

ULTRALEARN.COM™ CONTENT PARTNER AGREEMENT

Signature Page

ULTRALEARN.COM™ CONTENT PARTNER AGREEMENT (“Agreement”) is made between **Softech Worldwide LLC**, 47378, Westwood Pl, Sterling, Virginia 20165, USA (“**SWWLLC**”/ aka “UltraLearn.com” or “UltraLearn.com™”), and **Content Partner** (as identified below as defined below).

This Agreement is effective on the date that both parties have executed this Agreement (“Effective Date”). The attached Terms and Conditions and Schedules are included in this Agreement. Any written Addendum(s) or Amendment(s) between Content Partner and UltraLearn.com become part of this Agreement when signed by both parties.

Intending to be bound, the parties have signed this Agreement as follows:

Executed as a binding Agreement by SWWLLC:

By (Authorized Signature): _____ Date: _____

Print Name: _____ Title: _____

Executed as a binding Agreement by Content Partner:

Company Name: _____

By (Authorized Signature): _____ Date: _____

Print Name: _____ Title: _____

Street Address: _____

City, State: _____

Postal Code, Country: _____

Telephone Number: _____

Fax Number: _____

Web Site URL: _____

Contact Name / Email: _____

Terms and Conditions

1. Introduction

a.# UltraLearn.com is a “web-browser-based” “Software as a Service” platform that allows multiple organizations (“Tenants”) to register themselves to Produce, Broadcast and Evaluate interactive multimedia “Mashups”. An interactive multimedia Mashup is an orchestration of multiple video, audio, image and document/slide/presentation files, combined with text captions, quiz and survey forms, chapters/sections and tracking “Checkpoints/Markers”. A “Mashup” thus created using the “Ultra Mashup Studio™”, a component of UltraLearn.com, is a highly effective, engaging and interactive way of sharing and delivering knowledge within an organization. Viewers in an organization receive “Campaign” invitations to view these Mashups and can view any Mashup by searching for it or within it. Administrators in the organization can see detailed tracking reports on viewers’ viewing behavior, quiz performance, campaign and Mashup effectiveness, Mashup popularity, etc.

UltraLearn.com is solely owned by Softech Worldwide LLC. (SWWLLC)

b.# Content Partner is in business as a “production studio”, instructional designer, or “subject matter expert”. Its business activities include producing and marketing multimedia content on specific subjects and topics.

c.# Content Partner wishes to create rich interactive multimedia content (Mashups) using UltraLearn.com and market/deliver them to current and new UltraLearn.com customers, including the Content Partner’s own existing customers.

d.# UltraLearn.com wishes to engage in partnership with the Content Partner in order to provide value-added services to UltraLearn.com and Content Partner’s customers.

e.# To facilitate this arrangement, UltraLearn.com is willing to license usage of UltraLearn.com features and services under the terms specified later in this Agreement.

f.# Content Partner wishes to make public relevant information about itself on UltraLearn.com for promotional purposes.

g.# Content Partner may provide SWWLLC with raw multimedia content (such as video and audio files) in the form of CDs, DVDs, uploaded to a shared location etc. to convert to an appropriate format supported by UltraLearn.com. This content will remain the property of Content Partner.

2. Grant of License to Software

- a.# UltraLearn.com grants to Content Partner, for the term of this Agreement as defined below (the “Term”), a license to register and use UltraLearn.com.
- b.# Under this license, Content Partner may (but is not obligated to):
 - a.# Register up to 5 users to create, preview, publish and test-view Mashups.
 - b.# Use UltraLearn.com to create, preview, publish and test-view Mashups.
 - c.# Sign up customer organizations as UltraLearn.com tenants, or influence them to sign up.
 - d.# Publish Mashups to selected tenants of UltraLearn.com, via assistance from UltraLearn.com support team, until this feature is automatically available in the application.
 - e.# Run available reports to gauge content effectiveness and client usage details on sold Mashups.
 - f.# Publish full or preview Mashups to UltraLearn.com Mashup Showcase.
 - g.# Publish information about itself on the UltraLearn.com partner directory page.
 - h.# In addition, Content Partner may (but is not obligated to) supply data/content to UltraLearn.com by such other means as UltraLearn.com may request.
- c.# Content Partner agrees to use commercially reasonable efforts to provide valid content and to follow UltraLearn.com’s content standards, as they are made available from time to time. Deliberate or repeated erroneous submissions are cause for termination without notice.
- d.# This license is valid for 6 months from signing of this Agreement, and is renewable for every 6 month period depending on meeting the following requirements:
 - a.# Content Partner agrees to showcase at least 5 previews of his/her trainings in the Mashup Showcase within the time period of 1.5 months, starting from the day he/she becomes a Content Partner.
 - b.# Content Partner agrees to generate substantial revenue for UltraLearn.com from its customers and/or Mashups viewed by customers, in the license validity period. Substantial revenue for this period will amount to at least USD 1,000.00 total for the period.
 - c.# Failure to meet this target can cause UltraLearn.com at its discretion to renew the license for a shorter period of time, or not renew it at all.
- e.# Customers of UltraLearn.com may need to pay annual, monthly, hourly or user-based amounts, and/or amounts related to features of UltraLearn.com. The exact billable amount depends on

standard published packages opted for by the client or a negotiated amount determined by UltraLearn.com.

3. Grant of Rights to UltraLearn.com

Content Partner agrees that UltraLearn.com shall have the right to maintain and manage the content and data supplied by Content Partner. As part of maintenance and management, UltraLearn.com may need to transfer, copy, migrate data and contents from one server or tenant to another without violating any other clauses of this Agreement.

UltraLearn.com is responsible for ensuring Content Partner and customers are not violating any Terms of Use. For this purpose, UltraLearn.com may need to spot check published Mashups for any violations. Content Partner agrees to this limited access to their content.

4. Restrictions

Content Partner agrees not to use the UltraLearn.com license granted under this Agreement to make Mashups available for view/usage by any third party, from their own Partner Tenant Account.

Content Partner agrees that the UltraLearn.com will be used only within Content Partner's organization and only by its own employees to create and publish Mashups to target current and new UltraLearn.com customers, including the Content Partner's own existing customers.

Content Partner agrees to only submit content owned by Content Partner, and agrees not to submit videos, audios, images, documents or other copyrighted content, unless the Content Partner has the legal right to do so and such submission is mutually agreed to in writing by the parties.

Furthermore, any content uploaded by Content Partner must be clear of any prohibited content as specified in the "Prohibited Usage" section of the UltraLearn.com Terms of Use agreement.

UltraLearn.com agrees not to access, view, copy, use, distribute and take advantage of any content provided by Content Partner without express written permission. Access and viewing of such content may be required for enforcing UltraLearn.com's content conformance policies and/or site maintenance; such access will be permitted by Content Partner without express written permission.

5. Ownership

The UltraLearn.com Application and its data is the sole property of Softech Worldwide LLC. Any content uploaded and/or published by Content Partner shall remain the property of the Content Partner, unless the content violates any required conformance.

6. Warranty Disclaimers; Limitations of Liability

Neither party makes any representations or warranties, express or implied, as to the business results that the other may obtain by reason of this Agreement. The UltraLearn.com Application is provided "AS IS." No warranty is made that the UltraLearn.com Application is error-free or that functioning of the UltraLearn.com Application will be uninterrupted. Except with regard to intellectual property rights, or with regard to the copying, use or disclosure of the UltraLearn.com Application or multimedia content in breach of this Agreement, neither party will be liable for lost profits, lost savings or other incidental or consequential damages. Except with regard to intellectual property rights, or with regard to the copying, use or disclosure of the UltraLearn.com Application or multimedia content in breach of this Agreement, in no case will either party be liable in the aggregate for any amount in excess of USD 5,000.00.

7. Public Relations.

Either party will have the right to issue press releases about the relationship between the parties with the other's consent. Each party agrees to provide the other in advance with a written copy of each proposed press release and to include reasonable changes proposed by the other. The Content Partner, subject to its approval in writing, will allow UltraLearn.com, where appropriate, the right to use its trademarks on its website and on promotional materials related to this program.

8. Confidentiality.

Content Partner will limit access to the UltraLearn.com Application to authorized users. Each party agrees to use reasonable efforts to protect the other party's non-public confidential information.

9. Term and Termination.

The Term of this Agreement will be as specified in **Grant of License to Software** section, and renewable as per the clauses mentioned in the same section. Either party may terminate this Agreement for convenience on thirty (30) days notice.

Either party shall have the right to terminate this Agreement on written notice, in the event that the other party materially breaches this Agreement and the breach remains uncured upon the expiration of the ten (10) day period after notice reasonably specifying the breach of this Agreement.

10. Effect of Termination.

UltraLearn.com agrees to erase all copies of content uploaded and data provided by Content Partner. Each party will return or destroy the other's confidential information in no less than ten (10) days after termination. The following provisions survive termination: 3, 5, 6, 7, 9 (second sentence only), 10 and 11 (as applicable).

11. General Provisions.

No term or provision of this Agreement may be amended, waived, released, discharged or modified in any respect except in writing, signed by Content Partner and UltraLearn.com. If any term or provision of this Agreement or its application to any person or circumstance shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. No failure or delay on the part of any party to this Agreement in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any other right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. This Agreement may not be assigned or otherwise transferred by Content Partner, in whole or in part, voluntarily or involuntarily, by operations of law or otherwise, without the prior written consent of UltraLearn.com, which assent will not be unreasonably withheld. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and, as applicable, their permitted respective heirs, executors, administrators, representatives, successors and assigns. In case of breach of this Agreement, each party shall be entitled to seek temporary, preliminary and final injunctive relief in a court of law. All notices and demands (collectively, a "Notice") between the parties shall be in writing and shall be provided: (i) by registered or certified mail, return receipt requested; (ii) by overnight courier service; or (iii) by email confirmed by regular mail. This Agreement and the relationship of the parties shall be governed by and construed in accordance with the laws of the State of Virginia without regard to its choice of law or conflict of law provisions. Jurisdiction and venue for all actions and claims relating to this Agreement or the relations of the parties will be exclusively in the federal and state courts within the State of Virginia. This Agreement is the complete and exclusive agreement between Content Partner and UltraLearn.com, superseding all other communications and agreements between the parties relating to this subject matter.