or any End-User’s use of the Software and/or the Services to the appropriate authorities (i) as may be requested or required by any governmental agency or court in connection with any criminal or civil investigation or any legal proceeding; and/or (ii) if Remote-Learner reasonably suspects that User or any End-User has committed a violation of any Laws. User forever waives and releases Remote-Learner from any liability arising out of, or relating to, any action taken by Remote-Learner pursuant to this Section 5.
6. **Additional Software Installation; Modifications.** User shall not implement or install any software programs, applications, plug-ins or add-ons (including any GAO+ as defined in Exhibit B) (collectively, “Additional Software”) on Remote-Learner’s network, systems or Host Servers in connection with User’s use of the Software without Remote-Learner’s prior consent. If User desires to install or implement any Additional Software, User shall make such request to Remote-Learner through the Support Portal and Remote-Learner will consider such request and assess the coding standards, compatibility, security and stability of such Additional Software. If Remote-Learner approves User’s request to install or implement Additional Software, such installation and implementation will be undertaken by Remote-Learner in accordance with its applicable implementation processes and shall be subject to User’s payment of all applicable fees and costs charged by Remote-Learner. If User or any Authorized User implements or installs any Additional Software on Remote-Learner’s network, systems or Host Servers that has not been approved by Remote-Learner or otherwise fails to comply with the provisions of this Section 6, User shall be in material breach of this Agreement, in which event, and in addition to all other rights and remedies available to Remote-Learner, Remote-Learner may remove, uninstall or disable such Additional Software and/or suspend User’s and all End-User’s access to and use of the Software and the Services without prior notice to User. Further, User shall not modify any code of the Software without Remote-Learner’s prior consent, which may be withheld by Remote-Learner in its sole discretion.

7. **MPCS.** If, as set forth in the Order, User has subscribed to Remote-Learner’s Moodle Private Cloud Service (“MPCS”) as part of the Services, Remote-Learner shall provide User’s Administrators with access to certain of User’s data that is generated or created by User’s End-User’s use of the Moodle Software and/or which relates to such use. The specific data which may be accessed through MPCS and the procedures and protocols for accessing such data shall be set forth in the applicable Documentation relating to the MPCS, which may be amended and updated from time to time.

8. **Ownership and Intellectual Property Rights.** The parties acknowledge and agree that subject to the terms of the applicable Open-Source License(s), as between the parties, Remote-Learner owns and shall own all rights, title and interests in and to all software development tools, proprietary software programs, software code, know-how, methodologies, processes, technologies, algorithms, materials, deliverables, works and Intellectual Property that are provided or used by Remote-Learner in connection with its provision of the Services to User. Nothing in this Agreement grants, or should be construed to grant, to either party any right, title or interest in or to any Intellectual Property of the other party. User shall not remove any trademark or copyright, restricted rights, limited rights, proprietary rights or confidentiality notice included in or affixed by Remote-Learner to any tangible or intangible materials provided or made available by Remote-Learner in connection with its provision of the Services.

9. **Warranties and Representations.**

a. **Mutual Representations and Warranties.** Each party represents and warrants to the other party that: (i) it has the right to enter into this Agreement and all necessary actions, corporate or otherwise, have been taken to authorize the execution and delivery of this Agreement, which constitutes a valid and binding obligation of such party; and (ii) it shall, in all
material respects, comply with and act in accordance with any and all applicable Laws as such Laws relate to such party and/or this Agreement.

b. **Disclaimer of Warranties.** THE EXPRESS WARRANTIES SET FORTH IN SECTION 9(a) ABOVE ARE THE ONLY WARRANTIES MADE BY REMOTE-LEARNER WITH RESPECT TO THE SOFTWARE AND THE SERVICES. REMOTE-LEARNER HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR ARISING BY CUSTOM OR TRADE USAGE), INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SOFTWARE AND THE SERVICES, AND THE SOFTWARE AND THE SERVICES ARE MADE AVAILABLE AND PROVIDED “AS IS.” NO OTHER ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY REMOTE-LEARNER IN PERFORMING THE SERVICES WILL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES MADE BY REMOTE-LEARNER. REMOTE-LEARNER'S EXPRESS WARRANTIES SHALL NOT BE ENLARGED, DIMINISHED OR AFFECTED BY REMOTE-LEARNER RENDERING TECHNICAL OR OTHER ADVICE OR SERVICE IN CONNECTION WITH THE SOFTWARE AND/OR ANY SERVICES.

c. **Compliance With Open Source License(s).** The Software is open-source software that has not been developed by Remote-Learner and is subject to the terms of the applicable Open-Source License(s). Remote-Learner’s provision of the Services and User’s use of the Software is subject to the terms of the applicable Open-Source License(s) and User agrees to comply with all such terms at all times.

d. **Third-Party Software.** User acknowledges and agrees that software utilized by Remote-Learner in connection with its provision of the Services may be licensed to Remote-Learner by third parties or derived from or built upon third party software or open-source software licensed to or utilized by Remote-Learner (collectively, “Third Party Software”). Remote-Learner makes no warranty with respect to any Third Party Software and no third party licensor of any Third Party Software makes any warranty with respect thereto, assumes any liability regarding User’s use thereof, nor undertakes to furnish any support or information relating thereto. Remote-Learner agrees to pass through to User those warranties, if any, that are permitted to be passed through to Remote-Learner’s licensees by the terms of the license agreements between Remote-Learner and the third party licensors of Third Party Software.

10. **Indemnification.**

a. **User Indemnification.** User shall defend, protect, indemnify, and hold harmless Remote-Learner and all of its officers, directors, employees, agents, affiliates, licensees and business partners (each, a “Remote-Learner Party”) from and against any and all damages, losses, liability and expenses (including reasonable attorney’s fees and court costs) incurred by Remote-Learner or a Remote-Learner Party, or claims made against Remote-Learner or a Remote-Learner Party which arise out of, or relate to (i) User or any End-User’s use of the Software and/or the Services; (ii) any breach of this Agreement (including the Acceptable Use Policy or the confidentiality provisions of Section 13 below) by User or any End-User; (iii) any breach of any applicable Open-Source License by User or any End-User; and/or (iv) any claim
asserted by a third party (including claims for Intellectual Property infringement, violation of rights of publicity, violation of contractual or proprietary rights, and defamation) arising out of, or relating to, User or any End-User’s use of the Software and/or the Services, including without limitation, the posting, transmitting, accessing, displaying, uploading, or use by any End-User of any content or materials in connection with its use of the Software and/or the Services.

b. Infringement. If the Software, the Services, or any software, module or component utilized by Remote-Learner in connection with its provision of the Services (“Infringing Matter”) becomes, or in Remote-Learner’s opinion is likely to become, the subject of a claim or allegation that it violates, misappropriates or otherwise infringes the Intellectual Property or proprietary rights of any third party, Remote-Learner shall, at its sole expense and option, either procure for User the right to continue using the Infringing Matter, replace the Infringing Matter, modify the Infringing Matter so that it becomes non-infringing, or if the Infringing Matter is not material to the functionality and performance of the Software and User’s use thereof, remove the Infringing Matter. If, in Remote-Learner’s sole opinion, neither of these options is reasonably practical, Remote-Learner may immediately terminate this Agreement and the Order by providing written notice of termination to User. If this Agreement and the Order are terminated by Remote-Learner in accordance with the terms of this Section 10(b), Remote-Learner shall refund to User a pro-rata portion of the Fees paid by User under the Order, which pro-rata amount shall be based on the period of User’s use of the Services and the term of the Order. Under no circumstances will Remote-Learner have any liability to User for Intellectual Property infringement claims relating to the Software and/or any Third Party Software. This Section 10(b) states Remote-Learner’s entire obligation regarding Intellectual Property infringement relating to the Software and the Services.

11. Limitation of Liability. IN NO EVENT SHALL REMOTE-LEARNER BE LIABLE TO USER OR ANY OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM INTERRUPTION OF BUSINESS, LOSS OF USE, LOSS OF PROFITS OR LOSS OF BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SOFTWARE AND/OR THE SERVICES, REGARDLESS OF WHETHER OR NOT REMOTE-LEARNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, IN NO EVENT SHALL REMOTE-LEARNER’S TOTAL LIABILITY TO USER, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE ORDER, THIS AGREEMENT, THE SOFTWARE AND/OR ANY OF THE SERVICES PROVIDED OR TO BE PROVIDED BY REMOTE-LEARNER, EXCEED THE TOTAL FEES PAID BY LICENSEE TO REMOTE-LEARNER PURSUANT TO THE ORDER DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE ALLEGED ACT OR OMISSION WHICH GIVES RISE TO SUCH ALLEGED LIABILITY.

12. Term and Termination.

a. Term. This Agreement shall commence on the Effective Date and, unless terminated earlier as provided in Section 5 or Section 10(b) above or this Section 12, shall continue for the term of the Order (the “Order Term”). If no term is specified in the Order, the Order Term shall be a period of one (1) year from the Effective Date. User’s continued use of
the Software and/or the Services following the expiration of the Order Term shall require User to execute a new Order upon mutually-agreeable terms (or an addendum to the current Order). If User executes a new Order (or an addendum to the current Order) and continues to use the Software and/or the Services, the Order Term (and, thus, the term of this Agreement) shall continue for the period of such new Order (or addendum), which shall be a period of one (1) year unless a shorter or longer period is specified in such new Order (or addendum); provided, however, that, if in connection with User’s execution of a new Order (or an addendum thereto), Remote-Learner requires User to execute a new version of this Agreement, Remote-Learner may terminate this Agreement and User’s continued use of the Software and the Services pursuant to the new Order (or any addendum thereto) shall be conditioned upon User’s execution of a new version of this Agreement.

b. Termination. Remote-Learner may terminate this Agreement and the Order immediately upon written notice to User if (i) User or any End-User breaches this Agreement (including the Acceptable Use Policy) and such breach is not totally cured within five (5) business days of User’s receipt of notice from Remote-Learner specifying such breach; (ii) User fails to pay any Fees in accordance with the terms of the Order and such Fees remain outstanding for more than thirty (30) days following the date such Fees are required to be paid under the terms of the Order; and/or (iii) User (1) commences a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect; (2) seeks the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets, or consents to any such relief or to the appointment of any such official in an involuntary case or other proceeding commenced against it; (3) makes a general assignment for the benefit of creditors, or takes any corporate action authorizing any of the foregoing; or (4) an involuntary case or other proceeding is commenced against User seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereinafter in effect, or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets, and such involuntary case or other proceeding is not dismissed or stayed within thirty (30) days of its filing.

c. Consequences of Termination. Upon the expiration or any termination of this Agreement, (i) User shall pay all Fees owed to Remote-Learner as of the date of termination pursuant to the Order and User shall not be entitled to a refund of any Fees except as expressly set forth in Section 5 and Section 10(b) above; (ii) User and all of its End-Users shall immediately cease all use of the Software and the Services; and (iii) all terms of this Agreement which expressly or by their nature survive the termination of this Agreement shall so survive, including without limitation, the provisions of Sections 8, 9, 10, 11, 12(b), 12(c), 13, and 14(e). Nothing in this Section 12(c) shall limit or impair any other rights or remedies available to Remote-Learner at law or in equity.

13. Proprietary Information. User acknowledges and agrees that, in connection with Remote-Learner’s provision of the Services, User may learn or acquire Proprietary Information of Remote-Learner. As a material inducement to Remote-Learner to disclose such Proprietary Information, User covenants and agrees that it will not (and will ensure that no End-User will), except with the prior written consent of Remote-Learner or except as otherwise permitted by the terms of this Agreement, at any time directly or indirectly: (a) reproduce,
distribute, transmit, publicly display, modify, create derivative works based upon, or disclose, deliver, display, divulge, reveal, report, publish or transfer to any person or entity, for any purpose whatsoever, any Proprietary Information of Remote-Learner; or (b) use Proprietary Information of Remote-Learner for any purpose other than in connection with its use of the Software and the Services in accordance with the terms of this Agreement. User further covenants and agrees to adopt, implement and maintain commercially reasonable measures to protect the Proprietary Information of Remote-Learner from unauthorized use or disclosure by User or any of its End-Users, including without limitation, adopting appropriate confidentiality policies, inserting appropriate confidentiality terms in agreements with all employees and subcontractors, and maintaining Proprietary Information of Remote-Learner in a manner designed to ensure that it will not be used or disclosed in violation of this Agreement. User will promptly notify Remote-Learner if it becomes aware of any unauthorized use or disclosure of any Proprietary Information of Remote-Learner and, at Remote-Learner’s request, User will take such action as may be reasonably necessary and legally permissible to seek to terminate or remedy any unauthorized use or disclosure that results from any act or omission of the party or any of its employees, subcontractors or agents, including all End-Users. User stipulates and agrees that Remote-Learner will suffer irreparable harm in the event of any breach of the provisions of this Section 13 and that monetary damages will be inadequate to compensate Remote-Learner for such breach. Accordingly, User stipulates and agrees that, in the event of a breach or threatened breach of any of the provisions of this Section 13, and in addition to and not in limitation of any other rights, remedies or damages available at law or in equity to Remote-Learner, Remote-Learner will be entitled to injunctive relief in order to prevent or restrain any such breach or threatened breach. The provisions of this Section 13 will, specifically and without limitation, survive the expiration or termination of this Agreement.


a. Independent Parties. User and Remote-Learner are independent parties and neither party is, and shall not be deemed to be, an employee, partner or agent of the other party for any purpose whatsoever. This Agreement does not create a joint venture, franchise relationship or partnership, and neither party has the authority to bind the other to any third party.

b. Assignment; Successors; Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. User shall not assign this Agreement or any of its rights and obligations under this Agreement without the prior written consent of Remote-Learner, which consent may be withheld by Remote-Learner in its sole discretion.

c. Notices. All notices provided in connection with this Agreement shall be in writing and delivered to the parties as follows: (i) if to Remote-Learner to the address set forth in the preamble to this Agreement or to such other address designated by Remote-Learner in accordance with the terms of this Section 14(c); and (ii) if to User, to the address of User set forth on the signature page hereto or such other address designated by User in accordance with the terms of this Section 14(c). Notices required by this Agreement shall be deemed received (i) upon delivery, when delivered in person or by commercially receipted courier; (ii) upon the date sent by facsimile or e-mail, if confirmed; or (iii) five (5) business days after deposit with the U.S. Postal Service by registered or certified mail.
d. **Entire Agreement.** This Agreement, including all exhibits, comprises the entire agreement between the parties with respect to the subject matter of this Agreement, and it supersedes all prior representations and agreements with respect to the subject matter hereof. This Agreement can be amended or modified only by a written instrument signed by both Remote-Learner and User.

e. **Governing Law; Venue.** This Agreement shall be construed in accordance with, and governed by, the laws of the Commonwealth of Virginia, without regard to the conflict of law and choice of law rules of any jurisdiction. Any and all claims and disputes arising out of, or relating to, this Agreement, or the performance or non-performance by either party of any of its obligations hereunder shall be commenced and maintained only in a state or federal court of competent subject matter jurisdiction situated or located in Waynesboro, Virginia. Each party consents to the exclusive personal jurisdiction of and venue in any such court.

f. **No Waiver.** No waiver or failure by either party to exercise any option, right or privilege under the terms of this Agreement on any occasion or occasions shall be construed to be a waiver of the same on any other occasion or of any other option, right or privilege.

g. **Severability.** If any provision of this Agreement, or the application thereof, is for any reason, and to any extent, determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties. The parties further agree to replace any such invalid or unenforceable provisions with valid and enforceable provisions designed to achieve, to the extent possible, the business purposes and intent of such invalid and unenforceable provisions.

h. **Force Majeure.** Neither party shall be held responsible for any delay or failure in performance hereunder caused by fires, strikes, embargoes, acts of God, acts of terrorism, or other causes beyond its reasonable control.

END OF AGREEMENT. SIGNATURE PAGE FOLLOWS.
IN WITNESS WHEREOF, the parties have caused this License and Hosting and Support Services Agreement to be executed as of the Effective Date by their duly authorized representatives.

EFFECTIVE DATE:__________________________, 201__

REMOTE LEARNER US, INC.

Signature

Jason Cole
Name

CEO
Title

20 March 2013
Date

[NAME OF USER]

Signature

Name

Title

Date

ORDER NO._____________________

ORDER DATE:_____________________

USER ADDRESS:

_________________________________

_________________________________

_________________________________
EXHIBIT A

Hosting Services

1. Hosting Services. Remote-Learner shall host the Software on physical or virtual servers (the “Host Servers”) so as to provide access to the Software via the Internet at the URL. Except for scheduled maintenance windows as described in Section 2 below, Remote-Learner shall use commercially reasonable efforts to ensure that its Internet server will be continuously available twenty four (24) hours a day, seven (7) days a week, but Remote-Learner does not represent or warrant that there will be no interruptions in service or that End-User will be able to access the Software at all times without interruption. User acknowledges and agrees that End-User may experience occasional temporary interruption of service and occasionally may not be able to access and/or use the Software, and User’s sole remedy for any interruption shall be the issuance of Service Interruption Credits pursuant to Section 3 below.

2. Maintenance Windows. Remote-Learner may perform system maintenance during scheduled “Maintenance Windows” during which User and End-User will be unable to access or use the Software. Maintenance Windows shall occur as follows: (a) between the hours of 2:00 AM - 6:00 AM EST on the following days: the first and third Fridays of the month; or (b) between the hours of 2:00 AM - 6:00 AM EST on a designated day provided that, for any Maintenance Window occurring pursuant to this clause (b), Remote-Learner shall notify User at least five (5) business days in advance of such Maintenance Window, which notice shall be posted on the Website or at the URL. User understands and agrees that there may also be instances where Remote-Learner needs to interrupt the Hosting Services without notice in order to protect the integrity of the Hosting Services due to security issues, virus attacks, spam issues or other unforeseen circumstances (“Security Related Interruption”).

3. Availability and Service Interruptions Credits.

a. Remote-Learner will provide 99.9% Availability to the Hosting Services excluding Maintenance Windows, Security Related Interruptions, and force majeure events (as described in Section 14(h) of the Agreement), calculated on a monthly basis. Provided that User has not breached or is not in breach of this Agreement, if Remote-Learner provides 99.9% or less Availability in any given calendar month, Remote-Learner shall issue User a “Service Interruption Credit” of a percentage of the Fees designated in the Order for the Hosting Services (the “Monthly Hosting Fees”) calculated as follows:

<table>
<thead>
<tr>
<th>Monthly Uptime</th>
<th>Service Interruption Credit (% of Monthly Hosting Fees)</th>
</tr>
</thead>
<tbody>
<tr>
<td>99.9-100%</td>
<td>0%</td>
</tr>
</tbody>
</table>
No Service Interruption Credit issued for any month shall exceed the total amount of Monthly Hosting Fees paid or payable for such month. For purposes of this Exhibit A, “Availability” shall mean that access to the Software via the Interface at the URL is available without substantial degradation caused by a failure of Remote-Learner’s network, network infrastructure or the Host Servers. Remote-Learner shall implement commercially-reasonable measure to monitor the Availability of the Hosting Services and downtime and all reasonable determinations and calculations made by Remote-Learner relating the Availability of the Hosting Services shall be final and binding on User. If User is entitled to a Service Interruption Credit for any month, such Service Interruption Credit shall be applied against future Monthly Hosting Fees owed by User pursuant to the Order, or if no future Monthly Hosting Fees are owed, the Service Interruption Credit shall be applied against other future Fees owed by User pursuant to the Order. If no such Monthly Hosting Fees or other Fees are owed by User (or if the amount thereof is less than the amount of the Service Interruption Credit owed), the Service Interruption Credit shall be extinguished and Remote-Learner shall have no obligation to make any payment to User with respect to such Service Interruption Credit.

4. Back-up and Security. Remote-Learner will backup all of websites, content, materials and data on Remote-Learner’s network (collectively, “User Data”) on an incremental basis at 2-hour intervals and retain such back-ups for 24 hours. One daily backup will be kept for 7 days. Remote Learner will perform a daily backup all of User’s Data on Remote-Learner’s network. Remote Learner shall also implement commercially reasonable security measures to prevent unauthorized access to User’s User Data residing on Remote-Learner’s networks. Remote-Learner may permanently delete or purge all back-ups of User Data pursuant to Section 6 below and/or if otherwise deemed reasonably necessary by Remote-Learner for operational reasons, in which event Remote-Learner shall provide reasonable prior notice of such deletion to User and will work reasonably with User to seek to provide User with a copy of any such User Data if requested by User.

5. Reporting, Monitoring and Compliance.
a. Remote-Learner will reasonably monitor the overall performance of the Hosting Services and will take commercially reasonable steps to address systems and network infrastructure as required to maintain Software performance.

6. **Storage.** As part of the Hosting Services, User shall receive a specified amount of storage capacity for User Data and all backups and other materials created by User while using the Software, which amount shall be set forth in the Order (the “User Storage Capacity”). User shall be in breach of this Agreement if User exceeds the User Storage Capacity. If User exceeds the User Storage Capacity, Remote-Learner may, in addition to all other rights and remedies of Remote-Learner, provide reasonable assistance or advice to User to enable User to comply with the User Storage Capacity. If User fails within a reasonable period of time to reduce its User Data or other materials so that it does not exceed the User Storage Capacity, Remote-Learner may suspend User’s and its End-User’s access to the Software and/or delete such User Data or other materials as is necessary to cause User not to exceed the User Storage Capacity.

7. **User Responsibilities.**

a. User shall identify and name an appropriate individual, with corresponding contact information, including electronic mail address, as primary contact (“Primary Contact”) for Hosting Services with whom Remote-Learner should communicate matters regarding Hosting Services, such as maintenance notifications and escalations, and who has the authority to make Hosting Services requests, including release of User data, both internally to Remote-Learner and to User, restoration of data, and other configuration changes.

b. User will retain responsibility for administering Log-In Information for End-Users and for providing its End-Users with network access to the Hosting Services.

c. User shall provide connectivity and security to the Internet for its location(s) for purposes of providing adequate access to Hosting Services. Remote-Learner shall not be responsible for the reliability or continued availability of the communications lines, or the corresponding security configurations, used by User in accessing the Internet to access Hosting Services.

d. User shall use the Hosting Services only for the internal business purposes of User or, as applicable, its affiliates, and will not sell or otherwise provide, directly or indirectly, any of the Hosting Services or any portion thereof to any third party other than its affiliates.
Exhibit B

Support Services

1. Definitions. The following terms used in this Exhibit B shall have the following meanings ascribed thereto:

   a. “Add-Ons” mean a plug-in or component to be utilized with the Software to enhance performance and/or to provide certain functionality or features, including each GAO and GAO+. Remote-Learner shall maintain at the Website: (i) a list of “Golden Add-Ons,” which have been approved by the open-source licensor for use with the Software and which do not require the use of third-party software or services (each, a “GAO”); and (ii) a list of “Golden Plus Add-Ons,” which have been approved by the open-source licensor for use with the Software and which require the use of third-party software or services (each, a “GAO +”).

   b. “Error” means a failure of the Software to perform in accordance with the performance features and specifications set forth in the Order or the Documentation. An “Error” shall not include (i) any error, malfunction or failure of the Software’s underlying open-source code or platform which require the open-source licensor’s general release of a fix or update (a “Platform Error”); (ii) any error, malfunction or failure of an Add-On or any third-party services or software utilized in connection with an Add-On (an, “Add-On Error”); (iii) any error, malfunction or failure of any Additional Software or any hardware, software or service of User; (iv) any error, malfunction or failure of the Software as a result of any modifications thereto made by User that are not approved by Remote-Learner; and/or (v) any inability to access the Interface as a result of the failure of the Hosting Services.

   c. “Normal Business Hours” shall mean (a) if User is based in the United States, 8:00 a.m. to 8:00 p.m. EST/EDT Mondays through Friday, excluding the following holidays: New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving Day, Christmas Day, and the day after Christmas Day; and (b) if User is based in Canada, 8:00 a.m. to 8:00 p.m. EST/EDT Mondays through Friday, excluding the following holidays: New Year’s Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labor Day, Thanksgiving, Remembrance Day, Christmas Day and Boxing Day. Any day between Monday and Friday that does not fall on one of any such holidays shall be referred to herein as a “Business Day.” For other countries, “Normal Business Hours” will normally occur between 8:00 a.m.-8:00 p.m. local time, Monday-Friday, excluding any days that are recognized by the national government of such country as a state holiday or a day on which government offices are closed. Remote-Learner may make changes to the days constituting “Business Days,” including reasonably adding holidays in one or more countries, by posting prior notice thereof on the Website or otherwise notifying User.

   d. “Platform Updates” means error corrections, modifications and enhancements released by the open-source licensor of the Software and which Remote-Learner implements or incorporates into the Software.
e. “Remote-Learner Updates” means any error corrections, modifications and enhancements that Remote-Learner incorporates into the Software.

f. “Support Hours” means the number of hours of Support Services that Remote-Learner will provide to User during the Support Period, as set forth in the Order. Any time spent by Remote-Learner providing Support Services to User in excess of the number of Support Hours will be charged to User at Remote-Learner’s then-standard rates. Currently, Remote-Learner provides five (5) and ten (10) hour support packages at the hourly rate of USD$140. Such packages and rates are subject to change by Remote-Learner from time to time.

g. “Support Period” means the period equal to the term of the Order, or if no term is specified in the Order, a period of one year following the Effective Date.

h. “Support Portal” means any designated portal or mechanism that Remote-Learner may provide as part of the Services which enables User to electronically report Errors, request Support services and/or request implementation or installation of Additional Software.

i. “Support Services” shall mean the services provided by Remote-Learner to User described in Section 3 below.

2. Submitting Error Reports and Support Requests.

a. Remote-Learner shall provide reasonable on-call staff to receive and respond to reports of Down Errors and Critical Errors outside of Normal Business Hours.

b. User’s Administrators may make technical support requests and report Errors 24 hours per day, 365 days a year by utilizing the Support Portal.

3. Support Services. Remote-Learner shall provide User with the following Support Services during the Support and Maintenance Period:

a. Remote-Learner shall respond to and seek to resolve Errors in accordance with the terms of Appendix B-1 attached hereto.

b. Remote-Learner shall implement and make available to User fixes, patches and releases relating to the Software that are generally released by Remote-Learner to its customers to correct Errors or implement minor enhancements to functionality.

c. Remote-Learner shall periodically install Platform Updates as they become available and after any testing thereof that Remote-Learner deems necessary or appropriate.

d. Remote-Learner shall install and implement all GAOs following their release and after any testing thereof that Remote-Learner deems necessary or appropriate. Installation and implementation of any GAO+ shall be governed by the terms of Section 6 of the Agreement (Additional Software).
4. **Term.** User shall be entitled to Support Services during the Support Period. All Support Services shall automatically terminate upon the termination of the Agreement.
APPENDIX B-1

Error Classification and Resolution

General

User and Remote-Learner acknowledge and understand that Errors may be complex in nature, may involve several controllable and uncontrollable variables and may involve several different parties from User, Remote-Learner and/or third parties to resolve which may adversely impact estimated commitment to resolution times. User and Remote-Learner acknowledge and understand that resolving Errors is a collaborative effort between both parties.

Error Classifications

The following case type definitions will be used to classify Error reports and support requests:

“Emergency”

Down Errors: The Software or the URL is inaccessible to all End-Users. Site response time causes browser timeout.

“Urgent”

Critical Errors: Error (i) causes one or more significant functions of the Software to be impaired although it still operates; (ii) may delete, impair, damage or corrupt User’s systems or data; or (iii) may have a material adverse impact on User’s business.

Any Error not defined as Down or Critical issue per above will be evaluated on a case by case basis and prioritized by Remote-Learner according to the nature of the issue as follows:

“High”

The Error causes only a minor impact on User’s use of the Software, including, without limitation, partial loss of access or functionality OR User requests resolution for an upcoming deadline. All deadline requests must be submitted at least 7 days prior to the request date and are subject to the terms below.

“Normal”

- **Problem** – The Error causes only a minor impact on User’s use of the Software, including, without limitation, partial loss of access or functionality.
- **Noncritical/Question** – General “how-to” question on functionality or product. Although an Error exists, it does not impact the operation of the Software. The Error causes minor inconveniences such as cosmetic problems or documentation inaccuracies.
Response and Resolution Times

In connection with each report of an Error, User may request that the Error be resolved by Remote-Learner to a final resolution ("Final Resolution") by a specified date that is consistent with the timeframes set forth in the table below. Remote-Learner will use commercially reasonable efforts to correct such Error within the timeframe requested by User but does not guarantee that it will be able to do so.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Initial Response</th>
<th>Final Resolution Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>Down</td>
<td>Within 1 hour</td>
<td>24 Hours</td>
</tr>
<tr>
<td>Critical</td>
<td>Within 1 Business Day</td>
<td>2 Business Days</td>
</tr>
<tr>
<td>High / Normal</td>
<td>Within 3 Business Days</td>
<td>Within 7 Business Days</td>
</tr>
</tbody>
</table>

The foregoing Final Resolution targets are not guaranteed and actual resolution times will vary depending upon the nature of the Error and the causes thereof. Remote-Learner does not and cannot ensure that all Errors will be resolved within such timeframes. While a case is open, Remote-Learner shall provide reasonable updates to User concerning the Error and the process that Remote-Learner is undertaking to resolve such Error.

Platform Errors

In the event of a Platform Error, Remote-Learner’s sole obligation shall be to install and implement the applicable Platform Update as soon as is reasonably practicable following the applicable open-source licensor’s release or authorization of such Platform Update and any testing thereof that Remote-Learner deems necessary or appropriate.

Add-Ons

Remote-Learner shall have no obligation to provide any Support Services with respect to any Add-On Errors and/or any Errors caused by any hardware, software or services of User or a third party.

Additional Software

Remote-Learner shall have no obligation to provide any Support Services with respect to any error, malfunction or failure in or of any Additional Software or Errors caused by Additional Software. Remote-Learner reserves the right to remove, uninstall or disable any Additional Software that causes or materially contributes to any Error.
Exhibit C

Acceptable Use Policy

This Acceptable Use Policy is subject to modification by Remote-Learner as described in Section 5 of the Agreement. References herein to “User” mean User and each End-User. User is responsible for ensuring that its End-Users comply with this Acceptable Use Policy and for any acts and omissions of any of its End-Users in violation of this Acceptable Use Policy.

1. User shall not use the Software or the Services in any manner that (a) damages, disables, overburdens, impairs, or should reasonably be expected to damage, disable, overburden, or impair, any Remote-Learner network, network infrastructure, any network(s) connected to any Remote-Learner network or computers, and/or any equipment or property of Remote-Learner; and/or (b) unreasonably interferes with any other of Remote-Learner’s users or licensee’s use and enjoyment of the Software and/or the Services.

2. User shall not gain, or attempt to gain, unauthorized access to the use of any Software and/or the Services except via the Interface and in the manner and by the means expressly authorized by Remote-Learner.

3. Users shall not access, or attempt to access, any account, computer, computer systems, software or networks of Remote-Learner or any other user or licensee of Remote-Learner through hacking, password mining or any other unlawful or unauthorized means.

4. User shall comply with all security procedures required or implemented by Remote-Learner with respect to User’s and End-Users’ access to and use of the Software and the Services.

5. User shall be solely responsible for maintaining the secrecy of all information relating to the Log-In Information of all End-Users. User shall be solely responsible for all activity conducted under or relating to the Log-In Information or accounts of its End-Users.

6. User shall not use the Software and/or the Services, or any networks or equipment of Remote-Learner, for, or in connection with, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited message (commercial or otherwise), or to commit any act in violation of the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM).

7. User shall not use the Software and/or the Services, or any networks or equipment of Remote-Learner, in any manner to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of any other person or entity.

8. User shall not use the Software and/or the Services, or any networks or equipment of Remote-Learner, to publish, post, upload, distribute or disseminate any inappropriate, offensive, profane, defamatory, pornographic, obscene, indecent, violent, or unlawful materials or information.
9. User shall not use the Software and/or the Services, or any networks or equipment of Remote-Learner, to upload, post, download, distribute, access, make available, or use any files, software or materials that are owned by third parties or otherwise protected by intellectual property laws, including without limitation, copyrighted materials (such as music files) and materials protected by trademark, patent or trade secret laws, unless User owns or controls the rights thereto or has received all necessary consent to take the actions undertaken by User with respect thereto.

10. User shall not use the Software and/or the Services, or any networks or equipment of Remote-Learner, to upload, post, download, distribute, access, make available, or use any files, software or materials that contain viruses, Trojan Horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may erase or alter data, or otherwise damage or harm the operation of any other person or entity’s networks, telecommunications equipment, computers, servers, other property or business interests.

11. User shall not use the Software and/or the Services, or any networks or equipment of Remote-Learner, to harvest, disseminate or collect information about any other person (including any other Remote-Learner user or licensee), including email addresses, without the authorization or consent of such person.

12. User shall not use the Software and/or the Services, or any networks or equipment of Remote-Learner, to create a false identity or otherwise for the purpose of deceiving or misleading others.

13. User shall not use the Software and/or the Services, or any networks or equipment of Remote-Learner, in any manner that violates the proprietary, contractual or Intellectual Property rights (including patent, copyright, trademark or trade secret rights) of Remote-Learner or any other person or entity, or otherwise violates any other person or entity’s rights of privacy or publicity.

14. User shall not use the Software and/or the Services, or any networks or equipment of Remote-Learner, in any manner that violates any applicable Laws.

15. User shall not rent, make available for public use, reproduce, duplicate, copy, trade, resell, or sublease any of the Services.
Exhibit D

Addendum

This Addendum modifies and/or supplements certain terms of the License and Support Services and Hosting Agreement between Remote-Learner and User as follows:

ACKNOWLEDGED AND AGREED:

REMOTE LEARNER US, INC.

Signature

Jason Cole
Name

CEO
Title

20 March 2013
Date

(NAME OF USER)

Signature

Name

Title

Date