



General Services Administration

Authorized Federal Supply Schedule Price List
July 19, 2017

**GSA Professional Services Schedule
(PSS) (00CORP)**

GSA Contract Number: GS-00F-281GA
Base Period: July 19, 2017 through July 18, 2022
There are 3 Option Periods of 5 years apiece.

**SIN 874-4 and -4RC, Training Services:
Instructor Led Training, Web Based
Training and Education Courses, Course
Development and Test Administration**



Doing Business As



<http://www.opusworks.com/>

Small Business

The Quality Group, Inc.

5825 Glenridge Drive
Bldg. 3, #101

Atlanta, GA 30328

Tel.: (404) 843-9525

Fax: (404) 252-4475

Email: RStewart@opusworks.com

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The internet address for GSA Advantage! is: www.GSAAdvantage.gov.

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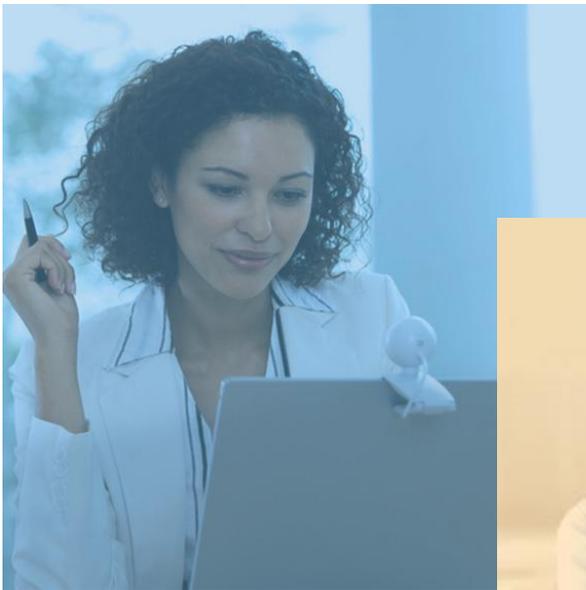
Introducing The Quality Group, Inc.

The Quality Group (dba OpusWorks®) helps businesses and government entities rapidly and simply scale improvement initiatives. We provide a comprehensive learning library, a robust learning delivery platform, and a suite of tools to manage and track improvement initiatives. Also, The Quality group provides expert all-virtual instructors through the OpusWorks Institute.

Our Operational Excellence and Lean Six Sigma blended learning approach accelerates knowledge transfer and reduces time to proficiency. By teaching the basics, our self-paced content creates a common foundation. This sets the stage for a less costly and more productive virtual or live classroom experience. The result is a sustainable culture of waste identification and reduction, continuous process improvement, and disciplined problem solving.

Our included Instructor Guides enable you to teach your own classes, or we can provide a turn-key solution to keep your expert practitioners focused on coaching, mentoring, and project leadership.

OpusWorks® proudly serves corporate clients, government agencies, hospitals, and academic institutions. With our content, platform, experts, personal attention, and commitment to excellence, you will advance your improvement initiatives to a whole new level.



Course Descriptions

LSS GB (Lean Six Sigma Green Belt) Course

The Lean Six Sigma Green Belt Class is a web-based, self-paced course that teaches students the basic and most commonly used tools and techniques of Lean and Six Sigma. Students access the 35 separate modules via the web on their choice of device: computer, tablet, or smartphone. Instructor Guides for periodic virtual classrooms through the learning experience are included for your instructors to use to further reinforce and practice the tools and techniques learned in the e-Learning modules.

Material to be Taught

This self-paced course covers Lean Six Sigma methodologies at the Green Belt level.

The 35 modules in the course artfully blend the tools of Lean and the techniques of Six Sigma within the rigorous DMAIC methodology and statistical tool set. The online learning featured in the course offers flexibility: learn anywhere 24/7 and learning efficiency as students learn more productively using this online course versus typical 100% classroom based instruction. The course features media-rich interactive content. It accommodates different learning styles and enables students to learn at their own pace. Students can download student guides (at no additional charge), complete pre- and post-tests, and go back to review materials.

The course includes the following individual e-Learning modules:

- Managing Project - Teamwork
- Voice of the Customer
- Introduction to Lean
- Eight Wastes
- Current State Value Stream Mapping
- Future State Value Stream Mapping
- Kaizen Event
- 5S
- Visual Management
- Standard Work
- Error Proofing
- Changeover Reduction
- Total Productive Maintenance
- Workplace Design and Layout
- Flow and Pull Systems
- Six Sigma Introduction
- SIPOC
- Pareto Analysis
- Introduction to Process Mapping
- Process Based Costs
- Measurement System Analysis
- Scatter Diagrams
- Cause and Effect Diagrams
- Failure Mode and Effects Analysis



- Introduction to Process Capability
- Introduction to Hypothesis Testing
- Process Capability Assessments
- Selecting the Solution
- Controlling the Process
- Control Charts
- What is Statistics?
- Organizing/Presenting Data
- Measures of Central Tendency
- Measures of Dispersion
- Introduction to Inferential Statistics
- Testing

Length of Course

22-26 hours to complete the self-paced e-Learning.

Because the course is self-paced, a student can take individual modules over a series of a few days or many days, at his or her preference, based upon a timeline that may be established by the customer organization.

Materials Included in the Price

- E-Learning Modules
- Student Guides for each module
- End of Module Test
- End of Course Certification Exam
- Instructor Guides

Lean Six Sigma Green Belt with Simulated Capstone Project

This is a course that combines all the course material covered in the “LSS GB (Lean Six Sigma Green Belt)” course, plus the addition of a simulated or Capstone Project. The simulated Capstone Project option is highly recommended as it brings students together to work a simulated project from start to finish in small teams to further cement the knowledge transfer. Instructor Guides for the simulated Capstone Project are included for your instructors to use in facilitating the Capstone.

Material to be Taught

This course teaches students Lean Six Sigma methodologies at the Green Belt level through self-paced modules, plus requires students to participate in teams to complete a simulated Capstone Project, the objective of which is to solve a simulated real-world problem.

Part 1: Lean Six Sigma Methodologies at the Green Belt Level

The 35 modules in the course artfully blend the tools of Lean and the techniques of Six Sigma within the rigorous DMAIC methodology and statistical tool set. The online learning featured in the course offers flexibility: learn anywhere 24/7 and learning efficiency as students learn more productively using this online course versus typical 100% classroom based instruction. The course features media-rich interactive content. It accommodates different learning styles and enables students to learn at their own pace. Students can download student guides (at no additional charge), complete pre- and post-tests, and go back to review materials.

The course includes the following individual e-Learning modules:

- Managing Project - Teamwork
- Voice of the Customer
- Introduction to Lean
- Eight Wastes
- Current State Value Stream Mapping
- Future State Value Stream Mapping
- Kaizen Event
- 5S
- Visual Management
- Standard Work
- Error Proofing
- Changeover Reduction
- Total Productive Maintenance
- Workplace Design and Layout
- Flow and Pull Systems
- Six Sigma Introduction
- SIPOC
- Pareto Analysis
- Introduction to Process Mapping
- Process Based Costs
- Measurement System Analysis
- Scatter Diagrams
- Cause and Effect Diagrams

- Failure Mode and Effects Analysis
- Introduction to Process Capability
- Introduction to Hypothesis Testing
- Process Capability Assessments
- Selecting the Solution
- Controlling the Process
- Control Charts
- What is Statistics?
- Organizing/Presenting Data
- Measures of Central Tendency
- Measures of Dispersion
- Introduction to Inferential Statistics
- Testing

Part 2: Simulated Capstone Project, Facilitated by the Customer Organization

As an integral part of this course, students supplement their self-paced learning (with the modules described above) by participating in small teams with other students to complete a simulated Capstone Project that can be done with in-person or virtual teams.

The Capstone Project is a web-based simulated project of a real-world problem, in which students work in teams, facilitated by the customer organization, to gain training and practice in applying DMAIC principles to a fictitious Department of Motor Vehicles Process for New or Renewed Driver's License.

The objectives of the Capstone Project are as follows:

- Teach an improved thinking process that incorporates the use of tools learned in Part 1 of the course.
- Use the “define, measure, analyze, improve, and control” (DMAIC) phase tools and methods to identify the root causes of the problem, simulate options, and provide potential solutions for process improvement.

The Capstone Project is a rigorous, real world process improvement project that:

- Is three days long.
- Follows DMAIC.
- Is technically rigorous and includes tools, data, simulations, and report-outs.
- Is team oriented (which is the case for most real-world process improvement projects).
- Tests Lean Six Sigma knowledge, with feedback for learning.

During the Capstone Project portion of the course, students will go through the following phases and complete the deliverables tools associated with each phase. Upon successful completion of the Capstone Project, and the solving of the fictitious DMV problem, students will be much better equipped to run and successfully complete their own projects, for a process significant to their own organization.

Key tools and exercises include:

- Define Phase:
 - Affinity Diagram
 - Project Charter
 - Stakeholder Analysis
 - SIPOC Diagram
 - Voice of Customer – CTQ Tree
- Measure Phase:

- Process Map
- Current State Value Stream Mapping
- Data Collection Plan
- Baseline Statistics
- Analyze Phase:
 - Root Cause Analysis
 - Failure Mode Effects Analysis
 - Benchmarking Study
- Improve Phase:
 - Solution Selection Matrix
 - Future State Value Stream Mapping
- Capability Analysis
- Implementation Plan
- Control Phase:
 - Control Plan
 - Simulation Results

Length of Course

22-26 hours to complete Part 1 of the self-paced e-Learning. Because the course is self-paced, a student can take individual modules over a series of a few days or many days, at his or her preference, based upon a timeline that may be established by the customer organization.

15-21 hours to complete Part 2, the Capstone Project, requiring approximately 21 in-person hours spaced over 3 days, or approximately 15 hours spaced over 6 sessions if in a virtual team setting.

Materials Included in the Price

For Part 1

- E-Learning Modules
- Student Guides for each module
- End of Module Test
- End of Course Certification Exam
- Instructor Guides

For Part 2

- Capstone Project Student Guide
- Capstone Project Instructor Guide
- More than 20 electronic project tools/templates



Lean Six Sigma Green Belt Blended Learning Course

This turn-key course makes rapid scaling of your improvement initiative simple. It includes an expert instructor from The Quality Group's OpusWorks® Institute who is highly skilled in delivering an all virtual classroom experience. This frees up your expert practitioners to focus on leading projects to deliver tangible results. Your expert practitioners can also provide more coaching and mentoring to your developing Green Belts and Black Belts, accelerating your speed to results. This course is simple, flexible, and adaptable to meet your needs.

This course combines all the material covered in the "LSS GB (Lean Six Sigma Green Belt)" course, plus the addition of our simulated Capstone Project. The simulated Capstone Project option is highly recommended as it brings students together to work a simulated project from start to finish in small teams to further cement the knowledge transfer. The total course time is approximately 4.5 in-class days spread over 10-12 weeks. The simulated Capstone Project can be integrated into an all-virtual format over the 10-12 weeks, or can be completed at the end of the course in a physical classroom; your choice.

Material to be Taught

This course teaches students Lean Six Sigma methodologies at the Green Belt level through self-paced modules, plus requires students to participate in teams to perform a simulated Capstone Project, the objective of which is to solve a simulated real-world problem.

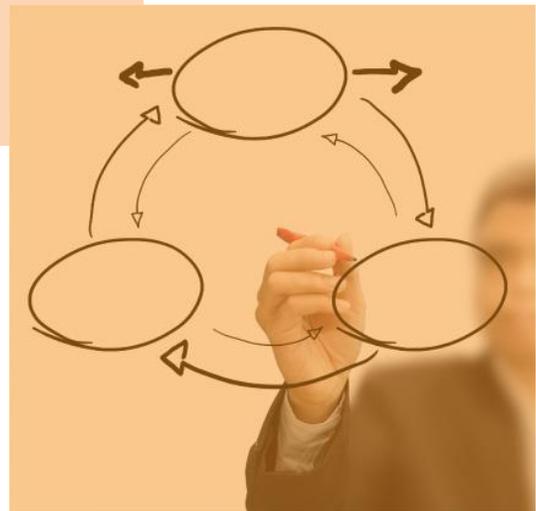
Part 1: Lean Six Sigma Methodologies at the Green Belt Level

The 35 modules in the course artfully blend the tools of Lean and the techniques of Six Sigma within the rigorous DMAIC methodology and statistical tool set. The online learning featured in the course offers flexibility: learn anywhere 24/7 and learning efficiency as students learn more productively using this online course versus typical 100% classroom based instruction. The course features media-rich interactive content. It accommodates different learning styles and enables students to learn at their own pace. Students can download student guides (at no additional charge), complete pre- and post-tests, and go back to review materials.

The course includes the following individual e-Learning modules:

- Managing Project - Teamwork
- Voice of the Customer
- Introduction to Lean
- Eight Wastes
- Current State Value Stream Mapping
- Future State Value Stream Mapping
- Kaizen Event
- 5S
- Visual Management
- Standard Work
- Error Proofing
- Changeover Reduction
- Total Productive Maintenance
- Workplace Design and Layout
- Flow and Pull Systems
- Six Sigma Introduction
- SIPOC
- Pareto Analysis
- Introduction to Process Mapping

- Process Based Costs
- Measurement System Analysis
- Scatter Diagrams
- Cause and Effect Diagrams
- Failure Mode and Effects Analysis
- Introduction to Process Capability
- Introduction to Hypothesis Testing
- Process Capability Assessments
- Selecting the Solution
- Controlling the Process
- Control Charts
- What is Statistics?
- Organizing/Presenting Data
- Measures of Central Tendency
- Measures of Dispersion
- Introduction to Inferential Statistics
- Testing



Part 2: Simulated Capstone Project

As an integral part of this course, students supplement their self-paced learning (with the modules described above) by working in small teams to complete a simulated Capstone Project. The Capstone Project can be completed in either a virtual classroom spread throughout the course, or at the end in a physical classroom.

The Capstone Project is a web-based simulated project of a real-world problem, in which students work in teams, facilitated by an instructor from The Quality Group's OpusWorks Institute, to gain training and practice in applying DMAIC principles to a fictitious Department of Motor Vehicles Process for New or Renewed Driver's License.

The objectives of the Capstone Project are as follows:

- Teach an improved thinking process that incorporates the use of tools learned in Part 1 of the course.
- Use the "define, measure, analyze, improve, and control" (DMAIC) phase tools and methods to identify the root causes of the problem, simulate options, and provide potential solutions for process improvement

The Capstone Project is a rigorous, real world process improvement project that:

- Is three days long.
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- Is team oriented (which is the case for most real-world process improvement projects).
- Tests Lean Six Sigma knowledge, with feedback for learning.

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Key tools and exercises include:

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 - Affinity Diagram
 - Project Charter
 - Stakeholder Analysis
 - SIPOC Diagram
 - Voice of Customer – CTQ Tree
- Measure Phase:
 - Process Map
 - Current State Value Stream Mapping
 - Data Collection Plan
 - Baseline Statistics
- Analyze Phase:
 - Root Cause Analysis
 - Failure Mode Effects Analysis
 - Benchmarking Study
- Improve Phase:
 - Solution Selection Matrix
 - Future State Value Stream Mapping
 - Capability Analysis
 - Implementation Plan
- Control Phase:
 - Control Plan
 - Simulation Results



Length of Course

22-26 hours to complete Part 1 of the self-paced e-Learning. Because the course is self-paced, a student can take individual modules over a series of a few days or many days, at his or her preference, based upon a timeline that may be established by the customer organization.

15-21 hours to complete Part 2, the Capstone Project, requiring approximately 21 in-person hours spaced over 3 days, or approximately 15 hours spaced over 6 sessions if in a virtual team setting.

Materials Included in the Price

For Part 1:

- E-Learning Modules
- Student Guides for each module
- End of Module Test
- End of Course Certification Exam
- Instructor Guide
- Instructor

For Part 2:

- Capstone Project Student Guide
- Capstone Project Instructor Guide
- More than 20 electronic project tools/templates
- Instructor



Lean Six Sigma Black Belt e-Learning Course

This is a web-based, self-paced course that teaches Lean Six Sigma Green and Black Belt level skill sets within the rigorous DMAIC methodology and statistical tool set. It is designed for students who have made a strong commitment to learning LSS and Continuous Process Improvement skills at the Green Belt level and then enhancing their skills by proceeding through training at the next level (Black Belt). At their own pace, students can access any or all of many different modules, complete pre- and post-tests, and go back to review materials. Instructor Guides for periodic virtual classrooms through the learning experience are included for your instructors to use to further reinforce and practice the tools and techniques learned in the e-Learning modules.

Material to be Taught

This self-paced course covers Lean Six Sigma methodologies at the Green Belt level and also at the Black Belt level. It is designed for students who know that they want to proceed all the way through the Black Belt level without having to enroll in one course for the prerequisite level (Green Belt) and then a second course for the Black Belt level.

Part 1: Lean Six Sigma Methodologies at the Green Belt Level

The 35 modules in the course artfully blend the tools of Lean and the techniques of Six Sigma within the rigorous DMAIC methodology and statistical tool set. The online learning featured in the course offers flexibility: learn anywhere 24/7 and learning efficiency as students learn more productively using this online course versus typical 100% classroom based instruction. The course features media-rich interactive content. It accommodates different learning styles and enables students to learn at their own pace. Students can download student guides (at no additional charge), complete pre- and post-tests, and go back to review materials.

The course includes the following individual e-Learning modules:

- Managing Project - Teamwork
- Voice of the Customer
- Introduction to Lean
- Eight Wastes
- Current State Value Stream Mapping
- Future State Value Stream Mapping
- Kaizen Event
- 5S
- Visual Management
- Standard Work
- Error Proofing
- Changeover Reduction
- Total Productive Maintenance
- Workplace Design and Layout
- Flow and Pull Systems
- Six Sigma Introduction
- SIPOC
- Pareto Analysis
- Introduction to Process Mapping
- Process Based Costs
- Measurement System Analysis
- Scatter Diagrams

- Cause and Effect Diagrams
- Failure Mode and Effects Analysis
- Introduction to Process Capability
- Introduction to Hypothesis Testing
- Process Capability Assessments
- Selecting the Solution
- Controlling the Process
- Control Charts
- What is Statistics?
- Organizing/Presenting Data
- Measures of Central Tendency
- Measures of Dispersion
- Introduction to Inferential Statistics
- Testing

Part 2: Lean Six Sigma Methodologies at the Black Belt Level

This part of the course covers Lean Six Sigma Black Belt level skill sets.

The modules in the course are primarily focused on the additional Statistics modules that a Green Belt will need to master in order to effectively perform as a Black Belt. The online learning featured in the course offers flexibility: students can learn anywhere 24/7, as long as they have an Internet connection. The course features media-rich interactive content. It accommodates different learning styles and enables students to learn at their own pace. Students can download students guides (no additional charge), complete pre- and post-tests, and go back to review materials.

The course includes the following individual e-Learning modules:

- ANOVA - Analysis of Variance
- Comparing Means
- Confidence Interval for the Mean
- Continuous Probability Distributions: Normal Curve
- DOE: Basic and Full Factorial
- Hypothesis Testing for Nonparametric Data
- Introduction to Design of Experiments
- Introduction to Probability
- Making Inferences about Proportions
- Making Inferences about Variances
- Multiple Regression
- Probability Distributions Discrete Random Variables
- Simple Linear Regression
- Black Belt Test Prep: Module 1-5

Length of course

22-26 hours to complete the self-paced e-Learning in Part 1 of the course.

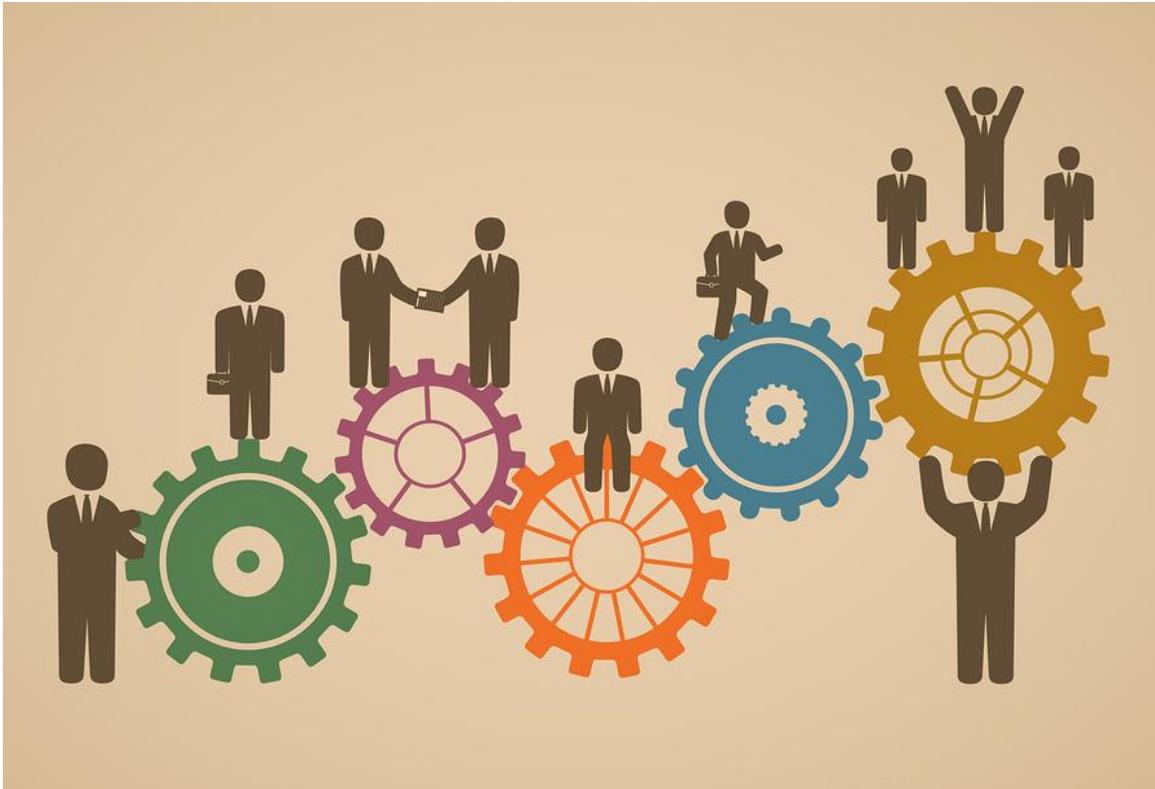
Because the course is self-paced, a student can take individual modules over a series of a few days or many days, at his or her preference, based upon a timeline that may be established by the customer organization.

18-22 hours for Part 2 of the course. A student can take individual modules within a few days or can spread them out over many days, at his or her preference.

Materials Included in the Price

For Parts 1 and 2:

- E-Learning Modules
- Student Guides for each module
- End of Module Test
- End of Course Certification Exam
- Instructor Guides



Pricing

All pricing is net (IFF is included).

SIN 874-4/4RC, Training

Prices shown are for the first year of the Base Period (7/18/2017 through 7/17/2018).

Prices increase by 2.5% in each subsequent year.

LSS GB (Lean Six Sigma Green Belt) Course

Pricing includes customized Web portal.

Course Length	22-26 hours	
Minimum Participants	10	
Maximum Participants	250	
Units	Per student.	
Price	\$976.40	
Volume Discounts	25-99 Licenses	7% discount on these licenses.
	100 or more Licenses	15% discount on these licenses.

Lean Six Sigma Green Belt with Simulated Capstone Project

Pricing includes customized Web portal.

Course Length	Part 1: 22-26 hours Part 2: 15-21 hours	
Minimum Participants	25	
Maximum Participants	250	
Units	Per student.	
Price	\$1,182.44	
Volume Discounts	50-99 Licenses	6% discount on these licenses.
	100 or more Licenses	12% discount on these licenses.

Lean Six Sigma Green Belt Blended Learning Course

Pricing includes customized Web portal.

Course Length	Part 1: 22-26 hours Part 2: 15-21 hours	
Minimum Participants	6	
Maximum Participants	15	
Units	Per student.	
Price	\$2,314.16	
Volume Discount	10 or more Licenses	8% discount on these licenses.

Lean Six Sigma Black Belt e-Learning Course

Pricing includes customized Web portal.

Course Length	Part 1: 22-26 hours Part 2: 18-22 hours	
Minimum Participants	10	
Maximum Participants	250	
Units	Per student.	
Price	\$1,378.41	
Volume Discounts	25-99 Licenses	7% discount on these licenses.
	100 or more Licenses	15% discount on these licenses.

Service Contract Act

The Service Contract Act (SCA) is applicable to this contract, as it applies to the entire 00CORP The Professional Services Schedule and all services provided. While no specific labor categories have been identified as being subject to SCA due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29 CFR 541.300), this contract still maintains the provisions and protections for SCA eligible labor categories. If and/or when the Contractor adds SCA labor categories / employees to the contract through the modification process, the Contractor must inform the Contracting Officer and establish a SCA matrix identifying the GSA labor category titles, the occupational code, SCA labor category titles and applicable wage determination (WD) number. Failure to do so may result in cancellation of the contract.

Customer Information

- 1a. Awarded Special Item Numbers (SINs)**
874-4 and -4RC, Training Services
- 1b. Lowest Price Item**
Lean Six Sigma Green Belt Course, \$976.40 per student.
- 1c. Hourly Rates**
N/A
- 2. Maximum Order**
There is no limit on the size of any task order issued under a GSA Schedule Contract. If the best value selection places your order over \$1 million per task order, the contractor has the option of declining the order.
- 3. Minimum Order**
\$100
- 4. Geographic Coverage**
Domestic
- 5. Points of Production**
The Quality Group, Inc.
- 6. Discount from List Prices or Statement of Net Price**
All prices listed are net.
- 7. Quantity Discounts**
See "Pricing" section, above.
- 8. Prompt Payment Terms**
Net 30 days
- 9. Government Purchase Cards**
Accepted
- 10. Foreign Items**
None
- 11a. Time of Delivery**
Specified in task orders
- 11b. Expedited Delivery**
Contact The Quality Group, Inc.
- 11c. Overnight and 2-day Delivery**
Contact The Quality Group, Inc.
- 11d. Urgent Requirements**
Contact The Quality Group, Inc.
- 12. F.O.B. point(s)**
Destination
- 13. Ordering Address and Procedures**
To place an order, please contact The Quality Group, Inc.:
Mail: The Quality Group, Inc.
5825 Glenridge Drive
Bldg. 3, #101
Atlanta, GA 30328
Tel.: (404) 843-9525
Fax: (404) 252-4475
Email: rstewart@opusworks.com
- 14. Payment address**
Mailing address listed above
- 15. Warranty Provision**
Per The Quality Group Standard Commercial Warranty
- 16. Export Packing Charges**
N/A
- 17. Terms and conditions of Government purchase card acceptance**
Contact The Quality Group, Inc.
- 18. Terms and Conditions of Rental, Maintenance, and Repair**
Not Applicable.
- 19. Terms and Conditions of Installation**
N/A
- 20. Terms and Conditions of Repair Parts**
N/A

20a. Terms and Conditions of Any Other Services

N/A

21. List of Service and Distribution Points

N/A

22. List of Participating Dealers

N/A

23. Preventive Maintenance

N/A

24a. Special Attributes Such as Environmental Attributes

N/A

24b. Section 508

Section 508 compliance information on Electronic and Information Technology (EIT) supplies and services is available on request; contact contractor. The EIT standards can be found at:
www.Section508.gov/.

25. Data Universal Number System (DUNS) Number

80-736-4880

26. Notification regarding registration in System for Award Management

Registered

Contact Us

We would be pleased to hear from you, to discuss our GSA Schedule contract or any aspect of our services. Please contact Mr. Rob Stewart, the firm's founder and CEO.

Telephone (404) 843-9525

FAX (404) 252-4475

E-mail Rob Stewart: RStewart@opusworks.com

Regular mail The Quality Group, Inc.
5825 Glenridge Drive
Bldg. 3, #101
Atlanta, GA 30328

Visit our website <http://www.opusworks.com/>



Appendix A

License for Blended Learning Courses and
OpusWorks®

IP USE AND PROTECTION AGREEMENT **PERFORMANCE IMPROVEMENT E-LEARNING SOFTWARE AND SERVICES TERMS**

This Agreement is between _____ a _____ company at address _____ (Customer) and The Quality Group ("TQG"), a corporation based at 5825 Glenridge Drive, Atlanta, GA.

This Intellectual Property ("IP") Master Agreement ("Agreement") is a legally binding agreement between you as a customer ("Customer") and TQG. This Agreement sets forth Customer's rights and obligations with respect to its subscription to Lean Six Sigma (LSS) Body of Knowledge (BoK) IP use and protection (as defined herein), including all aspects of its use and any utilization of BoK IP products. Addenda A and B, attached and a part hereof, contain the IP Products and Pricing, Pricing and Optional Additions respectively. Schedules may be added over time as agreed on.

Any information or Software provided to TQG by Customer or its Users (as defined herein) will be governed by the terms and conditions of TQG's Privacy Policy, which may be updated from time to time by TQG and is incorporated as a part of this Agreement. Such Privacy Policy can be viewed at <http://www.thequalitygroup.net/privacy.asp>.

Customer represents and warrants to TQG that it is authorized to enter into this Agreement, and will pay the charges incurred by Customer in accordance with the methods of payments authorized by TQG per Addendum B.

1. LICENSE

In exchange for the payment of the applicable fees and subject to certain limitations and conditions as described in this Agreement, Customer will be Granted a non-exclusive, non-transferable, non-sub licensable access to and use of the Software, documentation and, if applicable, certain TQG course module contents, comprising the Software.

1.1 Customer agrees to use THE SOFTWARE solely for the agreed on purposes and per terms of this Agreement.

1.2 Account Information

Customer agrees to complete the registration process by providing TQG with true, current, complete and accurate information. On Customer's Software portal, Customer may update or change information regarding its account. It is a Customer responsibility to update its account information as necessary unless otherwise agreed to in writing as a Schedule.

2. USERS AND/OR SET-UP

2.1 Users

A user ("User") can be an end user learner who registers and uses the Software as a student, an agent who uses The Software to manage and administer user records, or a developer who uses the Software to compose or modify courses or modules. A user who has logged into the Software at least once in the most recent 12-month period is an active user ("Active User"). UNDER NO CIRCUMSTANCES CAN A USER'S SOFTWARE USERID BE USED BY MORE THAN ONE PERSON.

2.2 Basic Set-Up

The Customer's order date ("Order Date") is the latest date of Agreement execution. Upon completion of the order agreement, TQG will provide Customer with access to the Software Account Set-Up Form ("Account Set-Up Form"). Using the data Customer will provide to TQG on the Account Set-Up Form, TQG will then set-up Customer's Basic Software System per agreed on terms.

3. FEES AND PAYMENT.

Addendum B contains all payment terms. Payment is due Net 10.

3.1 Delinquent Invoices

Any delinquent invoices are subject to Prompt Payment Act (31 USC 3901 et seq) and Treasury regulation CFR 1315. Collection costs, non-exclusively including attorney's fees, shall be the responsibility of the Customer.

4 TERM, RENEWAL AND/OR TERMINATION

4.1 Term

The minimum subscription term ("Initial Term") to The Software is twelve (12) months from the Order Date. Renewals will be determined by the parties.

4.2 Termination

Either party may terminate this agreement for material cause breach using industry standard criteria, subject to a thirty business (30) days cure period upon written termination correspondence being received by the other party, at

the addresses provided. A written letter and an email will both be required. No other termination procedures are possible, unless mutually agreed to by the parties in writing. Such termination shall be deemed the "Effective Termination Date."

4.3 Termination Procedures

The Customer that terminates this Agreement under these terms shall, after the cure period has lapsed (Effective Termination Date) if applicable, have access to download its self-developed Content Files from the TQG FTP site until thirty (30) calendar days after the Effective Termination date. Thereafter, if such files are not downloaded and removed by Customer prior to the Effective Termination Date, then TQG may save those Customer content files for 30 additional days. If within such 30 day period, Customer needs to download the customer's developed Content Files, Customer will be charged a fee by TQG which allows access to such Content Files for a 24 hour period. TQG shall have no obligation to save such Content Files after such 60 day period. A Customer desiring to reactivate its Software rights after termination of this Agreement, shall immediately pay a reinstatement fee to TQG. No download access to the Software, including any Customer-modified software, will be provided.

For non-cured breach by the Customer and the Effective Termination Date occurs TQG shall have the right to terminate all services and Software access immediately. Such actions do not relieve the Customer from its obligations under this Agreement, including section 3 payment terms including for all unpaid fees for the duration of the Agreement, and the terms of sections 5, 7 and 8.

5 PROPRIETARY RIGHTS

5.1 Ownership

Customer retains all rights, title and interest in and to Customer's separately and solely-developed "Customer Content," but not inclusive of any TQG content including what has been modified by the Customer. TQG retains all rights, title and interest in and to the TQG-developed Software (including TQG Content and modified TQG content) to which Customer acquires only the restricted license right to access and use in accordance with the terms of this Agreement. Reports, data, and information generated by Customer's use of the Software and both TQG and Customer Content in accordance with this Agreement shall be the property of Customer, and TQG shall have no rights, title or interest in or to such reports, data, or information. A transfer procedure may be mutually agreed to by the parties.

5.2 Restrictions

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6. WARRANTY AND/OR DISCLAIMER OF WARRANTIES

6.1 Warranty

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TQG is not responsible for any unavailability of the Software due to the failure of any Customer or third party equipment or inability to access the Internet generally due to telecommunications not under the control of TQG. Access to the Software shall be subject to reasonable downtime for maintenance and support. Notwithstanding these terms in the event that Customer believes that access to the Software has not reasonably been provided by TQG in accordance with the warranty set forth in this Section 6.1 and industry standards, Customer must notify TQG in writing within 30 days following the failure to provide the applicable access. TQG shall use commercially reasonable efforts to correct any such failure as determined by TQG. In the event TQG is unable to provide access to the Software as warranted, TQG may, at its option, terminate this Agreement, per section 4.

6.2 Disclaimer

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7. LIMIT OF LIABILITY

IN NO EVENT SHALL TQG BE LIABLE TO CUSTOMER FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF BUSINESS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR PERFORMANCE OF THE SOFTWARE, EVEN IF TQG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL TQG'S AGGREGATE LIABILITY FOR DAMAGES OF ANY KIND OR NATURE RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO TQG IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY CLAIM UNDER THIS AGREEMENT.

8. CONFIDENTIALITY

The parties hereto acknowledge and agree that in connection with this Agreement, either party may have access to certain proprietary and confidential information of the other party ("Confidential Information"). The parties hereto shall keep such Confidential Information in strict confidence per its own confidential information policies and agreements, and not disclose such Confidential Information to any third parties (excluding employees and agents of either party and Users of Customer having a need to know such information) except in the case of a court order and then only after the disclosing party having allowed the non-disclosing party to act to preserve its right to seek protection.

9. MISCELLANEOUS

This Agreement shall be construed and governed in all respects by Federal jurisdiction laws. This Agreement, including the Addenda and Schedules attached hereto, constitutes the complete agreement between the parties with respect to the subject matter described herein and supersedes and terminates all previous agreements, written or oral, with respect to the subject matter described herein. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. The failure by TQG at any time to enforce any of the provisions of this Agreement or any right or remedy available to it hereunder or at law or in equity, or to exercise any of its options herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement. Customer may not assign, delegate or otherwise transfer this Agreement or any Customer's rights or obligations hereunder without the prior written consent of TQG.

IN WITNESS WHEREOF, each party has caused its duly authorized representative to execute this Agreement effective the day and year first above written.

Agreed to by authorized representatives of the parties:

THE QUALITY GROUP

("TQG")

("Customer")

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

5825 Glenridge Road, Suite 3-101

Address

Atlanta, GA 30328

City, State, Zip Code

Address

City, State, Zip Code

Contact Person

Contact Person

Contact Person's Phone

Contact Person's Phone

Contact Person's Email

Contact Person's Email

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