

EduTron Corporation

INTENSIVE IMMERSION INSTITUTE

TERMS AND CONDITIONS

1. Scope.

1.1. These Intensive Immersion Institute Terms and Conditions (these “Terms”) contain the standard terms and conditions applicable to individuals or groups (“Customers”) who register and attend a scheduled Intensive Immersion Institute (the “Services”) hosted by EduTron Corporation (“EduTron”).

1.2. No terms and conditions of Customer shall at any time form a part of the content of any contract between Customer and EduTron, unless expressly agreed to in writing by EduTron even if they are not further expressly rejected by EduTron.

2. Offer and Acceptance; Scope of Services.

2.1. All Services performed by EduTron pursuant to the Intensive Immersion Institute Registration via online registration (“Registration”) or quote (“Quote”) issued by EduTron shall be governed by these Terms. Customer shall accept these Terms by completing the Registration through online registration or by accepting the Services. No Registration is binding upon EduTron until payment is made, or a Purchase Order (“PO”) is received by EduTron.

2.2. The scope of the Services shall be described in the Registration or Quote. Additionally, each Registration or Quote shall (a) incorporate by reference these Terms and (b) state the other relevant business parameters, including, but not limited to, fees for Services.

3. Delivery Deadlines. Time of performance and deadlines shall be set forth in the Registration, Quote, and other documentation specifying the Services to be delivered. Notwithstanding the foregoing, EduTron reserves the right to change the date for completion of Services and, if it does so, it will provide timely notification to Customer.

4. Customer Cooperation. Customer agrees that all cooperation required of Customer, Customer’s agents, employees or any third party in connection with the Services shall be provided in a timely manner and at no cost to EduTron.

5. Payment Conditions and Fees.

5.1. Fees for Services shall be set forth in the Registration or Quote.

5.2. Customer must submit either, (1) a valid check, or (2) a valid PO within 30 days of Registration or two (2) weeks prior to the scheduled Services, whichever date is earlier. If Customer is unable to submit check, or PO within the allotted timeframe, a special exception request must be submitted to EduTron prior to the allotted time expiring, otherwise, Customer Registration shall be canceled. If Customer is submitting a School District PO, PO must; (1) include an invoice need by date, (2) match the Registration or Quote, and (3) indicate the attendee, location, and date information of the scheduled event.

5.3. EduTron will invoice upon completion of the Services with payment expected within 30 days. Unless otherwise stated in the PO, invoices will be issued regularly. Invoices are only payable in the legal tender of the invoice. All invoice amounts shall be due for payment without deduction thirty (30) days after issuance of the

invoice. A service charge of 1.5% per month or the highest rate permitted by law will be added to those accounts not paid within thirty (30) days of invoice date. If collection procedures are required, Customer will pay for all reasonable expenses including court and attorneys’ fees. The accrual or receipt by EduTron of interest under this subsection shall not constitute a waiver by EduTron of any right it may have to declare Customer in default under its agreement or to terminate its agreement to perform Services.

5.4. Payments shall be made by check payable to EduTron unless another method of payment is expressly set forth in a Registration or Quote. Objections to any invoice shall be submitted in writing within two (2) weeks from receipt of the invoice.

5.5. Cancellations must be submitted to the EduTron PD Services Team. Customers will be unable to cancel their registration online. Fees will be fully refunded if registration cancellations are submitted to the PD Services Team at least two (2) weeks prior to the scheduled event. Fees will not be refunded if Customer fails to submit a cancellation notice within the allotted two (2) weeks, unless prior written approval was obtained from EduTron. If Customer fails to pay any amount due, EduTron may, without notice to Customer, cancel Customer’s Registration.

5.6. Fees for Services rendered hereunder do not include any relevant value added tax (“VAT”), sales, excise or similar taxes, which are payable by Customer, where required.

6. No Right of Set-off. Customer shall have no right of set-off against any payments due, whether on account of any claims or alleged claims against EduTron under these Terms or otherwise.

7. Acceptance. Services shall be deemed to be accepted by Customer upon delivery of the Services.

8. Non-Solicitation.

8.1 For a period of eighteen months (18) months after completion of the Services, Customer shall not, directly or indirectly, either for its own benefit or on behalf of any other person or entity, hire any employee, consultant or independent contractor of EduTron who provides Services to Customer.

8.2 Customer agrees that if it breaches any portion of this Section 8: (i) EduTron would suffer irreparable harm; (ii) it would be difficult to determine damages, and money damages alone would be an inadequate remedy for the injuries suffered by EduTron; and (iii) if EduTron seeks injunctive relief to enforce this Section 8, Customer shall waive and shall not (a) assert any defense that the EduTron has an adequate remedy at law with respect to the breach, or (b) require EduTron to post a bond or any other security. Nothing contained in this Section 8 shall limit EduTron’s right to any other remedies at law or in equity.

8.3 Notwithstanding the above, if one or more of the provisions contained in the non-solicitation provisions above shall, for any reason, be held to be excessively broad or unreasonable as to time, duration, geographic scope, area, activity, or subject, this Section 8 shall be construed, by limiting and reducing it, so as to be enforceable to the fullest extent compatible with applicable law.

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9. Intellectual Property Rights. In connection with the Services, EduTron may provide Customer with curriculum and professional development materials, including but not limited to PowerPoint presentations, videos, and Professional development and curriculum materials (the "Works"). EduTron owns all right, title, and interest, including all associated copyrights, trademarks and other intellectual property rights, in and to the Works (the "IP Rights"). Subject to the license granted herein, EduTron retains all IP Rights. Customer acknowledges that the license granted herein does not provide Customer, Customer's school, or Customer's school district with title to or ownership of the Works, including the IP Rights. EduTron grants to Customer, and Customer hereby accepts, a limited, non-exclusive, and non-royalty license to use the Works in connection with the Registration or Quote or for further internal non-commercial training (the "License"), with no right to license or sublicense. Customer may modify the Works only to the extent necessary for internal training (the "Derivative Works"). Derivative Works shall be considered "works made for hire" and owned by EduTron. Customer assigns and transfers to EduTron all right, title and interest in and to the Derivative Works, including without limitation any moral rights and any intellectual property rights subsisting therein and agrees to take any other steps necessary to assist EduTron in perfecting its right to same. Customer represents and warrants that any Derivative Works created are original to Customer and shall not infringe any intellectual property right of any other person or entity, and shall not constitute a libel or defamation, or an invasion of the right of privacy or publicity. Apart from the rights already licensed to Customer herein, Customer shall maintain no rights in and to the Derivative Works. Customer agrees to refrain from distributing the Works and/or the Derivative Works to anyone outside of Customer's school district, including by posting same to any website that can be accessed by persons in other school districts.

10. Warranty and Limitation of Liability.

10.1. EduTron warrants that the Services shall be performed by EduTron in a workmanlike manner by qualified personnel. EduTron shall not be liable under any circumstances to Customer or any other person if (a) the Services or work products prepared in connection with the Services are not used for the intended purpose; (b) if Customer fails to perform its obligations under these Terms; or (c) Customer did not disclose to EduTron all material facts known to Customer with respect to the purpose of the Services.

10.2. EXCEPT FOR THE WARRANTIES SET FORTH HEREIN, EduTron MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES BY EduTron OR ANY OF ITS AGENTS, SUBSIDIARIES, AFFILIATES OR SUBCONTRACTORS. ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DECLINED.

10.3. CUSTOMER MAY NOT BRING ANY ACTION ARISING OUT OF OR IN CONNECTION WITH ANY TRANSACTION COVERED BY THESE TERMS UNLESS SUCH ACTION IS COMMENCED WITHIN SIX MONTHS AFTER THE CAUSE OF ACTION HAS ACCRUED.

10.4. THE LIABILITY OF EduTron, ITS EMPLOYEES, AGENTS, MANAGERIAL STAFF AND CONSTITUENT BODIES, FOR ALL DAMAGES IN CONNECTION WITH THE PROVISION OF THE SERVICES SHALL IN ALL EVENTS BE LIMITED TO THE LESSER OF (A) TEN TIMES THE AMOUNT PAID BY CUSTOMER FOR SERVICES RELATED TO A PARTICULAR REGISTRATION OR QUOTE UNDER WHICH THE DAMAGES OCCURRED OR (B) ONE HUNDRED THOUSAND DOLLARS (\$100,000.00).

THE LIABILITY OF EduTron HEREUNDER IS EXPRESSLY LIMITED TO DIRECT DAMAGES INCURRED WITH RESPECT TO THE SERVICES PERFORMED BY EduTron. IN NO EVENT SHALL EduTron BE LIABLE TO ANY PERSON FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR GOODWILL, OR ADDITIONAL EXPENSES INCURRED, WHETHER PURSUANT TO A CLAIM IN CONTRACT, TORT OR OTHERWISE AND WHETHER IN AN ACTION FOR BREACH OF WARRANTY OR OTHERWISE.

11. Indemnification. Customer shall indemnify and hold harmless EduTron and EduTron's officers, directors, trustees, employees, affiliates, suppliers and agents (each a "EduTron Indemnified Person") against any losses, claims, damages, liabilities, penalties, actions, proceedings or judgments of any kind whatsoever (including all reasonable legal and attorney's fees and expenses) to which a EduTron Indemnified Person may become subject out of claims by Customer or any third party (including without limitation customers of Customer) related to or arising out of (a) any breach by Customer of any provision of these Terms or the Registration or Quote; (b) any misrepresentation made by Customer in connection with obtaining any Services; or (c) any action or omissions of Customer related to the Services set forth in the Registration or Quote.

12. Governing Law and Jurisdiction; Place of Performance.

12.1. The construction and validity of these Terms shall be governed by the laws of the state of Massachusetts, USA, without giving effect to its conflict of laws rules, regardless of where any order was placed or filed, the place of performance of the Services or delivery of reports or where any other act or performance occurred.

12.2. All Services provided by EduTron shall be deemed to be provided in the State of Massachusetts. Customer agrees to the exclusive jurisdiction of the federal and state courts located in the State of Massachusetts, with respect to the adjudication of any dispute arising out of or in connection with the provision of the Services, or these Terms.

13. Severability. If any provision of this Agreement is held by final judgment of a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable provision shall be severed from the remainder of these Terms, and the remainder of these Terms shall be enforced. In addition, the invalid, illegal or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render

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the provision valid, legal and enforceable. Notwithstanding the foregoing, however, if the severed or modified provision concerns all or a portion of the essential consideration to be delivered under these Terms by one party to the other, the remaining provisions of these Terms shall also be modified to the extent necessary to equitably adjust the parties' respective rights and obligations hereunder.

14. General Conditions.

14.1. EduTron reserves the right to discontinue any of the Services and to revoke or change prices or terms, except when otherwise indicated in these Terms. If, at any time, it becomes necessary to discontinue Services to Customer, to revoke or modify any provisions of these Terms or of any Registration or Quote, or to allocate the provision of Services, EduTron will take whatever action which it, in its sole and absolute judgment, deems fair and appropriate.

14.2. Customer acknowledges that video recording and audio recording of Services is strictly prohibited.

15. Revisions; Modifications; Waiver.

15.1. EduTron may change, revise, amend or modify these Terms from time to time. EduTron shall provide Customer with written notice of any such changes, revisions, amendments or modifications, provided, however, that any such changes, revisions, amendments or modifications shall become effective without any further action by any party and that they shall not apply to any orders placed and accepted prior to the effective date of such changes, revisions, amendments or modifications.

15.2. Should EduTron at any time not enforce any one of these Terms, such event shall not be interpreted as a change of said Terms, or as EduTron's waiver to exercise any of its rights under these Terms.

16. Independent Contractor. This Agreement is not intended to and does not create in any manner a principal-agent, employer-

employee, partnership, joint venture or any other relationship between the Customer and EduTron. Neither party shall have any right or authority to assume or to create any obligation or responsibility, expressed or implied on behalf of or in the name of the other party or to bind the other party in any manner.

17. Force Majeure. EduTron will be excused from performance during the time and to the extent that it is prevented from delivering or performing its obligations under this Agreement by a Force Majeure Event, subject to the EduTron providing within a reasonable time from the commencement of the Force Majeure Event notice to Customer. A "Force Majeure Event" shall mean a circumstance beyond the control of EduTron hereunder and shall include, but not be limited to, acts of God, or of the public enemy; insurrection; acts of the federal government or any unit of State or local government in either sovereign or contractual capacity; fire; floods; blizzards; epidemics; quarantine restrictions; strikes or freight embargoes.

18. Assignment.

Customer may not assign any of Customer's rights or delegate any of Customer's obligations or duties hereunder without the express, written, prior consent of EduTron. Without limitation, EduTron may assign any of its rights and/or delegate any of its obligations or duties hereunder, in whole or in part, to an affiliate without Customer's consent.

19. Entire Agreement.

These Terms, together with any Registration Confirmation or Contract issued, and any schedules attached thereto, (collectively, this "Agreement") shall be the complete and exclusive statement of the agreement between the parties with respect to the subject matter hereof and supersede any oral or written communications, understandings, acknowledgements or representations or agreements relating thereto.