

The Partner Agreement, including the Program Appendix(ices) mutually agreed by the parties, is between Teaching Strategies, LLC, at 4500 East West Highway, Suite 300, Bethesda, MD, USA ("TS") and the party who has accepted the Partner Agreement, identified in the signature block below and executed the Partner Agreement, or executed a Program Appendix incorporating the Partner Agreement by reference ("**Partner**") (the "**Agreement**"). The effective date of the Partner Agreement shall be the date of acceptance or the last signature, as applicable ("**Effective Date**").

1. **Purpose.** TS programs enable authorized TS partners to participate in program(s) that use and promote Products and Services within the TS partner ecosystem ("**Program**" or "**Programs**"). The details of each Program are as described in its respective program appendix ("**Program Appendix**"). Partner may participate in more than one Program and Program Appendices by signing a Program Appendix incorporating the Agreement by reference. If a Program Territory is not identified in the Program Appendix, Partner's Territory will default to the country based on Partner's address. "**Products**" and/or "**Services**" mean the specific TS branded offerings set forth in a Program Appendix. TS and Partner are collectively referred to as the "**Parties**" and may be referred to individually as a "**Party**".
2. **General**
  - 2.1. TS reserves all rights not expressly granted in this Agreement and all rights not expressly granted to the Products and Services (including rights under any trademarks, copyrights, patents, or other intellectual property of TS). Partner will use the Products or Services only as specifically permitted or agreed to in this Agreement. If TS determines that any of the Products or Services are being used by Partner in any way to (a) avoid paying fees that would otherwise be due hereunder, (b) provide Services to third parties outside of the scope of a Program, (c) create revenue without payment of fees to TS for Products or Services, or (d) violates any TS intellectual property or moral rights, TS may immediately suspend performance and/or terminate the Agreement and any Program Appendix, and reserves its rights to exercise any and all legal and equitable remedies available to it under this Agreement or otherwise.
  - 2.2. Without limiting the generality of Sections 2.1 or **Error! Reference source not found.**, Partner agrees: (i) not to modify the Products in any manner; and (ii) not to use or resell the Products in any manner or for any purpose not permitted by this Agreement other than as may be expressly permitted in the applicable Program Appendix or by any applicable mandatory law or regulation. Should Partner desire to use the Products for Partner's own use Partner agrees to purchase the appropriate TS Product(s) under TS' standard terms, and to pay the applicable fee for all periods of use. Each Party agrees that all trade name, trademark, service mark, copyright, patent, trade secret, domain name and all other intellectual and industrial property rights anywhere in the world, including moral rights, and all applications, provisional applications, registrations, continuations and renewals thereof, and all associated goodwill (present or future) in and to each Party's respective products and services (including modifications and derivatives), are and will, as among the parties, be owned by and vested in that party or its licensors, notwithstanding any use of terms such as "purchase," "sale" or similar language within the Agreement.
3. **Marks.** During the term of this Agreement and subject to the terms and conditions of the applicable Program Appendix, each Party grants to the other Party a non-transferable, non-exclusive, license to reproduce and display Marks in connection with the marketing and sale of the Products and Services covered under this Agreement. "**Marks**" means the respective logos, trade names, trademarks, and service marks that either Party authorizes in writing for use by the other Party in marketing the respective Party's products or services. TS Marks shall mean those Marks provided in the applicable Program Appendix for use with the associated Program. Any such use shall be made in conformance with the Party's then-current trademark usage policies or other instructions or requirements. TS and Partner will cooperate with each other to provide marketing support by way of joint press releases and such other matters as the parties shall reasonably agree, but each Party must approve any use of its Marks, including its trade name, in any publicity or advertising. The Marks are the sole and exclusive property of the respective Party. All goodwill in any Marks shall inure to the benefit of their owner.
4. **Confidentiality and Publicity**
  - 4.1. **Confidentiality.** Each Party receiving Confidential Information ("**Recipient**") from the Party disclosing such information ("**Discloser**") shall use Confidential Information solely for the purpose providing and receiving Products and Services under this Agreement. "Confidential Information" means information that is reasonably marked as "confidential", identified as confidential at the time of disclosure, or reasonably known by to be confidential or should reasonably be expected to be known as confidential.

Recipient acknowledges and agrees that the disclosure of the Confidential Information does not confer any license, interest or rights of any kind in or to the Confidential Information except as provided herein. For two (2) years after the termination of this Agreement Recipient shall hold Confidential Information in confidence and not disclose or use the Confidential Information, directly or indirectly, in any form, by any means, or for any purpose. Recipient shall only disclose the Confidential Information to its employees and independent contractors, to the extent such persons have a need to know such information for the purposes described in this Agreement, and provided such employees and independent contractors shall be obligated in writing to comply with terms and conditions no less protective than those set forth in this section. Recipient will not reverse, engineer or modify the Confidential Information for any purpose whatsoever. Recipient shall protect the Confidential Information using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use or disclosure of the Confidential Information as Recipient uses to protect its own confidential information. Recipient shall notify the Discloser in writing immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of these confidentiality obligations and shall reasonably cooperate with the Discloser to regain possession of such Confidential Information and prevent further unauthorized use and disclosure. All Confidential Information is provided "AS IS" and without any warranty (express or implied). Confidential Information does not include information that: (a) is or becomes generally publicly available through no fault of Recipient, (b) was known to Recipient, free of any confidentiality obligations, before its disclosure, (c) becomes known to Recipient, free of any confidentiality obligations, from a source other than Discloser, (d) is independently developed by Recipient without use of Confidential Information, or (e) is disclosed by Recipient pursuant to a requirement of a governmental agency or by operation of law, provided that Recipient shall notify Discloser prior to disclosure (if it can do so without violating any law or rule) in order to give Discloser a reasonable opportunity to seek an appropriate protective order or similar protection(s).

- 4.2. Publicity.** Partner will keep confidential and will not disclose, market, or advertise to third parties the terms of this Agreement (including the fees paid hereunder) without the prior written consent of TS. Partner or TS may reference its relationship with the other, in the normal course of business including during earnings calls, discussions with analysts, meetings with the press, customer briefings, general marketing activities, and in regulatory filings.

## **5. Fees and Taxes**

- 5.1. Fees.** If Partner acquires Products and/or Services directly from TS under the Agreement, TS will invoice Partner as set forth herein and may require receipt of a purchase order for any amounts due to TS; provided, however, that any terms contained in such purchase order will not amend, supplement or modify the terms of the Agreement or be binding on TS. Fees will be as indicated in each Program Appendix and will be due and payable in U.S. Dollars within thirty (30) days from the date of invoice. Partner must pay all sums due to TS on a prepaid basis and Payment of the Fees to TS is not contingent on payment by third parties to Partner. All Fees paid are non-refundable. All amounts not paid when due will accrue interest daily until paid in full at the lesser of 1.5% per month or the highest rate permissible by law. Partner will reimburse TS for all costs and expenses incurred by TS in connection with the collection of overdue amounts, including without limitation reasonable attorneys' or legal fees.

- 5.2. Taxes.** All amounts payable shall be exclusive of any Taxes. In addition to any amounts due for Products or Services, Partner will pay to TS an amount equal to any Taxes arising from or relating to this Agreement, including without limitation sales, service, use or value-added taxes, which are paid or are payable by TS or present TS with valid tax exemption documentation. "**Taxes**" means any form of taxation, levy, duty, charge, contribution or impost of whatever nature and by whatever authority imposed (including without limitation any fine, penalty, surcharge or interest), exclusive of any taxes based on the net income of TS. Should Partner be required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to TS, then the sum payable to TS will be increased by the amount necessary to yield to TS an amount equal to the sum it would have received had no withholdings or deductions been made. The parties will work together in good faith to minimize adverse tax consequences to TS created by cross-border transactions.

- 6. Records and inspection.** During the Term and for at least two (2) years thereafter, Partner will keep and maintain commercially reasonable written records and accounts regarding Partner's use and distribution of the Products and Services and business activities related to the Program(s) ("**Records**"). TS may, at its own expense, verify such Records to determine Partner's compliance with this Agreement. Such verification may take the form of requests for information, documents or records (with which Partner shall respond promptly), on-site visits (in respect of which Partner hereby grants the requisite access), or both. Partner agrees to act reasonably and to cooperate with TS in relation to such verifications. Any on-site visit will occur during regular business hours at Partner's offices, and will not interfere unreasonably with Partner's business activities. For an on-site visit, TS will give Partner at least ten (10) day's prior written notice of the date of each visit.

## **7. Term and Termination**

- 7.1. Term.** This Agreement begins on the Effective Date and continues until the expiration or termination of all Program Appendices ("**Term**"). The term of each Program Appendix is independent of the term of any other Program Appendix.
- 7.2. Termination by TS or Partner.** TS may (without prejudice to any other right or remedy) terminate this Agreement in whole or in part (including any Program Appendix and Partner's participation in such Program) for any reason at any time upon thirty (30) days prior notice in writing to Partner. Each Party may (without prejudice to any other right or remedy) terminate this Agreement in whole or in part (including any Program Appendix and Partner's participation in such Program) at any time upon notice in writing to the other Party if the other Party is in material breach of any obligation thereunder and (in the case of a remediable breach) such breaching Party fails to remedy the breach within thirty (30) days (except for payment obligations, in which case five (5) days) of being requested in writing to do so unless a shorter cure period is otherwise stipulated under this Agreement or in the applicable Program Appendix, provided, however, that no cure period will be required for a breach of Sections 3, 4, or 11.2-11.3.
- 7.3. Effect of Agreement Termination or Expiration.** Termination or expiration of this Agreement in whole for any reason will immediately terminate Partner's participation in any and all Programs, including eligibility to the Program benefits. Upon such termination or expiration, Partner will immediately (i) cease referring to itself as a TS Partner, or any other title associated with the Program, and using those titles in any communication and advertising; (ii) to the extent applicable, cease all promotion, demonstration, sale(s) and distribution of the Products and/or Services; (iii) cease all use of the TS Marks, (iv) return or destroy, at TS' option, all printed materials containing such TS Marks, including all documentation and promotional materials; and (v) remit all fees due to TS within fifteen (15) days of such termination or expiration; provided, however, if the termination is not the result of a Partner breach, the Partner will be entitled to sell any of its inventory of Products (subject to this Agreement) for which TS has been fully paid and that are required to fulfill any unperformed contracts of Partner outstanding at the date of termination or expiration for a period of no longer than sixty (60) days. All rights and obligations of the Parties under this Agreement and all applicable Program Appendices will terminate immediately, except that the such obligations under Sections 4.1, 4.2, 5, 6, 7, 9, 10, 12, and 13, and the Sections identified in any Program Appendices hereto, will survive such termination or expiration. Termination of this Agreement shall not affect any agreements, if applicable, between TS and any End User. "**End User**" is defined in the Program Appendices.
- 8. Limited Warranty.** TS represents and warrants to Partner that (a) TS has the legal power to enter into this Agreement; and (b) TS will perform the Services in a workmanlike manner and with diligence and skills consistent with industry standards.
- 9. Disclaimers**
- 9.1. Disclaimer of Warranty.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, THE SERVICES AND PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. TS DOES NOT GUARANTEE OR WARRANT THAT THE USE OF THE SERVICES OR PRODUCTS WILL BE UNINTERRUPTED, COMPLY WITH REGULATORY REQUIREMENTS, BE ERROR FREE OR THAT TS WILL CORRECT ALL PRODUCT ERRORS. FOR THE BREACH OF THE WARRANTIES SET FORTH IN THIS SECTION CUSTOMER'S EXCLUSIVE REMEDY, AND TS ENTIRE LIABILITY, WILL BE THE REPERFORMANCE OF DEFICIENT SERVICES, OR IF TS CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, PARTNER MAY TERMINATE THE RELEVANT SERVICES AND RECEIVE A PRO RATA REFUND OF THE FEES PAID FOR THE DEFICIENT SERVICES AS OF THE EFFECTIVE DATE OF TERMINATION. Without limiting the generality of the foregoing disclaimer, Partner acknowledges that the Products and Services are not specifically designed, manufactured or intended for use in any life support systems; planning, construction, maintenance, control, or direct operation of nuclear facilities; or navigation, control or communication systems, or weapons systems.
- 9.2. Disclaimer of Damages.** EXCEPT FOR SECTIONS 4.1, 11, AND 13.3, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RELATING TO THIS AGREEMENT, PRODUCTS, OR THE SERVICES, OR THE USE THEREOF, INCLUDING, WITHOUT LIMITATION, ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, REGULATORY NON-COMPLIANCE, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, WHETHER OR NOT FORESEEABLE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10. Limitation of Liability.** EXCEPT FOR PARTNER'S PAYMENT OBLIGATION AND SECTIONS 4.1, 11, AND 13.3, IN NO EVENT WILL EITHER PARTY'S CUMULATIVE AND AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE

AMOUNTS PAID BY CUSTOMER TO TS UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THE LIMITATIONS HEREIN WILL REMAIN IN FULL FORCE AND EFFECT, REGARDLESS OF WHETHER EITHER PARTY'S REMEDIES HEREUNDER ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

## **11. Export and Anti-Corruption**

- 11.1.** Partner will be the importer of record of the Products and Services into the countries in which Partner sells and will be responsible for (a) compliance with all applicable laws, regulations and legal requirements; (b) paying all import duties or tariffs; and (c) obtaining any regulatory approvals and import licenses required by any applicable law.
- 11.2.** Partner will comply with all applicable laws and regulations including all applicable anti-corruption laws and regulations, including, but not limited to, U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act ("**Anti-Corruption Laws**"), and will not engage in conduct that would cause TS to violate any law or regulation including the Anti-Corruption Laws. Anti-Corruption Laws prohibit Partner from receiving anything of value from, or offering anything of value, directly or indirectly, to either private parties or government or public officials with the intent that the recipient improperly perform a relevant function or activity, or a person be rewarded for improper performance. Government or public officials include employees and officers of a government agency, department or instrumentality as well as the employees or officers of government-owned or government-controlled companies, public international organizations, political parties, and candidates for political office. Partner represents and warrants that none of its significant shareholders, owners, partners, officers or directors is a government or public official and that if any of such personnel become a government or public official, Partner will notify TS in writing in accordance with the terms of this Agreement. Partner will not permit its resellers or partners to do anything that would violate or cause TS to violate any law or regulation including the Anti-Corruption Laws. If TS believes that Partner (or any of its resellers or partners) has breached or may breach any of the provisions of this Section or a notice is provided pursuant to this Section, TS may immediately terminate the Agreement or stop performing its obligations (including making payments, if applicable) without any liability to Partner.
- 11.3.** Partner agrees that it will not re-export the Products, their components or related technical information received from TS except as permitted by the laws and regulations of the United States of America and the laws and regulations of the jurisdiction in which Partner obtained the Products or Services, their components or related technical information or that are otherwise applicable. Without limiting the foregoing, Partner will comply with applicable U.S. export laws, regulations and legal requirements. Partner acknowledges that the laws and regulations of the United States may restrict the export and re-export of certain commodities and technical information, including software, of U.S. origins. Partner will not export any Product, component or related technical information to a third party or to an Affiliate that is located in a country that is engaged in boycotting activities not sanctioned by the U.S. and will not make any sale that is prohibited under the Anti-boycotting Act (50 USCA 2407, Part 760).
- 12. Insurance.** Partner shall put in place and at all times maintain during the Term and for two (2) years thereafter, at its own cost and expense, appropriate and sufficient commercial general liability insurance with a reputable insurance company to cover the activities of Partner contemplated hereunder. The premiums for these policies of insurance shall be the responsibility of Partner. Upon request, Partner will provide TS certificates of insurance for all insurance coverage.

## **13. General Provisions**

- 13.1. Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of New York, without reference to its conflicts of law provisions. Any dispute regarding this Agreement will be subject to the exclusive jurisdiction of the state courts in and for Montgomery County, Maryland U.S.A. (or, if there is federal jurisdiction, the United States District Court therein), and the parties hereby irrevocably agree to submit to the personal and exclusive jurisdiction and venue of such courts. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded. The Uniform Computer Information Transactions Act (UCITA) or any similar laws or regulations do not apply to this Agreement and the governing law will remain as if such law or regulation had not been enacted. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OF OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- 13.2. Notices.** All notices, consents, waivers and other communications required or permitted by this Agreement must be in English, in writing, and will be deemed given when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with written confirmation of transmission by the

transmitting equipment delivered promptly thereafter; or (c) received by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, or e-mail addresses and marked to the attention of the person (by name or title) designated hereafter (or to such other address, e-mail address or person as a party hereto may designate by notice to the other parties hereto): For Partner: the most current address/notice indicated by Partner to TS in writing; and For TS: General Counsel, Teaching Strategies, LLC, 4500 East West Highway, Suite 300, Bethesda, MD 20814, USA with a required copy to legal@teachingstrategies.com.

- 13.3. Global Data Coverage.** Partner agrees to allow TS and its Affiliates to store and use information provided by Partner, including names, business phone numbers, and business e-mail addresses anywhere TS does business that will be used only in connection with TS' business relationship with Partner, and may be transferred worldwide between TS, its Affiliates, subcontractors, partners, and assignees for uses consistent with TS' business relationship with Partner. Except for the foregoing, Partner's use of, and TS providing the Services does not require Partner to provide, disclose or give access to TS any personal information (e.g., Personally Identifiable Information) or similarly protected sensitive data or personal data to TS (collectively, "**Partner Information**"). Partner agrees to take all reasonable steps to avoid disclosure of Partner Information to TS which may include preventing access to Partner Information; and that it is solely liable for all Partner Information obligations, including without limitation, confidentiality and data protection and privacy obligations and restrictions, imposed by applicable law, regulation or court order. If disclosed, Partner warrants that it has obtained all the relevant consents to disclose Partner Information. If disclosed, Partner will promptly notify TS of any disclosure of Partner Information to TS and, excepted from Sections **Error! Reference source not found.** and **Error! Reference source not found.**, will defend, indemnify and hold TS harmless from and against any claims arising out of Partner's breach of this Section 13.3.
- 13.4. No Assignment.** This Agreement is only assignable by Partner with TS' prior written consent. Any assignment made by Partner without TS' prior written consent will be void and TS will not be required to recognize the assignment. TS may assign any or all of its rights and delegate or novate any or all its obligations hereunder without the prior approval of Partner. At the request of TS, Partner will execute any papers or documents reasonably necessary to give effect to such assignment or novation. Partner shall promptly notify TS of any material change to its ownership structure. Notwithstanding the foregoing, upon written notice and without the prior approval either Party may assign this Agreement pursuant to a merger or a sale of all or substantially all of such Party's assets or stock.
- 13.5. Independent Contractor.** Partner and TS are independent contractors for all purposes, without express or implied authority to bind the other. Neither Party nor its employees, agents or subcontractors is entitled to any employee benefits of the other. Each Party will be responsible for all costs and expenses incident to performing its business. Nothing in this Agreement shall be deemed to constitute a partnership, or create a relationship of principal and agent between the Parties for any purpose. Partner hereby indemnifies and holds TS harmless from and against any and all claims, costs, damages and liabilities whatsoever asserted by any employee, agent or representative of Partner under any applicable cancellation, termination, labor, social security, payments under national insurance, or other laws or regulations.
- 13.6. Force Majeure.** Neither Party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control. In the event of the occurrence of any of the foregoing, the date of performance will be deferred for a period of time equal to the time lost by reason of the delay. This section does not relieve either Party of its obligation(s) to make payments.
- 13.7. Miscellaneous.** All headings contained in this Agreement are inserted for identification and convenience and will not be deemed part of this Agreement for purposes of interpretation. (a) If any provision of this Agreement is held invalid or unenforceable for any reason, but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the Parties agree that such invalidity will not affect the validity of the remaining provisions of the Agreement. (b) The delay or failure of either Party to exercise any rights hereunder will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the Party against whom such waiver or forfeiture is sought to be enforced. (c) This Agreement will constitute the exclusive terms and conditions with respect to the subject matter of this Agreement, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Partner, including subsequent to the date of this Agreement. This Agreement contains the final, complete and exclusive statement of the agreement between the Parties with respect to the transactions contemplated herein and all prior written agreements and all prior and contemporaneous oral agreements with respect to the subject matter of this Agreement are contained herein. In the event of a conflict between the Agreement, Program Appendices, license agreement(s) or any other Program literature, the terms will be interpreted in the following order (1) the applicable Program Appendix, (2) the Agreement, (3) the license agreement, and (4) any Program literature. (d) Except as otherwise provided herein, this Agreement may not be amended, supplemented or modified except by written instrument signed by authorized signatories of the Parties hereto, which instrument makes specific reference to this Agreement. (e) This Agreement may be executed in counterparts, each of which will be deemed an original and all of

which will constitute one and the same instrument. The Parties may exchange signature pages electronically and such signatures will be effective to bind the Parties. (f) The Parties acknowledge that they have each reviewed and participated in settling the terms of this Agreement. Furthermore, the Parties agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation or construction of this Agreement. (g) This Agreement has been prepared, negotiated and signed in English, and English is the controlling language of this Agreement.