

Affiliate Licensing Agreement

This Affiliate License Agreement (the "Agreement") is made as of this 17 day of November, 2011 (the "Effective Date") between **Cengage Learning, Inc.**, ("Licensor") a Delaware Corporation, with offices at 3100 Cumberland Blvd, Ste 1450, Atlanta, GA 30339 and Victoria College ("Affiliate"), located at 2200 E. Red River, Victoria, TX 77901

In consideration of the mutual promises contained herein, the parties agree as follows:


SECTION 1: DEFINITIONS

Unless otherwise specified, capitalized terms used in this Agreement shall have the meanings set forth below:

- 1.1 **Licensee Affiliates** shall mean any company or entity, including, without limitation, corporations, partnerships, joint ventures, and limited liability companies, in which Licensee owns at least a ten percent ownership, equity, or financial interest.
- Licensor Affiliates** shall mean any company or entity, including without limitation, corporations, partnerships, joint venture partners, or any organization that can assist licensor in achieving its mission"
- 1.2 **Intellectual Property Rights** shall mean all rights in and to trade secrets, patents, copyrights, trademarks, know-how, as well as moral rights and similar rights of any type under the laws of any domestic or foreign governmental authority.
- 1.3 **Licensor Brand Features** shall mean all trademarks, service marks, logos and other distinctive brand features of Licensor that are used in or relate to the Licensor Proprietary Materials.
- 1.4 **Licensor Proprietary Materials** shall mean, collectively, all materials, data, and other information provided to Licensee.

SECTION 2: GRANT OF LICENSES; OWNERSHIP

- 2.1 Grant of Licenses. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, under Licensor's Intellectual Property Rights:
- a) A license to promote licensor online distance education courses under the terms set forth herein.
- b) A license to use and display the Licensor Brand Features in connection with:

Initial 

- (i) The presentation of the Licensor Proprietary Materials in distance education courses; and
- (ii) The marketing and promotion of the Licensor Proprietary Materials presented in distance education courses.

2.2 Ownership. Licensee acknowledges and agrees that:

- a) As between Licensor on the one hand, and Licensee and its Affiliates on the other, Licensor owns all right, title and interest, including all Intellectual Property Rights in the Licensor Proprietary Materials and the Licensor Brand Features;
- b) Nothing in this Agreement shall confer in Licensee or an Affiliate any right of ownership in the Licensor Proprietary Materials or the Licensor Brand Features; and
- c) Neither Licensee nor its Affiliates shall now or in the future contest the validity of the Licensor Brand Features.

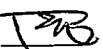
SECTION 3: RESPONSIBILITIES OF THE PARTIES

3.1 Licensor's Responsibilities and Warranties.

- a) In addition to any responsibilities that may be set forth in Exhibit A, Licensor will provide on-going assistance to Licensee with regard to facilitating the sales of the Licensor's Online Courses as may be reasonably requested by Licensee.
- b) Licensor represents and warrants that it is the creator and owner of the Licensor Online Courses and has full power and authority to enter into this Agreement and grant the rights and affiliate licenses set forth.

3.2 Licensee's Responsibilities and Warranties.

- a) In addition to any responsibilities that may be set forth in Exhibit A, Licensee will be responsible for the design, layout, posting, and maintenance of the marketing materials for the sale and promotion of the Licensor Online Courses. Although not mandatory, Licensor shall be entitled to review and approve of all such marketing materials prior to any dissemination. Such approval shall not be unreasonably withheld.
- b) Licensee will not alter or impair any acknowledgment of copyright or other Intellectual Property Rights of Licensor that may appear on the Licensor websites or in the Licensor Online Courses and the Licensor Brand Features, including all copyright, trademark and similar notices that Licensor may reasonably request.
- c) Licensor shall provide reports and payments relating to the sale of the Licensed Online Courses under the terms set forth herein under Exhibit A.
- d) Licensee will use its best business efforts to market and sell the Licensor Online Courses.

Initial 

SECTION 4: INDEMNIFICATION

4.1 Licensors shall indemnify and hold harmless Licensee, its affiliates, directors, officers, employees and shareholders from and against any losses, claims, demands, expenses (including reasonable attorney's fees), or liability of any kind (collectively "Liabilities") resulting from any breach by Licensors of its warranties hereunder. Licensors shall, at its own expense, defend against any such Liabilities provided that:

- a) Licensee promptly notifies Licensors in writing of any claim;
- b) Licensors has sole control of the settlement or defense of any action against Licensee to which this indemnity relates; and
- c) Licensee cooperates with Licensors in every reasonable way to facilitate such defense. Notwithstanding the foregoing, Licensee may participate in its own defense at its own expense, and shall not object to any settlement or negotiation that releases Licensee from any Liability (excluding expenses) in respect of infringement.

4.2 Licensee shall indemnify and hold harmless Licensors, its affiliates, directors, officers, employees and shareholders from and against any losses, claims, demands, expenses (including reasonable attorney's fees), or liability of any kind (collectively "Liabilities") resulting from any breach by Licensee of its warranties hereunder. Licensee shall, at its own expense, defend against any such Liabilities provided that:


- a) Licensors promptly notifies Licensee in writing of any claim;
- b) Licensee has sole control of the settlement or defense of any action against Licensors to which this indemnity relates; and
- c) Licensors cooperates with Licensee in every reasonable way to facilitate such defense. Notwithstanding the foregoing, Licensors may participate in its own defense at its own expense, and shall not object to any settlement or negotiation that releases Licensors from any Liability (excluding expenses) in respect of infringement.

SECTION 5: LIMITATION OF LIABILITY

Except as provided in Section 4, under no circumstances shall licensors, licensee, or any affiliate be liable to another party for indirect, incidental, consequential, special or exemplary damages arising from this agreement, even if that party has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

SECTION 6: CONFIDENTIALITY

Each party shall keep confidential, and shall not use or disclose to any third party any information it may acquire concerning the other party's business. In particular, each party will keep confidential, and will not itself use or disclose to any third parties (except as necessary for the performance of the terms of this Agreement) the identity of the other's customers and the

Initial 

uses made by customers of the Licensed Proprietary Materials. Notwithstanding the foregoing, information that:

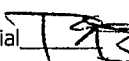
- a) Is or becomes publicly available other than through unauthorized disclosure by the receiving party;
- b) Is made available to the receiving party as a matter of right by any person other than the disclosing party; or
- c) Is independently developed by the receiving party, shall not be considered confidential for purposes of this Agreement.

SECTION 7: TERM, PAYMENT AND TERMINATION

- 7.1 Initial Term and Renewals This Agreement will become effective as of the Effective Date and shall, unless sooner terminated as provided below or as otherwise agreed, remain effective for a term ending December 31, 2011 (the Term). The Term shall automatically renew on an annual basis unless terminated at the end of the initial term or any renewal term by the terminating party giving notice to the other party at least ninety (90) days written notice prior to the end of the initial term or any renewal term.
- 7.2 Payment Licensor shall pay Licensee according to the schedule attached hereto as Exhibit A.
- 7.3 Termination for Cause Notwithstanding the foregoing, this Agreement may be terminated by either party immediately upon notice if the other party:
- a) Becomes insolvent;
 - b) Files a petition in bankruptcy;
 - c) Makes an assignment for the benefit of its creditors; or
 - d) Breaches any of its obligations under this Agreement in any material respect, which breach is not remedied within thirty (30) days following written notice to such party.
- 7.4 Effect of Termination Any termination pursuant to this Section 7 shall be without any liability or obligation of the terminating party, other than with respect to any breach of this Agreement prior to termination. The provisions of Sections 4 and 5 shall survive any termination or expiration of this Agreement.
- 7.5 Full Accounting Licensor shall provide Licensee with a full accounting of all sales through the effective date of termination together with final payment.

SECTION 8: PUBLIC ANNOUNCEMENTS; NOTICE; MISCELLANEOUS PROVISIONS

- 8.1 Public Announcements The parties will cooperate to create any and all appropriate public announcements relating to the relationship set forth in this Agreement. Neither party shall make any public announcement regarding the existence or content of this Agreement without the other party's prior written approval and consent.

Initial 

- 8.2 Notices All notices, requests and other communications called for by this agreement shall be deemed to have been given immediately if made by telecopy or electronic mail (confirmed by concurrent written notice sent first class U.S. mail, postage prepaid) or to such other addresses as either party shall specify to the other in writing;

If to Licensee:

Cengage Learning, Inc
Attn: Bud Hunsucker
3100 Cumberland Blvd, Ste 1450
Atlanta, GA 30339

If to Licensor:

Miscellaneous Provisions

- a) This Agreement will bind and insure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement, in whole or in part, without the other party's written consent; provided, however, that either party may assign this Agreement without such consent in connection with any merger, consolidation, any sale of all or substantially all of such party's assets or any other transaction in which more than fifty percent (50%) of such party's voting securities are transferred. Any attempt to assign this Agreement other than in accordance with this provision shall be null and void.
- b) This Agreement will be governed by and construed in accordance with the laws of the State of Georgia, without reference to conflicts of laws rules, and without regard to its location of execution or performance.
- c) If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in force.
- d) The prevailing party in any action to enforce this Agreement shall be entitled to reimbursement of its expenses, including reasonable attorney's fees.
- e) Neither this Agreement, nor any terms and conditions contained herein may be construed as creating or constituting a partnership, joint venture or agency relationship between the parties.
- f) This Agreement and its exhibits are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings, both written and oral, regarding such subject matter. The parties represent and covenant to each other that the signatories to this Agreement have the full authority to enter into this Agreement.

Initial 



CENGAGE
Learning

CompuTaught
Professional Licensing Education

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

LICENSOR:

C.R. Hunsucker Jr.

C.R. Hunsucker Jr.
Vice President Business Development
Cengage Learning CompuTaught
3100 Cumberland Blvd. Suite 1450
Atlanta, GA 30339
800-860-7479
Fax: 770-424-3150

LICENSEE:

Tom Butler

Dr. Tom Butler
President
Victoria College
2200 E. Red River
Victoria, TX 77901
361-582-2560
Fax: 361-572-1649

Initial TJB

EXHIBIT A: Cengage Learning's Affiliate Licensing Policy

Outlined below are policies and guidelines for the Program. After you have read this policy, please initial each page (bottom right corner), sign and date, make a copy for your records and then mail the signed original to **Cengage Learning, 3100 Cumberland Blvd., Ste 1450, Atlanta, GA. 30339. Attn: Business Development.**

The original signed document which acknowledges your understanding and acceptance of the stated policies and guidelines must be on file in our office in order for us to maintain the live status of your account.

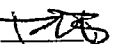
REGULATORY COMPLIANCE:

In all states, there are stringent regulatory statutes and rules in regards to the offering and/or delivery of "licensing education". To intentionally or unintentionally imply, infer, or otherwise mislead or confuse a licensing student as to the name of the actual provider (school) where they are purchasing the licensing course and receiving a completion certificate violates both the intent and spirit of those state statutes and rules.

1. As a Cengage Learning affiliate partner, you are not offering or providing the licensing education. You are referring potential students to Cengage Learning's approved licensing school, Career WebSchool (www.careerwebschool.com).
2. We will provide you with specific language which shall be placed in a visible location on all website pages, marketing, and advertising literature relating to promoting our partnership and the offering of licensing courses from Career WebSchool. This language shall not be modified in anyway without our express consent.
 - a. If you are a licensing school, on any page where you are promoting the availability of licensing courses from Career WebSchool you shall clearly differentiate between the offerings of your school and Career WebSchool. This requirement for differentiation also applies to any partnerships you may have with other course providers.
 - b. In many instances we have a dual relationship with clients. They are the approved school offering Cengage Learning Real Estate courses and choose to be an affiliate referral partner to Cengage Learning's retail outlet Career WebSchool for Appraisal and/or Home Inspection courses. Once again, on any page where you are promoting the availability of licensing courses from Career WebSchool you shall clearly differentiate between the offerings of your school and Career WebSchool so as not to confuse the student as to which provider is offering the licensing course.
 - c. In all cases Cengage Learning shall have final approval for the language used.

ADMINISTRATION OF STUDENTS:

Any enrollment generated by your account ID results in a student for Career WebSchool. The student shall comply with all of Career WebSchool's policies and procedures.

Initial 

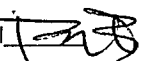
1. It is imperative that you and your employees understand that the student is purchasing or has purchased a licensing course from Career WebSchool.
 - You shall ensure that any communication in regards to the purchase, policies, exams, refunds, extensions, etc., be directed to Career WebSchool (800-532-7649).
 - Please instruct your employees to resist the temptation to address the student's questions regardless of whether they believe they can answer the questions.
2. All course completion certificates shall be provided by Career WebSchool. Do not generate completion certificates for any of your referral students under any circumstances.
3. If a course requires a proctored final exam, the student shall coordinate scheduling and the proctoring of that exam with Career WebSchool administrators. There are stringent regulated guidelines for proctoring exams that must be followed by the school and student. In some instances, you or one of your employees may be asked to proctor an exam for a referral student. Career WebSchool administrators will coordinate the scheduling, ship the exam materials, and provide proctoring guidelines and procedures for returning the completed exams. Under no circumstance shall you review or attempt to grade the exam with the student.

E-COMMERCE PROCEDURES:

1. In order for you to receive a referral fee or for your referred student to receive a discount, the student **MUST** purchase their course from the Career WebSchool web site using link(s) placed on your website. As a member of the Cengage Learning affiliate network, you are required to utilize the link(s) we provide for student registrations. Students register for their course(s) by clicking on the affiliate referral link(s) which takes them to the Career WebSchool web site. From there, they will select and purchase their course(s).
2. The registration shall be through our e-commerce system only.
 - a. The student is purchasing a “regulated” course from an approved provider, Career WebSchool, in a particular state.
 - b. As such, Career WebSchool is the only entity that can process the monetary transaction.
 - c. It is illegal for you to “pre-register” and/or “collect money” for a licensing course unless you are the actual approved provider of that course.

ACCESS TO AND UTILIZATION OF REFERRED STUDENT INFORMATION:

Via email your designated point of contact will be notified every time a student enrolls in a course using your affiliate referral ID number. As a Cengage Learning affiliate, we will provide

Initial 



you with a unique user name and password to access Cengage Learning's Learning Management System (CMS). From the CMS, you can view details of the enrollment transaction (what was purchased, when, by whom) and detailed contact information on the student.

1. Communication with a student is not forbidden but, we request that you or your representative not abuse the privilege and abide by any regulatory constraints required by your state.
2. For Real Estate Brokerages specifically; you must adhere to the statutes and rules in your state governing "recruiting" during the education process.

We reserve the right to protect Career WebSchool students from repeated direct e-mail or mail campaigns without their expressed permission given to us. Contact Cengage Learning Business Development for further clarification if required. 800-860-7479

CHECKS/PAYMENTS:

If you chose the referral fee option at sign up, on the 15th of each month, a check will be sent to you for any referral fees earned during the previous month. If we process a cancelled enrollment or refund for a student, your check will reflect the cancelled or refunded amount for that transaction. Questions regarding your payments or referral percentage should be addressed with a Business Development representative at Cengage Learning; 800-860-7649.

VIOLATIONS OF POLICIES AND GUIDELINES:

Because we are dealing with enrollments in licensing courses in highly regulated industries, we are much attuned to potential issues which could negatively effect our business and standing with the regulators in any given state. We make every attempt to monitor what our affiliate partners are saying on their websites and in their marketing literature that relates to the Cengage Learning affiliation. But, due to the ever increasing number of affiliates it is impossible for us to maintain a real time monitoring of our affiliates.

Therefore any violation of our policies and guidelines whether intentional or unintentional MAY result in immediate termination of your links to Career WebSchool. We will always attempt to notify you prior to any termination and work with you to correct the violation.

If you have any questions, please do not hesitate to contact us at 800-860-7479. We look forward to working with you!

By signing below I am signifying that I am an approved representative of the business entity signing up for the Cengage Learning affiliation and that I have read, understand, and will comply with the stated policies and guidelines.

Legal Name of Business: VICTORIA COLLEGE

(Print Name) Tom Butler

Signature: Tom Butler

Date: 11/17/2011

Initial TB



EXHIBIT B: Fee Structure for Online Appraisal Course Delivery, and Support

Licensors and Licensees have entered into a good faith agreement allowing Licensee to receive an affiliate referral fee on Licensors Courses.

In order to ensure that all course sales generated through your link are properly attributed to your website, please fill in the information requested below (all fields are required). Upon receipt of this information, you will be e-mailed the link (s) to add to your website and instructions on accessing the CompuTaught Management System (CMS).

Business Name: VICTORIA COLLEGE

Web Address: WWW.VICTORIACOLLEGE.EDU

PRINCIPAL (Person responsible for the business entity)

Name: DR. TOM BUTLER

Title: PRESIDENT

Address: 2200 E. RED RIVER

City: VICTORIA

State: TX

Zip: 77901

Email: tom.butler@victoriacollege.edu

Phone Number: 361-582-2560

Fax Number: 361-572-6419

The Primary Administrative Point of Contact

Please check if same as principal ☐

Name: RADONNA BROWN

Title: WORKFORCE TRAINING PROGRAM COORDINATOR

Address: 2200 E. RED RIVER

City: VICTORIA

State: TEXAS

Zip: 77901

Email: radonna.brown@victoriacollege.edu

Phone Number: 361-582-2432

Fax Number: 361-582-2574

Initial TB



CENGAGE
Learning

CompuTaught
Professional Licensing Education

As an Affiliate, you have three options:

1. Receive a 30% affiliate referral fee calculated on the net revenue received by Career WebSchool for each course sold through the links you are provided
2. Offer a 30% discount
3. Split the 30% (Example: 15% referral and 15% discount)

☒ I elect to receive the referral fee. ☐ I elect to provide a discounted price.

☐ I elect to split the percentage between referral and discount.

Enter Referral Percentage _____% Enter Discount Percentage _____%

Taxpayer Identification Number (TIN)

(For Individuals, this is your social security number. For other entities, it is your employer identification number. This number **MUST** match what the IRS has on file for the business name provided on page 1 in order to receive payment)

Social Security Number (SSN)

OR

Employer Identification Number (EIN)

7 4 6 0 0 2 4 5 2

Address to send Payment

☐ Please check if same as principal

First Name: SHERRI

Last Name: PALL

Title: VICTORIA COLLEGE

Address: 2200 E. RED RIVER

City: VICTORIA

State: TX

Zip: 77901

Email: sherri.pall@victoriacollege.edu

Phone Number: 361-582-2590

Account Access Information (This enables you to access your account data through the CMS)

Username: rbrown (username should be between 6 -15 characters long)

Password: vcreatestate (password should be between 6 -15 characters long)

Notify Email: radonna.brown@victoriacollege.edu

(Provide an email address for us to send you a notification of each referral registration.)

Please fax and mail this completed to CompuTaught, 3100 Cumberland Blvd., Ste 1450, Atlanta, GA. 30339 Attn: Business Development Fax: 770-424-3150 Phone: 770-919-9191 or 800-860-7479

Initial RP

* * * Communication Result Report (Dec. 5. 2011 9:58AM) * * *

1) VC CONTINUING EDUCATION
2)

Date/Time: Dec. 5. 2011 9:56AM

File No. Mode	Destination	Pg(s)	Result	Page Not Sent
3773 Memory TX	917704243150--3239	P. 12	OK	

Reason for error

E. 1) Hang up or line fail
E. 3) No answer
E. 5) Exceeded max. E-mail size

E. 2) Busy
E. 4) No facsimile connection

FAX**VICTORIA
COLLEGE**

2200 East Red River
Victoria, Texas 77901
www.VictoriaCollege.edu

Date: December 5, 2011
To: Business Development
Fax Number: 770-424-3150
From: Radonna Brown
Phone: 361-582-2432
Number of Pages: 12 (including cover page)
Message:

Please find the attached Affiliate Licensing Agreement.

Thank you,

Radonna L. Brown

Radonna L. Brown, Program Coordinator
Workforce & Continuing Education

VICTORIA
COLLEGE
2200 East Red River | Victoria, TX 77901
(361) 582-2432 | Fax 361-582-2574

Our Fall schedule is now online!
www.VictoriaCollege.edu