

Prodevia Learning Instructor Terms

These Instructor Terms were last updated July 31, 2020.

Instructors deemed by Prodevia Learning to be subject matter experts who desire to create an on-demand video for inclusion in Prodevia Learning Inc.'s ("Prodevia Learning") on-line course offerings must agree to the Instructor Terms as detailed below. All Instructors who chose to develop a course for consideration must agree to the terms detailed below as a condition of submission. As of July 2020, Prodevia Learning is not currently accepting submissions from potential instructors in California.

1. Course Requirements ("the Course")

In accordance with the [Prodevia Learning Instructor Guide](#), the terms of which are incorporated herein by reference, Prodevia Learning will work directly with the Instructor to design and create the Course to ensure industry and PMI[®] standards are met.

2. Instructor Obligations

As an Instructor, you are responsible for all content that you develop, including lectures, assignments, resources, answers, course landing page content, and announcements for the Course.

Instructor's represent and warrant that:

- He/she will provide and maintain accurate account information;
- He/she own or have the necessary licenses, rights, consents, permissions, and authority to authorize Prodevia Learning to use the Course as specified in these Terms and the Terms of Use;
- The Course will not infringe or misappropriate any third party's intellectual property rights;
- He/she has the required qualifications, credentials, and expertise (including education, training, knowledge, and skill sets) to teach and offer the services that Instructor offers through as a Course and use of the Services; and
- If contacted by Prodevia Learning, he/she will respond promptly to Prodevia Learning if students of Prodevia Learning ("Students") have any issues regarding the Course and agree to ensure a quality of

- service that corresponds with the standards of the industry and instruction services in general.
- He/she will respond to Students' requests if He/she agrees to provide Students support to those enrolled in the Course.

Instructors represent and warrant that he/she will not:

- Post or provide any inappropriate, offensive, racist, hateful, sexist, pornographic, false, misleading, incorrect, infringing, defamatory or libelous content or information;
- Post or transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, or any other form of solicitation (commercial or otherwise) through the Services or to any user;
- Use the Services for business other than providing tutoring, teaching, and instructional services to Students;
- Engage in any activity that would require us to obtain licenses from or pay royalties to any third party, including the need to pay royalties for the public performance of a musical work or sound recording;
- Impersonate another person or gain unauthorized access to another person's account;
- Interfere with or otherwise prevent other instructors from providing their services or courses; or
- Abuse Prodevia Learning resources, including support services.

3. License to Prodevia Learning

Once a Course is approved, Prodevia Learning does not require an exclusive license to the Course. However, Instructors may agree to provide Prodevia Learning an Exclusive License to the Course and receive payment for an Exclusive License to the Course in accordance with Section 7.1. By granting Prodevia Learning an Exclusive License to the Course, Instructor agrees to not offer the Course through any other provider, forum, market, or platform. Where an Exclusive License to a Course has been granted by the Instructor, the Instructor agrees to not remove the Course from the Catalog for a period of 24 months from the first Enrollment Date of the Course.

Instructors agree to not offer the Course through another provider, forum, market, or platform for a lower enrollment fee.

Instructors grant Prodevia Learning the rights to offer, market, and otherwise exploit the Course. This includes the right to customize the Course to incorporate the Prodevia Learning brand, including but not limited to, adding an introduction, header/footer graphics, and closing.

Unless otherwise agreed (including within our Promotions Policy), you have the right to remove the Course from the Prodevia Learning library of on-line created courses conforming to aforementioned standards in Paragraph 3, above (the “Catalog”) at any time. However, (1) rights given to Students before the Course’s removal will continue in accordance with the terms of those licenses (including any grants of lifetime access) and (2) Prodevia Learning's right to use such the Course for marketing purposes shall survive termination. Notwithstanding the foregoing, in the event a Course is removed from the Catalog, Instructor support for the Students shall continue for a period of thirty (30) days.

We may record all or any part of the Course for quality control and for delivering, marketing, promoting, demonstrating, or operating the Services. Instructor grants Prodevia Learning permission to use Instructor’s name, likeness, voice, and image in connection with offering, delivering, marketing, promoting, demonstrating, and selling the Services, Instructor’s Submitted Content, or Prodevia Learning's content, and Instructor waives any rights of privacy, publicity, or other rights of a similar nature, to the extent permissible under applicable law.

4. Trust and Safety

4.1 Trust & Safety Policies

Instructors agree to abide by these Trust & Safety policies of Prodevia Learning and other course quality standards or policies prescribed by Prodevia Learning from time to time. Instructors should check these policies periodically to ensure that Instructors comply with any updates to them. Instructors understand that use of the Services is subject to Prodevia Learning's approval, which we may grant or deny at our sole discretion.

We reserve the right to remove courses, suspend payouts, and/or ban instructors for any reason at any time, without prior notice, including in cases where:

- an instructor or course does not comply with our policies or legal terms contained herein;
- an instructor engages in behavior that might reflect unfavorably on Prodevia Learning or bring Prodevia Learning into public disrepute, contempt, scandal, or ridicule;
- an instructor engages the services of a marketer or other business partner who violates Prodevia Learning's policies; or
- as determined by Prodevia Learning in its sole discretion.

4.2 Co-Instructors and Teaching Assistants

Co-Instructors and Teaching Assistants are not allowed without the express permission of Prodevia Learning who will qualify said co-instructors and teaching assistants using the same evaluation procedures for the Instructors. However, the only binding contractual relationship is between Prodevia Learning and the Instructor. Instructor agrees that no contractual relationship arises between said third-party co-instructor(s) or teaching assistants and Prodevia Learning expressly disavows any right by third-parties to seek compensation for the Course. Prodevia Learning is not able to advise on any questions or mediate any disputes between Instructors and such third parties, including disputes regarding revenue share.

4.3 Relationship to Other Users

Instructors do not have a direct contractual relationship with Students, so the only information Instructors will receive about Students is what is provided to Instructors by Prodevia Learning. Instructors agree that Instructors will not use the data Instructors receive for any purpose other than providing his/her services to Students of Prodevia Learning, and that Instructors will not solicit additional personal data or store Students' personal data. Instructors will indemnify Prodevia Learning against any claims arising from his/her use of Students' personal data.

4.4 Anti-Piracy Efforts

Prodevia Learning partners with anti-piracy vendors to help protect Instructors' courses from unauthorized use. To enable this protection, Instructors hereby appoint Prodevia Learning and our anti-piracy vendors as his/her agents for the purpose of enforcing copyrights for each of his/her

courses, through notice and takedown processes (under applicable copyright laws like the Digital Millennium Copyright Act) and for other efforts to enforce those rights. Instructors grant Prodevia Learning and our anti-piracy vendors primary authority to file notices on his/her behalf to enforce his/her copyright interests.

Instructors agree that Prodevia Learning and our anti-piracy vendors will retain the above rights unless Instructors revoke them by sending an email to services@prodevia.com with the subject line: "Revoke Anti-Piracy Protection Rights" from the email address associated with his/her account. Any revocation of rights will be effective 48 hours after we receive it.

4.5 Peer Review and Course Improvement

As part of its continuous improvement process, the Instructor grants Prodevia Learning the right to provide the Course to an unlimited number of students selected by Prodevia Learning for the purpose of conducting peer-review of the Course prior to the release for enrollment in the Catalog. Instructor will not incur PDU/video expenses or collect revenue related to the pre-publication peer-review distribution of any Course.

In the event Prodevia Learning, through student evaluations, external audits, or other methods of evaluation determines that the Course needs to be modified as part of the improvement process, Instructor agrees to comply with Prodevia Learning's requests for modification. Instructor agrees the Course may be removed from the Catalog until such modifications are made.

5. Relationship with PMI

Instructor agrees that he/she is not permitted to identify him or herself as an authorized training partner with the Project Management Institute ("PMI") in any capacity including but not limited to subsidiary, related or affiliated entity, or any contractor or subcontractor and must take reasonable steps to prevent any and all such entities from misrepresenting such status. This prohibition includes using the PMI® R.E.P. trademark and reporting any violations of this requirement to PMI.

6. Pricing

6.1 Price Setting

When creating a course, Instructors will be prompted to select a Base Price of the Course based on the following price tier:

\$19.99 (USD) minimum Base Price, to \$999.99(USD) maximum Base Price.

The Base Price of the Course in the Catalog will always be rounded to the nearest ".99" (USD.)

Instructors give us permission to share his/her courses for free with our employees, with selected partners, and in cases where we need to restore access accounts who have previously purchased Instructors' courses. Instructor understands that he/she will not receive compensation in these cases.

Prodevia agrees to provide a discount code to each Instructor for each Course providing a 10% discount when said code is utilized upon online enrollment.

6.2 Transaction Taxes

If a student purchases a product or service in a country that requires Prodevia Learning to remit national, state, or local sales or use taxes, value added taxes (VAT), or other similar transaction taxes ("Transaction Taxes"), under applicable law, we will collect and remit those Transaction Taxes to the competent tax authorities for those sales. We may increase the sale price at our discretion where we determine that such taxes may be due. For purchases through mobile applications, applicable Transaction Taxes are collected by the mobile platform (such as Apple's App Store or Google Play).

6.3 Sale Promotions

- Instructors may place the Course on sale in 1% increments from 10%-55% (a "Sale").
- The minimum Sale price of any course shall be \$9.99 (USD).
- The Sale price of a Course may not be lower than the Net Amount of the Course, as defined in section 7.1.
- The Sale price of the Course in the Catalog will always be rounded to the nearest ".99" (USD.)

- No later than 3 business days prior to the Sale, Instructors must notify Prodevia Learning the date the Sale will commence and end along with the discounted rate and date range for the Sale.
- Instructors consent to Prodevia Learning placing the Course on Sale at Prodevia Learning's discretion with the discount rate of 10%-55%, in 1% increments, and for any duration.

7. Payments

7.1 Revenue Share

The Customer will remit payment for the Course, as priced by the Instructor pursuant to Paragraph 6, above, plus applicable taxes (the "Gross Amount"). From the Gross Amount, Prodevia Learning will subtract taxes, a \$1.00 fee for each PDU credit recognized by PMI or IIBA with a minimum \$1.00 PDU fee, a hosting expense of \$1.00 per hour for the Course, rounded to the nearest 15 minutes, with a minimum of \$1.00, and a 3% processing expense (4% in Japan), to compute the "Net Amount."

Prodevia Learning will remit payment to Instructor of 50% of the Net Amount, in U.S. dollars (USD) regardless of the currency with which the sale was made. Instructors that provide Prodevia Learning an exclusive license to the Course, as defined in Section 3, will receive payment of 70% of the Net Amount, in U.S. dollars (USD) regardless of the currency with which the sale was made. The Instructor's revenue report will show the sales price (in USD) and revenue amount (in USD).

7.2 Receiving Payments

Payment will be transmitted via PayPal and Instructor must create and maintain a PayPal account in good standing and must keep Prodevia Learning informed of the correct email associated with the account. Instructor will be considered an independent contractor but must also provide any identifying information or tax documentation (such as a W-9 or W-8) necessary for payment of amounts due. Instructor agrees that Prodevia Learning has the right to withhold appropriate taxes from the payments, as necessary. Prodevia Learning reserves the right to withhold payments or impose other penalties if it does not receive proper identifying information or tax documentation from Instructor. Instructor understands and agrees that he/she is ultimately responsible for any taxes on income.

Payment will be made within 45 days of the end of the month in which Prodevia Learning receives the fee for a course.

All Instructors are responsible for determining whether he/she is eligible to be paid by a U.S. company. Prodevia Learning reserves the right not to pay out funds in the event of identified fraud, violations of intellectual property rights, or other violations of the law.

If Prodevia Learning cannot settle funds into Instructor's payment account after the period of time set forth by applicable state, country, or other government authority in its unclaimed property laws, Prodevia Learning may process the funds due to Instructor in accordance with legal obligations, including by submitting those funds to the appropriate government authority as required by law.

7.3 Refunds

Instructor acknowledge and agree that Students have the right to receive a refund upon request by a Student within 30 days of online enrollment. Notwithstanding the foregoing, Prodevia does not issue refunds more than 30 days after the enrollment date, in the event PDU's are issued for the Course, or if 50% or more of a Course has been consumed. Instructors will not receive any revenue from transactions for which a refund has been granted under the Terms of Use.

If a Customer asks for a refund after Prodevia Learning has paid the relevant instructor payment, Prodevia Learning reserves the right to either (1) deduct the amount of the refund from the next payment sent to the instructor or (2) where no further payments are due to the instructor or the payments are insufficient to cover the refunded amounts, require the instructor to refund any amounts refunded to Students for the instructor's courses.

8. Trademarks

While Instructor are a published instructor and subject to the requirements below, Instructor may use our trademarks where we authorize Instructor to do so.

Instructor must:

- only use the images of our trademarks that we make available to Instructor, as detailed in any guidelines we may publish;
- only use our trademarks in connection with the promotion and sale of Prodevia Learning courses or Instructor's participation on Prodevia Learning; and
- immediately comply if we request that Instructor discontinue use.

Instructor must not:

- use our trademarks in a misleading or disparaging way; or
- use our trademarks in a way that violates applicable law or in connection with an obscene, indecent, or unlawful topic or material.

9. Sanctions and Export Laws

Instructor warrant that he/she is not restricted from using the Services under U.S. sanctions or export laws (as an individual or as an officer, director, or controlling shareholder of any entity on whose behalf Instructor use the Services). If Instructor becomes subject to such a restriction while subject to these Instructor Terms, Instructor will notify Prodevia Learning within 24 hours, and Prodevia Learning will have the right to terminate any further obligations to Instructor, effective immediately and with no further liability to Instructor (but without prejudice to outstanding obligations to Prodevia Learning). Instructor will not use the Services to conduct or facilitate any transaction with any other individual or entity subject to such a restriction. Instructor may not remove, export, or allow the export or re-export of the Services (or any product thereof, including technical data) outside the U.S. in violation of any restrictions, laws, or regulations of the U.S. or any other applicable country.

10. Deleting Instructor Account

Instructor may seek the deletion of his/her account by contacting Prodevia Learning at services@prodevia.com. Prodevia Learning will use commercially reasonable efforts to make any remaining scheduled payments that are owed to Instructor before deleting the account. Instructor understands that if the Customer has previously enrolled in Course, Instructor's name and that Submitted Content will remain accessible to those Students after the Instructor account is deleted. If Instructor needs help or

encounters difficulty deleting an account, contact Prodevia Learning at services@prodevia.com.

11. Miscellaneous Legal Terms

11.1 Updating These Terms

From time to time, we may update these Terms to clarify our practices or to reflect new or different practices (such as when we add new features), and Prodevia Learning reserves the right in its sole discretion to modify and/or make changes to these Terms at any time. If Prodevia Learning makes a material change, it will notify the Instructor using prominent means such as by email notice sent to the email address specified in the Instructor's account or by posting a notice through our Services. Modifications will become effective on the day they are posted unless stated otherwise.

Instructor's continued use of Services after changes become effective shall mean that Instructor accept those changes. Any revised Terms shall supersede all previous Terms.

11.2 Translations

Any version of these Terms in a language other than English is provided for convenience and Instructor understand and agree that the English language will control if there is any conflict.

11.3 Relationship Between Us

Instructor and we agree that no joint venture, partnership, employment, fiduciary, or agency relationship exists between us.

11.4 Survival

Where applicable, certain sections shall survive the expiration or termination of these Terms including but not limited to: Sections 4 (License to Prodevia Learning), 5.3 (Relationship to Other Users), 7.2 (Receiving Payments), 7.3 (Refunds), 10 (Deleting Instructor Account), and 11 (Miscellaneous Legal Terms).

12. Governing Law

The terms of this Agreement shall be governed by the laws of the State of Georgia. In the event there is a dispute between the parties, Prodevia Learning and the Instructor consent to the jurisdiction and venue of the Courts of Cobb County, Georgia to resolve all matters.

13. Notification

To reach Prodevia Learning or to provide notice in accordance with any provision in this Instructor Terms Agreement, please send all emails with read receipt to services@prodevia.com.