

HALL PASS LEARNING SOLUTIONS LLC TERMS AND CONDITIONS

THIS AGREEMENT (this "**Agreement**") is entered into by and between Hall Pass Learning Solutions, a Pennsylvania limited liability company, at ("**HPLS**") and _____ ("**Client**"). HPLS and Client are sometimes referred to herein individually as a "**Party**," and collectively, as the "**Parties**."

1. Services. Subject to the further terms set forth herein, the Parties agree to be responsible for and otherwise perform its respective duties and services set forth on the proposal attached hereto (collectively, the "**Proposal**"), which shall be made a part of this Agreement as if fully set forth and included herein.

2. Term and Termination. The term of this Agreement is one year from the date of execution hereof. Either Party may immediately terminate this Agreement if the other Party materially breaches this Agreement or is in default of any material obligation hereunder, when such breach or default is incapable of being cured or when, being capable of cure, has not been cured within thirty (30) days after receipt of written notice of such default, or by providing thirty days written notice of its intent to cancel. Payment shall be due for all services provided, including the termination period.

3. Payment Terms. Client shall pay HPLS with respect to a particular Project in accordance with the terms set forth in the Proposal with each Contractor.

4. Independent Contractor. Each Party will perform its Services as an independent contractor of the other Party. Neither this Agreement nor either Party's performance of its Services shall create an association, partnership or relationship of principal and agent or employer and employee between HPLS and Client, and neither Party will have the right, power or authority (whether express or implied) to enter into or assume any duty or obligation on behalf of the other Party except as otherwise expressly set forth herein.

5. Representations and Warranties; Covenants; Disclaimer. HPLS agrees to perform and otherwise provide its Services in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent service providers performing comparable services in the same or similar locality. Each Party agrees that it will not knowingly provide any Services that violate or infringe upon any third party's intellectual property rights. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT AND ANY APPLICABLE SOW, EACH PARTY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING WITH RESPECT TO SUCH PARTY'S SERVICES, A PROJECT, A DELIVERABLE OR OTHERWISE.

6. Confidential Information. Each Party agrees to receive and maintain all Confidential Information in strictest confidence and shall not use Confidential Information for such Party's own benefit or disclose it to third parties without the prior written consent of the other Party, or as required by law. The obligations of the Parties under this paragraph shall survive the expiration or termination of this Agreement for any reason for a period of three (3) years thereafter and shall be binding on the Parties and their successors, assigns, heirs, executives, administrators and other legal representatives.

7. Dispute Resolution. This Agreement shall be governed and construed by the laws of the Commonwealth of Pennsylvania, without reference to its principles of conflicts of law, in a court in Philadelphia, PA.

Signature

Printed Name

Date