



This agreement is being entered into by and between Company (“Company”) and Tech Talent South (“Vendor”), each a “Party” and together “The Parties” as of the first date of execution by both Parties (“The Effective Date”).

In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

I. Vendor’s Services: Vendor agrees to provide the Services set forth below.

A. Scope & Background: Vendor offers training in skills included in job descriptions for open jobs Company wishes to fill. Those receiving this training are “Candidates.” Vendor will train Candidates through Programs (each such Program will be “Programs”) which will commence from time to time. Examples of skills that may be covered in such Programs are: Full stack web development, quality engineering & assurance, cloud services, machine learning, data analytics, etc. Outlines of any particular Program will be made available by Vendor.

B. Services: Vendor will introduce Candidates to Company for Company to evaluate for potential hiring through contract-to-hire and/or direct hire.

1. Description:

- a. Vendor will share with Company certain data regarding the candidate's background and performance in the Program upon request. .
- b. For any hiring by Company (contract-to-hire and/or direct hire) taking place from the date of introduction of a Candidate by Vendor to Company, through the date that is 12 months after such introduction, Company will pay Vendor the applicable fees corresponding to the Candidate’s day of contract-to-hire and/or day of direct hire appearing on the Table under “Fees” below.

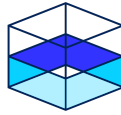
2. Vendor’s Personnel: Vendor will supply, at Vendor’s expense, the instructor or instructors, classroom facilities, and equipment for the Program, as well as support staff necessary to perform Vendor’s obligations under this Agreement. Upon mutual agreement of Company and Vendor, certain class sessions and events will be held at Company facilities at no expense to Vendor

II. Milestones and Payment Schedule:

A. Fees:

If Company has fewer than 150 employees, the following fee schedule applies. Please note, that the direct hire fee of \$8,400, for such companies with fewer than 150 employees, may be spread over twelve months resulting in a monthly payment of \$700.

Timing of Hire	Hourly Contract*	Hire Fee at End of Period	Hire Fee During Period
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During or After Program Completion		\$8,400	N/A
Days 1-89 after Program Completion	\$48/hour	\$2,500	\$8,400
Days 90-179 after Program Completion	\$45/hour	\$1,500	\$2,500
Days 180-365 after Program Completion	\$40/hour	\$0	\$1,500

If Company has 150 or more employees, the following fee schedule applies.

Timing of Hire	Hourly Contract*	Hire Fee at End of Period	Hire Fee During Period
Up to Week 10 of Program		\$10,000	N/A
Week 11 to up to Program Completion		\$12,000	N/A
Days 1-89 after Program Completion	\$48/hour	\$2,500	\$12,000
Days 90-179 after Program Completion	\$45/hour	\$1,500	\$2,500
Days 180-365 after Program Completion	\$40/hour	\$0	\$1,500

1. If Company identifies any Candidate as contract-to-hire and later determines it will direct hire that Candidate, the date of direct hire will be the "Conversion Date." The applicable "Period" is the period of time identified in the first column of the Fee Table above. Company will pay Vendor the hourly rate until the Conversion Date as reflected. The Hire Fee will be based upon when during the Period the Conversion Date takes place.
2. If the Conversion Date is at the end of a Period, then Company will owe the hourly fee until the end of that period plus the "Hire Fee at the End of Period." For example, if Company direct hires a contracted Candidate on Day 89, Company will owe the \$48 per hour contract fee until Day 89 plus the respective hiring Fee as noted in the applicable fee schedule above, because the Conversion Date is at the end of a Period.
3. If the Conversion Date is not at the end of a period, then Company will owe the hourly fee until the Conversion Date plus the "Hiring Fee During Period." For example, if Company direct hires a



Candidate on Day 65, Company will owe the \$48 per hour contract fee until Day 65 plus the respective hiring Fee as noted in the applicable fee schedule above because the Conversion Date took place during a Period.

4. If Company identifies any Candidate as contract-to-hire and later determines that it will not select that student as a direct hire, Company will pay Vendor the hourly contract fee for that student until the end of the applicable 90-day period from the table below. For example, if Company engages a Candidate on a contract-to-hire basis after Program completion and decides on Day 150 after Program Completion that it will not direct hire Candidate, Company will owe the hourly contract fee for that Candidate through Day 179 after Program Completion, but will owe no hire fee.

III. Discounted Seats for Company Employees: All Company employees will be eligible to participate in Tech Talent South courses at a 30% discount to the published cost of the course

IV. Term and Termination:

- A. Term: This Agreement shall commence on the Effective Date and will continue for three years from the Effective Date unless extended or terminated early as provided herein.
- B. Early Termination: Either party may terminate this Agreement upon 60 days' written notice to the other Party.
- C. No liability for termination: Neither Party will be liable to the other party for any termination or expiration of this Agreement in accordance with its terms. Termination shall not relieve either Party of any obligation accrued prior to the date of Termination, including honoring a discount for a candidate who has entered class or paying otherwise applicable hourly and/or hire fees for a candidate to whom Vendor introduced Company prior to termination. .

V. Intellectual Property:

A. Vendor Materials: Except for Company Materials as defined in Section (B) of this paragraph, the parties agree that Vendor retains all right, title and interest in and to its educational materials (whether online, digital, written or in person) (the "Educational Materials") and all original works of authorship, inventions, processes, concepts, documents, work product and other materials or other proprietary information made accessible or delivered to Company under this Agreement or prepared by or on behalf of Vendor in the Program of performing the Services (collectively, "Vendor Materials"), including all copyrights, patents, patent disclosures, inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, logos, corporate names and domain names, together with all the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") contained therein.

B. Company Materials: Notwithstanding anything herein to the contrary, Vendor acquires no rights in Company's Materials or other proprietary works of authorship, preexisting or otherwise, whether they have been or may be created specifically for Vendor hereunder, including, without limitation, any derivatives thereof, which have been or are originated, developed, purchased, acquired or licensed by Company or its affiliates, or by third parties.

V. Confidentiality:

- A. "Confidential Information" includes all non-public information which is disclosed by either party, its affiliates and/or its agents, whether in written, graphic, machine-readable form, or oral form, and shall



include all personal information, and any information obtained visually or aurally during any visits to Company or Vendor facilities. Confidential Information also any bids or proposals submitted to Company in connection with any proposed or actual business relationship.

B. "Confidential Information" shall not include any information that:

- (1) is or subsequently becomes publicly available through no fault of receiving party or receiving party's Personnel;
- (2) is required to be disclosed through operation of governmental authority or law;
- (3) is, and can be proven through trustworthy written records to have been:
 - (i) known to receiving party prior to disclosing party's disclosure of such information to receiving party;
 - (ii) received by receiving party from a third party who obtained such information without restrictions and without any obligation of confidentiality to disclosing party; or
 - (iii) independently developed by receiving party; or
- (4) approved for release by written authorization from an officer of disclosing party. Failure to mark any "Confidential Information" as confidential shall not affect its status as Confidential Information under this Agreement.

C. During the Term of this Agreement, and thereafter, each party shall maintain all of the other party's Confidential Information in confidence, and shall not, except as otherwise permitted herein or directed in writing by the disclosing party, use, copy, reproduce, or remanufacture, or disclose or permit any unauthorized person access to, any Trade Secrets or Confidential Information, whether learned by or disclosed to the receiving party before or after the Effective Date and irrespective of the form of communication. The receiving party shall limit access to Confidential Information to only its counsel, officers, and employees reasonably needing to know the Confidential Information in order to conduct business with the disclosing party and will inform each authorized employee to whom the Confidential Information is communicated that the information is confidential hereunder.

VI. Entire Agreement: This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. This Agreement may not be amended or modified, except in writing signed by authorized representatives of both parties.