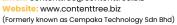






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Pilot Project Terms and Conditions

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1. Pilot Project

1.1 Definition of Pilot Project

Embarking on any project, especially in e-learning development, can be challenging, often reminiscent of the Chinese proverb, "Everything is difficult at the beginning." If you find yourself in the shoes of a Learning & Development Manager or the person responsible for elearning initiatives, initiating the first move may seem daunting. This Pilot Project aims to alleviate that challenge by providing crucial support to kickstart your initial e-learning content development endeavor.

Upon opting for the Pilot Project, you'll incur a modest initial cost, equivalent to 10% of the total module development expense. In return, we commit to delivering a comprehensive SCORM for Topic 1 module. This module includes fully-fledged level 3 animations, a consultation on the process of content gathering, transformation into storyboarding, and production of animations.

Subsequently, you have the flexibility to evaluate the overall module's worthiness to your investment. If you decide to proceed, you can request another contract to complete the remaining topics (e.g., Topic 2-5) using our One-off Pricing Package or Monthly Subscription (Lite, Advanced, Premium) package. For One-off Package, the payment structure involves progressive payments amounting to 90% of the module cost, whereas for Monthly Subscription, modules will be developed and maintained over the 2-year contract. Conversely, if you find that the cost does not align with your expectations, you have the option to only pay for Topic 1 SCORM (or equivalent to 20-30 slides) at the initial 10% cost. The only condition for this is granting permission to Content Tree to showcase your Topic 1 SCORM (or equivalent to 20-30 slides) in our social media demonstrations.

This approach allows you to test our service with minimal risks and provides an opportunity for a cost-effective entry into e-learning content development.





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Process Overview 1.2

Here's a detailed breakdown of how the Pilot Project works:

1. Customer Initiates Pilot Project

The customer begins by completing the Pilot Project Sign-Up Form.

2. Confidentiality Assurance

Upon the sign-up, the customer will sign a Non-disclosure Agreement (NDA) with Content Tree. This step ensures the protection of the materials intended for e-learning SCORM production.

3. Cost Estimation for Topic 1 SCORM

 Content Tree provides a detailed quote for the development of Topic 1 SCORM (or equivalent to 20-30 slides). This cost is equivalent to 10% of the total module expense.

4. Initial Payment

 The customer commits by making an initial payment, equal to 10% of the total module cost, to initiate the Pilot Project.

5. Development of Topic 1 SCORM

Content Tree takes charge of developing Topic 1 SCORM SCORM (or equivalent to 20-30 slides) for a module lasting approximately 10 minutes.

6. Decision Point: Continuing or Discontinued Development

The customer reaches a pivotal decision point upon completion of Topic 1 SCORM.

7. Continuing Development Option:

The customer agrees to continue the development as per one-off or monthly subscription (Lite, Advanced, or Premium) packages.

For one-off package:

- Content Tree presents a comprehensive proposal encompassing the remaining topics, valued at 90% of the total module cost.
- The customer proceeds by making the payment equivalent to 90% of the total module cost.
- Content Tree continues the development process for the remaining topics.

For monthly subscription package:

- Content Tree presents a monthly subscription proposal encompassing the remaining topics plus some other modules.
- The customer proceeds by making the payment as per month subscription plan.
- Content Tree continues the development process for the remaining topics.





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8. Completion of Pilot Project Option:

- The customer will receive the completed Topic 1 SCORM.
- Simultaneously, permission is granted to Content Tree for utilizing the SCORM as a demonstration for promotional purposes.





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1.3 Scope of Services

The e-learning content development for the pilot project encompasses the creation and delivery of a personalized e-learning SCORM for Topic 1 SCORM (or equivalent to 20-30 slides) within the entire module. The scope of work spans multiple stages, including content gathering, gap analysis, storyline proposal, storyboard preparation, and the comprehensive development, review, revision, and delivery of the SCORM.

1.3.1 Pilot Project Payment Terms:

- 10% Initial Payment: Due upon signing the pilot project agreement.
- **Agreed Amount Commitment:** The customer commits to paying the specified amount for the e-learning content development pilot package.
- **Full Payment on Agreement Signing:** The entire payment is due upon the signing of the agreement.

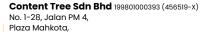
1.3.2 Continuing Development Payment Terms:

- **Customer's Request for Development:** The customer expresses the desire for the content developer to proceed with the remaining 90% of the pilot project.
- New Proposal Agreement: A new proposal agreement (either One-off Package or Monthly Subscription Package) will be presented for the customer's approval and signature.

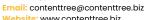
1.3.3 Completion of Pilot Project Payment Terms:

- **No Financial Obligation**: No payment is required for the Completion of Pilot Project option Topic 1 SCORM will be handed over to the customer.
- **Demonstration Permission**: Permission is granted to Content Tree to utilize Topic 1 SCORM for demonstration purposes.





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1.4 Intellectual Property:

- E-learning Content Ownership:
 - The e-learning content developed for this pilot package is recognized as the intellectual property of Content Tree unless a different agreement is reached in writing.
- Customer's Usage License:
 - The customer is granted a non-exclusive license to utilize the developed elearning content solely for their internal training purposes.
- Restrictions on Use:
 - The customer shall not reproduce, distribute, or sell the e-learning content without prior written consent from Content Tree.
- Additional Fee for Intellectual Property Transfer:
 - o If the customer requests ownership of the intellectual property of the pilot project, an additional fee will be imposed.
- Continuation of Development Option:
 - o If the customer opts for the continuation of development option, the final SCORM becomes the intellectual property of the customer.

1.5 Confidentiality:

- Content Tree's Commitment to Confidentiality:
 - Content Tree acknowledges and agrees to sign a non-disclosure agreement (NDA) before receiving any material from the customer.
- Confidentiality of Raw Training Material:
 - Both parties mutually agree to treat all raw training materials provided by the customer as strictly confidential. This includes, but is not limited to, proprietary methodologies, trade secrets, and any other information marked as confidential.
- Exclusion for Topic 1 SCORM:
 - Notwithstanding the above, the finalized Topic 1 SCORM, once developed by Content Tree, shall not be considered confidential. The customer retains the right to share, display, or distribute the Topic 1 SCORM as they see fit, without restrictions.

1.6 Delivery Timeline:

- Providing Estimated Timeline:
 - o Content Tree will provide an estimated timeline for the delivery of each topic.
- Customer's Role in Timeline Adherence:
 - Any delays caused by the customer in providing necessary information or feedback may result in the revision of the delivery timeline.

