

EduPlex Ministries

Authoring Partnership License Agreement

IMPORTANT-READ CAREFULLY: This Authoring Partnership License Agreement ("Agreement") is a legal agreement between you ("The Partner") and EduPlex Ministries ("The Company") for use of the Company's Online Educational System as described in Appendix I ("The System") that The Company will provide to you as part of this Agreement. YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY REQUESTING AN AUTHOR AND/OR ADMINISTRATOR ACCOUNT ON THE COMPANY'S SYSTEM AND USING THE SYSTEM. IF YOU DO NOT AGREE, DO NOT REQUEST AN AUTHOR AND/OR ADMINISTRATION ACCOUNT OR USE THE SYSTEM.

1. **PURPOSE OF LICENSE**

The purpose of the Agreement is to set forth the terms governing the relationship between The Company and The Partner, with the goal of extending and enhancing the effectiveness of The Company's and The Partner's ministry, and with the additional goal of providing courseware in an appropriate format at no charge to the developing world, to meet the needs of the rapidly-growing and poorly-trained developing world church.

2. **STATEMENT OF FAITH**

The Partner has read and agrees not to undermine or contradict the EduPlex Statement of Faith in any material produced on The System. The Statement of Faith is appended to the Agreement as Appendix II. This Statement of Faith is designed to be a minimal definition of Christian faith. The Partner may have a more extensive and detailed Statement of Faith that will apply to any material or content provided by The Partner.

3. **THE COMPANY AGREES TO PROVIDE**

The Company agrees to provide access to The System at no cost to the Partner. The Company agrees to provide a private-label website as part of The System to the Partner at no cost to The Partner.

The Company agrees to collect student fees from course sales on The System, and to distribute the funds on a quarterly basis, according to the distribution plan created for each course as described in Appendix I and III.

The Company agrees to provide a certification process for developing-country students to ensure that the offer of free courses to developing countries is not misused. This certification process may also be provided by international ministry partners of The Company.

The Company agrees to provide a method for enabling a course reviewer to access the course contents without the limitations of the student process. However, this reviewer access may require that a reasonable fee be paid for the delivery of content to the reviewer. In this case, the fee will be deducted from The Partner's account on the system.

4. THE PARTNER AGREES

The Partner agrees to create at least 1 course over a period of 12 months after receiving access to The System.

The Partner understands that courses that utilize multimedia content and offer mentoring will typically be more interesting and will have higher impact than courses without multimedia content.

The Partner agrees that all courses provided by The Partner on The System will be placed into the Master Catalog, and further agrees that other partners of The Company may choose to place any or all of the courses provided by The Partner into their own private course catalog. The Partner agrees to allow The Company to pay a reseller fee from the student fee to any other partner who sells any of The Partner's courses on their own private-label site.

The Partner agrees to allow The Company to create copies of The Partner's courses for certified developing-country students at no charge to the student, and with no fees paid according to the distribution formula specified during the course development. The Partner is not required to offer mentoring services for such courses.

5. INDEMNIFICATION

The Partner agrees to indemnify and hold The Company harmless and to defend The Company, at The Partner's sole cost, from all claims and demands of every kind and nature arising in any manner from The Partner's negligence or activities, or arising out of the failure of The Partner to act in accordance with the terms of this Agreement.

The Company agrees to indemnify and hold The Partner harmless and to defend The Partner, at The Company's sole cost, from all claims and demands of every kind and nature arising in any manner from The Company's negligence or activities, or arising out of the failure of The Company to act in accordance with the terms of this agreement.

6. NONDISCLOSURE AND NONUSE OF CONFIDENTIAL INFORMATION

During the period of this Agreement, The Partner may become aware of confidential information regarding the technology used in The System, future plans for development of The System, or business plans of The Company. The Partner will not disclose, publish, or disseminate any such Confidential Information to anyone other than those of its employees with a need to know, and The Partner agrees to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information. The Partner agrees not to use Confidential Information beyond that specified in this Agreement otherwise for its own or any third party's benefit without the prior written approval of an authorized representative of The Company in each instance. The duty of confidentiality and restrictions of use survives termination of this Agreement will continue for a period of 3 years beyond the date of termination of this Agreement.

7. OWNERSHIP OF CONFIDENTIAL INFORMATION

All Confidential Information, and any Derivatives thereof remains the property of The Company and no license or other rights to Confidential Information is granted or implied hereby. For purposes of this Agreement, "Derivatives" shall mean: (i) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any improvement thereon; and (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret.

8. **EQUITABLE RELIEF**

The Partner hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to The Company that may be difficult to ascertain. Accordingly, The Partner agrees that The Company will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement in addition to any other rights and remedies it may have.

9. **OWNERSHIP OF COURSE CONTENT**

All Course Content provided by The Partner for use on The System, and any Derivatives thereof remains the property of The Partner and no license or other rights to Course Content is granted or implied hereby. As part of the protection of ownership of Course Content, The Company will provide a means for The Partner's copyright notice to appear on all course pages automatically upon provision by The Partner of such a notice.

10. **GRANT OF LICENSE**

The Company grants The Partner the following rights provided that The Partner complies with all terms and conditions of this Agreement: The Partner may install, use, access, display and run one copy of The System on a single computer, such as a workstation, laptop, terminal or other device ("Workstation Computer"). The System may not be used by more than one processor at any one time on any single Workstation Computer.

11. **DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.**

The System may utilize digital rights management (DRM) technology to protect the integrity of the Software or of proprietary components of the Software ("Secure Content") so that the intellectual property, including copyright, in The System is not misappropriated. Portions of this such as media players may use DRM to play Secure Content. If the DRM Software's security is compromised, owners of Secure Content ("Secure Content Owners") may request that The Company revoke The Partner's access to the course material.

12. **RESERVATION OF RIGHTS AND OWNERSHIP**

The Company reserves all rights not expressly granted to The Partner in this Agreement. The System is protected by copyright and other intellectual property laws and treaties. The Company or its suppliers own the title, copyright, and other intellectual property rights in The System. The System is licensed, not sold.

13. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY

The Partner may not reverse engineer, decompile, or disassemble The System, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

14. NO RENTAL/COMMERCIAL USE

The Partner may not rent, lease, or lend The System to others.

15. CONSENT TO USE OF DATA

The Partner agrees that The Company and its affiliates may collect and use technical information gathered as part of the product support and hosting services provided to The Partner, related to The System. The Company may use this information solely to improve our products or to provide customized services or technologies to The Partner and will not disclose this information in a form that personally identifies The Partner.

16. LINKS TO THIRD PARTY SITES

The System may link to third party sites through the use of the browser hyperlink function. The third party sites are not under the control of The Company, and The Company is not responsible for the contents of any third party sites, any links contained in third party sites, or any changes or updates to third party sites. The Company is not responsible for webcasting or any other form of transmission received from any third party sites. The Company is providing these links to third party sites to The Partner only as a convenience, and the inclusion of any link does not imply an endorsement by The Company of the third party site.

17. ADDITIONAL SOFTWARE/SERVICES

This Agreement applies to updates, supplements, add-on components, or Internet-based services components, of The System that The Company may provide to The Partner or make available to The Partner after the date The Partner obtains initial access of The System, unless we provide other terms along with the update, supplement, add-on component, or Internet-based services component

18. INTERACTIONS WITH OTHER USERS:

The System may enable links or connections to mentors whose function is to assist and facilitate learning course material, and other users or students also using The System. Mentors may be provided by The Company or by affiliates of The Company, and are offered as a service. The Partner agrees to hold The Company harmless for any issues The Partner may experience in relationship with a mentor or another student using the Software. The Company offers all communication services between Software users and mentors on an "AS IS" basis, and is not liable for any damages from personal interactions on The System. All users of The System are expected to act in an adult and congenial manner when interacting with other users, and The Company cannot be held liable for statements, suggestions, or directions made by other users or mentors.

19. NOT FOR RESALE

The System is not for resale and may not be sold or otherwise transferred for value, or used for any purpose other than its primary purpose as an educational experience.

20. **TERMINATION**

Without prejudice to any other rights, The Company may terminate this Agreement if The Partner fails to comply with the terms and conditions of this Agreement. In such event, The Partner must destroy all copies or printouts of The System and all of its component parts. Any failure to destroy any copies of The System and its components after termination will be a breach of this Agreement and could subject The Partner to legal penalties and/or a suit for damages.

21. **LIMITED WARRANTY FOR SOFTWARE ACQUIRED IN THE US AND CANADA.**

The Company warrants that The System will perform substantially in accordance with the description in Appendix I for a period of ninety (90) days from the date of receipt. If an implied warranty or condition is created by The Partner's state /jurisdiction and federal or state/provincial law prohibits disclaimer of it, The Partner also have an implied warranty or condition, **BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (NINETY DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY-DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND EXCEPT AS ANY EXCLUSION OF WARRANTIES IS LIMITED BY APPLICABLE LAWS.** Any supplements or updates to The System, including without limitation, any (if any) service packs or hot fixes provided to The Partner after the expiration of the ninety day Limited Warranty period are not covered by any warranty or condition, express, implied or statutory, except as exclusion of conditions or warranties is limited by law.

22. **LIMITATION ON REMEDIES; NO CONSEQUENTIAL OR OTHER DAMAGES.**

The Partner's exclusive remedy for any breach of this Limited Warranty is as set forth below. **THE PARTNER IS NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES,** if The System does not meet The Company's Limited Warranty, and, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose. The terms of Section 25 ("Exclusion of Incidental, Consequential and Certain Other Damages") are also incorporated into this Limited Warranty. Some states /jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to The Partner. This Limited Warranty gives The Partner specific legal rights. The Partner may have other rights which vary from state/jurisdiction to state/jurisdiction.

23. **THE PARTNER'S EXCLUSIVE REMEDY**

The Company's and its suppliers' entire liability and The Partner's exclusive remedy for any breach of this Limited Warranty or for any other breach of this Agreement or for any other liability relating to The System shall be, at The Company's option from time to time exercised subject to applicable law, (a) return of the amount paid (if any) for The System, or (b) repair or replacement of The System, that does not meet this Limited Warranty. The Partner will receive the remedy elected by The Company without charge, except that The Partner is responsible for any other expenses The Partner may incur. This Limited

Warranty is void if failure of The System has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement of The System will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer, and The Company will use commercially reasonable efforts to provide The Partner remedy within a commercially reasonable time of The Partner's compliance with The Company's warranty remedy procedures.

24. **DISCLAIMER OF WARRANTIES.**

The Limited Warranty that appears above is the only express warranty made to The Partner and is provided in lieu of any other express warranties or similar obligations (if any) created by any advertising, documentation, packaging, or other communications. Except for the Limited Warranty and to the maximum extent permitted by applicable law, The Company and its suppliers provide The System and support services (if any) AS IS AND WITH ALL FAULTS, and hereby disclaim all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to The System, and the provision of or failure to provide support or other services, information, software, and related content through The System or otherwise arising out of the use of The System. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SYSTEM.

25. **EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SYSTEM, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SYSTEM OR OTHERWISE ARISING OUT OF THE USE OF THE SYSTEM, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF THE COMPANY OR ANY SUPPLIER, AND EVEN IF THE COMPANY OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

26. **LIMITATION OF LIABILITY AND REMEDIES**

Notwithstanding any damages that The Partner might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of The Company and any of its suppliers under any provision of this Agreement and The Partner's exclusive remedy hereunder (except for any remedy of repair or replacement elected by The Company with respect to any breach of the Limited Warranty) shall be limited to the greater of the actual damages The Partner incurs in reasonable reliance on The System up to the amount actually paid by The Partner for The System or US\$5.00. The foregoing limitations, exclusions and disclaimers (including Sections 15, 16 and 17) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

27. U.S. GOVERNMENT LICENSE RIGHTS

The System if provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described elsewhere herein. The System if provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with "Restricted Rights" as provided for in FAR, 48 CFR 52.227 -14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.

28. APPLICABLE LAW

The parties agree that this Agreement is governed by the laws of the State of Nevada and that venue for any dispute shall be in Nevada state court.

29. ENTIRE AGREEMENT; SEVERABILITY

This Agreement (including any addendum or amendment to this Agreement which is included with The System) is the entire agreement between The Partner and The Company relating to The System and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to The System or any other subject matter covered by this Agreement. To the extent the terms of any of The Company's policies or programs for support services conflict with the terms of this Agreement, the terms of this Agreement shall control. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

Appendix I: Description of Software Being Licensed

The Software covered under this license includes the following items:

1. **Courseware Authoring System**, including means to create online courses with text, graphics, images, downloadable files and multimedia components, and the ability to create various types of exams, quizzes, and mentor-student interactions.
2. **Online Documentation**, including help pages for courseware authoring functions.
3. **Private Label Website**, utilizing The Partner's company logo and a color scheme similar to the one used by The Partner's company website, and can be accessed from The Partner's website using a special code that will be provided to The Partner by The Company.
4. **Private Course Catalog** included with The Partner's private label website with administration controls to set which of the available courses in the Company's Master Catalog The Partner wishes to include in the catalog that appears as part of The Partner's Private Label Website.
5. **Administration Controls**, enabling The Partner to manage their private label website, offer coupons for special uses of any courseware The Partner creates, control mentor assignment for any courses The Partner offers with mentoring, and view student and financial reports.
6. **E-Commerce and Pricing System** for collecting funds from students, and distributing according to a disbursement plan associated with each course, where a reseller fee and service fee are set by the Company, and sale price and mentor fee (if any) are set by The Partner. Funds due to The Partner, resellers, and mentors are paid quarterly by The Company. Standard fees are disclosed in Appendix III of this Agreement.
7. **Mentoring System**, including tools for reviewing student work and interacting with the student in various ways for the purpose of increasing the effectiveness of the course material.
8. **Student Playback System** capable of providing access to The Partner's course material for students in a controlled and access-protected environment.
9. **All Other Components or Tools** included in the online education system that cannot be accessed without an author level or administrator level account provided as part of this Agreement to The Partner.

Appendix II: EduPlex Ministries Statement of Faith

- We believe the Bible to be the inspired, the only infallible, authoritative Word of God.
- We believe that there is one God, eternally existent in three persons: Father, Son and Holy Spirit.
- We believe in the deity of our Lord Jesus Christ, in His virgin birth, in His sinless life, in His miracles, in His vicarious and atoning death through His shed blood, in His bodily resurrection, in His ascension to the right hand of the Father, and in His personal return in power and glory.
- We believe that for the salvation of lost and sinful people, regeneration by the Holy Spirit is absolutely essential.
- We believe in the present ministry of the Holy Spirit by whose indwelling the Christian is enabled to live a godly life.
- We believe in the resurrection of both the saved and the lost; they that are saved unto the resurrection of life and they that are lost unto the resurrection of damnation.
- We believe in the spiritual unity of believers in our Lord Jesus Christ.

Note: the above statement of faith from the National Association of Evangelicals

Appendix III: Standard Fees

The standard fee structure is shown below. These fees can be changed at any time by The Company. Typically, a 30-day notice period will be given for any changes:

Course Price: Set by the course author. This is the price a student pays for the course, unless a discount or other coupon is issued by the course author.

Reseller Fee: 20% of course price paid by the student, paid to the private label owner that sells any given course

Service Fee: 30% of course price paid by the student, or \$3 minimum, retained by The Company to cover the cost of maintaining the system, providing storage and bandwidth, and other services, such as messaging and video conferencing.

Available Funds: The funds remaining after the reseller and service fees are first used to pay any mentor fee. Whatever is left is paid to the author or author's institution.

Mentor Fee: Set by the course author in dollars. Mentors must be paid a minimum of \$1 to trigger the mentoring component of the system. If no fee is set, no mentors are assigned.

Author Income: Typically 50% or 70% of the course price is paid to the author or the author's institution, depending on which website sells the course. Mentor fees are taken out of this amount, as described above.

Example 1: The Partner sells its own course on its private label website:

Course Price: \$50

Reseller Fee: \$10 goes to The Partner

Service Fee: \$15 goes to The Company

Income: \$25 goes to The Partner

The Partner receives \$35 income from the course sale

Example 2: Another Partner sells a course created by The Partner:

Course Price: \$50

Reseller Fee: \$10 goes to the Other Partner

Service Fee: \$15 goes to The Company

Income: \$25 goes to The Partner

The Partner receives \$25 income from the course sale

Example 3: The Partner sells its mentored course:

Course Price \$100

Reseller Fee: \$20 goes to The Partner

Service Fee: \$30 goes to The Company

Mentor Fee: \$20 (set by The Partner) goes to the mentor

Income: \$30 goes to The Partner

The Partner earns \$50 income from the course sale. If the mentor works for The Partner, then effectively The Partner receives \$70, \$20 directly to the mentor.

Example 4: Another Partner sells The Partner's mentored course:

Course Price \$100

Reseller Fee: \$20 goes to the Other Partner

Service Fee: \$30 goes to The Company

Mentor Fee: \$20 (set by The Partner) goes to the mentor

Income: \$30 goes to The Partner

The Partner earns \$30 income from the course sale. If the mentor works for The Partner, then effectively The Partner receives \$50, \$20 directly to the mentor.

Example 5: The Partner Sell another Partner's course:

Course Price \$50

Reseller Fee: \$10 goes to The Partner

Service Fee: \$15 goes to The Company

Income: \$25 goes to the Other Partner

The Partner earns \$10 for selling the course

The Other Partner receives \$25 for the course