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An Agreement between PDHonline.org and Course Provider

Provider Name:	James C. Smolka	Date:	December 6, 2012
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Agreement Terms

- A. GENERAL. This Agreement is between you (the "Course Provider") and the PDHonline.org, Inc. (the "Service" or the "Website(s)"). PDHonline.org reserves the right, in its discretion, to change or modify all or any part of this agreement at any time. Such modifications shall become effective upon your agreement to the proposed modifications. Your continued use of the Service constitutes your binding acceptance of this Agreement, including any changes or modifications made by PDHonline.org as permitted above.
- B. TERMINATION OF AGREEMENT. (1) If PDHonline.org fails to list your course as an available online course during any three-month period (unlisted for more than 90 days) after it has been accepted for publication, our rights under this Agreement shall terminate. (2) Once your course materials are accepted for publication by PDHonline.org, you agree that each of your courses will remain on our Website(s) for ten years (the Initial Commitment Period) from the date of acceptance unless PDHonline.org terminates this Agreement. (3) Following the Initial Commitment Period, this Agreement shall automatically renew for additional one-year terms unless written notice is given by either party at least sixty (60) days prior to the expiration of the then-current term. (4) PDHonline.org reserves the right, in its sole discretion, to restrict, suspend or terminate your access to all or any part of the Service at any time for any violation of this Agreement without prior notice or liability. (5) PDHonline.org reserves the right, in its sole discretion, to terminate this Agreement at any time with or without cause. (6) PDHonline.org shall process the outstanding revenue sharing payment due to you within 90 days of the termination.
- C. COURSE PROVIDER-CREATED CONTENT. (1) PDHonline.org acknowledges that you own the rights to your own Content (course materials) that you submit to PDHonline.org. However, you hereby grant to PDHonline.org, its successors and assigns, the exclusive right and the transferable license to publish, sell, distribute, translate, edit, modify, copy, and otherwise use any Content that you submit to, and are accepted by PDHonline.org, in any medium, and to sublicense such right to third parties. (2) You hereby represent and warrant that you are authorized to grant all rights set forth in the preceding sentence.
- D. JOINTLY-CREATED CONTENT. (1) You agree that PDHonline.org shall own the jointly-created multimedia products based on your course materials, audio/video recordings or seminars if you agree to develop such products with PDHonline.org. (2) PDHonline.org agrees to provide you the necessary technical advice for you to complete the audio/video course recording at no cost to you. (3) You agree to provide PDHonline.org the audio/video recordings in digital format and the required text and graphic inserts in electronic format. (4) PDHonline.org agrees to produce the multimedia products, including the audio/video

(see next page)

The entire Agreement consists of Clauses A through S. Receipt of signed Agreement, including by Fax, constitutes a legal document between PDHonline.org and PDHonline Course Provider.

Offered by: PDHonline.org, Inc. (PDHonline.org)

Accepted by:

(Signature)

(Date)

John C. Huang President December 6, 2012
 (Printed Name) (Title) (Date)

(Printed Name) (Title)

editing, at no cost to you. (5) PDHonline.org agrees to pay you the same revenue sharing percentage as described in this Agreement for the commercial use of jointly-produced multimedia products as the one for your regular online courses.

- E. **USE OF NON COURSE PROVIDER-CREATED CONTENT.** (1) You acknowledge that the Service may contain information services, information, interactive forums, software, photographs, audio and video clips, graphics and other content (collectively, "PDHonline Content") that is protected by copyright, trademark or other proprietary rights of PDHonline.org. In addition, the Service may contain information, online courses and other content provided by third parties ("Third Party Content", together with "PDHonline Content", the "Content") that is protected by copyright, trademark or other proprietary rights of such parties. All Content on the Service is copyrighted as a collective work of PDHonline.org pursuant to applicable copyright law. You agree to comply with any additional copyright notices, information, or restrictions contained in any Content available on or accessed through the Service. Except as expressly permitted by the copyright laws, no copying, storage, redistribution or publication of the Content is permitted without the express permission of PDHonline.org.
- F. **CONTENT RESTRICTIONS.** (1) You shall not upload to, or distribute or otherwise publish through, the Service any Content (including any courses created by you) that (i) is libelous, defamatory, obscene, discriminatory, profane, pornographic, abusive, harassing or threatening, (ii) contains viruses or other contaminating or destructive features, (iii) violates the rights of others, such as Content which infringes any copyright, trademark, patent, trade secret or violates any right of privacy or publicity, (iv) contains material not relevant or otherwise inappropriate to the subject matter, or (v) otherwise violates any applicable law. (2) You shall not use the Service for any commercial purpose and shall not distribute over the Service any advertising or solicitation of funds or goods and services without the express written consent of PDHonline.org.
- G. **MANAGING CONTENT.** (1) PDHonline.org reserves the right to reject, delete, move or edit any Content it deems unacceptable (including courses created by you) without prior notice for any reason or for no reason at all. PDHonline.org shall have the right, but not the obligation, to correct any errors or omissions in any Content, as it may determine in its sole discretion. (2) PDHonline.org may not change the technical content of the course materials without the Provider's written permission.
- H. **REVENUE SHARING.** (1) In consideration of the grant of license and all other rights set forth in this Agreement, PDHonline.org will pay you 30% of the Net Revenue generated by your online courses through our Website(s) and other revenue-generating channels. (2) For purposes of revenue sharing distribution, Net Revenue = Gross Revenue - Third Party Sales Commission - Shipping & Handling Charge. "Gross Revenue" means the amounts recognized as revenue by PDHonline.org for access to and use of your online courses through the Website(s) and other revenue-generating channels, and less refunds actually paid or credits provided through the promotional offerings. "Third Party Sales Commission" means the commission paid to the third party through our affiliate or partnership program. "Shipping & Handling Charge" means the fees collected for shipping and handling purpose in the case the course materials have to be shipped. (3) Revenue sharing payment shall be made quarterly within 30 days following the end of each calendar quarter. PDHonline.org will also provide you with a report showing the number of your courses sold, total net revenue and the amount of revenue sharing due. (4) PDHonline.org will allow you to monitor the sales of your courses in real time. (5) PDHonline.org reserves the right to correct or adjust sales records caused by omission, false transactions, cancelled or refunded transactions and other human or computer errors. (6) You agree that we may demonstrate your online courses and make excerpts of your online courses available at no charge to potential customers solely for preview and marketing purposes. (7) You agree that we may offer your course(s) free of charge occasionally as a part of our customer satisfaction guarantee program.
- I. **COURSE PROVIDER INFORMATION.** (1) You must provide accurate, complete, and current information, including registration status and qualification, about yourself. (2) You agree to provide PDHonline.org with any of that information promptly after any such changes occur.
- J. **COURSE PROVIDER RESPONSIBILITY.** (1) You agree to submit complete course materials in electronic format. Complete course materials include, but are not limited to, course outline, learning objectives, course introduction, course content, course summary, additional resources (references and/or related links), graphic images related to content, quiz questions with answers, and your biography. (2) You agree to test the beta-version of your online course and quiz as a part of PDHonline quality assurance program. (3) You agree to respond to questions submitted by your online course attendees in a timely fashion. You also agree to submit a copy of your response in electronic format to PDHonline.org for records. Although the information on our Website(s) is designed to provide accurate and authoritative information in regard to the subject matter covered, it is provided with the understanding that PDHonline.org is not engaged in rendering engineering or other professional service. Therefore, you shall not discuss questions related to a specific project with any attendee as a PDHonline Course Provider. (4) You agree to review and update (if necessary) your online course(s) at least on an annual basis. (5) Your right to use the Service is personal to you and cannot be transferred to any other person. (6) You are responsible for all use of your account under any password by any person whether or not authorized by you and for ensuring that all use of your account complies with this Agreement. (7) You agree not to reveal to anyone the access codes or security codes provided to you for access to your course(s) and/or our server.

- K. **COURSE PROVIDER EXPENSES.** (1) You shall assume all the costs involved in developing and updating your online course(s). (2) You shall assume all the costs involved in delivering your online course materials to PDHonline.org. (3) You shall be responsible for obtaining computer equipment and other products or services necessary for you to access and use the Service. (4) You shall be responsible for obtaining audio/video equipment and other products or services necessary to record your audio/video course materials.
- L. **COURSE PROVIDER STATUS.** In performing under this Agreement, you will operate as and have the status of an independent Consultant and will not act as or be an employee or agent of PDHonline.org, Inc.
- M. **COURSE PUBLISHING.** (1) Once your course materials are accepted by PDHonline.org, we agree to implement and publish your online course(s) on the Internet at no cost to you. (2) PDHonline.org agrees to assist you in developing HTML and PDF files using the electronic content submitted by you. (3) PDHonline.org will use its best efforts to complete the online implementation within 60 days after you submit the complete online course materials.
- N. **COURSE HOSTING AND ADMINISTERING.** PDHonline.org agrees to host, maintain and administer your online course(s) at no cost to you.
- O. **COURSE CREDITS.** (1) You agree to provide PDHonline.org the recommended number of PDH credits for your online course(s). (2) PDHonline.org shall have the right to establish or adjust the number of PDH credits awarded for your online course(s) in its sole discretion.
- P. **COURSE PRICING.** (1) PDHonline.org shall have the right to set the price for your online course(s). (2) PDHonline.org shall have the right to offer discounted price for your online course(s) during the promotional events. (3) PDHonline.org shall have the right to offer discounted price for your online course(s) to individuals and members of private, public and government entities. (4) PDHonline.org shall have the right to use your online course(s) for pilot studies and for free trials. (5) PDHonline.org shall have the right to change the price of your online course(s) at any time based on market conditions. (6) PDHonline.org is not required to notify you when the price change occurs.
- Q. **INDEMNITY.** (1) You agree to hold harmless and indemnify PDHonline.org and its officers, directors, owners, agents, Content providers, affiliates and licensors (collectively, the "PDHonline Parties") against all claims, losses, court fees, and attorney fees arising from the Content provided by you under this Agreement.
- R. **DISCLAIMER OF WARRANTIES.** (1) PDHonline.org does not warrant that the service will be uninterrupted or error-free; nor does PDHonline.org make any warranty as to the results to be obtained from use of the Service or the Content. The Service and the Content are distributed on an "as is, as available" basis. PDHonline.org makes no warranties of any kind, either express or implied, including, without limitation, warranties or implied warranties of merchantability or fitness for a particular purpose, with respect to the service, any content or any products sold through the Service. You expressly agree that the entire responsibility as to the accuracy or completeness of your Content is assumed solely by you. (2) PDHonline.org shall not be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of or inability to use the Service by a customer.
- S. **MISCELLANEOUS.** (1) This Agreement shall be governed by the laws of the State of Virginia. (2) If any provision of this Agreement conflicts with governing laws, or is held to be invalid or unenforceable by a court with appropriate jurisdiction, the provision will be restated to reflect as nearly as possible the intentions of the parties within the bounds of the governing law, and the remainder of this Agreement shall not be affected thereby. (3) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter. (4) This Agreement may not be amended except in writing signed by both parties and no waiver by either party shall be deemed a waiver of any preceding or subsequent breach or default. (5) This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns, and personal representatives.

End of Agreement