



SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "**Agreement**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between Zeal Education Group, LLC, a Connecticut limited liability company (the "**Company**") and the undersigned person named below as Client ("**Client**"). (Company and Client being collectively referred to herein as the "**parties**" and individually as a "**party**"). The parties hereby agree as follows.

1. SERVICES AND PAYMENT

1.1. The Company will provide to Client the consulting, technical or other professional services ("**Services**") set forth in one or more orders ("**Order**") as the parties may agree to from time to time. Additional Orders shall be deemed issued and accepted only if signed by each of the parties. Each Order shall specify the nature and timing of the Services, including milestones and/or deliverables, if any, to be provided to the Client ("**Deliverables**"), the compensation to be charged and paid for such Services and Deliverables and any other matters as the parties consider appropriate.

1.2. Client shall pay Company for the Services in accordance with each Order ("**Fees**"). Unless otherwise agreed to in an Order, (a) all Fees are due net 30 days from date of invoice, (b) Fees are quoted and payable in United States dollars, (c) payment obligations are non-cancelable and all Fees are nonrefundable in all respects except as otherwise provided for in this Agreement or applicable Order, and (d) Client shall reimburse Company for all reasonable expenses incurred in accordance with any Order, so long as such expenses are preapproved by Client. All Fees will be paid in full to the Company without demand or deduction, offset, abatement, diminution or reduction of any description and Client waives any right of setoff.

1.3. Client will have 15 days from receipt of an invoice to contest an amount due or payable on the invoice, otherwise the invoice will be deemed accepted, due and payable by Client. If Client contests an amount on an invoice, Client must provide the Company with a written notification within the 15-day period describing in reasonable detail the basis for contesting the amount and Client will timely pay the undisputed portion of such invoice. The parties will exercise good faith efforts to resolve any invoice dispute within 30 days from the date Client first provided notice within the 15-day period.

1.4. Client will be responsible for all sales, use, excise, service, value-added, consumption or other similar taxes, duties and charges imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder or otherwise related to Client's receipt of the Services; provided, however, that in no event shall Client be responsible for any taxes imposed on the Company's net income, revenue, personnel or real or personal property.

1.5. Client will (a) designate at least one employee with knowledge of Client's business as its primary contact to be available for communication with Company in providing the Services, (b) provide Company with accurate and complete information and timely decisions and approvals, upon which Company will be entitled to rely, (c) provide Company with such assistance and access as Company may reasonably request, including by making available to Company, at no charge, all personnel, information, licenses and services reasonably required by Company for the performance of the Services, and (d) procure all necessary rights, permissions, authorizations, permits, licenses and consents required for Company to perform the Services.

2. TERM AND TERMINATION

2.1. The initial term of this Agreement shall be for the period beginning on the Effective Date and ending on the third anniversary of the Effective Date ("**Initial Term**"). On the third anniversary of the Effective Date and on each subsequent anniversary of the Effective Date thereafter, this Agreement shall automatically renew for a period of 12 months ("**Renewal Term**" and together with the Initial Term, the "**Term**") unless a party notifies the other party in writing within 60 days of the Renewal Term of its intent not to renew the Agreement. Any Order in effect shall continue to remain in effect until such Order expires in accordance with the terms of the Order. Notwithstanding any other provision of this Agreement to the contrary, this Agreement or any Order may be terminated at any time in accordance with Sections 2.2, 2.3 or 2.4.

2.2. Either party may terminate this Agreement upon [60 days] prior written notice to the other party. Any

termination under this Section 2.2 shall not terminate an Order. Upon notice of termination under this Section 2.2, no new Orders will be accepted. Except as set forth in Sections 2.3 or 2.4, all existing Orders will continue to remain in effect until the Services are completed in accordance with the terms of the Order.

2.3. Either party may terminate this Agreement or an applicable Order, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party (a) materially breaches this Agreement, and such breach is incapable of cure, or in respect of a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach; (b) makes a general assignment for the benefit of creditors; (c) files a voluntary petition in bankruptcy; or (d) involuntarily or voluntarily dissolves or liquidates.

2.4. Notwithstanding any other provision of this Agreement to the contrary, the Company may terminate this Agreement or applicable Order, or suspend services, on written notice to Client, if Client fails to pay any amount when due hereunder and (a) such failure continues for five days after delivery of notice of nonpayment to Client or (b) Client fails to make timely payments three or more times in any 12 month period.

2.5. Upon termination of this Agreement or any Order, the Company shall cease performing all related Services, shall promptly invoice Client, and Client shall pay the Company in accordance with Section 1 for all Services rendered and expenses incurred prior to the effective date of such termination.

2.6. The rights and obligations of the parties set forth in this Section 2.6 and Sections 2.5, 3, 4.3, 5, 7, 9, 10, and 11 and any other right or obligation that by its nature should survive termination of this Agreement shall survive any termination of this Agreement.

3. NONDISCLOSURE OF CONFIDENTIAL INFORMATION

3.1. If the parties have entered into a separate mutual non-disclosure agreement ("**NDA**"), then, in the event of a conflict between the NDA and this Section 3, this Section 3 shall prevail.

3.2. During the term of this Agreement, the party that receives or has access to Confidential Information (as defined below) (the "**Receiving Party**") of the other party (the "**Disclosing Party**") shall (a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the Disclosing Party's Confidential Information or permit it to be accessed or used for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (c) not disclose any such Confidential Information except the Receiving Party's officers, employees, consultants, contractors, subcontractors, representatives, agents and authorized persons (collectively "**Representatives**"), who have a need to know the Confidential Information for purposes of assisting the Receiving Party, or acting on its behalf, in exercising its rights or performing its obligations under this Agreement.

3.3. At the written request of the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party or destroy the Disclosing Party's Confidential Information in its possession or under its control; *provided, however*, that the Receiving Party shall be permitted to retain a back-up copy of such Confidential Information as required by applicable law or internal compliance policies, which retained Confidential Information shall continue to be subject to the provisions of this Section 3.

3.4. For purposes of this Agreement, the term "**Confidential Information**" means all information, material and data of the Disclosing Party relating to past, present or future business affairs, including, research, development, equipment, sales information, products, pricing information, marketing methods and plans, operations and systems that (a) is clearly labeled or designated in writing as confidential or proprietary, (b) the Receiving Party is advised is proprietary or confidential in writing, or (c) in view of the nature of such information and/or the circumstances of its disclosure, the Receiving Party knows or reasonably should know is confidential or proprietary; *provided, however*, that Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of the Receiving Party's (or its Representative's) breach of this Section 3; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was in the Receiving Party's (or its Representative's) possession prior to the disclosure hereunder; or (iv) was or is independently developed by the Receiving Party without using any Confidential Information.

3.5. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, then it may do so without liability hereunder if, prior to making such disclosure, it uses commercially

reasonable efforts to notify the Disclosing Party of such requirement to afford the Disclosing Party the opportunity to seek, at the sole cost of the Disclosing Party, a protective order or other remedy.

3.6. Any use or disclosure of the Disclosing Party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the Disclosing Party irreparable damage for which remedies other than injunctive relief may be inadequate. The Disclosing Party may seek injunctive or other equitable relief in the event of any breach of this Section 3.

4. WARRANTIES; DISCLAIMER

4.1. The Company warrants to Client that (a) the Services will be provided in a professional and workmanlike manner, in accordance with the performance standards generally prevailing in the industry at the time the Services are provided; (b) the Services will be performed in all material respects in accordance with the specifications provided in the applicable Order, if any ("**Specifications**"); and (c) the Company will comply in all material respects with all applicable laws in connection with the provision of the Services. Company's sole obligation and Client's sole and exclusive remedy for any breach of the warranty set forth in this section is for Company, at its option, to re-perform the defective Services or Deliverables or refund the applicable Fees paid by Client for such defective Services as further set forth in Section 6.2 below.

4.2. Client shall make available to the Company all data, facilities, resources, documentation and other information reasonably requested by the Company to enable the Company to perform the Services hereunder. Company shall be provided an extension of time for delivery of the Services in the event Company is delayed or prevented from performing due to an act or omission, or failure to act by Client. Should Company be precluded, prevented or delayed from performing its Services caused by Client or any person acting on behalf of Client for a period extending beyond 30 days, Company shall have the right to terminate the applicable Order or Orders subject to such delay and Client will be obligated to pay all amounts under the applicable Order up to the date of the termination plus any third party costs incurred by Company on behalf of or for the benefit of Client that are not cancellable or refundable.

4.3. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 4.1, THE SERVICES AND DELIVERABLES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND. COMPANY AND ITS REPRESENTATIVES DO NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES AND DELIVERABLES. COMPANY AND ITS REPRESENTATIVES DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY COMPANY OR ITS REPRESENTATIVES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF COMPANY'S OBLIGATIONS HEREUNDER. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS.

5. INTELLECTUAL PROPERTY

5.1. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to Client under this Agreement or prepared by or on behalf of the Company in the course of performing the Services, except for any Confidential Information of Client, shall be owned by the Company. The Company hereby grants Client a license to use the Intellectual Property Rights in the Services and/or Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free basis to the extent necessary to enable Client to make reasonable use of the Deliverables and the Services.

6. CHANGE ORDERS; ACCEPTANCE TESTING

6.1. If in either party's reasonable judgment there is a material change in the scope, duration, requirements, assumptions or dependencies described in an Order, then the parties shall negotiate an appropriate change order in good faith and on commercially reasonable terms which shall be memorialized in a mutually executed change order or addendum to the applicable Order (collectively, "**Change Order**"). Company reserves the right to suspend performance of Services until a Change Order is mutually agreed upon and signed by both parties.

6.2. Unless different acceptance testing provisions are set forth in an Order, upon completion of Deliverables, if any, Client shall have five days in which to accept or reject such Deliverable. If within such period Client provides the Company with written notification specifying in reasonable detail the manner in which the Deliverable does not materially conform to the Specifications or as otherwise set forth in the Order, the Company shall have an additional 10 days, or such longer period as may be required to implement such changes as shall be reasonably required to bring the Deliverable in material conformity with the Specifications or as otherwise set forth in the Order. The Company shall notify Client of all corrections it made to the Deliverable and re-perform the Services or submit the revised Deliverable to Client. If the Services continue to not conform materially to the Specifications or as otherwise set forth in the Order, then the parties may agree that (a) Client may accept the Services or Deliverable in the then current state; (b) request that the Company make additional corrections to the Services according to a schedule mutually agreed upon by the parties; or in the event the parties cannot agree to the preceding Sections 6.2(a) or 6.2(b), then terminate the applicable Order. Acceptance shall be deemed to have occurred five days after Client's receipt of such Services or Deliverables absent a written rejection delivered in accordance with the above provisions.

7. LIMITATION OF LIABILITY

7.1. IN NO EVENT SHALL EITHER PARTY HERETO BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, LOST SALES OR ANTICIPATED ORDERS OR LOSS OF DATA OR GOODWILL OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER OR NOT SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE,

7.2. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT OR RELATED TO ANY ORDER ISSUED HEREUNDER, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID TO THE COMPANY UNDER THE APPLICABLE ORDER FOR THE SERVICES RENDERED DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. NO ACTION, REGARDLESS OF FORM, ARISING FROM OR RELATING TO THIS AGREEMENT, MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER DELIVERY OF THE SERVICE THAT WOULD BE THE SUBJECT MATTER OF SUCH ACTION.

8. INDEPENDENT CONTRACTOR; COMPANY PERSONNEL

8.1. The Company is an independent contractor and not a partner, employee, agent or joint venturer of Client. Neither party shall have the authority, nor will either party represent that it has any authority, to enter into agreements on behalf of the other party.

8.2. Each party shall be solely responsible for all taxes, withholdings, payments, reports, and other obligations regarding their respective agents and employees as required by applicable law, including laws pertaining to social security, unemployment compensation, workers' compensation, and income tax withholding.

8.3. Company may use its employees, contractors, subcontractors and other authorized third parties for the performance of its obligations under this Agreement or Order. Company's obligations under this Agreement shall be binding upon each person that Company may use to perform the Services, and Company shall be responsible for (a) informing those persons of such obligations, and (b) requiring each such person's compliance with obligations appropriate for the performance of the Services under this Agreement.

9. NON-SOLICITATION

9.1. During the term of this Agreement and for a period of 12 months thereafter, neither party hereto shall, without the prior written consent of the other party, solicit for employment any employee of the other party who was engaged in the performance of this Agreement; *provided, however*, that the foregoing shall not apply to (a) generalized searches for employees by use of advertisements in the media that are not targeted at the employees of the other party or by use of search firms, (b) any employee that has been terminated by the other party prior to the commencement of employment discussions between such party and such employee or (c) responding to any employee who contacts such party at his or her own initiative without any prior direct solicitation.

10. DISPUTE RESOLUTION

10.1. The parties will use their reasonable efforts to resolve any Claim (as defined below) arising out of or

relating to this Agreement through good faith negotiation in the spirit of cooperation. Any party ("**Notifying Party**") may give the other party ("**Noticed Party**") written notice of a Claim. Within 15 days after delivery of such notice, the Noticed Party will submit to the other a written response. The notice and the response will include (a) a statement of the delivering party's position and a summary of arguments supporting that position, and (b) the names and titles of the persons representing the delivering party who will participate in such discussions. Such persons shall include an executive who is at a higher level of management than the person with direct responsibility for administration of this Agreement. Within 15 days after delivery of the Noticed Party's notice, the executives of both parties will confer at a mutually acceptable time and place to attempt to resolve the Claim. Unless otherwise agreed in writing by the negotiating parties, the above-described negotiation shall end at the close of the first meeting of executives described above. Such closure shall not preclude continuing or later negotiations, if desired. All negotiations and documents exchanged pursuant to this Section 10.1 are confidential and inadmissible for any purpose, in any legal proceeding involving the parties; *provided, however*, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

10.2. If the parties are unable to resolve a Claim through negotiation as contemplated by Section 10.1 within 30 days after the first meeting of the executives or such longer period as may be mutually agreed to by the parties in writing, then any Claim (other than a Claim for injunctive relief), shall be finally and exclusively settled by binding arbitration in Fairfield County, Connecticut. Such arbitration shall be conducted in accordance with rules and procedures mutually agreed upon by all parties to such proceeding or, if such parties cannot so agree within 10 days after the submission of the Claim to arbitration, then such arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**") then in effect, and the arbitration shall be administered by the AAA office in Fairfield County, Connecticut or the AAA office closest to Fairfield County. Each notice of the commencement of any arbitration proceeding shall be sent to the applicable parties in accordance with the notice provisions set forth in Section 11.4. The arbitration shall be conducted by and before one neutral arbitrator who is admitted to practice law. The arbitrator shall apply the substantive law (and the law of remedies and statutes of limitation, if applicable) of the State of Connecticut as applicable to the Claims asserted, and the Federal Rules of Procedure and the Federal Rules of Evidence shall apply. If any party refuses to honor its obligations under this agreement to arbitrate, then the other party may compel arbitration in either federal or state court. The arbitrator shall have exclusive authority to resolve any Claim relating to the interpretation, applicability, enforceability or formation of this Agreement generally and this agreement to arbitrate, including any Claim that all or part of this Agreement is void or voidable and any Claim that an issue is not subject to arbitration. The arbitrator shall (as deemed necessary or appropriate) have authority and jurisdiction to hold pre-hearing conferences by telephone or in person and to hear and rule on motions (including motions to dismiss or motions for summary judgment) and pre-hearing disputes upon request of any party to the proceeding.

10.3. Except as expressly required by applicable law, the arbitrator shall limit monetary awards to compensatory damages (which may include a requirement that the losing party bear attorneys' fees and costs of the arbitration proceeding) and shall not award punitive, special, exemplary or consequential damages of any kind. The party in whose favor the arbitrator renders the award shall be entitled to have and recover from the other party interest at prime rate (as quoted from time to time in *The Wall Street Journal*) plus five percent, or, if less, the maximum applicable non-usurious rate on all amounts payable from the date determined due and payable under the date such amounts are paid in full, and all costs and expenses incurred, including reasonable attorneys' fees, expert witness fees, and costs actually incurred. The arbitrator shall render a written opinion embodying their final findings and awards. Such findings and awards shall be final and binding on all parties to the applicable arbitration proceeding and may be enforced in any court having jurisdiction over the parties and subject matter.

10.4. The parties hereto hereby submit to personal jurisdiction before any arbitration tribunal empaneled pursuant to this Section 10 and, solely for purposes of the enforcement of any arbitration award rendered pursuant to this Section 10, to exclusive jurisdiction and venue in the federal or state courts located in Fairfield County, Connecticut. Any arbitration commenced in any other venue will be transferred to Fairfield County, Connecticut, upon the written request of any party to this Agreement. All proceedings conducted pursuant to this agreement to arbitrate, including any order, decision or award of the arbitrator, shall be kept confidential by all parties except to the extent such disclosure is required by applicable law, or in a proceeding to enforce the rights hereunder.

10.5. As used in this Section 10, the term "**Claims**" means any claims, controversies, disputes, demands, causes of action, liabilities, losses, expenses, obligations, actions, suits or proceedings arising from or relating to (a) this Agreement, whether arising in contract, tort or otherwise and whether provided by statute or common law, that the

Company may have against Client or that Client may have against the Company, except that this agreement to arbitrate shall not limit any party's right to seek equitable or injunctive relief to enforce the provisions hereof or otherwise request a court to enjoin any action affected or the outcome of which may be affected by any claim subject to this agreement to arbitrate and (b) the interpretation, applicability, enforceability or formation of this Agreement generally or this agreement to arbitrate, including any claim that all or a part of this Agreement generally or this agreement to arbitrate is void or voidable for any reason (including that it is a contract of adhesion, fails for lack of consideration, is procedurally or substantively unconscionable or void as against public policy) or that any issue is not subject to arbitration.

11. GENERAL AND MISCELLANEOUS

11.1. No amendment to or modification of this Agreement is effective unless it is in writing and signed by the Client and authorized representative of the Company.

11.2. Neither this Agreement nor any right or obligation hereunder shall be assigned, delegated or otherwise transferred (whether voluntarily, by operation of law, by merger or otherwise), without the prior written consent of the other party hereto (which consent shall not be unreasonably conditioned, delayed or withheld); *provided, however*, that Company may, without obtaining the prior written consent, assign, delegate or otherwise transfer its rights and obligations hereunder, in whole or part, to (a) any of its successors by merger, change of control or otherwise, or (b) the purchaser of all or substantially all of its assets or capital stock; *provided, further*, that such successor or purchaser agrees to assume Company's obligations hereunder. Any attempted assignment, delegation or transfer in violation of this Section 11.2 shall be void and of no force or effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

11.3. As used in this Agreement the following words or phrases have the following meanings: (a) "**hereby**," "**herein**," "**hereof**," "**hereto**," "**hereunder**" and words of similar import refer to this Agreement as a whole and not to any particular provision hereof; (b) "**include**," "**including**" or derivatives thereof means "including without limitation"; (c) "**law**" means any statute, regulation, rule, judicial order or any other legal pronouncement having the effect of law; and (d) "**person**" means any individual, corporation, joint venture, partnership, limited partnership, limited liability company, trust, unincorporated association or other form of business or legal entity or governmental entity.

11.4. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if sent by hand delivery, mail (first class registered mail or certified mail, postage prepaid), facsimile, e-mail or overnight courier if to any party, at the address, facsimile number or e-mail address set forth below such party's name on the signature pages hereto or to such other address, facsimile number or e-mail address as such party shall have last designated by notice to the other party hereto in accordance with this section. Notices sent by hand delivery shall be deemed to have been given when received or delivery is refused; notices mailed in accordance with this section shall be deemed to have been given three days after the date so mailed; notices sent by facsimile shall be deemed to have been given when electronically confirmed; notices sent by e-mail shall be deemed to have been given when electronically confirmed; and notices sent by overnight courier shall be deemed to have been given on the next business day after the date so sent.

11.5. Except for invoiced payments that Client has successfully disputed, all late payments shall bear interest at the lesser of the rate of one percent per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Client will also reimburse the Company for all costs incurred in collecting any late payments, including attorneys' fees.

11.6. Company shall own any feedback and suggestions that may be made by Client to Company with respect to the Services and Deliverables (collectively, "**Feedback**"), whether or not Company incorporates such Feedback into the Services.

11.7. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable under the applicable law of any jurisdiction, then (a) the remainder of this Agreement or the application of such provisions to other persons or circumstances or in other jurisdictions shall not be affected thereby, (b) such invalid, illegal or unenforceable provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such law, and (c) such invalid, illegal or unenforceable provision shall not affect the validity or enforceability of any other provision of this Agreement.

11.8. No waiver by any party hereto of any of the provisions of this Agreement shall be effective unless

explicitly set forth in writing and signed by the party to be charged with such waiver. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege relating to this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

11.9. The section headings of this Agreement are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision hereof. This Agreement has been prepared by the combined efforts of the parties and their attorneys.

11.10. The parties may execute this Agreement and any Order in any number of duplicate originals and in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute one agreement. The signatures of all of the parties need not appear on the same counterpart; executed counterparts may be delivered electronically by facsimile, computer transmission or otherwise transmitted electronically, and electronic counterparts will be deemed to be original copies of this Agreement and any Order. This Agreement is effective upon delivery of one executed counterpart from each party to the other party. Any party delivering an executed counterpart of this Agreement electronically will also deliver, upon a party's written request, a manually executed counterpart of this Agreement as soon as reasonably practicable following transmittal, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement or any Order.

11.11. Notwithstanding any other provision of this Agreement to the contrary, the Company shall not be liable, responsible or otherwise accountable for any interruption, delay or other failure to fulfill any obligation under this Agreement if the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of an event beyond the control of the Company (or any person acting on its behalf) ("**Force Majeure**"). Force Majeure may include the following: acts of God, storms, floods, fires, earthquakes, sabotage, civil commotion or civil unrest, strikes, lockouts or other labor disputes, interference by civil or military authorities, riots, insurrections or other hostilities, embargo, fuel or energy shortages, acts of governmental or regulatory authorities (including bank closings and seizures and other orders), acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure or interruption of networks or energy sources, endemics or pandemics. If the Company's performance hereunder is affected by Force Majeure, then the Company shall give prompt written notice of such event to the Client and shall at all times use commercially reasonable efforts to mitigate the impact of the Force Majeure on its performance hereunder. In the event of a Force Majeure as described in this section affects the Company's ability to perform under this Agreement, the parties hereto shall cooperate in good faith in order to resume the affected Services as soon as commercially practicable following the conclusion of the Force Majeure to the extent commercially reasonable.

11.12. This Agreement, together with all related Orders and the NDA (if any), constitutes the sole and entire agreement of the parties hereto in respect of the subject matter hereof, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, in respect of such subject matter. In the event of any conflict the terms of this Agreement and the terms of an Order, the terms of this Agreement shall supersede and control unless the Order clearly states that it supersedes the terms of this Agreement (which superseded terms shall be specifically listed), in which case such terms of the Order shall control but only in respect of such Order. Terms included in a party's purchase or sales order or similar document, including any web-based terms and conditions or hyperlinks thereto shall not apply to this Agreement or any Order.

11.13. This Agreement and the covenants made herein are made expressly and solely for the benefit of the parties hereto, and that no other person shall be entitled or be deemed to be entitled to any benefits or rights hereunder, nor be authorized or entitled to enforce any rights, claims or remedies hereunder or by reason hereof.

11.14. Company may use Client's name and logo in its marketing materials and on its website, and disclose that Client is a client of Company. Any other uses of Client's name or logo require Client's prior written consent in each instance.

11.15. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO, HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING, DIRECTLY OR INDIRECTLY, AT ANY TIME ARISING OUT OF, OR RELATING TO, THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

11.16. Each person executing this Agreement and any Order on behalf of Client and Company represents and

warrants that they have the right and authority to execute this Agreement and any Order, and that all the procedures and approvals necessary and required to enable them to properly execute this Agreement and any Order have been followed and/or secured and each party is in good standing in the jurisdiction in which they operate their respective business. Each party agrees to execute and deliver all documents and to perform all further acts as may be reasonably necessary to carry out the provisions of this Agreement and any applicable Order.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the last date set forth below.

ZEAL EDUCATION GROUP, LLC

REGIONAL SCHOOL UNIT NO. 5



Jeff Melendez

THOMAS H. GRAY

CEO

SUPERINTENDENT

July 15, 2026

July 29, 2026

Address: 800 N King Street
Suite 304 2029
Wilmington, DE 1980

Address: 17 West St.
Freeport, ME 04032

Email: Jeff@zeal-ed.com

Email: grayt@rsus.org



Exhibit A
Order Form

This Order Form (“**Order**”) dated as of the date last signed by the parties (“**Effective Date**”) is by and between Zeal Education Group, LLC (“**Company**”) and the Client named below (“**Client**”) and is entered into pursuant to that certain Services Agreement between Company and Client dated July 1, 2025 (“**Agreement**”). This Order is incorporated by reference into the Agreement and all terms and conditions of the Agreement shall apply except as explicitly stated herein. Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. In the event of a conflict between the Agreement and this Order, the Agreement shall control unless expressly identified in this Order and is only effective for this Order.

Order Details			
Create Date: July 15, 2026		Prepared by: Jeff Melendez	
Expire Date: August 15, 2026		Email: jeff@zeal-ed.com	
Client Information			
Client Name: REGIONAL SCHOOL UNIT NO. 5		Finance Contact:	
Contact Name: Tom Gray		Billing Address:	
Email: grayt@rsu5.org		Finance Email:	
SERVICES			
SERVICE DESCRIPTION	QUANTITY	AMOUNT	TOTAL
Phase I: Discovery and Data Collection • Project kickoff and confirmation of the work plan, timeline, communication protocols, and district point of contact. • Comprehensive data and document request. • Review of organizational charts, staffing data, budgets, enrollment information, transportation records, facility plans, prior studies, strategic planning materials, and the existing Energy Audit. • Development of stakeholder engagement, communication, site-assessment, and data-analysis protocols. • Coordination with EDI and the demographic forecasting partner. Phase II: Stakeholder Engagement and Site Assessments • In-person interviews with the Board, Superintendent, Cabinet, administrators, department leaders, and representative staff. • Faculty, staff, student, family, and community engagement. • Districtwide ThoughtExchange. • Three Community Design Spark Sessions in Durham, Freeport, and Pownal with direct Zeal and EDI participation.			\$186,000

- Site visits and educational facility assessments for all six RSU 5 schools.
- Educational Environment Assessments focused on health and well-being, social and emotional readiness, educational effectiveness, and modernity.
- Programming discussions, photographic documentation, and annotated facility observations.
- Analysis of stakeholder priorities, concerns, aspirations, and areas of consensus.

Phase III: Organizational, Facilities, Transportation, and Demographics

- Organizational and staffing analysis, including FTEs, workload, reporting relationships, span of control, role alignment, redundancies, service gaps, and comparative benchmarks.
- Grade configuration, program placement, building capacity, and utilization analysis.
- Transportation review, including routing, ride times, fleet condition, maintenance, storage, fueling, operating costs, and facility suitability.
- Current enrollment and geographic analysis.
- Ten-year demographic and enrollment projections through a qualified forecasting partner.
- Early Childhood programming and capacity assessment.
- Facility profiles for each school.
- Analysis of learning environments, circulation, adjacencies, flexibility, utilization, wellness, and future adaptability.
- Identification of facility strengths, constraints, improvement opportunities, and preliminary Pathfinder Project concepts.
- Review and integration of the district's existing Energy Audit.

Phase IV: Development of Findings, Scenarios, and Recommendations

- Integration of organizational, staffing, enrollment, facility, transportation, stakeholder, strategic planning, and Energy Audit findings.
- Development of future planning scenarios related to staffing, grade configuration, program placement, building utilization, Early Childhood, transportation, and facility investment.
- Analysis of educational, operational, financial, facility, and community implications.
- Six school-specific Discovery, Assessment, Visioning and Planning Reports.
- One Pathfinder Project concept for each school, including conceptual diagrams, planning sketches, precedent imagery, and narrative recommendations.
- Prioritized short-, medium-, and long-term recommendations.
- Development of the Operational Excellence framework and long-range sustainability roadmap.

Phase V: Draft Report Review and Refinement • Comprehensive draft Systems and Sustainability Study. • Executive summary, methodology, integrated findings, scenario analysis, and recommendations. • Organizational, staffing, facilities, utilization, transportation, enrollment, demographic, Early Childhood, stakeholder, Strategic Plan, and Energy Audit findings. • Six school-specific facility planning summaries. • Draft implementation considerations and long-range sustainability roadmap. • Review meeting with RSU 5 leadership. • Revision and refinement based on district feedback. Phase VI: Final Report and Presentations • Final Systems and Sustainability Study. • Final school-specific planning reports. • Final Pathfinder Project concepts. • Prioritized recommendations and implementation considerations. • Final long-range sustainability roadmap. • Final presentation materials for the Board and public. • Presentation of findings and recommendations to the RSU 5 Board of Directors and other identified stakeholders.			
Discount			\$36,000
TOTAL FEES DUE			\$150,000
Payment Terms			
50% (\$75,000) upon signing of contract			
50% (\$75,000) upon completion of the project			
Zeal will bill reasonable incidental travel expenses at the completion of the project.			
Payment is due within thirty (30) days of the date of invoice.			
Special / Additional Terms			
Zeal will bill reasonable incidental travel expenses at the completion of the project.			

IN WITNESS WHEREOF, the parties hereto have executed this Order as of the last date indicated below.

ZEAL EDUCATION GROUP, LLC

By:

Name: Jeff Melendez

Title: CEO

Date: March 06, 2026

REGIONAL SCHOOL UNIT NO. 5

By:

Name:

Title:

Date:

T.H. Gray

THOMAS H. GRAY

SUPERINTENDENT

7/29/26