

MASTER SUBSCRIPTION AGREEMENT

K Network Consulting Inc. d/b/a Hatch Coding (“Hatch Coding”) owns and operates the website located at <http://www.hatchcoding.com> (“Website”), the Service (as defined below) and the Hatch Coding application (the “App”). These terms of use apply to all Educators (as defined below) who use the Service.

By registering as an Educator on the Hatch Coding Platform you indicate your acceptance of these Educator Terms. If you do not accept these terms, then do not use the Hatch Coding Platform or the Services as an Educator. These Educator terms may be amended or updated by Hatch Coding from time to time without notice and may have changed since your last visit to the Website. It is your responsibility to review these Educator terms for any changes. Your use after any amendments or updates of these terms of use shall signify your assent to and acceptance of such revised terms. Any new features that may be added to this website from time to time will be subject to these terms of use, unless stated otherwise. You should visit this page periodically to review these terms of use.

If you are agreeing to these terms of use on behalf of an entity, you hereby represent and warrant that you have all necessary permissions and authority to agree to these terms of use and to bind the entity to its terms.

In order to use the Hatch Coding Platform and the Services, you may be required to provide certain information, including personal information. All personal information you provide will be treated in accordance with the Hatch Coding Privacy Policy [INSERT LINK] (“Privacy Policy”), the terms of which are incorporated by reference into this agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

For the purposes of this Agreement, in addition to the capitalized terms defined elsewhere in this Agreement, the following terms shall have the meanings ascribed to them as follows:

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**”, for purposes of this Agreement, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity;

“**Deposit**” means a deposit in respect of the Fees payable during the Initial Term.

“**Educator Data**” means (i) all electronic data or information submitted by Educator and/or its Users to the Service and (ii) all Student Data;

“**Effective Date**” means the date of the Order Form or as otherwise defined in the Order Form.

“**Fee**” means the fees (as specified in the Order Form executed by the parties) payable by Educator to HatchCoding for the right to receive access to the Service;

“**Malicious Code**” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs;

“**Order Form**” means a document executed by the parties that specifies the Service, Service subscription period, Services Fees and any other additional commercial terms agreed by the parties;

“**Personal Data**” means any information or data that alone or together with any other information relates to an identified or identifiable natural person (“data subject”), or data considered to be personal data under Privacy Laws. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“**Privacy Laws**” means any law, statute, directive, or regulation, including any and all legislative and/or regulatory

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amendments or successors thereto, regarding privacy, data protection, information security obligations and/or the processing of Personal Data.

“**Service**” means HatchCoding’s online, web-based learning platform for computing skills, as provided through the Website or any app made available by HatchCoding, as further described on the Website;

“**Student**” means any student who attends the Educator’s educational facility and who is authorized by Educator to use the Service as a student;

“**Student Data**” means all electronic data or information submitted by Students to the Service;

“**Subscription Period**” means an subscription period for the Service as specified in the Order Form executed by the parties;

“**Term**” has the meaning ascribed to that term in Section 10.1; and

“**User**” means an individual or entity who is authorized by Educator to use the Service as an administrator.

2. GRANT OF LICENSE.

2.1 Provision of Service. Conditioned on the provisions in this Section 2 and the other terms and conditions of this Agreement and the applicable Order Form, HatchCoding shall make the Service available to Educator for the education of Educator’s Students during the Subscription Period. Educator’s right to use the Service during the Subscription Period shall be in accordance with any additional conditions, restrictions or parameters specified in the Order Form executed by HatchCoding and Educator.

2.2 User Accounts and Student Accounts. User accounts are for use by designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Service. Student accounts are for use by designated Students and cannot be shared or used by more than one Student but may be reassigned to new Students replacing former Students who no longer require ongoing use of the Service.

3. USE OF THE SERVICE.

3.1 HatchCoding Responsibilities. HatchCoding shall: (i) in addition to its confidentiality obligations hereunder, not use or modify the Educator Data (except for the purposes of performing its obligations or exercising its rights under this Agreement) or disclose the Educator Data to anyone other than Educator and the applicable Users(s); (ii) maintain the security and integrity of the Service and the Educator Data; (iii) provide basic support to Educator's Users, at no additional charge; and (iv) use commercially reasonable efforts to make the Service available twenty-four (24) hours a day, seven (7) days a week, except for: (a) planned downtime (of which HatchCoding shall give at least eight (8) hours notice via the Service and which HatchCoding shall schedule to the extent reasonably practicable during the weekend hours from 6:00 p.m. Pacific Time Friday to 3:00 a.m. Pacific Time Monday); or (b) any unavailability caused by circumstances beyond HatchCoding's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving HatchCoding employees), computer, telecommunications, Internet service HatchCoding or hosting facility failures or delays involving hardware, software or power systems not within HatchCoding’s possession or reasonable control, and denial of service attacks.

3.2 Educator Responsibilities. Educator is responsible for all activities that occur in User accounts and for Users’ compliance with this Agreement and any policies published by HatchCoding on the Website from time to time. Educator shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Educator Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify HatchCoding promptly of any such unauthorized access or use; and (iii) comply with all applicable local, provincial and federal laws in using the Service (including without limitation any Privacy Laws). Without limiting the foregoing, Educator will be solely responsible (and hereby agree that HatchCoding is

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not responsible) for 1) providing all required notices (if any) to parents required under applicable law; 2) obtaining parental consent (if any) under applicable law; and 3) providing a means for a parent to review any personal information collected through the Service and refuse to permit its further use to the extent required under any applicable laws. This includes without limitation, limiting access to the Service to those student users from whom Educator has received valid consent forms and complying with all parental requests regarding the collection, use and disclosure of such parent's child's information. Educator is responsible for disseminating parental consent forms to the parents of potential student users, for confirming receipt of valid consent forms for each child before granting the student access to the Service, and for retaining such consent forms on file. If a parent user does not consent or rescinds such consent, Educator shall immediately notify HatchCoding to discontinue that student's access to the Service and ensure that such student's information is no longer accessible through the Services. Under no circumstances will HatchCoding be liable for the School Personnel's failure to consult their school's authorities and administrators or for failing to obtain appropriate consent when required.

3.3 Use Guidelines. Educator shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party; (ii) use the Service to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) use the Service to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third-party privacy or publicity rights; (iv) use the Service to send or store Malicious Code; (v) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Service or its related systems or networks.

3.4 Publicity. Neither party may issue press releases relating to this Agreement without the other party's prior written consent. Each party may include the name and logo of the other party in lists of Educators or vendors in accordance with the other party's standard guidelines.

4. FEES AND PAYMENT.

4.1 Fees. In consideration for the receipt of the Service, Educator shall pay HatchCoding the Fees in the amount, in the currency and in the frequency specified in the applicable Order Form. HatchCoding may require the receipt of a Deposit under the Order Form, in which event such Deposit shall be offset against the initial fees payable under the Order Form.

4.2 Invoicing and Payment. Fees for the Service will be invoiced on a monthly basis unless otherwise specified in the applicable Order Form. Unless otherwise stated in an invoice, charges are due net thirty (30) days from the invoice date. Educator is responsible for maintaining complete and accurate billing and contact information with HatchCoding.

4.3 Overdue Payments. Any payment not received from Educator by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at HatchCoding's discretion, late charges at the rate of 1.0% of the outstanding balance per month (12.67% per annum), or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

4.4 Taxes. Unless otherwise stated, HatchCoding's fees do not include any direct or indirect local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, goods and services, harmonized, use or withholding taxes (collectively, "**Taxes**"). Educator is responsible for paying all Taxes associated with its purchases hereunder, excluding taxes based on HatchCoding's net income or property. If HatchCoding has the legal obligation to pay or collect Taxes for which Educator is responsible under this section, the appropriate amount shall be invoiced to and paid by Educator, unless Educator provides HatchCoding with a valid tax exemption certificate authorized by the appropriate taxing authority.

4.5 Audit Rights. HatchCoding shall have the right to use the capabilities of the Service to confirm the number of Users using the Service and Educator's compliance with this Agreement.

4.6 Suspension of Service. If Educator's account is thirty (30) days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies,

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HatchCoding reserves the right to suspend the Service provided to Educator, without liability to Educator, until such amounts are paid in full.

5. PROPRIETARY RIGHTS.

5.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, HatchCoding reserves all rights, title and interest in and to the Service, including all related intellectual property rights. No rights are granted to Educator hereunder other than as expressly set forth in this Agreement.

5.2 Restrictions. Educator shall not (and shall not allow any third party to): (a) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Service except to the extent that enforcement is prohibited by applicable law notwithstanding a contractual provision to the contrary; (b) circumvent any user limits or other timing or use restrictions that are built into the Service; (c) remove any proprietary notices, labels, or marks from the Service or User Guide; (d) frame or mirror any content forming part of the Service; or (e) access the Service in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Service.

5.3 Educator Data. As between HatchCoding and Educator, Educator exclusively owns all rights, title and interest in and to all Educator Data. Educator Data is deemed Educator's Confidential Information under this Agreement. HatchCoding shall not access Educator's User accounts, including Educator Data, except to respond to service or technical problems or at Educator's request or as necessary for the operation of the Service or billing. Educator hereby grants HatchCoding a non-exclusive, non-transferable (except in connection with the permitted assignment of this Agreement), irrevocable, worldwide, royalty-free, fully paid-up license for the Term (and for thirty (30) days thereafter) to use and otherwise exploit the Educator Data as reasonably required to provide the Service. The forgoing license shall include the right for HatchCoding to use and copy the Educator Data for the purpose of creating aggregated and anonymized statistical analytics in respect to Service use and other Service and User parameters and characteristics ("Aggregated Statistics"). HatchCoding shall own all Aggregated Statistics created from the Educator Data.

5.4 Suggestions. HatchCoding shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual, unrestricted license to use or incorporate into the Service and/or any other products or services any suggestions, enhancement requests, recommendations or other feedback provided by Educator or its Users relating to the Service.

6. Confidentiality.

6.1 Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential and proprietary information of a party (the "**Disclosing Party**") disclosed to the other party (the "**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in the Order Form), the Educator Data, the Service, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

6.2 Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.

6.3 Protection. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of

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like kind (but in no event using less than reasonable care).

6.4 Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6.5 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections in this Agreement, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies may be inadequate.

7. Warranties and Disclaimers.

7.1 Warranties. Each party warrants that it has the legal power to enter into this Agreement. HatchCoding warrants that (i) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) the Service shall perform materially in accordance with the User Guide; and (iii) the Service will not contain or transmit to Educator any Malicious Code (except for any Malicious Code contained in User or Educator-uploaded materials or otherwise originating from Educator or a User).

7.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, HATCHCODING MAKES NO REPRESENTATIONS AND PROVIDES NO WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, INCLUDING ANY REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY, DURABILITY, TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. Mutual Indemnification.

8.1 Indemnification by HatchCoding. Subject to the terms and conditions of this Agreement, HatchCoding shall, at its own expense, defend Educator in any action, suit or proceeding by a third party alleging that the Service infringes or misappropriates any patent, trademark, trade secret, copyright or any other intellectual property rights of such third party (an "IP Claim") and shall indemnify and hold Educator harmless from and against any settlement amounts agreed in writing by HatchCoding and/or any losses, damages, expenses or costs (including but not limited to reasonable attorneys' fees) awarded to such third party against Educator by a court or tribunal of competent jurisdiction in such IP Claim. As conditions for such defense and indemnification by HatchCoding, (i) Educator shall notify HatchCoding promptly in writing upon becoming aware of all pending IP Claims; (ii) Educator shall give HatchCoding sole control of the defense and settlement of such IP Claims; (iii) Educator shall cooperate fully with HatchCoding in the defense or settlement of such IP Claims; and (iv) Educator shall not settle any IP Claims without HatchCoding's written consent, or compromise the defense of any such IP Claims or make any admissions in respect thereto.

8.2 Mitigation. If (a) HatchCoding becomes aware of an actual or potential IP Claim, or (b) Educator provides HatchCoding with notice of an actual or potential IP Claim, HatchCoding may (or in the case of an injunction against Educator, shall), at HatchCoding's sole option and determination: (I) procure for Educator the right to continue to use the Service; or (II) replace or modify the Service with equivalent or better functionality so that Educator's use is no longer infringing; or (III) if (I) or (II) are not commercially reasonable, terminate provision of the Service and refund to Educator any pre-paid Service fees for any periods after the termination of the Service, less any outstanding moneys owed by Educator to HatchCoding.

8.3 Exclusions. The obligations in Sections 8.1 and 8.2 do not extend to (1) any IP Claim based upon infringement or alleged infringement of any patent, trademark, copyright or other intellectual property right by the combination of the Service furnished by HatchCoding with other products, software or services not provided by

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HatchCoding; (2) any IP Claim related to any Educator Data, or (3) any IP Claim related to any use or exercise of any other right in respect to the Service outside the scope of the rights granted in this Agreement.

8.4 Indemnification by Educator. Subject to the terms and conditions of this Agreement, Educator shall, at its own expense, defend HatchCoding, its Affiliates and its and their directors, officers, employees and agents (the “HatchCoding Indemnitees”) in any action, suit or proceeding brought by a third party against any of the HatchCoding Indemnitees alleging that the Educator Data, or Educator's use of the Service in violation of this Agreement, infringes or misappropriates the intellectual property or other rights of, or has otherwise harmed, a Student or other third party (“**Educator Claims**”) and shall indemnify and hold the HatchCoding Indemnitees harmless from and against any settlement amounts agreed in writing by Educator and/or any losses, damages, expenses or costs (including but not limited to reasonable attorneys' fees) awarded to such third party against any of the HatchCoding Indemnitees by a court or tribunal of competent jurisdiction in any such Educator Claim. As conditions for such defense and indemnification by Educator, (i) HatchCoding shall notify Educator promptly in writing upon becoming aware of all pending Educator Claims; (ii) HatchCoding shall give Educator sole control of the defense and settlement of such Educator Claims; (iii) HatchCoding shall cooperate fully with Educator in the defense or settlement of such Educator Claims; and (iv) HatchCoding shall not settle any Educator Claims without Educator’s written consent, or compromise the defense of any such Educator Claims or make any admissions in respect thereto.

9. Limitation of Liability.

9.1 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE LESSER OF \$5,000 OR THE AMOUNTS ACTUALLY PAID BY AND DUE FROM EDUCATOR HEREUNDER IN THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.

9.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOST SAVINGS OR OTHER SIMILAR PECUNIARY LOSS) HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3 Certain Damages Not Excluded. NOTWITHSTANDING THE FOREGOING, NO LIMITATION OF EITHER PARTY’S LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY TO (I) DAMAGES ARISING FROM A PARTY’S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (II) DAMAGES ARISING FROM ANY INFRINGEMENT AND/OR MISAPPROPRIATION OF A PARTY’S INTELLECTUAL PROPERTY RIGHTS; (III) ANY CLAIMS FOR NON-PAYMENT; OR (IV) EACH PARTY’S INDEMNIFICATION OBLIGATIONS PURSUANT TO THIS AGREEMENT.

9.4 Beneficiaries. Every right, exemption from liability, release, defense, immunity and waiver of whatsoever nature applicable to a party under this Agreement shall also be available and shall extend to benefit and to protect such party’s Affiliates, subcontractors, agents, licensors, suppliers, directors and/or employees and for such purposes such party is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of such companies and persons in respect to such rights, exemptions, releases, defenses, immunities and waivers.

10. Term and Termination.

10.1 Term of Agreement. This Agreement shall commence as of the Effective Date and shall continue in effect for the initial term specified in the applicable Order Form or, if not so specified, a period of one (1) year for the Effective Date (such initial term referred to in this Agreement as the “Initial Term”). Thereafter, the term of the Agreement shall be automatically renewed annually on the anniversary of the Effective Date for additional one (1) year renewal terms (any such subsequent renewal terms referred to in this Agreement as a “Renewal Term”), unless

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either party gives written notice of non-renewal to the other party at least sixty (60) days prior to the end of the Initial Term or any Renewal Term hereof. Collectively, the Initial Term and any subsequent Renewal Terms shall constitute the "Term".

10.2 Termination for Cause. A party may terminate this Agreement for cause: (i) upon thirty (30) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by Educator, HatchCoding shall refund Educator any prepaid fees for any periods after the termination of the Agreement.

10.3 Outstanding Fees. Termination or expiration of this Agreement shall not relieve Educator of the obligation to pay any fees accrued or payable to HatchCoding prior to the effective date of termination or expiration of this Agreement.

10.4 Surviving Provisions. The following provisions shall survive any termination or expiration of this Agreement: Sections 4 through 11.

11. General Provisions.

11.1 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

11.2 No Third-Party Beneficiaries. Except as expressly provided in this Agreement, there are no third-party beneficiaries to this Agreement.

11.3 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) the second business day after sending by confirmed facsimile; or (iv) the second business day after sending by email. Notices to HatchCoding shall be addressed to the attention of the Legal Department. Notices to Educator shall be addressed to Educator's signatory of this Agreement unless otherwise designated below.

11.4 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

11.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

11.6 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, each party may assign this Agreement in its entirety (including the Order Form), without consent of the other party, to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its business, stock or assets. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.7 Governing Law. This Agreement shall be governed by the laws of the Province of Ontario, Canada, without regard to its conflict of law principles. No choice of laws rules of any jurisdiction shall apply to this Agreement. The application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement is expressly excluded. The parties confirm that it is their wish that this Agreement as well as all

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other documents relating to this Agreement, including notices, be drawn up in English only.

11.8 Venue; Waiver of Jury Trial. The provincial and federal courts located in Ottawa, Ontario, Canada, shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

11.9 Force Majeure. Neither party shall be responsible for its failure to perform to the extent due to unforeseen circumstances or causes beyond its control, including but not limited to acts of God, wars, terrorism, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, or strikes, labour problems (other than those involving the employees of the affected party), computer, telecommunications, Internet service HatchCoding or hosting facility failures or delays involving hardware, software or power systems not within a party's possession or reasonable control, provided that such party gives the other party prompt written notice of the failure to perform and the reason therefore and uses its reasonable efforts to limit the resulting delay in its performance.

11.10 Export. Educator acknowledges and agrees that the Service may be subject to export and import controls under the regulations of Canada, the United States and other countries, and Educator shall comply with all export and import control regulations of such countries. Educator shall not use the Service for any purposes prohibited by export laws, including, without limitation, nuclear, chemical or biological weapons proliferation. Educator shall be responsible for procuring all required permissions for any subsequent export, import or use of the Service.

11.11 Entire Agreement. This Agreement and the applicable Order Form constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any Order Form, the terms of this Agreement shall prevail unless otherwise expressly stated in such Order Form. Notwithstanding any language to the contrary therein, no terms or conditions stated in an Educator purchase order or in any other Educator order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.