



LICENSE & DISTRIBUTION AGREEMENT

360training.com, Inc. ("360")
Author/Instructor of webinar or classroom course("LICENSOR")

LICENSOR owns all right, title, and interest in certain LICENSOR training products, intellectual property ("Courseware"); and LICENSOR and 360 (collectively, the "Parties") desire to enter into an agreement allowing 360 to resell, promote and distribute Courseware to 360's customers and resellers; This agreement is limited to Online Synchronous Course (Webinar) and Offline Synchronous Course (Classroom Course) course types only. This agreement is further limited to single occurrences of said course types.

DEFINITIONS:

"Courseware" shall mean LICENSOR's Courses entered as Online Synchronous Course (Webinar) or Offline Synchronous Course (Classroom Course) in 360's systems..

"Markets" shall mean the educational, trade and corporate markets served by 360 or LICENSOR.

LICENSE GRANT: LICENSOR hereby grants to 360, during the term of this Agreement, a license to distribute the Courseware, and to promote, sell and distribute the Courseware either standalone or in conjunction with other 360 products to the Markets.

360'S OBLIGATIONS: 360 shall integrate the Courseware into the 360 system. 360 shall be responsible for branding, packaging, marketing and sales expenses related to 360's efforts to promote, sell and distribute the Courseware. 360 shall undertake its reasonable best efforts to promote the Courseware. LICENSOR has the option to contract for use of the Courseware under separate agreement for its own clientele offered on its own website.

LICENSOR'S OBLIGATIONS: The LICENSOR is 100% responsible for the course content, and the delivery of said content to enrollees of the course in the manner advertised by the LICENSOR. If course is a Webinar, then LICENSOR is responsible for contracting with a Webinar Provider or Webinar Hosting Service (e.g. WebEx) for the hosting of the course, and must provide 360 the URL and meeting information for the webinar event. If the course is a Classroom Course, then LICENSOR is responsible for obtaining a physical location to serve as the classroom and must provide 360 the address of said location. In both cases, LICENSOR is responsible for delivery of all advertised materials, to enrollees in the course.

ROYALTY PAYMENTS TO LICENSOR: 360 shall pay a royalty to LICENSOR on revenue procured from the sale of Courseware of 25% per sale. Total revenue is defined as gross revenue, less discounts, fees and refunds. 360 shall mail payments to LICENSOR on or by the twentieth (20th) day of each month for revenue collected during or attributable to the immediately preceding calendar month. 360 shall allow LICENSOR to review its internal online tracking system to review sales and any other pertinent elements of its sales to other vendors/value added resellers related to LICENSOR Courseware. Such review shall be available on an annual basis, by appointment and with thirty (30) day notice, during normal business hours. 360 shall not pay royalties for internal use of the Courseware or when using Courseware for demonstrations.

WARRANTIES AND INDEMNITIES: LICENSOR warrants and affirms that it is the sole owner of the Courseware and has full power and authority to make the grant of rights set forth herein; that LICENSOR has not entered into any contracts or agreements that would preclude it from fulfilling its obligations herein; that the Courseware contain no matter which is scandalous, libelous, obscene, an invasion of privacy, or otherwise unlawful; and that the Courseware does not infringe upon any statutory copyright, common-law literary right, trademark, patent, or proprietary right of any third party. LICENSOR agrees to indemnify and hold 360 harmless from any inaccuracies in, or misrepresentations of the Courseware.



360 agrees to indemnify and hold LICENSOR harmless from: 1) any errors introduced into the Courseware 360, providing that such errors did not exist in the original Courseware provided by LICENSOR to 360 and 2) any misrepresentation of the Courseware by 360 personnel.

DISCLAIMER AND LIMITATION OF LIABILITY: Except as provided for herein, Courseware is provided "as is" without warranty of any kind. LICENSOR further disclaims all implied warranties including without limitation any implied warranties of merchantability or of fitness for a particular purpose. Under no circumstances shall either party be liable for any indirect, incidental, consequential, special, punitive or exemplary damages, including loss of profits, even if advised in advance of the possibility of such damages.

COPYRIGHTS: LICENSOR shall retain all right, title and interest in the Courseware.
LITIGATION: Each Party has the right, whenever it deems it necessary and from time to time, to bring legal proceedings to protect its rights, title and interest in and to any materials to which it holds the copyright. Each party will notify the other in writing of any infringement or threatened infringement by others of the materials covered by this Agreement which comes to the Party's attention, and each Party shall have the sole right to determine whether or not any action shall be taken on account of any infringement or threatened infringement of its material. Neither Party shall institute any suit or take any action on account of any infringement of the other's materials without the written consent of the other Party to do so. If either Party chooses to institute an action to protect its rights, the other Party may elect to participate at its own expense in the litigation. Even if the Party elects not to participate as a litigant, however, each Party will cooperate fully with the other with respect to any litigation brought by the other Party to protect its rights.

NOTICES: Any notice, request or demand required or permitted to be given hereunder by either party will be deemed duly given when mailed by registered or certified mail, postage prepaid, addressed to the respective parties at the addresses listed on the signature line, or at such other addresses as either of them may designate in writing to the other for such purposes. Notwithstanding the foregoing, each party to this Agreement agrees to also accept electronic communication for all notices and information pertaining to the obligations hereunder.

ASSIGNMENT: The rights and obligations of each Party hereunder may not be assigned without the prior written consent of the other Party, which is not to be unreasonably withheld, except that LICENSOR may assign its rights to receive royalty payments hereunder. Subject to the above limitation, this Agreement shall inure to the benefit of and be binding upon the parties, their successors, and assigns. Unless otherwise specifically agreed to by the non-assigning party, no assignment by either party shall relieve the assignor from its obligations pursuant to this Agreement.

CONFIDENTIALITY: During the term of this Agreement and thereafter, each party will treat as confidential and properly safeguard any and all information, documents, papers, programs and ideas relating to the other, its operations, finances, promotional ideas and plans and products disclosed hereunder which have been designated as confidential or are known to the other party to be considered confidential. Confidential Information does not include information that (a) is or becomes generally available to the public other than as a result of disclosure by the recipient or anyone to whom the recipient transmits the information, (b) becomes available to the recipient on a non-confidential basis from a source other than the disclosing party who is not bound by a confidentiality agreement with the disclosing party, (c) was known to the recipient or in its possession prior to the date of disclosure by the disclosing party, (d) is furnished by the disclosing party to others with written permission to disclose, or (e) is independently developed by the recipient without reference to the other party's confidential information.

AUTHORITY OF PARTIES: Neither party hereto shall have the right to incur any liability or obligation on behalf of the other party, nor shall this Agreement be construed to create a joint venture between the parties.

FORCE MAJEURE: Neither party shall be responsible for any failure to perform due to significant and/or substantial unforeseen circumstances or causes reasonably beyond their control, provided prompt written notice is given as to the occurrence of any such circumstances or events. In the event of any reasonable delay due to any such circumstances or causes, the parties may defer the date of performance hereunder for a reasonable period of time equal to the reasonable duration of such delay.



DISPUTE RESOLUTION: Any controversy or dispute arising out of or relating to this Agreement or its subject matter which the parties are unable to resolve within thirty (30) days after written notice by one party to the other of the existence of such controversy or dispute, may be submitted to binding arbitration by any party, provided that the amount in controversy does not exceed \$100,000. The matter shall be finally resolved by arbitration conducted in accordance with commercial arbitration rules and procedures of the American Arbitration Association. Such arbitration shall take place in Texas. The decision by the arbitrators shall be binding and conclusive upon the parties, their successors and assigns, and they shall comply with such decision in good faith. Judgment of the arbitrators may be entered in any court having jurisdiction over the parties.

ATTORNEYS FEES AND LEGAL COSTS: If either party elects to pursue legal action to enforce its rights under this Agreement, by arbitration or otherwise, the prevailing party reserves the right to seek legal costs and expenses, including fees of attorneys, accountants, and other experts, incurred in investigating and prosecuting (or defending) such action in such arbitration or judicial action.

NO WAIVER: Failure at any time to require performance of any of the provisions herein shall not waive or diminish a party's right thereafter to demand compliance therewith or with any other provision. Waiver of any default shall not waive any other default. A party shall not be deemed to have waived any rights hereunder unless such waiver is in writing and signed by a duly authorized officer of the party making such waiver.

SEVERABILITY: If one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable, the remaining provisions shall not in any way be affected or impaired thereby. In the event any provision is held invalid, illegal or unenforceable, the parties shall use reasonable efforts to substitute a valid, legal and enforceable provision which, insofar as is practical, implements the purposes of the article being held to be invalid, illegal, or unenforceable.

GOVERNING LAW: The laws of the State of Texas govern this Agreement, without regard to its principles governing the conflicts of laws. Because the parties agree that this contract is not a contract for the sale of goods, this Services Agreement shall not be governed by any codification of Article 2, 2A, or 2B of the Uniform Commercial Code or any reference to the United Nations Convention on Contracts for the International Sale of Goods. The parties unconditionally consent to the exclusive jurisdiction of and venue in the county, district, state, and/or federal courts located in Austin, Travis County, Texas. All communications between the parties, and all Documentation and other materials, will be in English.