

MASTER SERVICES AGREEMENT

This Master Services Agreement is entered into between TBD (“Customer”), a _____ corporation, with its address at _____

_____ and The Educe Group, Inc., a Maryland corporation (“Educe”), with its address at 4550 Montgomery Avenue, Suite 980, Bethesda, MD 20814. This Agreement (as defined herein) is comprised of (i) the general terms set forth herein; (ii) any Addenda incorporated herein or separately executed by the Parties and contain an express reference to this Agreement (including any Exhibits, Order Forms, or Statements of Work thereto); and (iii) the terms of any other documents expressly referenced herein or documents that expressly reference this Agreement and are executed by both Parties (collectively, the “**Agreement**”), which together govern the rights, remedies, and obligations of Customer and Educe with respect to the Services provided by Educe and its affiliates to Customer. Educe and Customer may be referred to in this Agreement individually as a “**Party**” and together as the “**Parties**”. This Agreement is effective as of **May 20, 2025** (“**Effective Date**”).

1. Agreement Structure. This Agreement shall apply to the services (“**Services**”) described in the applicable written statements of work or professional services order (as applicable) executed by Educe and Customer (each an “**SOW**”). The Services shall be provided only by employees, subcontractors, or affiliates of Educe. Educe shall remain responsible for obligations, services, and functions performed by subcontractors to the same extent as if such obligations, services, and functions were performed by Educe’s employees, and for purposes of this Agreement, such work shall be deemed work performed by Educe.

2. Price, Payment and Performance. Service fees are specified in the applicable SOW. Additionally, Customer shall be responsible for all reasonable out-of-pocket costs and expenses (e.g., travel, copying and courier services) incurred by Educe in the performance Services under this Agreement. Customer shall pay all invoices within 30 days of date of invoice without any right to offset, counterclaim, holdback, or deduction.

3. Taxes. Customer shall pay all sales and other taxes applicable under local jurisdiction, however designated, which are levied or imposed in connection with the Services, excluding taxes based on Educe’s net income.

4. Access. Customer shall provide Educe with sufficient, free, safe, and timely access to Customer’s computer systems and networks to enable performance of the Services.

5. Proprietary Rights.

5.1. Educe acknowledges Customer’s and its licensors’ proprietary rights in any preexisting works of authorship provided by Customer or its representatives to Educe for the purposes of facilitating Educe’s provision of the Services or related to the purposes contemplated by this Agreement (“**Customer IP**”). Customer grants to Educe a worldwide, royalty-free, non-exclusive license to use, reproduce, perform, display, modify, and import the Customer IP solely as required by Educe to perform the Services during the term of this Agreement. As between the Parties, the ownership of Customer IP and all materials containing or derived from Customer IP, including all rights and interests therein and thereto, is agreed to have vested in, and at all times shall remain entirely with, the Customer.

5.2. Notwithstanding anything to the contrary in the Agreement, ownership of any and all deliverables, inventions, designs, documentation or other works, work product, software, trademarks, information, formulas, processes, discoveries, materials, ideas, and other items developed, conceived, or reduced to practice in connection with or during the course of the applicable SOW, as well as any patent rights, copyrights, trademark rights, trade secret rights, or any other intellectual property rights therein, thereto, or thereunder, shall belong to Educe (“**Educe Materials**”). Notwithstanding the foregoing, Educe Materials expressly exclude any materials containing or derived from Customer IP. Subject to the terms of the Agreement and the payment of applicable fees, Educe grants to Customer a perpetual, worldwide, royalty-free, non-exclusive license in any deliverables that incorporate Educe Materials (“**Deliverables**”) to use, reproduce, and modify such Deliverables for Customer’s internal business purposes. Notwithstanding anything to the contrary herein, any license rights to use any software applications developed by Educe shall be subject to the applicable agreement governing such software. No rights or licenses are granted by Educe under this Agreement, expressly, by implication, inducement, estoppel or otherwise, with respect to any Educe Materials or any other proprietary information or patent, copyright, trade secret, mask work, or other intellectual property right owned or controlled by Educe, except as expressly provided in this Agreement. Any further license under such intellectual property rights must be express and in writing signed by an authorized officer of Educe.

6. Indemnity.

6.1. **Indemnification by Educe.** If a third party makes a claim against Customer that the Services or Deliverables infringe any patent, copyright or trademark, or misappropriates any trade secret, or that Educe's negligence or willful misconduct has caused bodily injury or death, Educe shall defend Customer and its directors, officers and employees against the claim at Educe's expense and Educe shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by Educe, to the extent arising from the claim. Educe shall have no liability for any claim based on (a) the Customer IP, (b) modification of the Services or Deliverables not authorized by Educe, or (c) use of the Services or Deliverables other than in accordance with the Documentation and this Agreement. Educe may, at its sole option and expense, procure for Customer the right to continue use of the Services or Deliverables, modify the Services or Deliverables in a manner that does not materially impair the functionality, or terminate the applicable Services and repay to Customer any amount paid by Customer in advance for the infringing Services or Deliverables following the termination date.

6.2. **Indemnification by Customer.** If a third party makes a claim against Educe that the Customer IP infringes any patent, copyright or trademark, or misappropriates any trade secret, Customer shall defend Educe and its directors, officers and employees against the claim at Customer's expense and Customer shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by Customer, to the extent arising from the claim.

6.3. **Conditions for Indemnification.** A party seeking indemnification under this section shall (a) promptly notify the other party of the claim, (b) give the other party sole control of the defense and settlement of the claim, and (c) provide, at the other party's expense for out-of-pocket expenses, the assistance, information and authority reasonably requested by the other party in the defense and settlement of the claim.

7. **Non-Disclosure. "Confidential Information"** shall mean all information (a) that is designated as "confidential" or by similar words at the time of disclosure and if oral or visual is confirmed as confidential by the disclosing party in writing within 15 days of disclosure, or (b) which the receiving party should reasonably have considered to be confidential under the circumstances surrounding disclosure. Each party agrees it will not disclose any such Confidential Information to any third party for a period of 5 years following the date of disclosure. Each party also agrees it will not use any such Confidential Information except as necessary for the performance of its obligations or exercise of its rights under this Agreement. Each party will take reasonable precautions to prevent disclosure to any third party, at least as great as the precautions it takes to protect its own confidential information. Confidential Information shall not include any information that (i) was previously known to the receiving party, (ii) is received from a third party without similar restriction, (iii) is or becomes publicly available other than through unauthorized disclosure, (iv) is independently developed by the receiving party without the use of Confidential Information, (v) is in writing approved for release, or (vi) is required to be disclosed pursuant to any court order provided that the receiving party has informed the disclosing party of such request in a timely manner. Either party may disclose Confidential Information to auditors and Educe to its group companies under an obligation of confidentiality no less stringent than that set forth in this Section. Educe may share Confidential Information with its sub-contractors involved in the delivery of the Services provided (x) it is strictly on a need-to-know basis and (y) such sub-contractors shall be bound by such terms of confidentiality at least as restrictive as those contained herein.

8. **Warranty.** Educe warrants that the Services will be performed in a professional manner consistent with relevant industry standards and the requirements set forth in the applicable Statement of Work. EXCEPT AS EXPRESSLY PROVIDED HEREIN, EDUCE MAKES NO REPRESENTATIONS OR WARRANTIES, AND EDUCE DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND TITLE.

9. **Exclusive Remedy.** Customer's exclusive remedy for breach of warranty arising out of Educe's performance of Services, shall be the re-performance of the Services. If Educe fails to re-perform the Services, Educe will refund the fees paid by Customer for the deficient Services. Educe shall only have liability for such breaches of warranty if Customer provides written notice of the breach within 30 days of the performance of the applicable Services.

10. **Limitation of Liability.** EDUCE'S LIABILITY FOR DAMAGES FROM ANY CLAIM OR CAUSE OF ACTION WHATSOEVER RELATING TO THE SERVICES, DELIVERABLES, OR ANY OTHER

MATTER CONTEMPLATED BY THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID OR PAYABLE BY CUSTOMER FOR THE APPLICABLE SERVICES IN THE 12 MONTHS PRIOR TO THE MONTH IN WHICH THE CLAIM AROSE. EDUCE SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR EXTRA-CONTRACTUAL DAMAGES OF ANY KIND, LOSS OF PROFITS OR LOSS OF DATA, EVEN IF EDUCE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Neither the foregoing nor any other provision of the terms shall exclude or limit in any way the liability of Educe for death or personal injury caused by Educe's gross negligence or, willful misconduct or its obligations for indemnification pursuant to Section 6.

11. Insurance. Educe shall maintain insurance with coverage at least equal to what a prudent company would carry under similar circumstances and will provide details upon request.

12. Termination. In the event of any material breach of this Agreement or an SOW by either party, the non-breaching party may terminate this Agreement or the applicable SOW by giving 30 days' prior written notice thereof, unless the party in breach has cured the breach prior to the expiration of the 30-day period. Any terms which by their nature extend beyond the termination remain in effect until fulfilled.

13. Notice. Any notice under these terms or a SOW shall be given in writing.

14. Internal Purpose and Assignment. Any Services are made available to Customer for its own internal business purposes and not for the benefit of third parties. Assignment of this Agreement is prohibited without the express written consent of the other party, except that Educe may assign its interest in this Agreement in connection with a merger, consolidation, acquisition of all or substantially all of the assets of Educe, or internal restructuring or reorganization.

15. Third Party Rights. This Agreement is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.

16. Governing Law. This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of New York, U.S.A., without regard to principles of conflicts of law. The parties irrevocably agree that the state and federal courts located in the State of New York, U.S.A., have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

17. Complete Agreement. These terms and, if any, the relevant SOW and Addendums, set out the entire understanding of the parties, superseding and excluding all prior agreements and understandings, as to the subject matter hereof, notwithstanding any oral representations or statements to the contrary, including, without limitation, any such pre-printed terms and conditions of the Customer Order (if any). If applicable, in the event of any conflict between these terms and any SOWs or Addendums, the terms of the SOW and Addendums shall prevail, provided the section of the Agreement that are intended to be superseded are specifically referenced in the applicable SOW or Addendum. These terms may only be modified in writing, executed by both parties. A failure of either party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder. If any provision, or part thereof, in these terms is held to be invalid or unenforceable, then such provision (or part thereof) will be deemed restated to reflect the original intention of the parties as nearly as possible in accordance with applicable law, and the remaining provisions of these terms shall remain in full force and effect. Educe may perform any of its obligations and may exercise any of its rights under this Agreement using employees of any entity that it controls, is controlled by, or is under common control with.

18. Force Majeure. Neither party shall be liable to the other party for non-performance or delay in performance of this Agreement in whole or in part, if (i) the non-performance or delay is caused by the other party or events or conditions beyond the non-performing/delaying party's reasonable control and for which that party is not responsible under this Agreement, (ii) the non-performing/delaying party gives prompt notice to the other party, and (iii) the non-performing/delaying party makes commercially reasonable efforts to perform. If any such event or condition continues for more than 30 days, the party affected by the non-performing/delaying party's delay or non-performance may elect (x) to terminate such affected portion of this Agreement or (y) to suspend performance of such affected portion of this Agreement for the duration of the event or condition and resume such performance once the event or

condition ceases. Inability to pay or financial hardship shall not constitute Force Majeure regardless of the cause thereof and whether the reason is outside a party's control.

19. Severability. Any provision of this Agreement which is invalid, illegal, or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.

20. Non-Exclusive Services. Customer acknowledges that the Services are provided on a non-exclusive basis. Nothing shall be deemed to prevent or restrict Educe's ability to provide Services or other technology, including any features or functionality first developed for Customer, to other parties.

21. Publicity. Educe may include Customer's name and logo in its customer lists and on its website. Upon signing, Educe may issue a high-level press release announcing the relationship and the manner in which Customer will use the Educe solution. Educe shall coordinate its efforts with appropriate communications personnel in Customer's organization to secure approval of the press release if necessary.

22. Non-Discrimination and Affirmative Action. Educe and any subcontractor, if applicable, shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Educe/subcontractor agrees to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A (Executive Order 13496) and the attached Exhibit A.

This Agreement is signed by duly authorized representatives of the parties and is effective as of the Effective Date.

TBD ("Customer") By: _____ Name: Title: Date: Notice Addresses: Attention:	The Educe Group, Inc. ("Educe") By: _____ Name: Title: Date: Notice Addresses: 4550 Montgomery Avenue, Suite 980 Bethesda, MD 20814 Attention: General Counsel
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Exhibit A**NOTICE TO SUBCONTRACTORS, VENDORS, OR SUPPLIERS**

Educe is a Federal government contractor and subject to the requirements of the Office of Federal Contract Compliance Programs (OFCCP). As part of Educe Group's compliance with federal Equal Employment Opportunity and Affirmative Action regulations, we are required to inform you of our policy and request your cooperation.

Educe reaffirms its belief and commitment in equal employment opportunity for all employees and applicants for employment in all terms and conditions of employment. Through the implementation of our affirmative action program, we continue our efforts to comply with appropriate government regulations and to make the best possible use of personnel while contributing to the betterment of society and the community.

We have listed the affirmative action laws we are governed by and their implementing regulations for your easy reference.

Executive Order 11246 (and its implementing regulations at 41 C.F.R. part 60);

For more information, please visit: http://www.dol.gov/ofccp/regs/compliance/ca_11246.htm

The Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (and its implementing regulations at 41 C.F.R. 60-300);

For more information, please visit: <http://www.dol.gov/ofccp/regs/compliance/vevraa.htm>

Section 503 of the Rehabilitation Act of 1973, as amended (and its implementing regulations at 41 C.F.R 60-741).

For more information, please visit: <http://www.dol.gov/ofccp/regs/compliance/section503.htm>