

MASTER SERVICES AGREEMENT

This Master Services Agreement (hereinafter referred to as this "**Agreement**") is made on this [•] day of [•] 202[•] and is entered into by and between:

LearningMate Solutions (UK) Limited, a company incorporated in the United Kingdom, having company number [05494091] and having its registered office at 1 Doughty Street, London, WC1N 2PH, on behalf of itself and its subsidiaries and Affiliates ("LearningMate");

AND

[Name of the Client], a company incorporated in [Place of Incorporation], having company number [Registration / Company number] and having its registered office at [Address of Client], on behalf of itself and its subsidiaries and Affiliates ("**Client**").

LearningMate and the Client shall hereinafter individually be referred to as "**Party**" and collectively referred to as "**Parties**."

WHEREAS:

1. LearningMate is in the [business of providing e-learning solutions and services for universities, publishers, corporations, and government bodies. It develops highly efficient learning solutions for content development, learning applications etc. It specializes in the development of instructional content, delivery, and management of learning solutions.]
2. The Client is in the business of [Details / Business of Client].
3. LearningMate and the Client have mutually decided to enter into this Agreement to [Services / Product to be specified] (hereinafter referred to as "**Services**") on the terms and conditions more particularly set out hereunder.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. EFFECTIVE DATE

This Agreement shall come into and be in full force and effect from the Execution Date ("**Effective Date**").

2. SCOPE OF SERVICES

Subject to the terms and conditions set out in this Agreement, LearningMate agrees to perform the services and provide the Work Product according to the terms of this Agreement and as described in separate Schedules of Work (each a "**SOW**") for the benefit of Client's business ("**Services**"). Unless otherwise stated in the SOW, such Services shall be performed as needed and as assigned by Client on a project-by-project basis. LearningMate shall be reasonably available to work on projects assigned by Client. LearningMate shall provide Client with all necessary technical configuration, specifications, installation and implementation procedures required for Client and its authorized users to access and use the Work Product in accordance with the terms of this Agreement.

The Services may benefit or otherwise be used by Client or any of its Affiliates. The Services may be rendered by LearningMate or any of its Affiliates. In addition, any Affiliate may directly enter into its own SOW with Client subject to the terms and conditions of this Agreement.

3. **WORK PRODUCT:**

3.1. All materials, documentation, information, and source and object codes developed in the course of LearningMate's performance of Services for Client ("**Work Product**") is the property of Client, and LearningMate agrees to return all copies of all such Work Product (on whatever media) upon the completion of each project. In performing Services for Client hereunder, LearningMate may utilize certain open source or other third party's data, software packages, programming languages, ideas, graphics, pictures and symbols or other materials which are not owned by LearningMate, that may be separately licensed by their respective owners. ("**Third-Party Materials**"). Client acknowledge and agree that LearningMate is not responsible for Client provided material, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. The Work Product is deemed to be Client's Confidential Information hereunder and, except as permitted herein, shall not be used or disclosed by LearningMate without Client's express written approval. LearningMate shall not use or disclose any Work Product for any purpose not expressly authorized by this Agreement.

3.2. LearningMate hereby agrees that the Work Product is being developed as a "work made for hire." As such, copyright and all other intellectual property rights vest with Client when the Work Product is fixed in a tangible medium of expression. LearningMate (a) irrevocably assigns to Client all rights, title and interest to Work Product, and (b) subject to LearningMate receiving full payment for the Services, agrees to execute all documents necessary to implement and confirm the letter and intent of this section. Notwithstanding any of the foregoing, LearningMate will not be expected to deliver to Client any Work Product that the Client has not paid for.

4. **OWNERSHIP OF DATA:**

4.1. This is a "Work for Hire" engagement, as that term is defined in the United States Copyright Act, and all deliverables paid for by Client shall exclusively be the Intellectual Property of only Client on receipt of and full payment of invoices raised by Learningmate. LearningMate acknowledges that the Client shall own the rights in and to Work Product limited to work product developed as per this Agreement (as work made for hire where applicable) on receipt of and full payment of invoices raised by Learningmate and LearningMate shall do all acts and deeds required to convey, transfer and assign to the Client all right, title and interest (including intellectual property rights) in and to the Work Product.

4.2. LearningMate acknowledges and agrees that LearningMate will be acquiring no rights or interests in or to any of Client's materials with which LearningMate comes into contact in providing services to Client, or any other data, information, knowledge, know-how, programs or other property of Client including, without limitation, those which relate to or arise from LearningMate's performance of Services ("**Client Data**"). LearningMate may use Client Data only to perform its obligations under this Agreement and in no other manner.

Upon termination or expiration of this Agreement, or upon written request by Client, LearningMate will provide prompt assistance to Client, for any Client Data to be returned to Client.

- 4.3. LearningMate shall not incorporate any third-party material without the Client's prior written consent. The Client acknowledges and agrees that Work Products may include data, modules, components, designs, utilities, subsets, objects, processes, tools, and/or models, in source code, other object code or source code forms, that LearningMate has proven to have owned or developed before and independently from its engagement under this Agreement ("**LearningMate's Material**"). Notwithstanding anything contained in this Agreement or otherwise in any communication to the Client including any SOW, the Client and LearningMate agree that all such LearningMate's Material is owned exclusively by LearningMate and shall not be included in any Work Product unless LearningMate expressly identifies and transfers the same in writing to Client.
- 4.4. All proprietary rights in and to the Licensed Material included in the LearningMate's Material, unless otherwise specifically agreed in the SOW all derivatives, translations, modifications, adaptations, improvements, enhancements or developments thereof and all confidential or proprietary information of LearningMate, including without limitation, all rights under and with respect to patents, copyrights, trademarks and rights under the trade secret laws of any jurisdiction shall remain the sole property of LearningMate or its applicable licensor, whether recognized by or perfected under applicable local law. Client shall promptly notify LearningMate of any infringement of LearningMate's proprietary rights of which it becomes aware.

5. PAYMENTS

- 5.1. The Client agrees to pay LearningMate in the manner described in the relevant SOW ("**Service Fee**") and as detailed in an invoice provided by LearningMate to the Client within **[•]** (**[•]**) days from the date of meeting milestone for the Work Product or end of the month for services rendered to the Client ("**Invoice**"). Any costs or expenses incurred by LearningMate towards the Services and / or the creation of the Work Product shall be added to the total Service Fee, specified by LearningMate in the Invoice and shall be billed to the Client. Subject to Clause 5.2 below, the Client shall pay LearningMate the total Service Fee specified in each Invoice within a period of 15 days from the date of receipt of such Invoice. If the due date of any payment falls on a bank holiday or non working day, then the client shall remit the funds on the preceding working day.

Interest for late payment. In case <the Buyer/Client/Customer> fails to comply with the payment terms set out in the <MSA/Applicable SoW >, <the Buyer/Client/Customer> shall pay to <LearningMate, Consultant, Supplier etc> interest at the higher of (i) one month LIBOR plus 4% (four per cent) per annum of the outstanding amount or (ii) the maximum allowed by applicable Law, on such unpaid amount which shall accrue from the due date until the date upon which payment in full is made.

Cost of living adjustments: LearningMate from time to time may adjust pricing based on cost of living adjustments in the US and in India. These adjustments are based on Consumer

Price Index (CPI), or other relevant indices. Any such price changes shall be mutually agreed upon by both the parties.

- 5.2. The Client shall be entitled to dispute any Invoice raised by LearningMate within 5 days from the date of receipt of the Invoice, which shall be mutually resolved by the Parties. Any adjustments to the Invoice shall be carried out by LearningMate as may be mutually agreed between the Parties, and the Client shall be obligated to pay LearningMate within 15 days of the receipt of such revised Invoice subject to clause 5.1.

6. NON-EXCLUSIVE AGREEMENT

This Agreement is not exclusive in nature. LearningMate has the right to perform services of a similar nature for other entities during the term of this Agreement, provided such services do not interfere with LearningMate's satisfactory completion of all projects under this Agreement. Similarly, the Client has the right to retain other companies to perform the same type(s) of services rendered by LearningMate. This Agreement may not be assigned by either Party to another individual or entity, provided, that either Party may assign this Agreement in connection with the sale or transfer of all or substantially all of its assets. LearningMate may utilize its own employees, agents or affiliates to assist in completion of projects under this Agreement. This Agreement will be binding upon and inure to the benefit of each Party and its legal successors and permitted assigns

7. CONFIDENTIALITY AND DATA PROTECTION

- 7.1. Non-use and Non-disclosure. Both parties acknowledges under this Agreement that both parties including their authorised employees or sub-contractors or agents or representatives may have access to confidential and proprietary information belonging to Client or LearningMate, including but not limited to LearningMate's data including financial information, Intellectual property etc or client lists and names (past, present and prospective), employee lists and names, procedure manuals, business methods, records and information, employee records, client records, business strategies, etc. Each Party agrees not to use any Confidential Information (*as defined below*) of the other Party for any purpose except in furtherance of the performance of such Party's obligations under this Agreement. Each Party agrees not to disclose any Confidential Information of the other Party to third parties or to such Party's employees, except to those employees of the receiving Party who are required to have the information in order to perform the obligations under in this Agreement on a need to know basis. Neither Party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other Party's Confidential Information and which are provided to the Party hereunder.

For the purpose of this Clause, "**Confidential Information**" means any information disclosed by either Party to the other Party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation information about existing and prospective customers, documents, prototypes, processes, samples, plant and equipment), which is (1) designated as "Confidential," "Proprietary" or some similar designation; or (2) commonly regarded as confidential or proprietary in the technology or education industries.

Confidential Information may also include information disclosed to a disclosing Party by third parties. Confidential Information shall not, however, include any information which: (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the disclosing Party to the receiving Party through no action or inaction of the receiving Party; (iii) is already in the possession of the receiving Party at the time of disclosure by the disclosing Party as shown by the receiving Party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving Party from a third Party without a breach of such third Party's obligations of confidentiality; (v) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information, as shown by documents and other competent evidence in the receiving Party's possession; or (vi) is required by law to be disclosed by the receiving Party, provided that the receiving Party gives the disclosing Party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

- 7.2. Maintenance of Confidentiality. Each Party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other Party. Without limiting the foregoing, each Party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the other Party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither Party shall make any copies of the Confidential Information of the other Party unless the same are previously approved in writing by the other Party. Each Party shall reproduce the other Party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.
- 7.3. Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either Party to the other Party, and all copies thereof which are in the possession of the other Party, shall be and remain the property of the disclosing Party and shall be promptly returned to the disclosing Party upon the disclosing Party's written request.
- 7.4. No License. Nothing in this Agreement is intended to grant any rights to either Party under any patent, mask work right or copyright of the other Party, except for the limited rights agreed to be transferred in this Agreement agreed between parties nor shall this Agreement grant any Party any rights in or to the Confidential Information of the other Party except as expressly set forth herein.
- 7.5. Data Privacy. The Parties shall observe and comply with all applicable current and future data privacy and security laws, including without limitation the General Data Protection Regulation ("GDPR"). The Parties shall maintain effective information security measures to protect personal data from unauthorized disclosure or use. Upon becoming aware of any actual or potential breach of security, each Party shall be obligated to inform the other Party and the Parties shall cooperate to investigate, mitigate, rectify and respond to such breach.

- 7.6. Injunctive Relief. Each Party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other Party, entitling the other Party to seek injunctive relief in addition to all legal remedies that may be available, in law, in equity or otherwise. The non-breaching party shall further be entitled to recover all damages, attorney's fees and costs arising from such violation.

8. REPRESENTATIONS AND WARRANTIES

Each Party warrants and represents to the other Party that:

- 8.1. it has the full power, authority and capability to enter into this Agreement;
- 8.2. the execution and delivery of this Agreement and the performance of the transactions contemplated hereby have been duly authorised by all necessary corporate or other action;
- 8.3. assuming the due authorisation, execution and delivery hereof by the other Party, this Agreement constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganisation, moratorium or similar laws affecting creditors' rights generally;
- 8.4. its entry into this Agreement, and the exercise of its rights and performance of and compliance with its obligations under or in connection with this Agreement or any other document entered into under or in connection with this Agreement, will constitute, private and commercial acts done and performed for private and commercial purposes;
- 8.5. the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not:
 - (a) violate any provision of the organisational or governance documents of such Party;
 - (b) require it to obtain any consent, approval or action of, or make any filing with or give any notice to, any Competent Authority or any other Person pursuant to any instrument, contract or other agreement to which it is a party or by which it is bound, other than any such consent, approval, action or filing that has already duly obtained or made;
 - (c) conflict with or result in any breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both) a default under, any instrument, contract or other agreement to which it is a party or by which it is bound;
 - (d) violate any order, judgment or decree against, or binding upon it or upon its respective securities, properties or businesses; and / or
 - (e) violate any law or regulation of such Party's country of organisation or any other country in which it maintains its principal office; and

8.6. [to the best of its knowledge,] there are no awards, arbitrations orders of attachment, garnishee orders, injunctions or any other orders, actions, suits, or proceedings pending or, to its knowledge threatened, which would in any manner prevent any transaction contemplated by this Agreement from taking place in the manner contemplated by this Agreement.

9. **INSURANCE:**

LearningMate, at its sole cost and expense, shall provide and maintain such commercially available policies of general liability insurance in the amounts of \$1,000,000 per incident and \$2,000,000 annual aggregate liability coverage. LearningMate shall, upon the request of Client, provide evidence of such insurance coverage to Client and shall notify Client in writing at least thirty (30) days in advance of any material change to, or cancellation of, such coverage.

10. **INDEMNIFICATION**

10.1. Each of the Parties (each an “**Indemnifying Party**”) hereby agrees to indemnify and hold the other Party (each an “**Indemnified Party**”) harmless from and against any and all claims, demands, actions, settlements, losses or judgments, including attorneys' fees and litigation expenses, which may be suffered, incurred, or paid by the Indemnified Party resulting from or arising out of any breach or inaccuracy of any representation or warranty, covenant or agreement by the Indemnifying Party.

10.2. Each Party must promptly notify the other Party within 30 (Thirty) days after receipt of any claims made for which the other Party might be liable. The Indemnifying Party will have the sole right to defend, negotiate, and settle such Claims. The Indemnified Party will be entitled to participate in the defense of such matter and to employ counsel at its expense to assist in such defense; provided, however, that the indemnifying Party will have final decision-making authority regarding all aspects of the defense of the Claim; further provided, that neither Party will be responsible for or bound by any settlement of any Claim without its prior written consent, which shall not be unreasonably withheld or delayed. The Indemnified Party will provide the Indemnifying Party with such information and assistance as the indemnifying Party may reasonably request, at the expense of the indemnifying Party.

10.3. In the event that LearningMate reasonably believes that the use of any Work Product is likely to be enjoined, or in the event LearningMate reasonably believes that any Work Product may be subject to a claim of infringement, LearningMate may, at its option, either: (i) obtain for Client, at LearningMate's expense, the right or license to continue use of such allegedly infringing item; (ii) modify or replace the allegedly infringing item with substantially equivalent features and functionality that the LearningMate reasonably believes to be non-infringing; or (iii) if none of the foregoing is commercially feasible, LearningMate may terminate this Agreement as to the allegedly infringing item. If LearningMate elects to exercise its right of termination pursuant to subclause (iii), LearningMate shall refund to Client all amounts paid by Client in respect of such allegedly infringing item and any other aspects of the Work Product provided under the SOW for such allegedly infringing item that Client cannot reasonably use as intended under this Agreement as a result of such termination.

- 10.4. Client hereby agrees to indemnify and hold LearningMate harmless from and against any and all claims, demands, actions, settlements or judgments including attorneys' fees and litigation expenses caused by (i) the fault, negligence, wrongful acts or omissions of Client or Client's officers, employees, or authorized agents, or which arise from Client's breach of this Agreement; or (ii) infringement or misappropriation of the patent, copyright, trade secret or other intellectual property right of any third party; or (iii) breach of confidentiality.

11. LIMITATION OF DAMAGES:

NEITHER PARTY SHALL UNDER ANY CIRCUMSTANCES BE LIABLE TO THE OTHER FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, OR LOST OR IMPUTED PROFITS AND/OR ROYALTIES ARISING OUT OF THIS AGREEMENT OR ITS TERMINATION OR EXPIRATION, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT AND IRRESPECTIVE OF WHETHER THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

12. LIMITATION OF LIABILITY:

Notwithstanding anything contained in this Agreement or any SOW, in no event shall either Party's total liability hereunder to the other Party for any Claim, exceed the prices paid by Client in preceding 12 months towards that part of the deliverable wherein such damage, claim, liability or action has arisen (the "**Liability Cap**"). Further, no Claim which accrued more than 12 (Twelve) months after the completion, termination or expiration of the SOW pertaining to which the Claim accrued may be asserted against either Party. Provided however that the Liability Cap shall not apply to or in any way limit the liability of either Party to the other Party for: (i) the breach of all or any confidentiality obligations under this Agreement; (ii) losses arising due to fraud, gross negligence or wilful misconduct in connection with the terms of this Agreement; and / or (iii) any infringement or misappropriation, or alleged infringement or misappropriation of any intellectual property rights.

13. FORCE MAJEURE

- 13.1. No Party shall be deemed in default of this Agreement, unless otherwise expressly provided therein, any SOW for any delay or failure to fulfill any obligation (other than a payment obligation) hereunder or thereunder so long as and to the extent to which any delay or failure in the fulfilment of such obligation is prevented, hindered or delayed as a consequence of circumstances of Force Majeure. "**Force Majeure**" shall mean any event beyond such Party's reasonable control including but not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, epidemic, pandemic, change in applicable law or any other event similar to those enumerated above.
- 13.2. In the event of any such excused delay, the time for performance of such obligations (other than a payment obligation) shall be extended for a period equal to the time lost by reason of the delay. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such occurrence of Force Majeure; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement and the SOW, as applicable, as soon as reasonably practicable.

14. GOVERNING LAW; DISPUTE RESOLUTION

- 14.1. This Agreement is governed by and is to be construed in accordance with the laws of United Kingdom.
- 14.2. Any suit, action or proceeding seeking to enforce any provisions of, or based on any matter arising out of or in connection with, this Agreement or the Transactions may be brought in a court sitting in [London], and each of the Parties hereby consents to the non-exclusive jurisdiction of such [English] courts (and of the appropriate appellate courts there from) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient form. Notice in any such suit, action or proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of any such court, in accordance with the terms of this Agreement.
- 14.3. In the event of disputes, controversies, differences of opinion and claims arising out of or in connection with this Agreement or in any way relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the Parties shall first endeavour to settle such differences, disputes, claims or questions amicably, failing which, the same shall be resolved in the court of law by both the Parties.

15. TERM AND TERMINATION

- 15.1. This Agreement shall be effective for a period of 3 (Three) years from the Effective Date ("**Term**").
- 15.2. This Agreement shall terminate upon the expiry of the Term or by either Party after giving a prior written notice of 30 (Thirty) days. Notwithstanding anything contained herein, this Agreement may be terminated in writing at any time by either Party with immediate effect in the event of fraud, gross negligence or willful misconduct by the other Party.
- 15.3. Either Party may terminate this Agreement and / or any SOW upon written notice: (i) if the other Party is in breach of this Agreement and/or any SOW; and (ii) such Party has not cured said breach within 30 (Thirty) days of the receipt of written notice from the other Party in relation thereto.
- 15.4. Notwithstanding anything contained herein, either Party may terminate this Agreement with immediate effect by providing written notice to the other Party under any one or more of the following conditions:
 - (a) If the performance of obligations under this Agreement by either Party is in contravention of any laws as may be applicable from time to time or industry practice;
 - (b) If such terminating Party is informed or information comes to such Party's attention

that the other Party is or may be in the violation of any law/s, ordinance/s, regulation/s, code/s or court or quasi-judicial order/s;

- (c) If any of the representations made by the other Party as on the Execution Date is false or incorrect; or
- (d) If the other Party discontinues its business.

15.5. In the event of termination of this Agreement:

- (a) all amounts due and payable to LearningMate hereunder as of the effective date of termination of this Agreement, shall be paid to it by the Client within [30 (thirty) days] from such effective date of termination, failing which LearningMate shall initiate legal proceedings in accordance with Clause 14 of this Agreement; and
- (b) such termination shall be without prejudice to any accrued rights or obligations of any Party under this Agreement.

16. **NON-SOLICITATION.**

During the term hereof and for a period of [12 (Twelve)] months thereafter, neither Party shall, directly or indirectly, (a) induce or attempt to induce any client, vendor, or supplier of the other Party to cease to transact or supply, or to restrict or vary the terms of transaction or supply to such Party; (b) induce, or attempt to induce, any director or senior/key employee or employee or consultants or contractors of the other Party to leave the employment of the other; or (c) use or allow to be used any trade mark, service mark or trade name used by the other Party or any other name or mark intended or likely to be confused with such a trade mark, service mark or trade name.

17. **MISCELLANEOUS**

17.1. Notices.

- (a) Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant Party at its postal or e-mail address set out below. Any notice, demand or other communication given or made by letter between countries shall be delivered by courier. Any notice, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered (i) if delivered in person or by messenger, when proof of delivery is obtained by the delivering Party; (ii) if sent by post within the same country, on the fifth day following posting, and if sent by post to another country, on the tenth day following posting; and (iii) by e-mail, if such e-mail is used together with any of the options provided in (i) or (ii), above.
- (b) The initial address for the Parties for the purposes of the Agreement are:

If to LearningMate:

Attention: *[insert name of the authorised person]*

Address: ***[insert address of the authorised person]***
Email: ***[insert email address of the authorised person]***

If to the Client:

Attention: ***[insert name of the authorised person]***
Address: ***[insert address of the authorised person]***
Email: ***[insert email address of the authorised person]***

- (c) Any notice required to be made or given hereunder may be signed by an officer, manager or authorized representative of the Party giving or making the same. No recipient shall be required or obliged to inquire as to the authority of the officer, manager or authorized representative so signing.
 - (d) Any Party may, by notice in writing to the other Parties, change its address or Mail ID in the manner aforesaid.
- 17.2. Amendments. No amendment, waiver or modification of any terms of this Agreement will be effective unless made in writing and signed by or on behalf of both Parties.
- 17.3. Supersession. In the event of a conflict between the terms of this Agreement and the terms of any SOW, the terms set out in this Agreement shall prevail unless otherwise expressly agreed between the Parties.
- 17.4. Survival. The provisions of *Confidentiality and Data Protection* (including Confidentiality Agreement or Non-Disclosure Agreement, if any), *Representations and Warranties*, *Indemnification*, Limitation of damages, Limitation of Liability, *Governing Law; Dispute Resolution*, *Termination*, *Non-Solicitation*, *Assignment*, *Work Product*, *Ownership of Data*, and *Miscellaneous* and those provisions that would by their nature survive shall be in effect even after the termination of this Agreement.
- 17.5. No Strict Construction; Headings; Interpretation. This Agreement has been prepared jointly and will not be strictly construed against either Party. Section headings are included solely for convenience of reference and will not control or affect the meaning or interpretation of any of the provisions of this Agreement and in no way define or limit the scope or intent of this Agreement or any provision hereof.
- 17.6. Complete Agreement. This Agreement, those documents expressly referred to herein and other documents of even date herewith embody the complete agreement and understanding among the parties and supersedes any and all prior agreements, SOWs, contracts or addenda relating to the arrangement contemplated under this Agreement. This Agreement constitutes the entire agreement between the Parties (including the SOWs that may be executed pursuant to this Agreement) and cannot be changed or terminated orally. In case there is conflict of terms between the Agreement and SOWs, addenda relating to the arrangement contemplated under this Agreement, then terms defined in the Agreement will govern.

- 17.7. Attorney Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party hereto against the other Party arising out of or related to this Agreement, the prevailing Party shall be entitled to seek to recover its actual attorneys' fees and court costs from the non-prevailing Party.
- 17.8. Independent Relationship. LearningMate is an independent company and not an employee, agent, servant, joint venture, partner, or affiliate of or with Client. The Client shall have no right to exercise control or direction over the manner in which LearningMate performs services under this Agreement, except to the limited extent necessary to assure that all projects are completed in a timely and satisfactory manner via review call and status update calls. LearningMate acknowledges and agrees that, as an independent company, it and its employees shall not be entitled to any employee benefits from Client in consideration for the services performed under this Agreement, including but not limited to, vacation, disability, health insurance, life insurance, workers' compensation and unemployment compensation coverage, retirement benefits and any other employee benefit. LearningMate accepts full responsibility for filing all tax returns and paying all taxes which may be required or due for payments received from Client under this Agreement. Similarly, LearningMate shall be responsible (if necessary) for hiring, supervising, and compensating its own employees and assistants in accordance with all applicable laws and regulations.
- 17.9. Successors. This Agreement binds the heirs, executors, administrators, and successors and permitted assigns of both the Parties with respect to all covenants herein and cannot be changed except by written agreement signed by both the Parties.
- 17.10. Severability. If any provision of this Agreement is held to be void, invalid or otherwise unenforceable, in whole or part, the other provisions shall remain in full force and effect.
- 17.11. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by all of the other parties hereto. The delivery of signed counterparts by electronic mail in "portable document format" (".pdf") shall be as effective as signing and delivering the document in person. Until and unless each Party has received a counterpart hereof signed by each other Party hereto, this Agreement shall have no effect and no Party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

(Signature Pages Follow)

IN WITNESS WHEREOF each Party herein have signed and executed this Agreement on the day, month and the year first hereinabove written, in the presence of witnesses attesting hereunder.

LearningMate Solutions (UK) Limited

<<Client >>

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____