

COURSE LICENSE AGREEMENT

This Master Use License Agreement for VOMI Course Providers (the "Agreement") is entered into on _____ ("Effective Date") by and between Virtual Organization Management Institute ("VOMI") a California corporation and _____ ("Licensee") a _____. The parties agree as follows:

I. DEFINITIONS

VOMI means Virtual Organization Management Institute

NWES means NetWEB Elite Solutions, Inc.

Act shall have the meaning set forth in Section IV, B.

*MVOMT*TM means Master Virtual Organization Management Trainer, a designation offered by VOMI.

*MVORT*TM means Master Virtual Organization Recruitment Trainer, a designation offered by VOMI.

*CVOA*TM means Chief Virtual Organization Architect, a designation offered by VOMI.

*VOMC*TM means Virtual Organization Management Consultant, a designation offered by VOMI.

*VOMAT*TM means Virtual Organization Management Trainer, a designation offered by VOMI.

*VORT*TM means Virtual Organization Recruitment Trainer, a designation offered by VOMI.

*VOC*TM means Virtual Organization Consultant, a certificate program offered by VOMI.

*VOR*TM means Virtual Organization Recruiter, a certificate program offered by VOMI.

*VOA*TM means Virtual Organization Associate, a certificate program offered by VOMI.

MRP means Minimum Retail Pricing in \$US for courses and events offered by VOMI.

VOMI Course means Virtual Organization Management Institute course.

VOMI Courseware shall mean all courses and or events listed below with Minimum Retail Pricing information, and such other courses and events VOMI may, subsequent to the execution

of this Agreement, add to the current list during the Term of this Agreement:

- *Virtualization Lexicon* (1 hour course -MRP \$219)
- *Virtual Organization 101: What is a Virtual Organization?* (1 hour course - MRP \$219)
- *What is Virtual Organization Management?* (1 hour course -MRP \$219)
- *Virtual Organization Recruitment: How to Recruit 21st Century Talent Able to Adapt & Thrive in a Virtual Environment* (1 hour - MRP \$219)
- *Virtual Internship 101: How to Adapt & Thrive in a Virtual Environment* (1 hour course - MRP \$219)
- *Virtual Organization Recruitment: Best Practices, Policies and Procedures* (1 day [6 hour] course - MRP \$1295)
- *Virtual Organization Fundamentals* (1 day [6 hour] course - MRP \$1295)
- *Virtual Organization Insourcing & Training* (1 day [6 hour] course - MRP \$1295)
- *From Virtual Chaos to Managing a Virtual Organization* (1 day [6 hour] course - MRP \$1295)
- *Managing the Transition to Strategic VOM Business Partner* (1 day [6 hour] course - MRP \$1295)
- *Managing the Transition to Strategic VOR Business Partner* (1 day [6 hour] course - MRP \$1295)
- *Virtualization of the Workforce: Managing the Transition* (3 hour course - MRP \$895)
- *Virtualization of the Workspace: Making the Right Choice* (3 hour course - MRP \$895)
- *Virtualization Convergence: The Holy Grail* (3 hour course - MRP \$895)
- *Global Dimensions of Virtual Organization Management* (1 day [6 hour] - MRP \$3495)
- *Global Aspects of Virtual Organization Recruitment* (1 day [6 hour] - MRP \$3495)
- *Integrating Virtual Organization Management with Organizational Change Management* (1 day [6 hour] - MRP \$3495)
- *Making the Case for a Chief Virtual Organization Architect and Inclusion in the Boardroom* (1 day [6 hour] - MRP \$3495)
- *Training The VOM Trainer* (1 day [6 hour] - MRP \$3495)
- *Training The VOR Trainer* (1 day [6 hour] - MRP \$3495)

VOMI Course Materials means all materials and subsequent updates to the VOMI Courseware, including without limitation, promotional materials, course outlines, instructor manuals, participant guides, PowerPoint documents and other visuals, exams, answer sheets, student rosters, student data forms, student evaluation forms, VOMI Marks and related rules of usage, VOMI membership and designation/certification requirements, and VOMI Course presentation policies and procedures.

Course Provider Website (“*CP Website*”) means the website on which VOMI will post all VOMI Course Materials and from which Licensee may download same, pursuant to Section IV, E of this Agreement.

Course Schedule means the schedule of courses that VOMI posts and maintains at www.VirtualOrganizationInstitute.com and on the CP Website.

Effective Date shall have the meaning set forth in the introductory paragraph of this Agreement.

Marks means an entity’s name, logo, membership marks, trademarks, trade names and all other forms of branding.

VOMI Affiliate means any of the following:

NetWEB Elite Solutions, Inc.
Virtual Organization Management Certification Institute (VOMCI®)
Any other organization directly affiliated with VOMI

VirtualOrganizationInstitute.com or *VirtualOrganizationManagementInstitute.com* means VOMI's primary website.

Term means the term of this Agreement, beginning with the Effective Date and ending twelve (12) months thereafter.

II. VOMI COURSES

A. License.

1. VOMI hereby grants to Licensee a non-exclusive, non-transferable license and right to use the copyrighted VOMI Course Materials for VOMI Courses, and any modifications thereto that are subsequently made by VOMI during the Term, strictly in accordance with the terms and conditions set forth herein and for no other purposes.
2. The license shall terminate contemporaneously with the expiration or earlier termination of this Agreement.
3. Licensee expressly acknowledges VOMI's ownership of all rights, title and interest, including copyrights, in the VOMI Course Materials, except where the copyright of another party is expressly noted. Unless otherwise noted, all materials, including, but not limited to all text, editorial content, images, graphics, logos, illustrations, photographs, video, audio, and other materials, as well as the designs, icons, layout, "look and feel," and all other graphical elements of this Web site and all related code and software, and all copyrights, trademarks, service marks, tradenames, patents and other intellectual property rights in any of the foregoing (collectively, the "VOMI Course Materials") are the sole and exclusive property of VOMI (or its subsidiaries, affiliates, or designees) or its third-party licensors, and are protected by U.S. laws and international treaties. By indicating that you accept these terms, you do not become the owner of the VOMI Course Materials, but are entitled to use them as specifically permitted under the terms of this Agreement and subject to all additional intellectual property notices, information or restrictions accessed through this Web site.
4. Licensee may not use VOMI and VOMCI Marks for any purpose other than in conjunction with the presentation and promotion of VOMI Courses.
5. **VOMI MAKES NO WARRANTY THAT EVERY VOMI COURSE THAT IS CURRENTLY AVAILABLE UNDER THIS LICENSE WILL BE AVAILABLE THROUGHOUT THE TERM OF THIS AGREEMENT.** VOMI shall notify Licensee if any new VOMI Courses become available under this license.

6. Licensee may not commingle or bundle VOMI Courses with non-VOMI Courses for presentation to course participants.

B. Royalty/Dues Payments.

1. Licensee shall pay to VOMI a royalty payment of ____% of course or event charges on a per person-per course or per person-per event basis.

C. Designations and Certificates.

1. VOMI shall post respective designation/certification requirements on the CP Website and Licensee shall make all aware of same.
2. Licensee shall utilize the relevant Course Participant Data Form to obtain registration information required pursuant to Section IV, I, 1 of this Agreement and to apprise students of various policies and requirements.
3. Licensee, although authorized to present and teach all VOMI Courseware, is prohibited from issuing official certificates or designations to any students or course participants. Furthermore, Licensee is restricted from administering any manual tests or exams and/or grading such tests or exams manually. All such tests and exams, including any academic or project practicums, must be taken online directly from the CP Website and graded by VOMI personnel. These test or exam results are then posted to the CP Website and the appropriate certificate or designation is then directly awarded by VOMI to the student or course participant.

D. Indemnification. Licensee shall indemnify, defend and hold harmless VOMI and their respective officers, directors, members, agents and employees from and against all liabilities, claims, costs and expenses (including attorney's fees), arising out of or in connection with its presentation of any VOMI Course, including without limitation any allegations of: (1) defamation; (2) noncompliance with Title III of the Americans With Disabilities Act; (3) harassment, unlawful discrimination or other misconduct; and (4) infringement of the intellectual property rights of third parties arising from authorized or unauthorized changes made to the VOMI Courses by Licensee;

VOMI shall indemnify, defend and hold harmless Licensee and its respective officers, directors, agents and employees from and against all liabilities, claims, costs and expenses (including attorney's fees), arising out of or in connection with an allegation that any VOMI Course, as provided by VOMI, infringed on the intellectual property rights of third parties or that any VOMI Course, as provided by VOMI, was inaccurate or misleading.

E. Communications with VOMI Regarding VOMI Courses.

1. Licensee shall direct all questions, requests for approvals, notices, reports and other communications regarding VOMI Courses to VOMI.
2. Licensee understands and acknowledges that in all matters involving VOMI Courses that require approval, including without limitation permission to customize the

VOMI Course Materials or to use promotional materials developed by Licensee, VOMI must first grant approval.

III. LICENSING FEES

- A. **Licensing Fee.** As a new VOMI course provider, Licensee shall pay to VOMI, upon execution of this Agreement, a non-refundable, non-transferable licensing fee of one hundred thousand US dollars (\$100,000.00).
- B. **Licensing Renewal Fee .** Upon expiration of this Agreement, VOMI may, if Licensee meets the prerequisites set forth in Section C below, offer Licensee an opportunity to enter into a new one-year license agreement for the presentation of VOMI Courses on such other terms and conditions as VOMI then requires.
- C. **Prerequisites for Preferential Licensing Fee.**
 - 1. Licensee is current in its payments of all royalty/dues payments for VOMI Courses; and
 - 2. Licensee has not otherwise breached this Agreement.

IV. LOGISTICS FOR ALL COURSES

- A. **Classroom Logistics.** Licensee shall present the VOMI Courses in an appropriate format suitable for: (1) Instructor-led, Audio-On the Web delivery; (2) Live SemiNWESs at public venues; (3) Live Conferences at public venues; (4) Onsite Training Sessions at Client's location or at public venues; (5) and Live Experiential Practicums and shall be responsible for all logistical details in connection with said presentation, including, without limitation: (1) classroom or workshop or event set-up and facilities; (2) multimedia; (3) high-speed internet access; (4) all audio-visual equipment; (5) web-based collaboration tools; and (5) refreshments, when appropriate.
- B. **Americans With Disabilities Act.** Licensee acknowledges that its presentation of VOMI Courses is covered by Title III of the Americans with Disabilities Act (“The Act”) and in this connection, warrants that its goods, services, facilities, privileges, advantages and accommodations are and will be in full compliance, to the extent applicable, with the Act and any regulations or guidelines pursuant thereto or as hereafter supplemented or amended. Such compliance shall be inclusive of, but not limited to, accessible and barrier-free meeting and classroom space, and auxiliary aids and/or services reasonably requested by prospective course participants.
- C. **VOMI Course Promotions.**
 - 1. VOMI shall post information regarding VOMI Course presentations offered by Licensee on VirtualOrganizationInstitute.com.
 - 2. Licensee may, at its own discretion, post such information on its website as well.

3. Licensee shall be responsible for all other promotion, marketing and advertising of its VOMI Course presentations.
4. Licensee may use any promotional materials that are provided on the CP Website, but may make no material modifications of same without VOMI's prior written approval.
5. Licensee may also, at its own cost, develop its own promotional materials, subject to VOMI's prior written approval. Said materials shall include VOMI and VOMCI branding. All such branding shall be consistent with all rules for use of VOMI, VOMCI and NWES Marks that are set forth on the CP Website. Licensee shall seek approval for its promotional materials at least twenty (20) days prior to any deadline VOMI shall require.

D. Instructors.

1. Licensee shall contact, negotiate with, retain and compensate all instructors directly.
2. Each new instructor is required to sign up for and complete the full series of courses required to obtain the **Master Virtual Organization Management Trainer (MVOMT™)** or **Master Virtual Organization Recruitment Trainer (MVORT™)** designation. The MVOMT or MVORT designation is required in order to be qualified to teach or present our courses on virtual organization management and virtual organization recruitment.
3. All instructors must be approved by VOMI prior to being identified by Licensee as the instructor for a VOMI Course. Instructors whose names, as of the date a VOMI Course is scheduled, are listed on the CP Website as approved to teach a specific VOMI Course shall be deemed approved by VOMI to teach said VOMI Course.
3. If VOMI removes an instructor that Licensee has engaged to teach a scheduled VOMI Course from its approved list, VOMI shall promptly contact Licensee to discuss alternative arrangements. VOMI shall have the right to require that the unapproved instructor not be allowed to teach the scheduled Course and shall have no financial responsibility with respect to any monies owed by Licensee to said unapproved instructor.
4. Licensee shall communicate and enforce all VOMI policies regarding instructor certification and recertification, as set forth on VirtualOrganizationInstitute.com.
5. Licensee shall require all instructors to warrant that they will:
 - a. throughout the presentation of a VOMI Course, conduct themselves in a professional and ethical manner and will not engage in any behavior or speech that is inappropriate, defamatory, obscene or unlawful, including without limitation any behavior that constitutes harassment or discrimination based on race, sex, religion, age, national origin, disability or of any kind whatsoever;
 - b. not, without the advance written permission of VOMI, engage in selling or promoting, for personal or third party gain or benefit, any product or service during a VOMI Course. (For example, instructors may not provide order forms

directly to students. The mentioning, however, of an upcoming virtual organization management-related course during a VOMI Course presentation shall not constitute a violation of this provision); and

- c. not reproduce, distribute, modify or otherwise use any of the VOMI Course Materials except as authorized by VOMI in accordance with the terms and conditions Licensee has agreed to herein.
6. Licensee shall notify VOMI of any alleged violations of Section 5 above and shall cooperate fully with VOMI in any investigations or disciplinary actions with respect to such violations.

E. VOMI Course Materials.

1. Upon execution of this Agreement, Licensee may download, from the CP Website, VOMI Course Materials for any VOMI Course that Licensee, pursuant to this Agreement, has permission to present.
2. VOMI shall, from time-to-time, post updated versions of VOMI Course Materials on the CP Website and post notice of same. **LICENSEE IS RESPONSIBLE FOR DOWNLOADING AND REPRODUCING THE MOST RECENT VERSION OF ALL VOMI COURSE MATERIALS, INCLUDING WITHOUT LIMITATION EXAMS , AND MUST CHECK SAID WEBSITE IMMEDIATELY PRIOR TO REPRODUCING ANY COURSE MATERIALS. SUCH REPRODUCTION MUST BE DONE AS CLOSE IN TIME TO THE RESPECTIVE COURSE PRESENTATION AS FEASIBLE. VOMI SHALL HAVE NO LIABILITY FOR ANY CONSEQUENCES WHATSOEVER ARISING OUT OF LICENSEE'S FAILURE TO DOWNLOAD THE PROPER VERSION OF THE VOMI COURSE MATERIALS.**
3. Licensee may reproduce and distribute said VOMI Course Materials for the purposes set forth herein, limited to one copy per instructor and one copy per student registered for the VOMI Course presentation. Licensee may not otherwise display, reproduce or distribute the VOMI Course Materials without the prior written approval of VOMI.
4. Licensee may provide passwords and instructions on downloading the VOMI Course Materials only to those persons who are directly involved with the reproduction of the VOMI Course Materials and shall be responsible for any misuse of the VOMI Course Materials by said persons.
5. Upon expiration or termination of this Agreement, or of the license of VOMI Courseware pursuant to Section II, A, 2 of this Agreement, Licensee shall promptly destroy any copies of VOMI Course Materials it has downloaded or reproduced.

F. Restrictions on Modifications and Customizations.

1. Except as set forth in this Section F. of this Agreement, Licensee may make no change, alteration or modification to any VOMI Course Materials without the prior written approval of VOMI; neither shall it create any derivative works from VOMI Course Materials.
2. Licensee may, however, add local and regional examples to PowerPoint presentations, if any, included in VOMI Course Materials.
3. Notwithstanding anything to the contrary stated in this Agreement, you are not permitted to copy, reproduce, modify, republish, upload, download, post, sell, lease, license, rent, transfer or in any manner distribute or otherwise use or permit others to use any Materials or any copies thereof. You must not reverse engineer, decompile or disassemble any Materials.

G. Registration and Tuition Fees. Licensee shall conduct all registrations for each VOMI Course it presents. Licensee may establish and collect tuition fees that it deems appropriate, provided that the tuition fee or event price is at least greater than or equal to the MRP for that course or event as specified in Section I of this Agreement at VOMI Courseware... and VOMI receives the royalty/dues payments specified in Section II, B of this Agreement.

H. Exams.

1. All exams must be taken online directly from the CPR Website.
2. Licensee is specifically prohibited from grading the 12-Month Project Practicum and all other exams.
3. Licensee may download and make a copy of the exam, strictly for training purposes, subject to the number of students who will be taking the exam.

I. Post-Exam Responsibilities.

1. Within fifteen (15) business days after the conclusion of a VOMI Course presentation, Licensee shall provide VOMI with a roster of all students who attended the VOMI Course, regardless of whether they passed an exam or not. Said roster shall include each student's:
 - a. Full name
 - b. Firm
 - c. Position in the firm
 - d. Designations earned and held
 - e. Home address and telephone number
 - f. Business address and telephone number
 - g. Indication of which mailing address is preferred
 - h. Fax number
 - i. E-mail addresses
 - j. Website URL
 - k. Exam grade, if any.

2. Within fifteen (15) business days after the conclusion of a VOMI Course presentation, Licensee shall provide VOMI with:
 - a. A completed evaluation form (the most current evaluation form from the CP Website) for each student;
 - b. Any other forms or documents that VOMI may request.
 - c. A copy of the examination for each student who completed a VOMI Course that required an examination; and
 - d. All royalty/dues fees due to VOMI for the VOMI Course in accordance with Section II, B of this Agreement, along with a report setting forth the final accounting. Upon reasonable notice, VOMI shall have the right to audit the relevant records of Licensee to verify said accounting.

J. Continuing Education. Licensee shall secure continuing education credit for the VOMI Courses in its state(s) of operation, if available, and shall maintain records and issue documentation to students for same.

K. Course Cancellations. Should Licensee cancel any VOMI Course presentation for any reason, VOMI shall have no responsibility for any financial losses, including without limitation non-refundable airfares or other travel expenses, incurred by students or instructors who were to have attended such VOMI Course presentations.

V. NO EXCLUSIVITY

A. Presentations by Others. Licensee acknowledges that the license granted under this Agreement is non-exclusive and that VOMI, NWES, and other entities or persons may also be given the rights to present the VOMI Courses in any area the Licensee operates.

B. Presentations by VOMI and NWES. Furthermore, VOMI and NWES may present and promote alternative presentations of the VOMI Courses within the Licensee's normal area of operation, provided that VOMI shall make reasonable efforts to provide Licensee with sixty (60) days advance notice by email of any such offering. To the extent commercially reasonable, however, VOMI shall encourage all licensees to exercise good business judgment to avoid scheduling VOMI Course presentations that conflict with the time, location and audience of other VOMI Course presentations.

C. VOMI and NWES Advertising/Promotions. Licensee hereby acknowledges that neither VOMI nor NWES's advertising and promotion of alternative presentations of the VOMI Courses in any print or online publication of VOMI or NWES, via their websites or at any of their business meetings shall be a violation of the terms of this license.

VI. TERMINATION

- A. VOMI may immediately terminate this Agreement upon written notice to Licensee, if, in VOMI's reasonable judgment, Licensee has materially breached this Agreement or VOMI has a good faith reason to believe that Licensee is about to materially breach this Agreement.
- B. Upon such termination or expiration of this Agreement, as set forth in Section II, A, 2 above, Licensee shall immediately discontinue its use of all VOMI Course Materials, provided, however, that it may use the relevant VOMI Course Materials for already-scheduled VOMI Course presentations for which more than five (5) students have already registered, unless VOMI notifies Licensee that VOMI will not permit such use.

VII. GENERAL PROVISIONS

- A. **Relationship Between Parties.** Licensee shall have no authority to bind or commit VOMI by promise or representation unless specifically authorized in writing by VOMI. Nothing contained herein shall be construed as establishing a joint venture or partnership relationship between Licensee and VOMI.
- B. **Governing Law.** This Agreement shall be governed by California law without reference to its conflicts of law principles.
- C. **Execution.** This Agreement may be signed in counterparts, and a signature sent by facsimile or email as a Word or pdf attachment will have the same effect as an original signature.
- D. **Notice.** All notices that are required to be in writing shall be sent either by email or addressed as follows:

To Licensee:

To VOMI:

Virtual Organization Management Institute
16161 Ventura Blvd Unit 387
Encino, CA 91436

corporate@virtualorganizationinstitute.com

Attn: J. Suzette Coupet

Each party may, by email or written notice, change the address to which its notices are to be sent. Notices that are not expressly required to be in writing, pursuant to this Agreement, may be communicated by email or facsimile.

- E. **Waiver.** The failure of any party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision or any other provision of this Agreement, nor of the right of any party thereafter to enforce such provision.
- F. **Severability.** If any provision of this Agreement is deemed invalid or unenforceable, the other provisions herein shall remain in full force and effect and shall be construed in order to effectuate the purpose and intent of this Agreement.

- G. Survival.** The rights and obligations set forth in the following sections of this Agreement shall remain in effect after termination or expiration hereof: II, D; IV, E, 5; IV, I; VI
- H. Assignment.** This Agreement may be assigned by VOMI to its successors and assigns and by their successors and assigns. Licensee may assign this Agreement only with the advance written approval of VOMI or its successors or assigns.
- I. Entire Agreement and Modification.** This Agreement constitutes the final written expression of the agreement between the parties regarding the subject matter hereof, and is a complete statement of those terms. It supersedes all understandings and negotiations, whether written or oral, concerning the matters specified herein. No amendment or modification of this Agreement shall be effective or binding unless it is set forth in writing and signed by both parties.

IN WITNESS WHEREOF, VOMI and Licensee, acting through their duly authorized representatives, hereby execute this Agreement as of the date and year first above written.

For Licensee:

For VOMI:

Signature

Signature

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____