

## OPENEDG PARTNER PROGRAM AGREEMENT

Open Education and Development Group (“OpenEDG”) provides the OpenEDG Partner Program and services (“OPP”) expressly subject to the following Terms and Conditions. In the membership of the OPP program as well as using Edube Interactive (edube.org) and OpenEDG Testing Service Platform (TestNow™), the OPP member (“OPPM”) is deemed to have read and agreed to the terms and conditions stipulated in this Agreement.

### 1.

Any information concerning the OPPM and their respective OPPM records (class information, profile information, etc.) may be passed to third parties. However, OPPM records are regarded as confidential and therefore will not be divulged to any third party, other than Pearson VUE (www.pearsonvue.com), Cisco (www.cisco.com), and Fundacja IT (www.fundacja.it); and if legally required to do so to the appropriate authorities. OPPM has the right to request sight of, and copies of any and all OPPM records kept by OpenEDG, on the proviso that OpenEDG are given reasonable notice of such a request. OPPM is requested to retain copies of any literature issued in relation to the provision of services rendered by OpenEDG. Where appropriate, OpenEDG shall issue OPPM with appropriate written information, handouts or copies of records as part of an agreed contract, for the benefit of both parties.

### 2.

OpenEDG use IP addresses to analyze trends, administer the site, track user’s movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Additionally, for systems administration, detecting usage patterns and troubleshooting purposes, OpenEDG/Fundacja IT’s web servers automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL. This information is not shared with third parties and is used only within this company on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above without your explicit permission.

### 3.

Both OPPM and OpenEDG have the right to terminate this Agreement for any reason, including the ending of services that are already underway. No refunds shall be offered, where a service is deemed to have begun and is, for all intents and purposes, underway. Any monies that have been paid to OpenEDG which constitute payment in respect of the provision of unused services, shall be refunded, unless the Agreement has been in the breach of or terminated by OPPM.

### 4.

OPPM shall not re-engineer, reverse engineer, or manipulate in any way, OpenEDG Technology without express prior written permission from OpenEDG. OPPM shall not provide access to

OpenEDG Technology to any other party for the purposes of re-engineering, reverse engineering, copying or manipulation in any manner.

5.

OPPM shall not have the right to disassemble, reproduce, modify, or create derivative works based on OpenEDG Technology. OPPM shall not be entitled to use OpenEDG Technology for internal purposes except as specifically permitted by appropriate written agreements between OPPM and OpenEDG.

6.

OpenEDG prohibits sublicensing or assigning the rights of the OpenEDG Technology without the written consent from OpenEDG. Any violation of this Article shall constitute a Material Breach of this Agreement and result in termination of this Agreement.

7.

"OpenEDG Technology" shall be understood as, without limitation, all intellectual property including patents, trademarks, media, software, business plans or methods, customer lists, Training Materials and courseware, OpenEDG Education Platform and Edube Interactive ([www.edube.org](http://www.edube.org)), OpenEDG Testing Service (TestNow™) and test assessment technology and solutions, and OpenEDG products and services developed and owned or licensed by OpenEDG. As between the Contracting Parties, OpenEDG has and shall retain exclusive ownership of all rights, title and interest in and to OpenEDG Technology.

8.

OPPM shall inform their students about the access to the study resources offered by OpenEDG. The membership of the OPP program shall be free of charge for OPPM.

9.

OPPM Education Partner shall make certain they have a teacher/instructor or teachers/instructors who will organize classes and prepare students for the Exam. "Exam" shall be understood as all OpenEDG exams available at Pearson VUE authorized testing centers as well as exams delivered through the OpenEDG Testing Service program (TestNow™).

OPPM Testing Service Partner shall make certain they have a proctor/invigilator or proctors/invigilators who will organize, supervise, and monitor Exam sessions. "Exam" shall be understood as all OpenEDG exams available through the OpenEDG Testing Service program (TestNow™).

OPPM Publishing Partner shall make certain they have course authors, content writers, editors, SMEs, and a publishing team who will organize and manage the design, development, publishing, and maintenance of courses and training resources aligned with OpenEDG Exams and accredited by OpenEDG.

10.

Neither party shall use or disclose to any third party any Confidential Information of the other for any purpose other than the performance of its obligations under this Agreement. "Confidential Information" shall be understood as all software and codes and materials related to the Study

Resources and Software (including Edube Interactive and TestNow™), and any other information or material provided by OpenEDG to OPPM that is marked “confidential” or “proprietary” or that OpenEDG informs OPPM in writing (or by email) it regards as confidential, proprietary or a trade secret of OpenEDG. “Confidential Information” as it applies to OPPM includes all information and material provided by OPPM to OpenEDG that is marked “confidential” or “proprietary” or that OPPM informs OpenEDG in writing (or by e-mail) it regards as confidential, proprietary or a trade secret of OPPM. The above-mentioned obligations shall not apply to Confidential Information that is made public by the disclosing party, or Confidential Information that is or hereafter becomes part of the public domain through no wrongful act, fault or negligence on the part of the recipient.

11.

OPPM shall be responsible for promoting among students and teachers, and affiliated entities the use of OpenEDG study resources and Testing Program in order to increase the number of students using the OpenEDG resources, and increase the number of OpenEDG exams taken by OPPM students. “Study Resources” (or “Training Resources”, or “Training Platform”) shall be understood as the Edube Interactive Training Platform owned by OpenEDG (edube.org). OpenEDG shall guarantee the proper maintenance and functioning of the Training Platform. OpenEDG shall help support the OPPM.

12.

This Agreement shall commence on the Effective Date and continue for an unspecified period of time.

13.

This Agreement may be terminated for cause at any time, without limiting any party’s other rights or remedies, upon written notice identifying with specificity the cause if either party commits a Material Breach of this Agreement and if such breach continues un-remedied for a period of 30 days after receipt by the other party of written notice thereof. Within 7 days after receipt of a written notice to cure a Material Breach, the breaching party must provide non-breaching party with a written detailed response that identifies how the breaching party will cure the Material Breach within the 30-day time frame provided above. Should the breaching party fail to provide the written response within 7 days as is required, the non-breaching party shall have the right to immediately terminate this Agreement.

14.

OpenEDG and OPPM may terminate this Agreement at any time, on 30 days written notice to the other party. Upon termination, OpenEDG and OPPM shall immediately cease holding themselves out as partners, and remove all references to images and logos representing or relating to their cooperation.

15.

The terms and provisions of this Agreement, together with any exhibits, annexes or addenda, constitute the entire agreement in relation to the subject matter hereof between the parties.

16.

This Agreement shall supersede all previous communications, whether oral or written, between the parties with respect to the subject matter hereof and no agreement varying or extending any of the terms and provisions of this Agreement shall be binding on either party unless in writing (or by email), signed by a duly authorized officer or representative of each of the parties.

17.

This Agreement shall be controlled and construed solely in accordance with the jurisdiction and laws of the courts of the Republic of Poland without giving effect to principles regarding conflicts of laws, and notwithstanding the requirements of United Nations Convention on International Agreements of Cooperation, if applicable.

18.

Any notice under this Agreement shall be sent by email or recognized overnight courier.

If to OpenEDG, to: [partners@openedg.org](mailto:partners@openedg.org)

If to OPPM, to the email address of Organization Manager specified in the application form.