# Master Service Agreement

This Master Service Agreement ("Agreement") is made effective as of October 1, 2024 ("Effective Date"), by and between FutureSkills Solutions, having its principal place of business at 23 Main St. Suite 1800, Chicago, IL 60606, USA ("Company"), and Helix Learning, a Massachusetts-based biotech workforce enablement platform, having its principal place of business at 2850 Life Sciences Parkway, Suite 250, Cambridge, MA 02142, USA ("Service Provider"). Each individually a "Party" and together the "Parties."

## 1. Services

Service Provider agrees to deliver customized life sciences workforce training, regulatory compliance education, and biotech safety certification programs (collectively, the "Services") to the Company, as detailed in individual Statements of Work ("SOWs") to be mutually agreed upon and executed separately. Each SOW will outline scope, deliverables, schedules, and compensation.

## 2. Term

This Agreement will commence on the Effective Date and remain in effect for three (3) years, expiring on September 30, 2027 ("Initial Term"), unless earlier terminated as provided herein. The Agreement may be renewed for successive one (1) year terms upon written agreement by both Parties, provided notice is given at least ninety (90) days before expiration.

## 3. Termination

Either Party may terminate this Agreement:

* **For Cause**: With **thirty (30) days** written notice, detailing the breach and giving opportunity to cure.
* **For Convenience**: With **sixty (60) days** written notice, without need to specify cause.

Any obligations related to confidentiality, intellectual property, and payment for completed services will survive termination.

## 4. Payments

Company agrees to compensate Service Provider based on deliverables defined in each SOW. An initial non-refundable deposit of $9,000 is due by November 1, 2024, applicable to the first executed SOW. All invoices are payable net 30 days. Late payments will incur a 2% monthly interest charge and a one-time $250 administration fee.

## 5. Intellectual Property & Confidentiality

Helix Learning retains ownership of all pre-existing IP and training methodologies. Custom materials developed under this Agreement will be jointly reviewed for IP assignment as defined in each SOW. Both Parties agree to maintain confidentiality of trade secrets, proprietary materials, and research disclosed under this Agreement, including those referenced in the Biotech Patent Documentation NDA (executed June 12, 2024).

## 6. Compliance with Safety and Research Protocols

Service Provider agrees to comply with all relevant research ethics, biotechnology safety guidelines, and workforce safety protocols as established in the Safety Standards 2025 Agreement (executed August 1, 2024, effective through December 31, 2025).

## 7. Research Collaboration

This Agreement also governs joint initiatives under the Gene Therapy Research Agreement (executed September 15, 2024), which will be referenced in applicable SOWs when service delivery includes research-aligned curriculum or trials collaboration.

## 8. Governing Law

This Agreement will be governed by and interpreted under the laws of the Commonwealth of Massachusetts, without regard to its conflict-of-law provisions. Any dispute will be subject to the exclusive jurisdiction of the courts located in Boston, MA.

## 9. Notices

All notices under this Agreement shall be made in writing and delivered by hand, certified mail, or confirmed email.

**To Company:**

FutureSkills Solutions

23 Main St. Suite 1800

Chicago, IL 60606, USA

**To Service Provider:**

Helix Learning  
2850 Life Sciences Parkway, Suite 250  
Cambridge, MA 02142, USA

## 10. Entire Agreement

This document, including referenced agreements and subsequent SOWs, comprises the complete understanding between the Parties and supersedes all prior agreements, whether written or oral.

### 11. Service Levels and Performance Standards

11.1 **Service Delivery Standards** Service Provider shall perform all Services in a timely, professional, and workmanlike manner, in accordance with industry best practices and any service timelines agreed upon in the applicable SOWs.

11.2 **Availability** For digital training modules or online platforms provided by Helix Learning, Service Provider shall ensure **99.5% uptime availability**, excluding scheduled maintenance windows, which shall be communicated to the Company at least **48 hours** in advance.

11.3 **Support Response Time** Service Provider shall acknowledge and respond to support or issue tickets raised by the Company in accordance with the following priority levels:

| **Priority Level** | **Definition** | **Response Time** | **Resolution Time** |
| --- | --- | --- | --- |
| Critical | System/platform outage or inability to access training | Within 2 business hours | Within 1 business day |
| High | Major functionality impaired; workaround exists | Within 4 business hours | Within 3 business days |
| Medium | Minor functionality issue; does not impact training flow | Within 1 business day | Within 5 business days |
| Low | General inquiries or enhancement requests | Within 2 business days | N/A (as agreed) |

11.4 **Reporting & Review** Service Provider shall provide quarterly performance reports to the Company, detailing uptime metrics, issue resolution statistics, and user feedback summaries. Parties agree to review performance and address any recurring SLA breaches during quarterly business reviews.

11.5 **Service Credits** In the event that Helix Learning fails to meet the agreed uptime availability in any given calendar month, Company shall be entitled to a **service credit** equal to **5% of the monthly invoice** for every **0.5% below the committed uptime**, up to a maximum of **25%**.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

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**FutureSkills Solutions**

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**Helix Learning**