

AGENT AGREEMENT

This Agent Agreement (this "Agreement") is effective as of June 1, 2019 (the "Effective Date") by and between AdvanceOnline Solutions, Inc. ("AOS"), a Texas corporation, and **OSHA Training Institute Education Center at Chabot-Las Positas Community College District** ("Agent").

RECITALS

WHEREAS, AOS is a developer of web-based online training courses related to construction, transportation, environmental health and safety, human resources, and custom training courses to assist companies in complying with OSHA, HAZMAT, and DOT regulations;

WHEREAS, Agent offers and sells products and/or services that are complimentary to AOS's business, and desires to act as a non-exclusive independent sales Agent for AOS's web-based online training courses;

WHEREAS, AOS desires to appoint Agent as a non-exclusive independent Agent of its web-based online training courses; and

WHEREAS, AOS and Agent each desire to enter this Agreement to document the terms and conditions upon which Agent shall resell certain of AOS's web-based online training courses.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, Agent and AOS agree as follows:

1. GRANT OF RIGHTS; ACCESS TO PROGRAMS

1.1 Appointment. AOS hereby appoints Agent as a non-exclusive independent sales Agent to market and resell the training courses set forth on Exhibit A hereto (collectively the "Programs") to Agent's customers (each a "Customer" and collectively "Customers").

1.2 Scope; Restrictions. During the Term (as hereinafter defined) hereof, Agent shall have the right to market and resell to its Customers the Programs without restriction as to geography or a defined territory. Agent agrees that it will not authorize or appoint any dealers, agents, representatives, sub-distributors, original equipment manufacturers, value added Agents, systems integrators, or other third parties to market, offer for sale or sell the Programs, unless Agent obtains prior written approval from AOS, in its sole discretion, and such third party agrees in writing to be bound by the obligations and restrictions imposed on Agent by this Agreement. Agent shall not knowingly market, obtain orders from, or resell Programs to AOS's existing customers identified by AOS from time to time. Agent shall not be restricted from offering to its Customers its own products and services or from any other party.

2. ACCESS TO PROGRAMS; PRICING; INVOICING AND SUPPORT

2.1 Access to Programs. The Programs will be available via an Online Institute provided by AOS for the Agent (the "OI"). Upon the sale of the Programs by Agent to a Customer in accordance with the terms set forth herein, AOS will make the applicable Programs available to such Customer's end users through AOS's learning management system (the "LMS"). Notwithstanding anything herein to the contrary, AOS may decline any order by a Customer for any reason or no reason in AOS's sole discretion.

2.2 Pricing. The pricing for each Program shall be as set forth in Exhibit A. AOS shall have the right to change the prices at any time during the term hereof upon at least 30 days-notice.

2.3 Invoicing and Support. AOS shall invoice and collect payment on the sale of Programs to Customers made through Agent. AOS will provide Customers assistance during customary business hours through its technical support line for inquiries relating to the operation of the Programs.

3. FEES; EXPENSES

3.1 Agent Fees. AOS shall pay Agent as set forth in Exhibit A for each completed sale of a Program through Agent's efforts. For purposes hereof, a sale shall be considered complete once AOS has received payment from the Customer.

3.2 Expenses. All costs and expenses of any nature incurred in connection with the marketing of the Programs pursuant to this Agreement will be borne solely by Agent.

3.2 Taxes. Agent will pay all excise, use, sales or other taxes and any import/export fees that may be required to be paid by any statute, ordinance or regulation of any government or any subdivision thereof or any other governmental authority having the power to impose such tax on the activities of Agent, including the sale of the Programs. In the event that AOS is required to or does pay any of such taxes, Agent, upon being advised of these payments, will immediately repay the amount thereof to AOS.

4. AGENT'S RESPONSIBILITIES

4.1 Marketing. Agent agrees to use best efforts to promote the sale of the Programs and to further the business of AOS.

4.2 Conduct. Agent agrees that (i) all activities of Agent will be conducted lawfully and in a commercially acceptable manner, it being acknowledged by Agent that noncompliance with the terms and standards of the performance imposed by this Agreement will result in harm to the reputation and business goodwill of AOS and (ii) Agent will conduct its business in such a manner as to favorably impact on AOS and the Programs and will not engage in any deceptive, misleading, illegal or unethical business practices. Agent may not allow third parties to access, except for demonstration purposes herein, the Programs until the third party becomes a Customer by purchasing the necessary Programs. (iii) Company agrees to promote the OSHA 10-Hr and 30-Hr Programs consistent with OSHA directives and requirements and agrees to make changes as required by AOS to meet these requirements.

4.3 Advertisements. Unless otherwise agreed to in writing by both parties, any advertisements or other printed materials created or used by Agent in conjunction with marketing the Programs will identify and give credit to AOS by name.

5. AOS'S RESPONSIBILITIES

5.1 Reports. AOS shall use the LMS to track and maintain Customer records and purchases of Programs through the Agent's efforts hereunder. AOS shall provide Agent access to the reporting tools needed to access sales and administrative reports on an as-needed basis by Agent.

5.2 Conduct. AOS shall at all times comply with applicable rules, regulations, and directives as it relates to the offering and sale of the Programs.

5.3 Compliance with OSHA Rules. AOS shall at all times comply with OSHA rules, regulations, and directives as it relates to the offering and sale of the Training Program Courses.

5.4 Audit Rights. Agent shall, during the Term and until such date on which all amounts due and owing by AOS to Agent pursuant to this Agreement have been paid in full, have the right to audit and inspect AOS's books and records relating in any manner to the terms, conditions and performance of this Agreement. AOS shall, during the Term have the right to audit and inspect Agent's policies and procedures and marketing activities as they relate to the terms, conditions and performance of this Agreement by Agent. In connection with any audit or inspection, the parties agree and acknowledge that (i) Agent's financial information need not be audited, and (ii) any audit or inspection will be conducted during regular business hours and after providing a 5 business day advance notice.

6. TERM AND TERMINATION

6.1 Term. The term of this Agreement is one year from the Effective Date; The Term shall be automatically extended for an additional one (1) year period on the Anniversary of the Effective Date unless either party provides the other party with written notice of non-renewal at least ninety (90) days prior to the end of the Term. The Term and any extensions thereof are referred to herein as the "Term".

6.2 Termination for Cause. Either party (the "Terminating Party") may immediately terminate this Agreement or suspend any rights granted hereunder in the event that the other party breaches any material term of this Agreement and such breach is not cured within thirty (30) days after notice from the Terminating Party; provided, however, this Agreement shall be subject to termination by AOS effective immediately upon written notice if (a) Agent breaches its obligations under Sections 4.2, 8, or 9; (b) Agent merges or becomes amalgamated with another firm, person or company with which the AOS in its sole opinion deems itself to be in competition; or (c) Agent initiates or has initiated against it an insolvency, receivership, or bankruptcy proceeding, or becomes insolvent, or allows an assignment for the benefit of creditors or ceases to carry on business on a regular basis.

6.3 Termination without Cause. Without prejudice to any other rights or remedies available hereunder, either party may terminate this Agreement for convenience or no cause on thirty (30) days written notice to the other party.

6.4 Effect of Termination. When this Agreement expires or terminates, Agent will immediately cease to sell Programs and will not renew or extend any agreement under which it has agreed to provide a Customer or any other third-party the Programs ("Terminated Rights"). The terms of this Agreement, other than Agent's Terminated Rights, shall continue until such time as no Customer receives the Programs via the Online Institute. Any compensation owed to the Agent for sales occurring during prior to expiration or termination of this Agreement shall be paid once all fees owed to AOS have been paid in full. AOS reserves the right to withhold payment and/or deduct all fees owed by Agent to AOS from any payment due to the Agent.

7. REPRESENTATIONS AND WARRANTIES

7.1 Power and Authority. Each party represents that (i) it has all requisite corporate power and authority to enter into this Agreement and otherwise to carry out its obligations hereunder and (ii) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action, and when executed and delivered, this Agreement will constitute valid and legally binding obligations of the parties, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights generally and general equity principles.

7.2 Conflicts. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will conflict with, or result in any material violation or default under any term of a party's articles of incorporation, bylaws, or other organizational document, or any agreement, mortgage, indenture, license, permit, lease, or other instrument, judgment, decree, order, law, or regulation by which it is bound.

7.3 Programs. AOS has all necessary intellectual property rights to use and sell the Programs pursuant to this Agreement, and to AOS's knowledge, such use and sale does not infringe on the intellectual property rights of any third party. The information and recommendations presented in the Programs are believed to be consistent with the best current opinion on the subjects covered. However, AOS makes no representations as to the accuracy of the Programs, or their relevance with respect to the laws, regulations, or prevailing work practices of any particular state, country, or other jurisdiction. Agent may, at any time, elect not to sell those Programs it deems to be inaccurate or in conflict with applicable laws or regulations.

8. OWNERSHIP OF PROGRAMS; TRADEMARKS

8.1 Ownership of Programs. Agent acknowledges that the Programs contain confidential and proprietary information ("Proprietary Rights") belonging to AOS, and that title and ownership rights to the Programs and the Proprietary Rights therein is reserved for, and shall at all times remain exclusively with, AOS.

8.2 Trademarks. The trademarks, service marks, trade names, logos, or other words or symbols listed on Exhibit A are marks that identify or are associated with the Programs or the business of AOS ("Marks"). The Marks shall at all times remain the exclusive property of AOS. AOS hereby grants to Agent a non-exclusive, non-transferable, revocable, royalty-free right and license to use the Marks in connection with the promotion and sale of the Programs during the Term of this Agreement. Any use of the Marks in any medium by Agent will be subject to prior review and approval of AOS and must conform to the prevailing AOS policies relating to the use of the Marks.

8.3 Ownership of Marks. Agent agrees and acknowledges that AOS retains all right, title, and interest in the Marks, and Agent will not do anything to impair those proprietary rights or seek to acquire or register any rights in the Marks or use any trademarks, service marks, trade names, logos, or other words or symbols that are confusingly similar to the Marks in any language. Agent further acknowledges that its use of the Marks shall not create in Agent any right, title or interest in the Marks and that all use of the Mark and the goodwill symbolized by and connected with such use of the Marks shall inure to the benefit of AOS.

9. CONFIDENTIALITY

9.1 Confidentiality. AOS and Agent may from time to time disclose to the other party confidential information relating to their respective business and affairs ("Confidential Information"). Confidential Information shall be clearly designated in writing as confidential, or if verbally disclosed, identified at the time of disclosure as being confidential. The term "Confidential Information" when used herein means and includes the content of the Programs, all know-how, designs, data sheets, sales and technical bulletins, and such other information, whether or not reduced to writing, as any other confidential information relating to the business of AOS that may be divulged to Agent or by Agent to AOS in the course of their performance of this Agreement and that is not generally known in the trade. Agent and AOS each agree that it shall not disclose the Confidential Information of the other to any third party without the express written consent of the other party, that it shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors or consultants, that it shall not make use of any such Confidential Information other than for performance of this Agreement, and that it shall use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information. Confidential Information does not include: (a) information generally available to or known to the public through no fault of the receiving party; (b) information known to the recipient prior to the Effective Date of the Agreement; (c) information independently developed by the recipient outside the scope of this Agreement and without the use of or reliance on the disclosing party's Confidential Information; or (d) information lawfully disclosed by a third party. The obligations set forth in this Section shall survive termination of this Agreement.

10. WARRANTIES; INDEMNIFICATION; LIMITATION OF LIABILITY

10.1 Warranty. THE PROGRAMS ARE PROVIDED STRICTLY "AS IS," AND AOS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE PROGRAMS OR ANY MATTER WHATSOEVER.

10.2 Indemnification by AOS. AOS shall indemnify and hold Agent harmless from and against any suits, actions, losses, damages, and reasonable expenses (including attorney's fees) awarded by a court of competent jurisdiction or agreed to in a written settlement agreement signed by AOS to the extent arising out of or in connection with any third party claim that the Programs infringe or misappropriates any United States patent, copyright, trademark, trade secret or other proprietary right of a third party; provided, Agent promptly notifies AOS of such claim and gives AOS sole control over the defense or settlement of the claim. Notwithstanding the preceding, AOS shall not be obligated to indemnify or defend claims arising from (i) use or combination of the Programs with any other products or services not supplied by AOS, (ii) any modification or alteration of a Program, where such claim would not have arisen except for such use, combination, modification or alteration; or (iii) use of the Programs other than as permitted by this Agreement. This Section sets forth AOS's entire liability and Agent's exclusive remedy for any infringement claim.

10.3 Indemnification by Agent. Agent shall indemnify, defend and hold harmless AOS and its officers, directors, employees, agents, and shareholders from and against any suits, actions, losses, damages and other reasonable expenses, including attorney's fees, arising out of or in connection with any third party claim related to or resulting from (a) any unauthorized representations or warranties given by Agent to potential customers; (b) Agent's breach of or performance or non-performance under this Agreement or (c) any negligence or intentional misconduct of Agent, its officers, directors, employees, and agents.

10.4 Limitation of Liability. NEITHER PARTY WILL NOT BE LIABLE TO THE OTHER, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A PARTY'S INDEMNITY OBLIGATIONS HEREUNDER, A LIABILITY FOR ANY CLAIMS ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WILL NOT EXCEED THE FEES PAID TO AGENT HEREUNDER DURING THE CALENDAR YEAR IN WHICH SUCH CLAIMS WERE BROUGHT. THE LIMITED REMEDIES, LIABILITY AND WARRANTY PROVISIONS OF THIS AGREEMENT ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

11. MISCELLANEOUS

11.1 Construction. The captions, titles, and headings included in this Agreement are for convenience only and do not affect this Agreement's construction or interpretation. Any reference to an Article, Section, or Schedule in this Agreement shall refer to an Article or Section of, or Schedule to, this Agreement, unless the context otherwise requires. This Agreement is for the sole benefit of the parties and does not and is not intended to confer any rights or remedies in favor of any Person (including any employee, director, shareholder or third party lender or service provider of a party) other than the parties.

11.2 Assignment. Except as set forth herein, neither party shall assign, transfer, or otherwise alienate any or all of its rights, duties, or interest under this Agreement without the express prior written consent of the other party, which consent may be granted or withheld in such other party's sole discretion; provided, however, that the foregoing shall in no way restrict the performance of any of the terms or conditions of this Agreement by an affiliate or subsidiary of a party hereto to the extent the same is consistent with the intent of this Agreement. Any assignment, transfer, or alienation in violation of this Section shall be void.

11.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersede (a) all prior oral or written proposals or agreements, (b) all contemporaneous oral proposals or agreements, and (c) all previous negotiations and all other communications or understandings between the parties, in each case with respect to the subject matter hereof.

11.4 Notices. Any notice, instruction, direction or demand under the terms of this Agreement required to be in writing shall be deemed effectively given upon delivery, if delivered by hand, facsimile (at the number below) or via means of electronic transmission (at the address below), or 72 hours after having been mailed (with postage prepaid), to the following addresses:

If to AOS to:

AdvanceOnline Solutions, Inc.
1811 Bering Drive, Suite 430
Houston, Texas 77057
Fax No.: 713-621-7500
Attention: President
Email Address: kurdahl@advanceonline.com

If to Agent to:

**OSHA Training Institute Education Center
Chabot-Las Positas Community College District**

7600 Dublin Boulevard, Suite 102

Dublin, CA 94568-2944

Attn: Julia Dozier, District Executive Director, Economic Development & Contract Education

Phone: (866) 936-6742

Fax: (925) 249-9367

or to such other addresses or telecopy numbers as may be specified by like notice to the other party.

11.5 Governing Law. This Agreement shall be governed by applicable Federal and State laws. The prevailing party in any action brought to enforce or interpret any provision or obligation hereunder shall be entitled to recover costs and reasonable attorney's fees.

11.6 Severability. If any term or other provision of this Agreement shall be determined by a court, governmental authority, or arbitrator to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not render the entire Agreement invalid. Rather, this Agreement shall be construed as if not containing the particular invalid, illegal, or unenforceable provision, and all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent permitted under applicable Law.

11.7 Amendment. This Agreement may only be amended by a written agreement executed by both parties.

11.8 Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same agreement. Any signature affixed to this Agreement by a party hereto may be delivered by such party to the other party via electronic or facsimile transmission and any party's signature affixed to this Agreement that is delivered to the other party via an electronic or facsimile transmission shall be treated as an original signature to this Agreement and will constitute an original counterpart of this Agreement.

11.9 Waiver. A provision of this Agreement may be waived only by a writing signed by the party intended to be bound by the waiver. A party is not prevented from enforcing any right, remedy, or condition in the party's favor because of any failure or delay in exercising any right or remedy or in requiring satisfaction of any condition, except to the extent that the party specifically waives the same in writing. A written waiver given for one matter or occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver for any other matter or occasion. Any enumeration of a party's rights and remedies in this Agreement is not intended to be exclusive, and a party's rights and remedies are intended to be cumulative to the extent permitted by law and include any rights and remedies authorized in law or in equity.

11.10 Relationship of Parties. This Agreement does not create a fiduciary relationship, partnership, joint venture, or relationship of trust or agency between the parties.

11.11 Further Assurances. From time to time, each party agrees to execute and deliver such additional documents, and will provide such additional information and assistance as any party may reasonably require to carry out the terms of this Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date.

AGENT:

OSHA Training Institute Education Center
Chabot-Las Positas Community College District

By: _____

Printed Name: Doug Roberts

Title: Interim Vice Chancellor, Business Services

AOS:

AdvanceOnline Solutions, Inc.

By: _____

Printed Name:

Title:

**Exhibit A
Programs**

ADVANCEONLINE DIGITAL 2000 TRAINING PLATFORM OVERVIEW

- ❖ Turn Key Chabot OTI Branded Web Site – OSHA 10 (\$79.00) / OSHA 30 (\$169.00)
Construction/General Industry
- ❖ Additional Training available
- ❖ Online Credit Card Access
- ❖ 30% off Posted Rates
- ❖ Chabot-Las Positas Community College District OSHA Training Institute Education Center to determine discount split (eg. 20% to customer 10% Revenue to OTIEC)
- ❖ All levels of technical & IT support
- ❖ Customer service available by phone, Email student portal. Answers from 500 level OSHA instructors
- ❖ **CLPCCD 30% off list Price**

OSHA OUTREACH COURSES (10-Hour)	List Price
OSHA 10-Hour Construction Safety	\$79.00
OSHA 10-Hour General Industry Safety	\$79.00
OSHA OUTREACH COURSES (30-Hour)	List Price
OSHA 30-Hour Construction Safety	\$169.00

OTHER PLATFORM CAPABILITIES (For discussion below)

- ❖ Cloud based Learning Management System
- ❖ Mobile Learning! - Access training via PC, laptop, smart phone, iPad, Tablets, Smart TV's
- ❖ Robust reporting with Digital Dashboards - Have an instant snapshot of your Sales
- ❖ Virtual Classrooms – Blended learning. Instructor led with HD video streaming classrooms
- ❖ Mobile Learning - Tablet, phones and mobile devices
- ❖ Course development engine – Upload & create your own online courses with ease
- ❖ Easy integration of all your current training

CREATE YOUR OWN TRAINING

- ❖ Custom e-Learning course creation tool, exam builder, survey modules and certificate modules
- ❖ Import and convert existing Instructor-Led Training into online training courses
- ❖ Digital fillable documents & digital signatures
- ❖ Present & convert Live Virtual Training sessions into online courses
- ❖ New hire orientation / onboarding automation

ONBOARD TRAINING CONTENT (1,800+ courses to choose from)

- ❖ Advance Online Solutions Catalog – All wholly owned AOS courses (OSHA, DOT, Hazmat)
- ❖ Digital 2000 Catalog – All wholly owned Digital 2000 video-based content
- ❖ Video On-Demand catalog - stream content
- ❖ English and Spanish courses. Platform supports 9 languages

SUPPORT: All levels of technical & IT support.

Customer service available by phone, Email student portal. Answers from 500 level OSHA instructors

TECHNICAL SPECIFICATIONS

- ❖ Open architecture (xAPI): Allows clients to integrate D2K data into client platforms like: HR, CRM, ERP
- ❖ SSO: Single Sign-On: Allows students to login to ONE platform and pass into D2k seamlessly
- ❖ 3rd Party Training Content: Easily load 3rd party SCORM/Tin Can course
- ❖ Global Resource Library: Save documents to an onboard student accessible library