**LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (the “ License ”) between Virtual Tech Collective, an   
New Hampshire limited liability corporation with offices at 3300 Wall Street, New York, NY 10005 (“ Virtual Tech Collective ”) and FutureSkills Solutions, a Delaware corporation with offices at 23 Main St. Suite 1800 Chicago, IL 60606 (“ Customer ”) is made effective as of July 9, 2023 and will expire on July 8, 2024.

**ARTICLE 1 — INTRODUCTION**

1.1 General . This MSA sets forth the terms and conditions of Virtual Tech Collective’ delivery and Customer’s receipt of any or all of the services provided by Virtual Tech Collective, including Professional Services. The specific Services to be provided under this MSA are identified in the Order Forms submitted by Customer and accepted by Virtual Tech Collective and described in detail in the Order Forms and/or Statements of Work attached to each Order Form. The service levels Virtual Tech Collective will provide to Customer for each Service ordered, other than Professional Services, are defined in detail in the Service Level Agreements. Each Service Level Agreement and Order Form submitted, accepted and executed by both parties is hereby incorporated by reference into this MSA. This MSA is intended to cover any and all Services ordered by Customer and provided by Virtual Tech Collective. Any terms set forth in this MSA which apply specifically to a service not ordered by Customer, will not apply to Customer.

1.2 Definitions . Capitalized terms used and not elsewhere defined in this MSA, have the meanings given them in Schedule 1.2 to this MSA.

**ARTICLE 2 — DELIVERY OF SERVICES AND TERM 2.1 Delivery of Services .**

(a) General . By submitting an Order Form, Customer agrees to take and pay for, and, by accepting the Order Form, Virtual Tech Collective agrees to provide, the Services specified on the Order Form during the Initial Term and for any Renewal Term, as specified in Section 2.2(b).

2.2 Term of Services .

(a) Commencement of Initial Term . The term for each Service will commence on the Service Commencement Date and continue for the Initial Term.

(b) Renewal Terms . Each Service will continue automatically for additional 1 (1) year terms, unless Customer notifies Virtual Tech Collective in writing at least sixty (60) days prior to the end of the Initial Term or a Renewal Term, as applicable, that it has elected to terminate such Service, in which case such Service shall terminate at the end of such term. The termination of any Service will not affect Customer’s obligations to pay for other Services. Notwithstanding the foregoing, Virtual Tech Collective may change or increase the prices it charges Customer for any Service after the

Initial Term for any Renewal Term; provided , where Virtual Tech Collective proposes any change or increase in prices, it shall provide to Customer written notice of any such change or increase no less than forty-five (45) days prior to the expiration of the Initial Term or any Renewal Term; and provided further , in no event shall any such changed or increased price be greater than 107% of the price for the Initial Term, and thereafter, 105% of the price for any subsequent Renewal Term. Where Virtual Tech Collective proposes any change or increase in electricity charges hereunder, it shall provide to Customer written notice of any such change or increase no less than forty-five (45) days prior to the expiration of the Initial Term or any Renewal Term. Any such increase in electricity charges to Customer shall be at a rate proportional to any electricity rate increase Virtual Tech Collective pays its electricity provider; provided however, at Customer’s request, Virtual Tech Collective shall provide to Customer documentary evidence of any electricity rate increase imposed on Virtual Tech Collective that Virtual Tech Collective wishes to pass on to Customer through an increase in the electricity charge to Customer. Virtual Tech Collective is obligated to provide and Customer is obligated to pay for each Service through its Initial Term and any Renewal Term.

**ARTICLE 3 — PAYMENT TERMS FOR FEES AND EXPENSES**

3.1 Fees and Expenses . Customer will pay all fees and expenses due according to the prices and terms listed in the Order Forms. The prices listed in the Order Forms will remain in effect during the Initial Term indicated in the Order Forms and will continue thereafter, unless modified in accordance with Section 2.2(b).

3.2 Payment Terms . On the Service Commencement Date for each Service, Customer will be billed an amount equal to all non-recurring charges indicated in the Order Form and the monthly recurring charges for the first month of the term. Monthly recurring charges for all other months will be billed in advance of the provision of Services. All other charges for Services received and expenses incurred during a month (e.g., time and materials billing fees, travel expenses, etc.) will be billed at the end of the month in which the Services were provided. All invoices will be generated net thirty (30). Customer will pay all invoices within ten (10) days of the due date of any such invoice. All payments will be made in the United States in U.S. dollars.

3.3 Late Payments . Any payment not received within ten (10) days of the due date, based on Net 30 terms, will accrue interest at a rate of one and one-half percent (1 1 / 2 %) per month, or the highest rate allowed by applicable law, whichever is lower. If at any time during the Term of this MSA, there is a material and adverse change in Customer’s payment history, which shall be determined by Virtual Tech Collective in its sole and reasonable discretion, Virtual Tech Collective may, upon written notice to Customer, modify the payment terms to require full payment before the provision of all Services or require a deposit or other assurances to secure Customer’s payment obligations under this MSA. For the purposes hereof, an “adverse change in Customer’s payment history” shall occur when any invoice is paid more than thirty (30) days after the due date of such invoices two or more times in any twelve (12) month period.

3.4 Billing Disputes . If Customer in good faith disputes any portion of any Virtual Tech Collective invoice, Customer shall submit to Virtual Tech Collective, by the due date, full payment of the undisputed portion of the invoice and written documentation indentifying and substantiating the disputed amount.

Virtual Tech Collective and Customer agree to use their respective commercially reasonable efforts to resolve any dispute within thirty (30) days after Virtual Tech Collective receives written notice of this dispute from Customer. Any disputed amounts resolved in favor of Customer shall be credited to Customer’s account on the next invoice following resolution of the dispute. Any disputed amounts determined to be payable to Virtual Tech Collective shall be due within ten (10) days of the resolution of from the dispute.

3.5 Taxes . All fees charged by Virtual Tech Collective for Services are exclusive of all regulatory fees, surcharges, taxes and similar fees now in force or enacted in the future imposed on the transaction or the delivery of Services, all of which Customer will be responsible for and will pay in full, except for franchise taxes and taxes based on Virtual Tech Collective’s net income.

**ARTICLE 4 — CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY OWNERSHIP; LICENSE GRANTS**

4.1 Confidential Information .

(a) Nondisclosure of Confidential Information . Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party’s business, plans, customers, technology, and products, and other information held in confidence by the other party (“ Confidential Information ”). Confidential Information will include all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential. Confidential Information will also include, but not be limited to, Virtual Tech Collective Technology, Customer Technology, and the terms and conditions of this MSA and all documents incorporated by reference into this MSA. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this MSA, nor disclose to any third party (except as required by law or to that party’s attorneys, accountants and other advisors as reasonably necessary), any of the other party’s Confidential Information. Each party also agrees that it will take reasonable precautions to protect the confidentiality of the other party’s Confidential Information, at least as stringent as it takes to protect its own Confidential Information, using no less than a reasonable degree of care.

(b) Exceptions . Information will not be deemed Confidential Information under this MSA if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this MSA by the receiving party; or (iv) is independently developed by the receiving party. The receiving party may disclose Confidential Information pursuant to the requirements of a governmental agency or by operation of law, provided that it gives the disclosing party reasonable prior written notice.

4.2 Intellectual Property .

(a) Ownership . Except for the rights expressly granted in this MSA, this MSA does not transfer from Virtual Tech Collective to Customer any Virtual Tech Collective Technology, and all right, title and interest in and to Virtual Tech Collective Technology will remain solely with Virtual Tech Collective. Except for the rights expressly granted in this MSA, this MSA does not transfer from Customer to Virtual Tech Collective any Customer Technology, and all right, title and interest in and to Customer Technology will remain solely with Customer. Virtual Tech Collective and Customer each agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from the other party.

(b) General Skills and Knowledge . Notwithstanding anything to the contrary in this MSA, Virtual Tech Collective will not be prohibited or enjoined at any time by Customer from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including, without limitation, information publicly known or available or that could reasonably be acquired in similar work performed for another customer of Virtual Tech Collective.

4.3 License Grants .

(a) By Virtual Tech Collective. Virtual Tech Collective hereby grants to Client a nonexclusive, royalty-free license, during the term of this MSA, to use the Virtual Tech Collective Technology solely for purposes of using the Services. Customer shall have no right to use the Virtual Tech Collective Technology for any purpose other than using the Services.

(b) By Customer . Customer agrees that if, in the course of performing the Services, it is necessary for Virtual Tech Collective to use Customer Technology, Virtual Tech Collective is hereby granted and shall have a nonexclusive, non-transferable, royalty-free license, during the term of this MSA, to use the Customer Technology solely for the purposes of delivering the Services to Customer. Virtual Tech Collective shall have no right to use the Customer Technology for any purpose other than providing the Services.

**ARTICLE 5 — Virtual Tech Collective REPRESENTATIONS AND WARRANTIES 5.1 General .**

(a) Authority and Performance of Virtual Tech Collective . Virtual Tech Collective represents and warrants that (i) it has the legal right and authority to enter into this MSA and perform its obligations under this MSA, and (ii) the performance of its obligations and delivery of the Services to Customer will not violate any applicable U.S. laws or regulations, including OSHA requirements, or cause a breach of any agreements with any third parties. In the event of a breach of the warranties set forth in this Section 5.1(a), unless the breach constitutes a default hereunder for which another remedy applies, Customer’s sole remedy is termination pursuant to Article 10.

5.2 Service Warranties .

(a) Service Level Warranty . Subject to the exceptions set forth in the Service Level Agreement applicable to a specific Service, Virtual Tech Collective warrants that it will provide each

Service at or above the service levels defined in the applicable Service Level Agreement (the " Service Level Warranty ”).

(b) Remedies . In the event that Virtual Tech Collective fails to provide a Service at the level required by the Service Level Warranty, Customer’s only remedies are those set forth in the Service Level Agreement applicable to that Service (the “ Remedies ”).

(c) Customer Must Request Remedies . In order to receive any of the Remedies, Customer must notify Virtual Tech Collective in writing within thirty (30) days from the time Customer becomes eligible to receive such Remedies. Failure to comply with this requirement will forfeit Customer’s right to receive such Remedies.

(d) Maximum Remedy . Other than for instances of personal injury (including death) and damage to tangible personal property, or for damages arising from Virtual Tech Collective’s willful misconduct or gross negligence, the aggregate maximum Remedy for any and all failures to provide Services at the level required by a particular Service Level Agreement that occur in a single calendar month shall not exceed the maximum set forth in such Service Level Agreement.

(e) Termination Option for Chronic Problems . Customer may terminate a specific Service if the Customer experiences Chronic Problems (as defined in the applicable Service Level Agreement) with such Service. Customer must provide Virtual Tech Collective written notice of termination for Chronic Problems as specified in the Service Level Agreement and such termination will be effective as provided in the Service Level Agreement.

(f) THE SERVICE LEVEL WARRANTY SET FORTH IN THIS SECTION 5.2 DOES NOT APPLY TO (I) ANY PROFESSIONAL SERVICES; (II) ANY SUPPLEMENTAL SERVICES; OR (III) ANY SERVICES THAT EXPRESSLY EXCLUDE THIS SERVICE LEVEL WARRANTY (AS STATED IN THE SERVICE LEVEL AGREEMENTS FOR SUCH SERVICES).

(g) Scheduled Maintenance . In the event Virtual Tech Collective determines that it is necessary to interrupt Service or that there is a potential for Service to be interrupted for the performance of scheduled maintenance, Virtual Tech Collective will provide Customer no less than forty-eight (48) hours prior written notice of the requirement prior to the performance of such maintenance and will schedule such maintenance during non-peak hours (midnight to 6:00 A.M. local time). In no event shall any scheduled maintenance under this section 5.2(g) exceed two (2) hours of downtime of redundant services per month. In no event shall interruption for scheduled maintenance constitute a failure of performance by Virtual Tech Collective, provided however, any emergency maintenance shall constitute a failure of performance by Virtual Tech Collective subject to the Service Level Warranties hereunder.

5.3 Service Performance Warranty . Virtual Tech Collective warrants that it will perform the Services in a good and workmanlike manner consistent with industry standards reasonably applicable to the performance thereof, using personnel with the requisite levels of education, skill and experience to perform the Services as herein required.

5.4 Warranty of Noninfringement and Title . Virtual Tech Collective represents and warrants to Customer that Virtual Tech Collective owns or otherwise possesses the intellectual property , including without limitation, the Virtual Tech Collective Technology, required to provide the Services required for Virtual Tech Collective’s performance hereunder, and that Virtual Tech Collective’s license of the Virtual Tech Collective Technology and provision of the Services hereunder will not infringe or misappropriate any third party intellectual property (but excluding any infringement contributory caused by Foxtrot, where, but for such contributory infringement, no such claim for infringement would have arisen).

5.5 SAS 70 Audit . Within five (5) business days of execution of this Agreement, Virtual Tech Collective represents, warrants and covenants that it will deliver to Customer a SAS 70 Type 1 audit (using control objectives that are reasonably satisfactory to Foxtrot) (the “SAS 70 Audit”). Thereafter, Virtual Tech Collective shall deliver to Foxtrot on or before [January 1] of each year during the Initial Term and any Renewal Term hereunder a SAS 70 Audit for the then current audit period.

5.6 No Other Warranty . EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN ARTICLE 5, Virtual Tech Collective DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. Virtual Tech Collective DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

5.7 Disclaimer of Actions Caused by or Under the Control of Third Parties . Virtual Tech Collective DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM Virtual Tech Collective’S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES WHO ARE NOT AGENTS OR CONTRACTORS OF Virtual Tech Collective AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER’S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH Virtual Tech Collective WILL USE COMMERCIALLY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, Virtual Tech Collective CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, EXCEPT FOR THE OBLIGATIONS TO TAKE EFFORTS TO AVOID OR LESSEN THE EFFECTS OF OR REMEDY SUCH EVENTS, Virtual Tech Collective DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

**ARTICLE 6 — CUSTOMER REPRESENTATIONS, WARRANTIES AND OBLIGATIONS 6.1 Representations and Warranties of Customer .**

(a) Authority and Performance . Customer represents and warrants that (i) it has the legal right and authority to enter into this MSA and perform its obligations under this MSA, and (ii) the performance of its obligations and use of the Services (by Customer, its customers and users) will not violate any applicable laws, regulations or the Acceptable Use Policy or cause a breach of

any agreements with any third parties or unreasonably interfere with other Virtual Tech Collective customers’ use of Virtual Tech Collective services.

(b) Breach of Warranties . In the event of any breach of any of the foregoing warranties and such breach is not remedied within fifteen (15) business days after notice specifying the default, in addition to any other remedies available at law or in equity, Virtual Tech Collective will have the right, in its sole reasonable discretion, to suspend immediately any related Services if deemed reasonably necessary by Virtual Tech Collective to prevent any material harm to Virtual Tech Collective and its business. Once cured, Virtual Tech Collective will promptly restore the Services.

6.2 Compliance with Law and Acceptable Use Policy . Customer agrees that it will use the Services only for lawful purposes and in accordance with this MSA. Provided Virtual Tech Collective supplies to Customer a copy of the Applicable Use Policy, Customer will comply at all times with all applicable laws and regulations and the Acceptable Use Policy, as updated by Virtual Tech Collective and supplied to Customer from time to time as such updates are made. The Acceptable Use Policy are incorporated into this MSA and made a part of this MSA by this reference. Virtual Tech Collective may change the Acceptable Use Policy upon fifteen (15) days’ notice to Customer. In the event Virtual Tech Collective updates or amends the Acceptable Use Policy in a manner that Customer believes, in the reasonable exercise of its judgment, should Customer accede to the updates or amendments, shall adversely restrict or affect the operation of its business, Customer may terminate this Agreement without penalty, or payment of any termination fee or liquidated damages, by providing thirty (30) days prior written notice to Virtual Tech Collective. Customer agrees that it has received, read and understands the current version of the Acceptable Use Policy. The Acceptable Use Policy contains restrictions on Customers and Customer’s users’ online conduct (including prohibitions against unsolicited commercial email) and contains penalties for violations of such restrictions. Customer agrees to comply with such restrictions and, in the event of a failure to comply, Customer agrees to be subject to the penalties in accordance with the Acceptable Use Policy. Customer acknowledges that Virtual Tech Collective exercises no control whatsoever over the content of the information passing through Customer’s sites and that it is the sole responsibility of Customer to ensure that the information it and its users transmit and receive complies with all applicable laws and regulations and the Acceptable Use Policy.

6.3 Accesses and Security . Except with the advanced written consent of Virtual Tech Collective, Customer’s access to the Virtual Tech Collective Data Centers will be limited solely to the Representatives as set forth in the Customer Registration Form which is hereby incorporated by reference into this MSA.

6.4 Restrictions on Use of Services . Customer shall not, without the prior written consent of Virtual Tech Collective (which may be withheld in its sole discretion), resell the Services to any third parties.

6.5 Damage to Virtual Tech Collective Data Centers and other Equipment . Customer shall be responsible for any damage or destruction to the Virtual Tech Collective Data Centers, Virtual Tech Collective equipment or other Customer’s equipment caused by the negligence or willful misconduct of Customer, its Representatives or designees.

**ARTICLE 7 — INSURANCE**

7.1 Virtual Tech Collective Minimum Levels . Virtual Tech Collective agrees to keep in full force and effect during the term of this MSA: (i) comprehensive general liability insurance in an amount not less than $2 million per occurrence for bodily injury and property damage and (ii) workers’ compensation insurance in an amount not less than that required by applicable law. Virtual Tech Collective agrees that it will ensure and be solely responsible for ensuring that its contractors and subcontractors maintain insurance coverage at levels no less than those required by applicable law and customary in Virtual Tech Collective’s and its agents’ industries.

7.2 Customer Minimum Levels . In order to provide customers with physical access to facilities operated by Virtual Tech Collective and equipment owned by third parties, Virtual Tech Collective is required by its insurers to ensure that each Virtual Tech Collective customer maintains adequate insurance coverage. Customer agrees to keep in full force and effect during the term of this MSA: (i) comprehensive general liability insurance in an amount not less than $2 million per occurrence for bodily injury and property damage and (ii) workers compensation insurance in an amount not less than that required by applicable law. Customer agrees that it will ensure and be solely responsible for ensuring that its agents (including contractors and subcontractors) maintain insurance coverage at levels no less than those required by applicable law and customary in Customer’s and its agents’ industries.

7.3 Certificates of Insurance; Naming Virtual Tech Collective as an Additional Insured . Prior to any access of the Virtual Tech Collective Data Centers by any Representative or other agent or employee of Customer, Customer will (i) deliver to Virtual Tech Collective certificates of insurance which evidence the minimum levels of insurance set forth above; and (ii) cause its insurance providers to name Virtual Tech Collective as an additional insured as its interests may appear, and notify Virtual Tech Collective in writing of the effective date thereof.

**ARTICLE 8 — LIMITATIONS OF LIABILITY**

8.1 Personal Injury . EACH REPRESENTATIVE AND ANY OTHER PERSON VISITING A Virtual Tech Collective DATA CENTER DOES SO AT ITS OWN RISK. Virtual Tech Collective ASSUMES NO LIABILITY WHATSOEVER FOR ANY HARM TO SUCH PERSONS RESULTING FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF Virtual Tech Collective.

8.2 CONSEQUENTIAL DAMAGES WAIVER . EXCEPT FOR A BREACH OF SECTION 4.1 (“CONFIDENTIAL INFORMATION”) OF THIS MSA, IN NO EVENT WILL EITHER PARTY BE LIABLE OR RESPONSIBLE TO THE OTHER FOR ANY TYPE OF INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. FURTHER, NO CAUSE OF ACTION WHICH ACCRUED MORE THAN TWO (2) YEARS PRIOR TO THE FILING OF A SUIT ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED AGAINST EITHER PARTY.

8.3 Basis of the Bargain; Failure of Essential Purpose . The parties agree that the limitations and exclusions of liability and disclaimers specified in this MSA represent the parties’ agreement as to the allocation of risk between the parties in connection with Virtual Tech Collective’s obligations under this MSA and that such limitations, exclusions and disclaimers will survive and apply even if found to have failed of their essential purpose. Customer acknowledges that Virtual Tech Collective has informed it that Virtual Tech Collective has set its prices and entered into this MSA in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth in this MSA.

**ARTICLE 9 — INDEMNIFICATION**

9.1 Indemnification . Each party will indemnify, defend and hold the other harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys’ fees) (collectively, “ Losses ”) resulting from any claim, suit, action, or proceeding (each, an “ Action ”) brought by any third party against the other or its affiliates (including without limitation, the directors, officers and employees of such parties) alleging (i) the infringement or misappropriation of any intellectual property right relating to the delivery or use of the Services (but excluding any infringement contributorily caused by the other party where, but for such contributory infringement, no such claim for infringement would have arisen); (ii) personal injury caused by the negligence or willful misconduct of the other party; and (iii) any violation of or failure to comply with the Acceptable Use Policy. Customer will indemnify, defend and hold Virtual Tech Collective, its affiliates and customers harmless from and against any and all Losses resulting from or arising out of any Action brought against Virtual Tech Collective, its affiliates or customers alleging any damage or destruction to the Virtual Tech Collective Data Centers, Virtual Tech Collective equipment or other customers’ equipment caused by the negligence or willful misconduct of Customer, its Representatives or designees.

9.2 Notice . Each party’s indemnification obligations under this MSA shall be subject to (i) receiving prompt written notice of the existence of any Action; (ii) being able to, at its option, control the defense of such Action; (iii) permitting the indemnified party to participate in the defense of any Action; and (iv) receiving full cooperation of the indemnified party at the indemnified party’s expense in the defense thereof.

**ARTICLE 10 — TERMINATION**

10.1 Termination by Customer For Cause . Subject to and not in substitution of the obligation undertaken by Virtual Tech Collective in any Service Level Warranty or the Colocation Agreement, if (a) Virtual Tech Collective fails to perform a particular Service under this MSA and does not remedy such failure within thirty (30) days following written notice from Customer (provided, however, if the breach is of a nature that reasonably takes more than thirty (30) days to cure, the time period to cure shall be extended to the period reasonably required to effect such cure, provided Virtual Tech Collective commences such cure within the thirty (30) day period and diligently prosecutes such cure to completion), (b) or if Virtual Tech Collective terminates any Colocation Addendum to the MSA into which the parties have entered, for any reason other than uncured breach by Customer, Customer may terminate such Service or this Agreement in its entirety, without any further payment, including without limitation, any penalty, or payment of any termination fee or liquidated damages except for the payment of accrued but unpaid

charges. If Virtual Tech Collective is unable to provide Service for fifteen (15) consecutive days due to a Force Majeure event as defined in Section 11.1, Customer may terminate the affected Service without liability or payment, including without limitation, any without penalty, or payment of any termination fee or liquidated damages.

10.2 Termination by Customer for Convenience . Customer may, at any time and without cause, terminate any Service upon thirty (30) days written notice to Virtual Tech Collective, provided the following: (i) if Customer terminates any Service prior to the applicable Service Commencement Date, Customer shall reimburse Virtual Tech Collective for all costs of implementation of terminated Service; or (ii) if Customer terminates any Service after the applicable Service Commencement Date, Customer shall immediately pay Virtual Tech Collective (a) all charges for Services previously rendered, and (b) fifty percent (50%) of the fees due Virtual Tech Collective from Customer for the remaining term if terminated in the first year of the Initial Term, and thirty three percent (33%) of the fees due Virtual Tech Collective from Customer for the remaining term of the Initial Term if terminated in the second year or third year. During any Renewal Term, Customer may, at any time and without cause, terminate any Service upon thirty (30) days written notice to Virtual Tech Collective, provided, Customer shall immediately pay Virtual Tech Collective an amount equal to fifty percent (50%) of the fees due Virtual Tech Collective from Customer for the remaining balance of the then current Renewal Term. Customer acknowledges that Virtual Tech Collective will suffer damages if a Service is terminated prior to the expiration of the Initial Term or any Renewal Term as the case may be and that the aforementioned payment is a genuine pre-estimate of liquidated damages that Virtual Tech Collective will suffer and not a penalty.

10.3 Termination by Virtual Tech Collective . Virtual Tech Collective may terminate this MSA or any Service with no further liability if (i) Customer fails to make an undisputed payment as required under this MSA and such failure is uncorrected for ten (10) calendar days following written notice from Virtual Tech Collective, or (ii) Customer fails to perform any other material obligation under this MSA and does not remedy such failure within thirty (30) days following written notice from Virtual Tech Collective (hereinafter collectively referred to as “ Customer Default ”). In the event of a Customer Default, Virtual Tech Collective shall have the right to: (i) suspend Service to Customer; (2) cease processing or accepting orders for Service; and/or (iii) terminate this MSA or any Service. If Virtual Tech Collective terminates this MSA due to a Customer Default, Customer shall remain liable for all charges outlined in Section 10.2 herein. Each party agrees to pay the other’s reasonable expenses (including attorney and collection agency fees) incurred in enforcing that party’s rights in the event of a default by the other party . It is the express intent and understanding of the parties that, this MSA and Service Orders hereunder being one integrated agreement and not separate, severable contracts, Customer’s rights to early termination of any Service is not a right to “reject”, on an individual basis, any Service or any Service Order pursuant to federal bankruptcy laws.

10.4 Termination on Expiration of all Services . Either party may terminate this MSA, effective as of the date specified in written notice of termination provided to the other party, if all Services have been terminated in accordance with the procedures in Section 2.2(b) or if no Order Forms are in effect.

10.5 No Liability for Termination . Neither party will be liable to the other for any termination or expiration of any Service or this MSA in accordance with its terms.

10.6 Effect of MSA Termination . Upon the effective date of termination of this MSA: (a) Virtual Tech Collective will immediately cease providing the Services;

(b) any and all payment obligations of Customer under this MSA for Services through any applicable term will immediately become due;

(c) within ten (10) days of such termination, each party will return all Confidential Information of the other party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement; provided; however, should a party retain any such Confidential Information pursuant to any such legal or accounting record keeping requirements, the obligations of Article 4 concerning the protection of such Confidential Information shall survive with regard to such Confidential Information; and

10.7 Termination Assistance . Notwithstanding the provisions of Section 10.6, upon the termination of this MSA for any reason, Virtual Tech Collective will provide to Customer such termination assistance relating to the Services, at Virtual Tech Collective’s then current standard rates, as may be reasonably requested in writing by Customer. Virtual Tech Collective’s obligation to provide assistance pursuant to this Section 10.7 is limited to a period of fifteen (15) days (the “ Assistance Period ”). Customer will pay Virtual Tech Collective, on the first day of the Assistance Period and as a condition to Virtual Tech Collective’s obligation to provide termination assistance to Customer during the Assistance Period, an amount equal to Virtual Tech Collective’s reasonable estimate of the total amount payable to Virtual Tech Collective for such termination assistance for the Assistance Period.

10.8 Survival . The following provisions will survive any expiration or termination of this MSA: Articles 3, 8, 9, 10 and 11 (excluding Section 11.2) and Sections 4.1, 4.2, and 5.4.

**ARTICLE 11 — MISCELLANEOUS PROVISIONS**

11.1 Force Majeure . Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this MSA due to any cause beyond its reasonable control, including, but not limited to, acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of Virtual Tech Collective) (each a “ Force Majeure Event ”), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. The foregoing notwithstanding, no failure or delay in performance shall be excused as a Force Majeure Event hereunder where such failure or delay could have been avoided by the party that experiences the Force Majeure Event through implementation by it of an industry standard program of business continuity, business recovery or disaster recovery.

11.2 No Lease; MSA Subordinate to Master Lease . This MSA is a services agreement and is not intended to and will not constitute a lease of any real property. Customer acknowledges and agrees that (i) it has been granted only a license to use the Virtual Tech Collective Data Centers in accordance

with this MSA; (ii) Customer has not been granted any real property interest in the Virtual Tech Collective Data Centers; (iii) Customer has no rights as a tenant or otherwise under any real property or landlord/tenant laws, regulations, or ordinances; (iv) this MSA, to the extent it involves the use of space leased by Virtual Tech Collective, shall be subordinate to any lease between Virtual Tech Collective and its landlords; and (v) the expiration or termination of any such lease shall terminate this MSA as to such property subject to Customer retaining any rights or claims it may have against Virtual Tech Collective arising from the expiration or termination of such lease. Virtual Tech Collective shall not have the power, authority or right to create and shall not permit any lien or encumbrance, including without limitation, tax liens, mechanics’ liens, or other liens or encumbrances to be placed on the Customer equipment or other Customer property in any Virtual Tech Collective Data Center. Provided Virtual Tech Collective has complied with the requirements of Article 7. Customer hereby waives and releases any claims or rights to make a claim that it may have against the landlords under any lease by Virtual Tech Collective with respect to any equipment or property of Customers’ located in the premises demised to Virtual Tech Collective by such landlords.

11.3 Marketing . Customer agrees that during the term of this MSA Virtual Tech Collective may publicly refer to Customer upon prior written notice and approval, in writing as a Customer of Virtual Tech Collective.

11.4 Government Regulations . Customer will not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this MSA without first complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Customer operates or does business.

11.5 Non-Solicitation . During the Term of this MSA and continuing through the first anniversary of the termination of this MSA, each party agrees that it will not, and will ensure that its affiliates do not, directly or indirectly, solicit or attempt to solicit for employment any persons employed by the other party or by a party contracted by Virtual Tech Collective to provide Services to Customer; provided however, that the foregoing restriction will not prevent a party from employing any such person who contacts it on his or her own initiative without any direct or indirect solicitation by or encouragement from such party, including without limitation, persons responding to general advertisements or search consultants who contact candidates on their own initiative without identification by such party.

11.6 No Third Party Beneficiaries . Virtual Tech Collective and Customer agree that, except as otherwise expressly provided in this MSA, there shall be no third party beneficiaries to this MSA, including but not limited to the insurance providers for either party or the customers of Customer.

11.7 Governing Law; Dispute Resolution . This MSA and the rights and obligations of the parties created hereby will be governed by and construed in accordance with the internal laws of the State of Texas without regard to its conflict of law rules and specifically excluding from application to this MSA that known as the United Nations Convention on the International Sale of Goods. The parties will endeavor to settle amicably by mutual discussions any disputes, differences, or claims whatsoever related to this MSA. Failing such amicable settlement, any controversy, claim, or dispute arising under or relating to this MSA, other than those related to ownership of Confidential

Information, but including the existence, validity, interpretation, performance, termination or breach thereof, shall finally be settled by arbitration in accordance with the Arbitration Rules (and if Customer is a non-U.S. entity, the International Arbitration Rules) of the American Arbitration Association (“AAA”). There will be three (3) arbitrators (the “ Arbitration Tribunal ”), the first of which will be appointed by the claimant in its notice of arbitration, the second of which will be appointed by the respondent within thirty (30) days of the appointment of the first arbitrator and the third of which will be jointly appointed by the party-appointed arbitrators within thirty (30) days thereafter. The language of the arbitration shall be English. The Arbitration Tribunal will not have the authority to award punitive damages to either party. Each party shall bear its own expenses, but the parties will share equally the expenses of the Arbitration Tribunal and the AAA. This MSA will be enforceable, and any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction. The arbitration will be held in Dallas, Texas, USA. Notwithstanding the foregoing, claims for preliminary injunctive relief, other pre-judgment remedies, and claims for Customer’s failure to pay for Services in accordance with this MSA may be brought in a state or federal court in the United States with jurisdiction over the subject matter and parties.

11.8 Severability . In the event any provision of this MSA is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this MSA will remain in full force and effect.

11.9 Waiver . The waiver of any breach or default of this MSA, or the failure to exercise any right provided for in this MSA, will not constitute a waiver of any subsequent breach, default or right, and will not act to amend or negate the rights of the waiving or non-exercising party.

11.10 Assignment . Customer may assign this MSA in whole as part of a corporate reorganization, consolidation, merger, sale of all or substantially all of its assets, or transaction or series of related transactions that results in the transfer of fifty percent (50%) or more of the outstanding voting power of Customer. Customer may not otherwise assign its rights or delegate its duties under this MSA either in whole or in part without the prior written consent of Virtual Tech Collective, and any attempted assignment or delegation without such consent will be void. Virtual Tech Collective may assign this MSA in whole or part with prior written notice to Customer; provided, Customer, in the sole exercise of its discretion, may terminate this Agreement by written notice to Virtual Tech Collective without further payment, including without limitation, any penalty, or payment of any termination fee or liquidated damages, upon receipt from Virtual Tech Collective of its intent to assign this Agreement.. Virtual Tech Collective also may delegate the performance of certain Services to third parties, including Virtual Tech Collective’s wholly owned subsidiaries, provided Virtual Tech Collective controls the delivery of such Services to Customer and remains responsible to Customer for the delivery of such Services. This MSA will bind and inure to the benefit of each party’s successors and permitted assigns.

11.11 Notice . Any notice or communication required or permitted to be given under this MSA may be delivered by hand, deposited with an overnight courier, confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party as listed on the Order Form or at such other address as may hereafter be furnished in writing by either party to the other party. Such notice will be deemed to have been given as of the date it is delivered, mailed, faxed or sent, whichever is earlier.

11.12 Relationship of Parties . Virtual Tech Collective and Customer are independent contractors and this MSA will not establish any relationship of partnership, joint venture, employment, franchise or agency between Virtual Tech Collective and Customer. Neither Virtual Tech Collective nor Customer will have the power to bind the other or incur obligations on the other’s behalf without the other’s prior written consent, except as otherwise expressly provided in this MSA.

11.13 Article and Section Headings; Pronouns; Plural and Singular . The article and section headings in this MSA are for reference purposes only and shall not affect the meaning or interpretation of this MSA. References in this MSA to a designated “Article” or “Section” refer to an Article or Section of this MSA unless otherwise specifically indicated. All pronouns used in this MSA shall be construed as including both genders and the neuter. All capitalized defined terms used in this MSA are equally applicable to their singular and plural forms.

11.14 Entire Agreement . This MSA, the Service Level Warranty, the Service Order, and schedules and all documents incorporated into this MSA by reference, constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all of the prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter of this MSA. Any additional or different terms in any Order Form or other response by Customer shall be deemed objected to by Virtual Tech Collective without need of further notice of objection, and shall be of no effect or in any way binding upon Virtual Tech Collective.

11.15 Counterparts and Originals . This MSA may be executed in counterparts, which together shall constitute a single agreement. Delivery by telephonic facsimile or electronic mail transmission of a signed counterpart of this MSA shall be effective as delivery of a manually signed counterpart. Once signed, any reproduction of this MSA made by reliable means (e.g., photocopy, facsimile) is considered an original.

11.16 Amendments . This MSA may be amended or changed only by a written document signed by authorized representatives of Virtual Tech Collective and Customer in accordance with this Section 11.16.

11.17 Interpretation of Conflicting Terms . In the event of a conflict between or among the terms in this MSA, the Service Level Agreements, the Order Forms, Statements of Work and any other document made a part hereof, the documents shall control in the following order: the Order Form with the latest date, Statements of Work, the Service Level Agreements, this MSA and other documents.

Authorized representatives of Customer and Virtual Tech Collective have read the foregoing Master Services Agreement and all documents incorporated into the Master Services Agreement and agree and accept such terms effective as of the date first referenced above.

| FutureSkills Solutions | |  | Virtual Tech Collective | |
| --- | --- | --- | --- | --- |
| Signature: |  |  | Signature: |  |
| Name: |  |  | Name: |  |
| Date: |  |  | Date: |  |