

**V M E d u A U T H O R I Z E D C O N T E N T P A R T N E R (V . A . C . P .)
L I C E N S E A G R E E M E N T**

This Content Partner Agreement ("Agreement") contains the complete terms and conditions that govern a party's ("Content Partner", "Content Provider", "V.A.C.P.", "You", "Your") participation in the VMedu, Inc.'s ("Company", "VMedu", "VMedu", "We", "Us", "Our") VMedu Authorized Content Partner Program (the, "Program").

By submitting the online application, You are agreeing that You have read and understand the terms and conditions of this agreement and that You agree to be legally responsible for each and every term and condition.

1 DEFINITIONS

a. "includes", "including". Except where followed directly by the word "only", the terms "includes" or "including" shall mean "includes, but is not limited to" and "including, but not limited to" respectively, it being the intention of the parties that any listing following thereafter is illustrative and not exclusive or exhaustive.

b. "Derived Content". It refers to all the content which Company has derived from the Original Content . It includes written, recorded, or digital content in any media (paper, transparencies, computer files on disk, portable media such as CD/DVD, USB Drives, online on an intranet or internet, or any other media) and includes all materials including podcasts, videos, posts or attachments in forums, or any other content or media that may be developed in future.

c. "Original Content". It refers to the original content provided by Content Provider to Company.

d. "Effective Date". • The term "Effective Date" shall mean the date on which the Content Partner is accepting this agreement and enrolling for the Content Partner Program.

e. duplicate, reproduce: The terms "duplicate or reproduce" include copying using machine, digitizing, scanning, writing by hand, photographing, or any other means of manual or machine based physical, electronic or digital reproduction using physical media such as paper or electronic such as optical or magnetic disks, either wholly or in part, for any purpose whatsoever.

f. Content Website: This will be a website used for displaying the Derived Content. VMedu will allow the Content Partner with the option to run courses on their own website. VMedu can also choose to host certain courses on VMedu website or websites owned by VMedu. The Content Website will connect to the VMedu platform for the purpose of providing access to the End Customer for the Derived Content.

g. End Customer: This refers to the student who will be finally accessing the derived content.

h. Training Provider: Refers to any organization which purchases the Derived Content from the VMedu platform



- i. VMedu platform: Refers to the technical platform which will host the Content.
- j. Revenues: Refers to revenues actually earned by the VMedu Platform. It does not include the amount retained by Training Providers, discounts to students etc.
- k. "VMedu Partner Wallet" means an online account provided to each Content Partner in which digital cash may be stored. The "VMedu Partner Wallet" will track amounts payable to a Content Partner.
- l. "\$" means United States Dollar.

2. APPLICATION PROCESS

In order to enroll in the Program, every applicant must complete and submit an accurate Program application ("Application"). While submitting the application, the applicant needs to agree to the terms and conditions mentioned herein.

We will evaluate every Application and will notify the party of its acceptance or rejection. We reserve the right, in our sole and absolute discretion, to accept or reject an Application for any, or no reason, whatsoever.

If an Application is accepted, the applicant party will receive an email notification of such acceptance ("Acceptance").

Upon Acceptance to the Program, the applicant needs to ensure that the email address, and other contact and account information, is kept up-to-date at all times. The applicant hereby gives us permission to email or otherwise communicate regarding any matters relating to the Program and to this Agreement. The applicant agrees that we or our representatives may store, use and process applicant's contact data in connection with this Program, including, but not limited to, account administration, maintenance and support activities, and payment.

3. COPYRIGHT AND LICENSE

a. The copyright for the initial content will rest with the Content Provider. The derived content (including, but not limited to, instructional videos, phone apps, tests, workbooks and other study materials) based on copyright content provided by You will be exclusively licensed for use by Company specifically for use on the Content Website(s) dedicated to hosting the derived content. The Content Website may or may not be owned and managed by Company. Company reserves the right to modify the derived content as per its requirements.

Once a Content Partner application is accepted, the accepted party will be given access to a "Partner Portal" using which the party will be able to manage its relationship with VMedu along with adding and managing courses in VMedu ecosystem. When a Content Partner publishes a course through VMedu Ecosystem, it needs to adhere to the following points –

- The Content Partner will be responsible for the "Original Content", that it owns or has the necessary licenses, rights, consents, and permissions, and authorizes the Company to reproduce, distribute, publicly perform (including by means of a digital audio transmission), publicly display, modify, communicate to the public, promote, market and otherwise use and exploit any of its Original



Content. The Content Partner guarantees that no Original Content shall infringe or misappropriate any intellectual property right of a third party.

- The Content Partner has the required qualifications, credentials and expertise, including without limitation, education, training, knowledge, and skill sets, to offer the courses in VMEdu Ecosystem.
- The Content Partner will not post any inappropriate, offensive, racist, hateful, sexist, pornographic, false, misleading, infringing, defamatory or libelous content.
- The Content Partner will not upload, post or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of solicitation (commercial or otherwise) through the VMEdu Ecosystem or to any Subscribed Students.
- The Content Partner will not create any courses that require Company to obtain any licenses from or pay any royalties to any third party, including, by way of example and not limitation, the payment of royalties for the public performance of any musical works or sound recordings.
- The Content Partner will not copy, modify or distribute Company Content except as permitted.

We will take down a course from VMEdu Ecosystem immediately, if the course is found to violate copyright of others. In that case, it may lead to Express Termination of this Agreement. Refer to “Express Termination” section for more details.

- a. Copyright of the Created Course: Content remains the proprietary property of the person or entity supplying it (or their affiliated and/or third party providers and suppliers) and is protected, without limitation, pursuant to U.S. and foreign copyright and other intellectual property laws. A Content Partner will always remain the lawful copyright owner of the created course as long as the “Original Content” adheres to the terms mentioned in the above section.
- b. Right to Improve: VMEdu reserves the right to improve the quality of delivery of courses through better formatting, presentation, or by creating supporting videos, case studies, examples, questions, classroom study materials and other study resources at VMEdu’s cost. This will benefit the Content Partner (as course enhancements may lead to more enrollments, and more students for the Content Partner courses), and also VMEdu partners and students (who would have access to consistent and better quality course). This activity should not be considered as the violation of copyright owned by the Content Partner. The Content Provider is expected to contribute to the development process by conducting reviews and suggesting improvements as and when required. Company will respect the Content Provider’s recommendations but Company reserves the right to decide if and which changes to be made. The content provider will also be involved with constantly working with the Company, receiving customer feedback and improving/updating course materials and managing version changes. Some high quality courses from some V.A.C.P.s may be selected by VMEdu; and VMEdu will work such V.A.C.P.s to create classroom study materials which can be used to teach physical or virtual instructor-led classes. VMEdu will have all rights to the “Derived Content” till the time the course is available through VMEdu, and the Content Partner will not be able to use this Derived Content anywhere else apart from within the VMEdu Ecosystem. Upon termination of this



Agreement, the Derived Content can also not be used by VMedu, Inc. Refer TERM AND TERMINATION section for more details.

- c. Removal of Content: Notwithstanding the foregoing, a Content Partner has the right to remove all or any portion of the Original Content from the VMedu Ecosystem at any time by providing a 12 month notice period. Removal of the Original Content will not permanently delete the Content from VMedu Ecosystem. Instead the Content will be made inactive. When a complete course is made inactive, it will be delisted from the VMedu Ecosystem so that new students cannot enroll in the same. However, existing Active Students in that course will continue to see and study the course till 6 months from the day of removal.

4. FEES, CONTENT PARTNER REVENUE AND PAYMENT TERMS

- a. Partner Program Enrollment Fee: Nil. Currently, enrolling in Content Partner Program is free for all eligible Content Partners. Company can change the aforementioned fee at any time by giving a 3 month notice.
- b. Website and Mobile App Fee: VMedu will provide Content Partner, the option to run the course on Content Provider's website or through a Company mobile app. Currently, there is no fee for the option to run the course on the Content Partner's website. If your course content has more than 60 minutes of video, VMedu will cover all expenses related to creating, maintaining and upgrading your mobile app in an Android version for the first year. If your course content has less than 60 minutes of videos, VMedu will provide you this facility at an additional cost of \$250 for the Android mobile app. All Content Partners have to pay \$ 250 for each IOS mobile app (which will run on Apple iPhones). Maintenance fee of \$ 150 will be charged for each mobile app at end of each year, and the Content Partner can pay the fee by adding funds to the VMedu Partner Wallet. Company can change the aforementioned fee structure at any time by giving a 3 month notice.
- c. Content Partner Revenue: Company will not charge Content Partner for providing access to Content Partner's students. The Content Partner can make its course available to the VMedu partner network ("V.A.T.P."). When a V.A.T.P. buys the Content Partner course, the company will pay the Content Partner the price of the course as set by the Content Provider while creating the course. The company has the right to sell these courses to the V.A.T.P. at any price as decided by the Company. The Content Partner also has the option to release its course on VMedu brand websites which use subscription model (e.g. "SMstudy.com"). When a student selects a course provided by a Content Partner on subscription model websites, the Content Partner will receive \$1 in its VMedu Partner Wallet. If the student continues his/her enrollment in the course next month (after the first cycle of 30 days), the Content Partner will receive another \$1 in its VMedu Partner Wallet. The Content Partner will continue to receive \$1 each month till the student's subscription is active and the student is enrolled in its course. By default, a student's enrollment in a particular course expires after 1 month (30 days) from the day of enrollment and the student needs to click on "Continue Enrollment" if he wishes to continue his/her enrollment in the course.

- d. Discounts: Content Partner acknowledges that, at times, discounts need to be provided to acquire students and corporate accounts. Content Provider can provide whatever discounts it wants in the Content Provider website to its students. VMEdu can also discount Content Provider courses at the discretion of VMEdu Inc – however, VMEdu will not retain more than 40% of the revenues from such discounted courses – and will pass on the remaining revenue to the Content Provider.
- e. Payments and Payment Terms. All Payments to Content Partners are made through “Paypal” or through a “Check”. A Content Partner may request a withdrawal of funds once the VMEdu Partner Wallet balance reaches a minimum of \$100. Payments to Content Partners are processed periodically - in the first week of each calendar month. Transaction fees associated with the payments will be deducted from the payment made to the Content Partner. The Content Partner will be able to track the status of Payment through the VMEdu Content Partner Portal. For example, if a Content Partner requests a withdrawal of funds in March (irrespective of date), the Payment will be sent to the Content Partner in the first week of April.

Company reserves the right to make any changes in the payment process and payment terms mentioned above.

- f. Taxes. Content Partner shall be solely responsible for their own taxes associated with revenues received from VMEdu Inc.

5. SUPPORT PROCESS

- a. Online Technical Support. From the Effective Start Date of this Agreement, Content Partner will be entitled to standard online technical support for any technical issues related to its association with the Company. Technical support requests shall be made via through service requests at the Content Partner interface provided by VMEdu, Inc. Requests may be made for issues including technical problems in accessing the courseware or creating new courses and other related technical problems.
- b. Customer Support. You can raise a service ticket in the “Support Center” section of your partner portal. Our support team will provide assistance and help to you in resolving any questions related to managing courses.
- c. Relationship Management. Company may assign a Relationship Management team that shall act as the central point of contact for Content Partner. This team is responsible for reviewing general program status to address any issues with Content Partner.
- d. Updates to Online Systems and Properties. Company may, at its discretion, update Online Systems and Properties including the Website and Mobile App for (i) corrections, (ii) enhancements/improvements to general content, or (iii) changes to website features/functionality. While Company will make its best efforts to ensure that such updates do not result in interruptions to service, Content Partner acknowledges that during the update period the online access may be slow, or partially or entirely disrupted.

- e. Website availability. Company provides access to Website and online material on a best-effort basis. Content Partner acknowledges that Company may host its applications using its own infrastructure, infrastructure provided by third-party hosting provider(s), and Software as a Service cloud services. Company has adequate contracts and SLAs that guarantee very high availability and uptime; but given the heterogeneous nature of the Internet and the uncertainties involved, Company does not guarantee any minimum levels of website availability or uptime. Company however will work with its providers to do whatever is reasonably required to ensure that disruptions and interruptions, if any, are kept to a minimum.

6. DERIVED CONTENT DEVELOPMENT PROCESS

Content Provider will provide a copy (physical or online) of the Original Content to the Company free of cost. Company will carry out the entire work of creating the Derived Content based on the Original Content and will bear all the expenses related to creation of website and derived content. However, the Content Provider is expected to contribute to the development process by conducting reviews and suggesting improvements as and when required. Company will respect the Content Provider's recommendations but Company reserves the right to decide if and which changes to be made. The content provider will also be involved with constantly working with the Company, receiving customer feedback and improving/updating course materials and managing version changes. Some high quality courses from some V.A.C.P.s may be selected by VMEdu; and VMEdu will work such V.A.C.P.s to create classroom study materials which can be used to teach physical or virtual instructor-led classes.

7. TERM AND TERMINATION

- a. Termination by Either Party: The "Term" of this Agreement will commence upon our Acceptance of your Application and will end when terminated by either party upon written email notice to the other party. Either party has to provide a 12 month notice period to other party before termination of this agreement. Upon termination of this Agreement, all rights and obligations of you or us under this Agreement will be extinguished, except for those rights and obligations that either by their express terms survives or that are otherwise necessary for the enforcement of this Agreement. Such termination shall not relieve the Content Partner or the Company for any outstanding obligations towards each other or to the customers.
- b. Content Partner's Obligations at Time of Termination: The Content Partner will release any outstanding payment to the Company. Content Partner shall not be relieved or released by the termination of the Agreement from any of its obligations existing prior to the date of such termination or expiration, including, but not limited to, keeping its courses available in the VMEdu Ecosystem for 6 months from the date of termination. Since there could be Active Students in one or more courses provided by the Content Partners, the Content Partner will not be allowed to take down its content including any Derived Content from VMEdu Ecosystem till 6 months after termination of this agreement.
- c. Company's Obligations at Time of Termination: The Company will release any outstanding payment to the Content Partner. The Company shall delist the Content Partner courses from VMEdu



Ecosystem within 6 months from the date of termination and will cease to sell the Content Partner's courses on VMEdu ecosystem.

d. Express Termination: The Company reserves the right to terminate this agreement with the Content Partner with immediate effect if it finds the Content Partner in breach of any of the terms mentioned herein. In such cases of express termination, the Content Partner will lose all its rights including any outstanding payment. However, such termination shall not relieve the Content Partner of its obligations. VMEdu also reserves the right to terminate the agreement if VMEdu stops being in business because of bankruptcy, force-majeur events, termination of business operations or other reasons.

8. CONFIDENTIALITY

a. Confidentiality: Content Partner acknowledges that by becoming a Content Partner with VMEdu, Inc., it will have access to and become acquainted with practices, procedures, resources and trade secrets owned by or used by Company. Content Partner agrees not to disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as stated in this agreement. All employees of Content Partner who have access to the foregoing information will also agree not to reveal or disclose such information to third parties at any time.

9. WARRANTIES

Content Provider warrants that:

a. There will be no attempt to reproduce Company's Derived Content without the Company's knowledge and approval.

b. Content Provider warrants that no part of the Original Content will infringe on the rights of any third parties and that it owns the copyright for the material provided to the Company. The Company will render the services specified hereunder in a manner consistent with prevailing industry standards of care.

10. AMENDMENT

VMEdu may modify any term or condition of this Agreement, at any time and in our sole discretion, by posting a change notice or a new agreement on the Company Site. If any modification is unacceptable to a Content Partner, the parties may decide to terminate this agreement. Content Partner's continued participation in the program following our posting of a change notice or new agreement on the company site and/or sending the change notice to the Content Partner will constitute binding acceptance of the change.

11. INDEMNIFICATION

a. Indemnification By Content Provider : Company shall not be liable for, and Content Partner, at its sole expense, will defend, indemnify, and hold Company harmless from and with respect to, any loss or



damage (including reasonable attorneys' fees and costs) incurred in connection with any claim (even if such claims are groundless, fraudulent or false), suit, or proceeding brought by a third party against Company insofar as such claim, suit, or proceeding is based upon the following:

- i) Any claim that arises from the failure of the Content Partner to adhere to warranties herein or non-performance of Content Partner's obligations under this Agreement.
- ii) Any claim with respect to the Original Contents violation of any copyrights or other infringement of any intellectual property right of a third party.
- iii) Any claim arises because of inappropriate, offensive, racist, hateful, sexist, pornographic, false, misleading, infringing, defamatory or libelous content and views published by the Content Provider through VMEdu Ecosystem.
- iv) Any claim where the complained-of activity continues after Content Partner is notified thereof or informed of modifications that would have avoided the alleged claim, provided Company gives Content Partner prompt written notice of any such claim and provides Content Partner such reasonable cooperation and assistance as Content Partner may request from time to time in the defense thereof.

b. Indemnification By Company: In the event that any Original Content are (or in the reasonable judgment of Company, are likely to become) the subject of any legal action based upon a claim of infringement, Company may cease to use such Content until and unless there is a final judgment or other final resolution establishing Content Partner's right to continue using the same. In the event that Company ceases to use the Original Content or Published Courses as a result of any legal action or threatened legal action upon Company's demand (a "Cessation"), the Content Partner shall (i) modify the Original Content, or (ii) procure the right for the Company to use the Original Content. In the event that Content Partner is not able to achieve any of the foregoing in a commercially reasonable manner or at a commercially reasonable cost, in Company's reasonable discretion, then except for Content Partner's indemnification obligation (provided in Section 11.b), Company's remedy, and Content Partner's liability, with respect to a Cessation and/or with respect to any infringement by any Original Content, shall be to terminate this Agreement or stop offering the redacted content.

Company will not be liable for any special, direct, indirect, incidental, punitive, consequential, or other damages, including loss of profits or business, data, third-party suits or claims, or any other damages whatsoever arising out of, directly or indirectly, the use of Content Partner's Original Content, or the unavailability or performance of the Company's Website or Systems regardless of the form of action, whether in contract, tort, or otherwise.

12. DISCLAIMERS



We make no express or implied warranties or representations with respect to the program or any products sold or services provided through the program (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage).

We may discontinue providing, or may change the nature or functions of, the services or any features, at any time. We do not warrant that the services will continue to be provided, will function as described, or will be uninterrupted, accurate, error free, or free of harmful components. We are not responsible for (a) any errors, inaccuracies, or service interruptions; or (b) any unauthorized access to or alteration of, or deletion, destruction, damage, or loss of, your application or any data, images, text, or other information or content.

No advice or information obtained by you from us or through the API, company content, or the company site, will create any warranty not expressly stated in this agreement. Further, We are not responsible for any compensation, reimbursement, or damages arising in connection with (x) any loss of prospective profits or revenue, anticipated sales, goodwill, or other benefits, (y) any investments, expenditures, or commitments by you in connection with this agreement or your use of or access to the API or company content, or (z) any termination or suspension of this agreement. Any compensation, reimbursement or damages to be paid by VMedu Inc to Content Provider shall not exceed the amount paid by Content Provider to VMedu Inc.

13. MISCELLANEOUS

- a. Entire Agreement: This Agreement (including all the Schedules hereto) constitutes the entire understanding and agreement between the parties hereto and supersedes any and all prior or contemporaneous representations, understandings, and agreements between Content Partner and Company with respect to the subject matter hereof. Company reserves the right to modify, amend, or in any way alter the Agreement as described in section 10.
- b. Construction: The headings and numbers of sections, paragraphs, and subparagraphs in this entire Agreement are used for convenience of reference and as such do not form substantive part of this agreement. Throughout the Agreement, the term “he” or other forms of masculine gender shall be taken to include jointly or severally, as may be relevant to the context, the masculine, feminine, and neutral genders. Words in singular shall be taken to include, as may be relevant to the context, the plural forms of the word.
- c. Notices: Any and all notices, demands, or other communications required or desired to be given under this Agreement (but not communications in the ordinary course of business) by any party shall be in writing and shall be validly given or made to another party by e-mail. A copy can also be sent at the same time via fax or via first class postal service to the correspondence address of the other party.
- d. Waiver: No waiver of any provision of this Agreement or any rights or obligations of either party shall be effective, except pursuant to a written instrument signed by the party or parties waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

- e. Company Right to Publicly Identify Content Partner as User: Company shall have the right to make reasonable reference to Content Partner as a VMEdu Authorized Content Partner in communications between Company and individual customers or potential customers, advertising, and promotional materials.
- f. No Assignment by Content Partner: Content Partner may not assign or transfer this Agreement or any of his/her rights, duties, or obligations hereunder; this Agreement may not be involuntarily assigned or assigned by operation of law, without the prior written consent of Company, which consent may not be unreasonably withheld or delayed by Company. The sale or transfer of any portion of Content Partner's business (including to any corporation owning, owned by, or affiliated with Content Partner), or the combination of any of Content Partner's business with any other business (including with any corporation owning, owned by, or affiliated with Content Partner), shall be considered an assignment for purposes of this Agreement. Any attempted assignment without such consent shall be null and void. Company shall have the unrestricted right to assign or transfer this Agreement or any interest herein (including rights and duties of performance). This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective legal successors and permitted assigns.
- g. Independent Parties: Nothing contained herein shall be deemed to create or construed as creating a joint venture, employment, or partnership between Content Partner and Company. Neither party is, by virtue of this Agreement or otherwise, authorized as an agent or legal representative of the other party. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party, or to bind such other party in any manner. Further, it is not the intention of this Agreement or of the parties hereto to confer a third party beneficiary right of action upon any third party or entity whatsoever, and nothing set forth in this Agreement shall be construed so as to confer upon any third party or entity other than the parties hereto a right of action under this Agreement or in any manner whatsoever.
- h. Severability of Provision: In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable, and shall be enforced, according to its terms.
- i. Force Majeure: No party hereto shall be deemed in default if its performance or obligations hereunder are delayed or become impossible or impractical by reason of any act of God, war, fire, labor dispute, accident, civil commotion, epidemic, act of government or government agency or officers, or any other cause beyond such party's control.
- j. Governing Law, Venue, and Jurisdiction: The Agreement shall be enforced and construed in accordance with the substantive laws of the State of Arizona excluding its conflicts of laws rules. Other than in the case of a threatened violation of the Company's intellectual property rights or Company's rights under Section 2, above, the Parties agree to informally attempt to resolve any disputes regarding this Agreement. In the event that such informal efforts fail, the Parties agree to the exclusive jurisdiction of any Federal or State court located in Phoenix, Arizona (U.S.A.), and each party waives any objection thereto on the basis of personal jurisdiction or venue.



- k. Attorneys' Fees: In the event that any litigation or other proceeding is brought by either party arising out of or relating to this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to recover from the other party all costs, attorneys' fees, and other expenses incurred by such prevailing party in this litigation.

- l. Non-Compete: The Content Partner agrees that it will not solicit the Company's existing clients for any business that competes with the Company's business for the duration of the Agreement and for the period of twelve (12) months immediately following the termination of the Agreement.

- m. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

By clicking on the button to Accept these Terms and Conditions button, Content Provider agrees to the terms as mentioned in this agreement.

