



Master Services Agreement

This **Master Services Agreement** ("Agreement") is made effective **<June 3, 2025>** ("Effective Date") by and between **<Monterey County Information Technology Department >**, a **<County Government>** with offices at **<1590 Moffett St Salinas CA 93905>** ("Customer") and **Global Knowledge Training LLC**, a Delaware limited liability company with offices at 300 Innovative Way, Suite 2210, Nashua, NH 03062 and its subsidiaries (collectively, "Global"). (Customer and Global are individually referred to as a "Party" and, collectively, the "Parties").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. **Services** Customer engages Global to perform Services (as defined below) from time to time, as specifically agreed and described in a Statement of Work ("SOW"). Each SOW shall be attached as a schedule to this Agreement, shall be deemed to incorporate the terms and conditions of this Agreement as if set forth in full, and shall constitute a separate and independent contract for the Services described therein. Upon mutual execution of a SOW by the Parties, Global accepts the engagement and agrees to perform the Services in accordance with the terms therein. Each SOW shall specify the Services to be provided by Global, the price, payment schedule, delivery schedule, and acceptance criteria for such Services, and, if applicable, detailed technical and administrative requirements for the Services. "Services" shall mean, as applicable, consulting, integration, implementation, installation, maintenance, support, design, development, training, management, and any other work provided by Global in connection with meeting Global's responsibilities under this Agreement and corresponding SOWs, and all other work performed for Customer, the performance of which the Parties agree shall incorporate this Agreement.

1.1 **Staffing** If Global assigns employees or agents to perform the Services or any portion of this Agreement, then such parties shall be adequately trained and equipped to perform the Services and informed of the relevant terms and conditions of this Agreement.

1.2 **Direction** Customer may designate one or more Customer team member(s) in each SOW who shall coordinate Global's Services, and Global shall only accept direction from such designated team member(s). Global may adopt such arrangements as it may desire with regard to the details of the Services performance.

2. Fees and Expenses

2.1 **Fees** Customer shall pay Global for Services rendered under this Agreement in accordance with the fee structure specified in the applicable SOW. Global shall submit invoices to Customer as set forth in the SOW and Customer shall make payment within thirty (30) days of receipt of such invoice.

2.2 **Expenses** Global shall be entitled to reimbursement by Customer of certain expenses in accordance with the terms of any applicable SOW.

2.3 **Taxes** Customer shall pay all taxes, including without limitation Value Added Tax, goods and services tax, sales tax, or use tax, and all duties, which are due in connection with the Services. This does not include taxes upon Global's income, which shall be the sole responsibility of Global.

3. **Intellectual Property Rights** Unless otherwise set forth in a SOW, the following intellectual property provisions shall apply to all Services:

3.1 **Ownership of Course Materials** Customer shall acquire no rights to the intellectual property embodied within Course Materials, defined as those materials that are delivered to students or otherwise used in the presentation of courses that are generally available to Global's other customers. Course Materials include, without limitation and by way of example only, textbooks, manuals, handouts, templates, software, and outlines. Each Customer student who attends a Global course ("Student") shall receive a copy of, or access to, the applicable Course Materials for that course. Nothing in this **Subsection 3.1** is intended to restrict Student from using general underlying methodologies, techniques, or know-how learned in the course of receiving Services from Global.

3.2 **Ownership of Background IP** Each Party retains ownership of all right, title, and interest to all proprietary information, technology, materials, or products (including know-how, techniques, methodologies, concepts, and ideas) which were developed and owned by the respective Party prior

to the effective date of, or are developed independently of, this Agreement or applicable SOW (hereinafter "Global Background IP" or "Customer Background IP," as applicable).

3.3 **Design and Development Services** When Global is providing design or development work, the following intellectual property provisions shall apply:

3.3.1 **Work Product** For purposes of this **Subsection 3.3**, Work Product shall be defined as original works of authorship commissioned by Customer and developed exclusively for Customer pursuant to a SOW. Unless otherwise explicitly specified, Work Product does not include any Course Materials or Global Background IP.

3.3.2 **Ownership of Work Product** Customer shall own all worldwide right, title, and interest in and to the Work Product, and any intellectual property associated therewith, as well as any modifications, enhancements, or derivatives thereof. Global hereby assigns, and shall cause Global employees, contractors, and agents to assign, to Customer without further consideration all of its and their right, title, and interest in and to the Work Product, free and clear of all encumbrances. Global acknowledges, and shall cause applicable Global employees, contractors, and agents to acknowledge, that Customer shall have the right to obtain and hold in its own name any intellectual property rights in and to the Work Product.

3.3.3 **Use of Customer Background IP** Customer grants, and shall grant, to Global and any Global employees, agents, or contractors performing development or design work under the applicable SOW, a limited, non-exclusive, non-transferable, revocable license to use, copy, modify, disclose, and display Customer Background IP that has been provided to Global, or is otherwise accessible by Global, to the extent necessary for the design or development of Work Product. The license granted under this **Subsection 3.3.3** shall expire and terminate upon the expiration or termination of the applicable SOW.

3.3.4 **Use of Global Background IP** To the extent Global Background IP is incorporated into and/or contained in the Work Product, Global grants a nonexclusive, worldwide, paid-up, royalty-free, irrevocable, transferrable, and perpetual license and right to use, disclose, reproduce, sublicense, modify, prepare derivative works of, sell, and display such Global Background IP to and for the benefit of Customer. For purposes of clarification, the license granted in this **Subsection 3.3.4** applies only to the specific Global Background IP that is actually incorporated in, or contained within the Work Product, and only to the extent such Global Background IP remains incorporated or contained within such, and shall not extend to any other Global Background IP.

3.4 **Consulting Services** When Global is providing consulting work for Customer pursuant to a SOW, the following intellectual property provisions shall apply:

3.4.1 **Use of Customer Background IP** Customer grants, and shall grant to Global and any Global employee, contractor, or agent performing consulting services under the applicable SOW, a limited, nonexclusive, non-transferable, revocable license, to use, reproduce, and disclose any Customer Background IP that has been provided to Global or is otherwise accessible by Global to the extent necessary for the performance of consulting services under the applicable SOW. The license provided under this **Subsection 3.4.1** shall expire and terminate upon the expiration or termination of the applicable SOW.

3.4.2 **Use of Global Background IP** To the extent Global provides Customer with Global Background IP in connection with or otherwise incorporated into a report, recommendation, or analysis, Global grants to

Customer a worldwide, paid-up, royalty-free, irrevocable, and perpetual license and right to use, copy, or modify such Global Background IP as necessary in order to benefit from the Services, but only in connection with the internal business operations of Customer. Notwithstanding the foregoing, the license granted in this **Subsection 3.4.2** shall not apply to Course Materials, the intellectual property rights of which shall be determined in accordance with **Subsection 3.1**.

3.5 Third-Party Materials Global shall not incorporate any third-party materials into the Work Product unless Global has obtained from the third party the right to transfer or otherwise make available such third-party materials to Customer and Customer's subsidiaries, divisions, and affiliates (and their successors, assignees, service providers, agents, and third parties) for access, use, modification, installation, and creation of derivative works as incorporated into the Work Product.

4. Confidentiality and Non-Disclosure In connection with this Agreement, either Party may find it beneficial to disclose to the other Party certain Confidential Information. "Confidential Information" shall mean certain confidential or proprietary information in written, oral, or other tangible or intangible forms, which may include but is not limited to discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs and media, disks, diskettes, tapes, trade secrets, marketing plans, pricing, partner agreements, customer names, and other confidential or proprietary technical, financial, or business information. Confidential Information that is provided in tangible form, including electronic mail, shall be clearly marked by the disclosing Party as confidential, proprietary, or the like. If provided orally, including information conveyed to an answering machine, voice mail box, or similar medium, it shall be deemed to be Confidential Information if it is clearly identified by the disclosing Party, prior to or contemporaneously with such disclosure, as confidential or proprietary.

4.1 Duty of Care Parties shall: i) hold the other Party's Confidential Information in confidence with the same degree of care with which it protects its own confidential or proprietary information, but in no event less than reasonable care; ii) disclose Confidential Information solely on a "need-to-know" basis to its employees and agents (provided any such employee/agent is bound by a written confidentiality agreement containing terms no less stringent than those contained in this Agreement) and advise them of their confidentiality obligations; and iii) unless done so as reasonably necessary and in furtherance of providing Services under this Agreement, not disclose, copy, distribute, or otherwise use such Confidential Information or knowingly allow anyone else to do so, and ensure any and all copies bear the same notices or legends as the originals.

4.2 Exclusions The following are not considered Confidential Information, and neither Party shall have an obligation to preserve the confidential or proprietary nature of any such information that: i) was already known by the receiving Party prior to disclosure as evidenced by written records; ii) is or becomes publicly known through no wrongful act of the receiving Party; iii) is rightfully received from a third party having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; iv) is independently developed by an employee or agent of the receiving Party who did not have direct or indirect access to Confidential Information; v) is approved for release by written authorization of the disclosing Party; or vi) basic employee business contact information. Furthermore, either Party may disclose Confidential Information following an order of a government agency or a court, provided due notice and an adequate opportunity to intervene are given to the disclosing Party (unless such notice is prohibited by the order).

4.3 Breach In the event the receiving Party discloses, disseminates, or releases any Confidential Information of the disclosing Party in a manner not authorized by this Agreement, such disclosure, dissemination, or release shall be deemed a material breach of this Agreement. The Parties acknowledge and agree that any breach of this **Section 4** by the receiving Party will cause irreparable harm to the disclosing Party for which a monetary award will be insufficient and, therefore, the disclosing Party shall be entitled to seek all available equitable remedies, including without limitation specific performance and injunctive relief. Nothing contained in this Agreement shall be construed to preclude either Party from using, marketing, licensing, and/or selling any independently developed technology, software, or data processing information or material that is similar or related to the Confidential Information of either Party disclosed under this Agreement, provided that the Party has not done so in breach of this Agreement.

4.4 Effect Each Party's obligations under this **Section 4** shall survive (i) with respect to Confidential Information that constitutes a trade secret, at all times during the term of this Agreement and at all times thereafter so long as such information remains a trade secret; and (ii) with respect to Confidential Information that does not constitute a trade secret, at all times during the term of this Agreement and for a period of three (3) years thereafter. Upon request by the disclosing Party, the receiving Party shall promptly return all Confidential Information in tangible form to the disclosing Party or certify that the disclosing Party's Confidential Information has been destroyed or erased. Notwithstanding anything to the contrary, a Party is entitled to retain records of Confidential Information that are necessary for internal recordkeeping purposes or compliance with applicable statutes and regulations, provided that such Confidential Information will continue to be maintained in confidence in accordance with the terms of this Agreement.

5. Non-Solicitation The Parties acknowledge that the Parties are involved in a highly strategic and competitive business, and a Party would gain substantial benefit and the other Party would be deprived of such benefit if a Party were to directly hire any personnel employed by the other Party and who is directly involved in an engagement hereunder. Without the prior written consent of the other Party, neither Party shall solicit, employ, or otherwise retain the services of any personnel directly involved in the engagement who is employed or contracted by the other Party during the Term of this Agreement and for a period of one (1) year following the termination or expiration of this Agreement, provided, however, that the foregoing restriction shall not apply to the (i) employment of any person who has not been employed by the other Party for more than one (1) year, or (ii) who responds to any general recruitment advertisement by a Party without having been specifically targeted or approached by the other Party.

6. Insurance / Indemnification

6.1 Insurance Each Party agrees to maintain at its own expense, during the term of this Agreement, insurance that it reasonably believes to be adequate to cover its potential liability under this Agreement.

6.2 General Indemnification Each Party shall defend, indemnify, and hold harmless the other Party against any suit, claim, or proceeding (collectively "Claims") brought by a third party for direct damages due to bodily injury (including death) or damage to tangible property that allegedly result from the negligence or willful misconduct of the indemnifying Party during the performance of this Agreement. The indemnified Party shall notify the indemnifying Party of any Claim and shall cooperate with the indemnifying Party in the defense of such Claim. The indemnified Party shall have the right, but not the obligation, at its own expense, to participate in the defense of the Claim. In no event shall the indemnifying Party, without the indemnified Party's prior written consent, which consent shall not be unreasonably withheld, acquiesce to any judgment or enter into any settlement of a Claim that adversely affects the indemnified Party's rights or interests or settle any Claim if such settlement arises from or is part of any criminal action, suit, or proceeding or contains a stipulation or acknowledgement of any liability or wrongdoing (whether in contract, tort, or otherwise) on the part of the indemnified Party.

6.3 Intellectual Property Infringement Indemnity Global, at its own expense, shall indemnify, defend, and hold harmless Customer, its subsidiaries, affiliates, or assignees, and its and their directors, board members, officers, employees, agents, and shareholders against any action brought against the same with respect to any claim, demand, cause of action, debt or liability (including reasonable attorneys' fees and costs) to the extent based on a claim that any of the Services or deliverables provided under a SOW infringes, violates, or misappropriates any patents, copyrights, trade secrets, licenses, or other intellectual property rights of any third party. Customer shall promptly provide Global with written notice of any claim that Customer believes falls within the scope of this **Section 6.3**. Customer may, at its own expense, assist in such defense if it so chooses, provided that Global shall control such defense and all negotiations relative to the settlement of any such claim.

6.3.1 Exceptions Global shall have no liability for any claim, suit, action, or proceeding alleging copyright infringement to the extent that such claim, suit, action, or proceeding results from: (i) any modification or attempted modification of the Services or associated materials by Customer without Global's authorization, (ii) any failure of Customer to implement

changes to the deliverables supplied by Global, or (iii) the use of the deliverables in any manner not authorized by Global, and (iv) a deliverable or use of a deliverable developed, designed, or supplied by Global in accordance with any design or any special instruction, information, or intellectual property furnished by Customer. Customer shall defend, indemnify, and hold harmless Global, its subsidiaries, affiliates, or assignees, and its and their directors, board members, officers, employees, agents, and shareholders from and against any loss, cost, expense, damage, settlement or other liability, including but not limited to reasonable attorneys' fees, which may be incurred with respect to any suit, action, claim, or proceeding related to any exception described in this **Subsection 6.3.1**.

6.3.2 In the event an infringement claim is asserted against Customer, Global may, in its sole discretion, (i) obtain a license authorizing use of the allegedly infringing material, (ii) modify or replace the material to make it non-infringing, or (iii) demand that Customer return all the allegedly infringing material and refund Customer the depreciated value of the allegedly infringing materials (as carried on the books of Customer).

6.3.3 THE OBLIGATIONS AND REMEDIES SET FORTH IN THIS **SUBSECTION 6.3** ESTABLISH THE ENTIRE OBLIGATION OF THE PARTIES IN REGARD TO CLAIMS RELATING TO INTELLECTUAL PROPERTY RIGHTS, INCLUDING CLAIMS DIRECTED TO THE INFRINGEMENT OF PATENTS, COPYRIGHT, TRADE SECRETS, AND OTHER PROPRIETARY RIGHTS. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IN NO EVENT AND UNDER NO THEORY OF LIABILITY SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST REVENUES OR PROFITS OR OTHER ECONOMIC LOSS OF ANY NATURE WHATSOEVER, ARISING FROM SUCH INFRINGEMENT CLAIMS AND/OR RELATED MATTERS.

6.4 Limitations on Indemnification and Liability Notwithstanding anything to the contrary in this Agreement and regardless of whether any remedy herein fails of its essential purpose, under no circumstances and under no theory of liability shall either Party be liable to or through the other for lost profits, lost savings, loss of information, loss of business opportunity or data, or any other economic losses, or any special, indirect, consequential, or incidental damages, however caused, arising in any way out of (i) any performance or failure to perform under this Agreement or (ii) the sale, license, use, or inability to use any product, service, or the Services, even if a Party has been advised of the possibility of such damages.

7. Warranty

7.1 Global Warranty Global represents and warrants as follows:

7.1.1 Global, its employees, agents, and/or subcontractors, if any, at all times during the performance of their respective duties under this Agreement and applicable SOW(s) shall adhere to the ethical practices and standards of care and competence commensurate with industry-wide standards.

7.1.2 All Services provided shall be performed in a professional, competent, and workmanlike manner, and any warranties of additional scope given by Global to Customer shall apply.

7.1.3 All Services will conform with the specifications and other requirements set forth under an applicable SOW.

7.1.4 If Services fail to comply with the applicable specifications, Global will, at its sole option, re-perform, replace, or modify the non-conforming Service so that it substantially complies with the applicable specifications and SOW requirements and is no longer non-conforming. Global's sole obligation and Customer's exclusive remedy under the warranty provisions of this **Section 7** shall be limited to re-performance, modification, or replacement of the defective Services, provided that if Global is unable to re-perform, modify, or replace the non-conforming Services as required hereinabove, Global shall refund to Customer any pre-payments allocable to the non-conforming Services.

7.1.5 Global agrees that these warranties shall survive acceptance of the Services by Customer. The warranties shall inure to the benefit of Customer and its successors and permitted assigns.

7.2 Customer Warranty Customer represents and warrants as follows:

7.2.1 Customer, its employees, agents, and/or subcontractors, shall not provide Global with any personally identifiable information pertaining to Customer's employees, customers, affiliates, or otherwise without first obtaining consent of such individuals.

7.2.2 To the extent Customer provides materials to be used by Global or otherwise incorporated into the Services or deliverables, Customer has

all necessary rights, title, interest, and/or license to provide such materials to Global, and such materials or the authorized use thereof do not and will not infringe the intellectual property rights of a third party.

7.3 THE WARRANTIES, OBLIGATIONS, AND CONDITIONS SET FORTH IN THIS **SECTION 7** CONSTITUTE THE ONLY WARRANTIES, OBLIGATIONS, OR CONDITIONS OF GLOBAL WITH RESPECT TO THE SERVICES. FURTHERMORE, THE REMEDIES SET FORTH IN THIS **SECTION 7** ARE THE SOLE AND EXCLUSIVE REMEDIES IN THE EVENT SUCH WARRANTIES OR CONDITIONS ARE BREACHED BY GLOBAL. THE WARRANTIES AND CONDITIONS UNDER THIS **SECTION 7** ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, WRITTEN OR ORAL, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. Independent Contractor The relationship of Global to Customer is that of an independent contractor and nothing shall be construed as creating an employment, agency, or representative relationship. Global shall be obligated to pay any and all state, federal, and employment taxes applicable to Global, its employees, agents, and/or subcontractors. Customer shall not be responsible to Global, its employees, agents, and/or subcontractors, or any governing body for any payroll-related taxes related to performance of the Services or any benefits to Global, its employees, agents, and/or subcontractors. Global shall not be considered an agent of Customer for any purpose whatsoever and shall not represent itself as an agent of Customer to anyone, nor shall Global have the right to, and shall not, commit Customer to any agreement, contract, or undertaking.

8.1 Non-Exclusivity This Agreement is non-exclusive and nothing in this Agreement shall prevent either Party from: (i) entering into the same or similar relationship with others; (ii) marketing or developing similar competing relationships with others; or (iii) pursuing any business opportunities or concepts independently of the other Party.

9. Term and Termination

9.1 Term This Agreement will begin on the Effective Date and will remain in effect until the earlier of (i) a period of eighteen (18) consecutive months with no effective SOW under this Agreement, or (ii) it is otherwise terminated by either Party in accordance with this Agreement ("Term").

9.2 Termination for Cause Either Party may terminate this Agreement immediately upon providing notice to the other Party in the event the other Party fails to perform one or more of its material obligations provided for in this Agreement.

9.3 Effect of Termination Upon expiration or termination of this Agreement Global shall promptly destroy or deliver to Customer: i) any and all Customer Confidential Information, Customer property, and any other Customer information, documentation, or otherwise that is in Global's possession; ii) a statement indicating as of the expiration or termination date any unbilled invoices; and iii) a final report of all outstanding Services as of such date.

10. General Provisions

10.1 Agreement This Agreement and the SOWs attached hereto and incorporated herein by reference constitute the entire agreement of the Parties and supersede all prior and contemporaneous written or oral agreements, understandings, and negotiations between the Parties for the performance of Services, with the exception of any prior confidentiality agreements that may exist between the Parties. This Agreement is intended by the Parties as the final written expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. Any terms on Customer's product schedule, purchase order, or other ordering document shall have no force or effect, and Global's subsequent performance of Services or provision of products shall not constitute acceptance of such terms. Subject to **Section 3** of this Agreement, certain products, services, and materials may contain additional terms and conditions that are applicable solely in regards to those products and services. In the event Customer rejects such terms and conditions, Customer may receive a refund of any prepaid amounts for such rejected products or services, provided Customer promptly communicates its rejection and returns any applicable materials associated with the rejected products or services to Global. To the extent that any provision of any SOW attached to and incorporated herein is inconsistent with or conflicts with any provision of this Agreement, the specific provision of

the SOW shall take precedence over this Agreement for that SOW only. Except as expressly stated otherwise in this Agreement or a SOW, no waiver, change, supplementation, or modification of any of the terms of this Agreement or SOW shall be binding on either Party unless it is made in writing and signed by an authorized representative of each Party.

10.2 Governing Law The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of New York, United States, as if performed wholly within the state without giving effect to the principles of conflicts of law, Uniform Commercial Code, or any international treaties or conventions, including the International Convention on the Sale of Goods.

10.3 Compliance With Laws Global shall, in its conduct of business and its performance of the Services and all of its other obligations pursuant to this Agreement, comply with all applicable national, state, and local statutes, rules of law, ordinances, regulations, and regulatory orders.

10.4 Assignment This Agreement and the rights, duties, and obligations hereunder may not be assigned or delegated by either Party without the prior written consent of the other Party. Any attempted assignment or delegation is wholly void and totally ineffective for all purposes. Notwithstanding the aforementioned, prior consent is not required for any assignment or delegation to a Party's successor of substantially all of a Party's business or assets, whether by merger, sale of assets, sale of stock, reorganization, or otherwise. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

10.5 Parties in Interest Except as expressly provided in controlling law or as expressly agreed by the Parties to this Agreement, nothing in this Agreement shall confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties to this Agreement and their respective successors and assigns, nor shall anything in this Agreement relieve or discharge the obligation or liability of any third person to any Party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any Party to this Agreement.

10.6 Severability Should any term or provision of this Agreement be finally determined by a court of competent jurisdiction to be void, invalid, unenforceable, or contrary to law or equity, the offending term or provision shall be modified or limited (or if strictly necessary, deleted) only to the extent required to conform to the requirements of law and the remainder

of this Agreement (or, as the case may be, the application of such provisions to other circumstances) shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law, and the Parties shall use their best efforts to substitute for the offending provision new terms having similar economic effect.

10.7 Waiver Any waiver of any right or default shall be effective only in the instance given and shall not operate as or imply a waiver of any similar right or default on any other occasion. The failure of either Party to insist upon strict performance of any provision of this Agreement or to exercise any right provided for herein shall not be deemed to be a waiver of the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving Party to enforce any other provision or right herein.

10.8 Survival The provisions of this Agreement that, by their sense and context, are reasonably intended to survive the completion, expiration, or termination of this Agreement shall so survive.

10.9 Counterparts This Agreement shall be effective either when signed directly or in counterpart by the duly authorized representatives of Customer and Global.

10.10 Force Majeure Neither Party shall be deemed in default of this Agreement to the extent that performance of the Party's respective obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, act of government, or any other unforeseeable condition beyond the reasonable control of such Party, provided that such Party gives the other Party written notice of the condition within ten (10) business days of discovery. If proper notice is given, the time for performance or cure shall be extended for a period of time equal to the duration of the force majeure event as otherwise agreed between the Parties.

10.11 Notices Any required notices shall be made in writing and deemed given upon delivery to the addressee, receipt required. Notices should be sent to the addresses below.

10.12 Headings The headings in this Agreement are for identification only.

10.13 Equal Opportunity Global does not discriminate against employees or contractors based upon race, creed, color, national origin, sex, age, disability, marital status, or any other classification protected by federal, state, or local law. Global requires all contractors and vendors to have and adhere to similar policies for non-discrimination.

Signature* by each Party indicates that it has read, understands and agrees to the Agreement terms and conditions.

Customer

Global Knowledge Training LLC

Signature _____ date _____
Name: _____
Title: _____
Address: _____

Signature _____ date _____
Name: _____
Title: _____
Address: 300 Innovative Way, Suite 2210
Nashua, NH 03062

*Note: Signature may only be by an individual authorized in writing to legally bind the organization.