| **Baxter Healthcare Corporation** | **INFORMATION TECHNOLOGY MASTER SERVICES AGREEMENT** |
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**Date:** March 17, 2021 (“Effective Date”)

| **Name of Service Provider:** Learnship Corporation (“**Service Provider**”) | **Name, Address and Telephone Number of Baxter Contact:** |
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| **Principal Address of Service Provider:** | , |
| T1 | One Baxter Parkway , |
| T2 | Deerfield, |
| n/a, | Illinois 60015-4633, |
| United States | United States |
| **Telephone Number:** | **Telephone Number:** |
| **Service Provider Federal Tax Identification Number:** |  |

* + 1. Unless otherwise specifically provided in this Agreement, all notices required or permitted to be given hereunder shall be in writing and shall be transmitted: (a) by registered or certified mail, return receipt requested; or (b) by express courier, with receipt confirmed. In each case such transmission shall be addressed to the Party to whom such notice is required or permitted to be given:

| If to Service Provider: | Learnship |
| --- | --- |
|  | n/a, |
|  | n/a, |
|  | n/a,  United States |
|  |  |
| If to Baxter: | Baxter Healthcare Corporation |
|  | One Baxter Parkway |
|  | Deerfield, IL 60015 |
|  | Attention: Vice President of Purchasing |
|  |  |
| with copy to: | Baxter Healthcare Corporation |
|  | One Baxter Parkway |
|  | Deerfield, IL 60015 |
|  | Attn: General Counsel |

Or to such other person or address as to which either Party hereby may notify the other Party hereto as aforesaid.

* + 1. The failure to enforce, at any time, the provisions of this Agreement or to require, at any time, performance by either Party of any of the provisions of this Agreement shall in no way be construed to be a waiver of such provisions or to affect either the validity of this Agreement (or any part), or the right of either Party thereafter to enforce each provision in accordance with the terms of this Agreement.
    2. If any provision of this Agreement is held to be invalid or unenforceable for any reason including any judgment of a tribunal of competent jurisdiction, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Parties hereto agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.
    3. This Agreement may be executed in any number of original counterparts or by facsimile, each of which when executed and delivered will be deemed to be an original and all of which taken together will constitute but one and the same instrument. One or more counterparts of this Agreement may be delivered by facsimile or other electronic means, with the intention that delivery by such means shall have the same effect as delivery of an original counterpart hereof.
    4. At mutually agreed upon times, Baxter (or any governmental agency having jurisdiction) may conduct on-site visits, audits, and/or review of relevant documentation in order to ensure compliance with the scope of work, quality standards, and applicable regulatory requirements. Baxter shall provide Service Provider no less than thirty (30) days’ prior written notice of such audit.
    5. Diversity and Sustainability.
       - 1. This Section (1) shall apply only to the extent that Service Provider is required to comply with United States federal or state law regarding equal opportunity. Service Provider represents, warrants, and certifies that it has made a commercially reasonable good faith effort to recruit, hire, train, promote, and retain persons of diverse backgrounds in its own labor force, and, at a minimum, is in compliance with all affirmative action orders and regulations and decrees applicable to it. Service Provider also represents, warrants, and certifies that it prohibits any form of unlawful discrimination in the provision of Services. Service Provider agrees to allow reasonable access to its records, documents, persons, and premises during normal business hours if requested by Baxter for the purpose of determining Service Provider’s compliance with this Section. In procuring secondary suppliers, Service Provider will use good faith efforts to engage small, minority-owned, women-owned, Historically Underutilized Business zone (HUBZone), veteran-owned, and service disabled veteran-owned business enterprises (“Diverse Suppliers”).
         2. Service Provider represents that it will support Baxter’s Sustainability initiatives through the utilization or identification of products and/or services which have a substantially lower impact on the environment or support corporate social responsibility while maintaining quality, functionality and cost competitiveness (“Sustainability Activities”).
         3. At Baxter’s request, Service Provider shall identify and report to Baxter all Diverse Suppliers it is using on behalf of Baxter (including any second tier Diverse Suppliers) and Sustainability Activities in which Service Provider participates, specifically identifying such activities and purchases relating to Services obtained under this Agreement.
    6. Government Contracts. In the event this Agreement has a value of Ten Thousand Dollars ($10,000) or more and Service Provider is a U.S. company or provides any of the Services through its U.S. operations, Service Provider must comply with various statutes, regulations, executive orders and legal obligations, as set forth in this Section:
       - 1. EEO 11246 (Affirmative Action for Women and Minorities)—41 CFR 60-1.4

Service Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Service Provider agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of this Agreement, including all places where notices to employees are customarily posted both physically and electronically.

Service Provider will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

Service Provider will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers’ representative of the contractor’s commitments under Section 202 of Executive Order 11246 and shall post copies of the notice in conspicuous place available to employees and applicants for employment.

Service Provider will comply with all provision of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

Service Provider will furnish all information and reports required by Executive Order 11246 and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary or Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event that Service Provider does not comply with any of the requirements set forth in paragraphs (A) or (B) above, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Service Provider may be declared ineligible for further Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 11246 of September 24, 1965. Such other sanctions or remedies may be imposed as are provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

Service Provider will include the provisions of paragraphs (A) through (D) herein in every subcontract or purchase order entered into in connection with this Agreement (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11264 of September 24, 1965), so that such provisions will be binding upon each subcontractor. Service Provider will take such action with respect to any such subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non-compliance; provided, however, if Service Provider becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, Service Provider may request the United States to enter into such litigation to protect the interests of the United States.

* + - * 1. VEVRAA (Affirmative Action for Veterans)—41 CFR 60-300.5. **Service Provider shall abide by the requirements of 41 CFR 60-300.5(A). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered private contractors and subcontractors to employ and advance in employment qualified protected veterans.**
        2. Section 503 (Affirmative Action for Individuals with Disabilities)—41 CFR 741.5(a). **Service Provider shall abide by the requirements of 41 CFR 741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

1. **Environmental Laws**
   1. Compliance. Service Provider shall comply with and only use chemicals, substances, and articles that comply with environmental compliance laws. In addition, Service Provider shall strive to (a) eliminate and reduce restricted, toxic and hazardous constituents/substances in the Services, (b) track and reduce environmental impacts of its operations, including natural resource and energy consumption, greenhouse gas emissions, waste generation, waste water discharges and air emissions, and (c) prevent accidental releases of hazardous materials into the environment and adverse impacts on the local community.
   2. Human Rights. Service Provider shall comply with all human rights supply chain related laws such as the U.S. Dodd-Frank Act (Conflict Minerals provisions) and related declarations. Service Provider shall conduct conflict mineral due diligence annually of its supplier base consistent with the OECD guidelines for conducting due diligence, using the industry standard templates (Global e-Sustainability Initiative), work toward conflict-free sourcing, and provide to Baxter evidence of such activity.
2. **Non-Solicitation**. During the period commencing on the Effective Date and ending one year following the Termination Date, Service Provider shall not, without Baxter’s prior written consent, directly or indirectly, solicit or encourage any person substantially related to this Agreement to leave the employment or other service of Baxter or its Affiliates. Notwithstanding the foregoing, nothing contained herein shall prevent either Party or their Affiliates from offering employment to individuals who respond to a general solicitation or advertisement that is not specifically targeted at them.

[Remainder of page left intentionally blank]

The individual signing below hereby represents in their individual capacity and as an authorized representative on behalf of the Service Provider that they have the requisite authority to execute this document on behalf of the Service Provider and the necessary legal authority to bind the Service Provider to the terms hereof:

| **Learnship** | **Baxter Healthcare Corporation** |
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| By:      ICLM\_ExtSignature:1  (Signatures) | By:      ICLM\_IntSignature:1  (Signatures) |
| Name: Tom LeGrone | Name: |
| Title: | Title: |
| Date: ExtDate1 | Date: IntDate1 |

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