

MASTER SERVICES AGREEMENT

Cover Page

This Master Services Agreement (as such term is defined in the general terms to which this cover page is attached) is effective as of _____, 2022 (“**Effective Date**”). As of the Effective Date, this Agreement includes the General Terms and the Addenda marked below, each of which is incorporated herein by reference in its entirety:

- ☐ Professional Services Statement of Work dated _____ 2022
- ☐ Educe Cloud Services Addendum (“**Educe Cloud Addendum**”)
- ☐ Educe Data Protection Addendum for Educe UK Consulting Engagement with Customer Subject to GDPR
- ☐ _____

Certain capitalized terms used in this Agreement are defined in the general terms, the applicable Exhibit or Addendum, or Statement of Work. Educe and Customer may be referred to in this Agreement individually as a “**Party**” and together as the “**Parties**”.

This Agreement is signed by duly authorized representatives of the parties and is effective as of the Effective Date.

<p>The Educe Group UK Ltd (“Educe”)</p> <p>By: _____</p> <p>Name: Title: Date:</p> <p>Incorporated in England and Wales</p> <p>Notice Addresses: 130 Wood Street London United Kingdom EC2V 6DL</p>	<p>_____. (“Customer”)</p> <p>By: _____</p> <p>Name: Title: Date:</p> <p>_____</p> <p>Place of Formation / Incorporation</p> <p>Notice Addresses: Attention:</p>
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General Terms

This Master Services Agreement is comprised of (i) these general terms (the “**General Terms**”); (ii) the cover page to which these general terms are attached; (iii) any Addenda incorporated herein (including any Exhibits, Order Forms, or Statements of Work thereto); and (iv) the terms of any other documents expressly referenced herein (collectively, the “**Agreement**”), which together govern the rights, remedies, and obligations of Customer and Educe with respect to the Services provided by Educe to Customer.

1. Agreement Structure. This Agreement shall apply to the services (“**Services**”) described in the applicable Statements of Work executed by Educe and Customer (each an “**SOW**”).

2. Price, Payment and Performance. Service fees are specified in the SOW. Additionally, Customer shall be responsible for all reasonable out-of-pocket costs and expenses (e.g., travel, copying and courier services) incurred by Educe in the performance Services under this Agreement. Customer shall pay all invoices within 30 days of date of invoice without any right to offset, counterclaim, holdback, or deduction.

3. Taxes. Customer shall pay all sales and other taxes applicable under local jurisdiction, however designated, which are levied or imposed in connection with the Services, excluding taxes based on Educe’s net income.

4. Access. Customer shall provide Educe with sufficient, free, safe, and timely access to Customer’s computer systems and networks to enable performance of the Services.

5. Proprietary Rights. Educe acknowledges Customer’s and its licensors’ proprietary rights in preexisting works of authorship provided by Customer to Educe pursuant to this Agreement (“**Customer IP**”). Unless the SOW expressly states otherwise, ownership of any and all deliverables, inventions, designs, documentation or other works, work product, software, trademarks, information, formulas, processes, discoveries, materials, ideas, and other items developed, conceived, or reduced to practice in connection with or during the course of the SOW, as well as any patent rights, copyrights, trademark rights, trade secret rights, or any other intellectual property rights therein, thereto, or thereunder, shall belong to Educe (“**Educe Materials**”). The SOW does not describe a work for hire. Notwithstanding Educe’s ownership of the items set forth above, subject to the terms of the Agreement and the payment of applicable fees stated in the SOW, Educe grants to Customer a worldwide, royalty-free, non-exclusive license under Educe’s copyrights and trade secrets in any deliverables to use, reproduce, and modify such deliverables for Customer’s internal business purposes provided that this license shall apply solely to the deliverables in the form originally furnished by Educe to Customer. Notwithstanding anything to the contrary herein, any license rights to use any Educe Cloud Micro Apps (as defined in the Educe Cloud Addendum) developed by Educe pursuant to a SOW shall be subject to the applicable Educe Cloud Addendum and Order. No rights or licenses are granted by Educe under this Agreement, expressly, by implication, inducement, estoppel or otherwise, with respect to any Educe Materials or any other proprietary information or patent, copyright, trade secret, mask work, or other intellectual property right owned or controlled by Educe, except as expressly provided in this Agreement. Any further license under such intellectual property rights must be express and in writing signed by an authorized officer of Educe. Customer grants to Educe a worldwide, royalty-free, non-exclusive license to use, reproduce, perform, display, modify, and import the Customer IP (including Customer Content) solely as required by Educe to perform the Services during the Term of this Agreement.

6. Indemnity. Educe will indemnify and defend Customer against claims asserted against Customer in any suit or proceeding for direct patent or copyright infringement, or for Educe’s

trade secret misappropriation, asserted against the (a) Services or (b) the deliverables, in each case alone and not in combination with anything, and as and in the form provided by Educe under the SOW or Customer Order. Notwithstanding anything else in the SOW or Customer Order, Educe has no obligation to indemnify or defend the following claims: (i) those asserted against elements or features in, or operation of, the Services or the Educe Materials attributable in whole or in part to Educe's inclusion of software, services or other technology or materials given by Customer to Educe, or compliance with Customer's designs, specifications or instructions, including, without limitation, inclusion of software, services or other technology or materials supplied by Customer or included at Customer's request; (ii) those asserted against the Services or Educe Materials attributable in whole or in part to the modification of the Services or Educe Materials by anyone other than Educe, or against the use of the Services or Educe Materials, where that use is contrary to its specification or instructions for use; or (iii) those asserted against the combination of the Services or Educe Materials with any products, software or any materials not provided by Educe where such products, software or materials are the basis of the infringement. Educe's obligations under this Section 6 are conditioned on Customer's prompt written notice to Educe of a claim and on Customer's tender to Educe of the right to solely control and conduct the defense and any settlement of the claim. Customer must fully and timely cooperate with Educe and provide Educe with all reasonably requested authority, information and assistance. Educe will not be responsible for any costs, expenses or compromise incurred or made by Customer without Educe's prior written consent. At its option, Educe will solely control and conduct the defense and any settlement of indemnified claims. Educe may, in its sole discretion and at its own expense: (w) procure for Customer the right to continue using the affected Services or Educe Materials; (x) replace the affected Services or Educe Materials with a non-infringing Services or Educe Materials; (y) modify the affected Services or Educe Materials so that it becomes non-infringing; or (z) terminate the provision of the Services; and, if the fees are paid prior to the performance of the Services, Educe shall refund the residual value of the fees paid by Customer for the affected Services, depreciated using a straight line method of depreciation over a 3 year period from the date of performance of the Services. The foregoing indemnity is personal to Customer. Customer may not assign, transfer, or pass through this indemnity to Customer's customers. Customer will notify its customers that they must look solely to Customer for any indemnity for claims of infringement asserted against Services or Educe Materials purchased from Customer. The foregoing states Educe's entire obligation and Customer's exclusive remedy for claims of patent or copyright infringement, or trade secret misappropriation, by the Services or the Educe Materials.

7. Non-Disclosure. "Confidential Information" shall mean all information (a) that is designated as "confidential" or by similar words at the time of disclosure and if oral or visual is confirmed as confidential by the disclosing party in writing within 15 days of disclosure, or (b) which the receiving party should reasonably have considered to be confidential under the circumstances surrounding disclosure. Each party agrees it will not disclose any such Confidential Information to any third party for a period of 5 years following the date of disclosure. Each party also agrees it will not use any such Confidential Information except as necessary for the performance of its obligations or exercise of its rights under this Agreement. Each party will take reasonable precautions to prevent disclosure to any third party, at least as great as the precautions it takes to protect its own confidential information. Confidential Information shall not include any information that (i) was previously known to the receiving party, (ii) is received from a third party without similar restriction, (iii) is or becomes publicly available other than through unauthorized disclosure, (iv) is independently developed by the

receiving party without the use of Confidential Information, (v) is in writing approved for release, or (vi) is required to be disclosed pursuant to any court order provided that the receiving party has informed the disclosing party of such request in a timely manner. Either party may disclose Confidential Information to auditors and Educe to its group companies under an obligation of confidentiality no less stringent than that set forth in this Section. Educe may share Confidential Information with its sub-contractors involved in the delivery of the Services provided (x) it is strictly on a need-to-know basis and (y) such sub-contractors shall be bound by such terms of confidentiality at least as restrictive as those contained herein.

8. Warranty. Educe warrants that the Services will be performed in a professional manner consistent with relevant industry standards. EXCEPT AS EXPRESSLY PROVIDED HEREIN, EDUCE MAKES NO REPRESENTATIONS OR WARRANTIES, AND EDUCE DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND TITLE. EDUCE DOES NOT GUARANTEE FOR (I) VULNERABILITY SERVICES TO FIND ALL VULNERABILITIES (II) SERVICES TO BE UNINTERRUPTED (III) SERVICES TO HAVE 100% AVAILABILITY; OR (IV) SERVICES TO BE ERROR FREE. EDUCE SHALL USE ALL REASONABLE EFFORTS TO ENSURE THAT ALL INFORMATION IT PROVIDES OR MAKES AVAILABLE IS ACCURATE, HOWEVER, EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILFUL ACTS, CUSTOMER AGREES THAT EDUCE SHALL NOT BE LIABLE FOR ANY ERRORS, OMISSIONS, OR INACCURACIES WITH RESPECT TO SUCH INFORMATION.

9. Exclusive Remedy. Customer's exclusive remedy for breach of warranty, and Educe's total liability arising out of Educe's performance of Services, shall be the re-performance of the Services. If Educe fails to re-perform the Services, Educe will refund the fees paid by Customer for the deficient Services. Educe shall only have liability for such breaches of warranty if Customer provides written notice of the breach within 30 days of the performance of the applicable Services.

10. Limitation of Liability. EDUCE'S LIABILITY FOR DAMAGES FROM ANY CLAIM OR CAUSE OF ACTION WHATSOEVER RELATING TO THE SERVICES, DELIVERABLES, OR ANY OTHER MATTER CONTEMPLATED BY THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID OR PAYABLE BY CUSTOMER FOR THE APPLICABLE SERVICES IN THE 12 MONTHS PRIOR TO THE MONTH IN WHICH THE CLAIM AROSE. EDUCE SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR EXTRA-CONTRACTUAL DAMAGES OF ANY KIND, LOSS OF PROFITS OR LOSS OF DATA, EVEN IF EDUCE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Neither the foregoing nor any other provision of the terms shall exclude or limit in any way the liability of Educe for death or personal injury caused by Educe's gross negligence or, willful misconduct or its obligations for indemnification pursuant to Section 6.

11. Insurance. Educe shall maintain insurance with coverage at least equal to what a prudent company would carry under similar circumstances and will provide details upon request.

12. Termination. In the event of any material breach of this Agreement or an SOW by either party, the non-breaching party may terminate this Agreement or the applicable SOW by giving 30 days' prior written notice thereof, unless the party in breach has cured the breach prior to the

expiration of the 30-day period. Any terms which by their nature extend beyond the termination remain in effect until fulfilled.

13. Notice. Any notice under these terms or a SOW shall be given in writing.

14. Internal Purpose and Assignment. Any Services are made available to Customer for its own internal business purposes and not for the benefit of third parties. Assignment of this Agreement is prohibited without the express written consent of the other party, except that Educe may assign its interest in this Agreement in connection with a merger, consolidation, acquisition of all or substantially all of the assets of Educe, or internal restructuring or reorganization.

15. Third Party Rights. This Agreement is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.

16. Governing Law. This Agreement and performance under it shall be governed by and construed in accordance with the applicable Laws of England and Wales, without giving effect to the principles thereof relating to conflicts of Laws. The application of the United Nations Convention on the International Sale of Goods is hereby excluded. Except where the Parties have agreed to arbitrate a dispute as set forth in Section 17 above, each Party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement shall be brought solely and exclusively in the courts of London, England, and each Party irrevocably submits to the sole and exclusive jurisdiction of the courts of London, England in person, generally and unconditionally with respect to any action, suit or proceeding brought by it or against it by the other Party.

17. Complete Agreement. These terms and, if any, the relevant SOW and Addendums, set out the entire understanding of the parties, superseding and excluding all prior agreements and understandings, as to the subject matter hereof, notwithstanding any oral representations or statements to the contrary, including, without limitation, any such pre-printed terms and conditions of the Customer Order (if any). If applicable, in the event of any conflict between these terms and any SOWs or Addendums, the terms of the SOW and Addendums shall prevail. These terms may only be modified in writing, executed by both parties. A failure of either party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder. If any provision, or part thereof, in these terms is held to be invalid or unenforceable, then such provision (or part thereof) will be deemed restated to reflect the original intention of the parties as nearly as possible in accordance with applicable law, and the remaining provisions of these terms shall remain in full force and effect. Educe may perform any of its obligations and may exercise any of its rights under this Agreement using employees of any entity that it controls, is controlled by, or is under common control with.

18. Force Majeure. Neither party shall be liable to the other party for non-performance or delay in performance of this Agreement in whole or in part, if (i) the non-performance or delay is caused by the other party or events or conditions beyond the non-performing/delaying party's reasonable control and for which that party is not responsible under this Agreement, (ii) the non-performing/delaying party gives prompt notice to the other party, and (iii) the non-performing/delaying party makes commercially reasonable efforts to perform. If any such event or condition continues for more than 30 days, the party affected by the non-performing/delaying party's delay or non-performance may elect (x) to terminate such affected portion of this Agreement or (y) to suspend performance of such affected portion of this Agreement for the duration of the event or condition and resume such performance once the event or condition ceases. Inability to pay or financial hardship shall not constitute Force Majeure regardless of the cause thereof and whether the reason is outside a party's control.

19. Severability. Any provision of this Agreement which is invalid, illegal, or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.

**Educe Data Protection Addendum
For Educe UK Consulting Engagement with Customer Subject to GDPR**

This Educe Data Protection Addendum (the “**DPA**”) is incorporated into and made a part of the Master Services Agreement between Educe and Customer (“**MSA**”) and provides additional terms for data protection applicable to the MSA. The MSA, DPA, attachments, and any applicable SOWs and Orders shall be referred to collectively as the “**Agreement**.” For the purposes of the MSA and any applicable SOWs or Orders, Customer is the controller and Educe is the processor of Customer Personal Data.

1. Additional Definitions. Each of the capitalized terms used but not defined in this DPA has the meaning given elsewhere in the Agreement. The following definitions apply to this DPA:

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1.1. Each of “**Data Subject**,” “**Personal Data**,” and “**Processing**” shall have the meaning ascribed in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (“**GDPR**”).

1.2. “**Customer Personal Data**” means Personal Data provided to Educe by Customer for the purposes of Educe performing services consistent with the MSA.

2. Processing.

2.1. Educe shall Process Customer Personal Data only on documented instructions from Customer, including with regard to transfers of Customer Personal Data outside of the European Union or to an international organization, unless otherwise required to do so by the law of the European Union or a European Union member state to which Educe is subject; in such a case, Educe shall inform Customer of that legal requirement before Processing, unless that law prohibits such information. The MSA (including this DPA) composes documented instructions from Customer to Educe to Process Customer Personal Data. Educe shall immediately inform Customer if, in its opinion, a Customer documented instruction infringes GDPR or other data protection provisions of a law of the European Union or a European Union member state.

2.2. Customer hereby instructs Educe (and authorizes Educe to instruct each subprocessor) to Process Customer Personal Data and, in particular, transfer Customer Personal Data to any country or territory, as reasonably necessary for the performance of services consistent with the MSA. Except to the extent otherwise set forth in an applicable SOW or Order, Educe shall have the right to Process Customer Personal Data for the duration of the MSA (or applicable SOW or Order) and thereafter as expressly provided in the MSA (or applicable SOW or Order), and with respect to each type of Personal Data and category of Data Subject.

2.3. Educe shall have the right to engage one or more Educe affiliates to perform Processing of Customer Personal Data on Educe’s behalf. Educe shall, as required for each such affiliate performing such Processing, enter into the applicable standard contractual clauses set out in the Annex to European Commission Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679.

Educe will not engage any other subprocessor of Customer Personal Data absent Customer's consent, which Customer will not unreasonably withhold, condition, or delay.

3. Additional Educe Responsibilities.

3.1. Educe shall: (a) take all measures required pursuant to Article 32 of GDPR; (b) respect the conditions referred to in paragraphs 2 and 4 of Article 28 of GDPR for engaging another processor; (c) assist Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of GDPR, taking into account the nature of Processing and the information available to Educe; and, (d) make available to Customer all information necessary to demonstrate compliance with the applicable obligations laid down in Article 28 of GDPR.

3.2. Educe shall require that persons authorized by Educe to Process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. At the written choice of Customer, Educe will delete or return all Customer Personal Data to Customer after the end of the provision of services relating to Processing and will delete existing copies unless the law of the European Union or a European Union member state requires storage of the Customer Personal Data.

3.3. Taking into account the nature of the Processing, Educe shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to requests for exercising Data Subjects' rights laid down in Chapter III of GDPR.

4. Additional Customer Responsibilities.

4.1. Customer shall comply with all applicable law of the European Union and European Union member states (including all necessary transparency and lawfulness requirements under applicable law for the collection and use of Personal Data), including obtaining any necessary consents and authorizations. Customer is and will at all relevant times remain duly and effectively authorized to give the instructions referenced in Section 2 of this DPA and to transfer, or provide access to, Personal Data to Educe for Processing in accordance with the terms of the MSA (including this DPA).

4.2. Solely Customer shall be responsible for the accuracy, quality, and legality of Personal Data provided to Educe and the means by which the Personal Data was acquired.

5. Audits.

5.1. Subject to this Section 5, Educe shall allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer to confirm Educe's compliance with this DPA. Except to the extent the law of the European Union or a European Union member state requires otherwise, Customer may not mandate any such audit, including any inspection, to occur more than once during any calendar year or to include in its scope any period previously audited (or inspected).

5.2. Customer, or the relevant auditor undertaking the audit, shall give Educe prior, reasonable advance written notice of any audit or inspection to be conducted under this Section 5

and shall avoid (and ensure that each of its auditors avoids) causing any damage, injury, or disruption to Educe’s premises, equipment, personnel, or business during the conduct of any audit, including while its personnel are on Educe’s premises in the course of such an audit or inspection.

6. Miscellany.

6.1. Upon the request of either party to this DPA, the other party shall reasonably and in good faith consider and discuss any proposals received to make variations to or otherwise amend this DPA to address any change in, or decision of a competent authority under, the law of the European Union or any European Union member state.

Agreed:

The Educe Group UK Ltd. (“ Educe ”)	_____. (“ Customer ”)
By: _____	By: _____
Name:	Name:
Title:	Title:
Date:	Date:
Incorporated in England and Wales	_____ Place of Formation / Incorporation
Notice Addresses: 130 Wood Street London United Kingdom EC2V 6DL	Notice Addresses: Attention: