

REPUBLIC OF KENYA

E-LEARNING SERVICES PLATFORM AGREEMENT

THIS E- LEARNING SERVICES PLATFORM AGREEMENT is made and entered into on this this.....day of.....20.....

BETWEEN

ELNEST LIMITED a Company incorporated in Kenya and having its Registered office in Nairobi (hereinafter referred to as the “**ELNEST**”) of the one part

AND

.....,a Tutor, of Identification Card Number.....and/or Passport Number.....and (hereinafter referred to as “**the Tutor**” of the other part:

WHEREAS

- A. **ELNEST** is an e-learning services company that contracts with teaching institutions and Tutors to combine educational program content with infrastructure, processes and a scalable platform for delivering on-line education programs to students;
- B. **TUTOR**, is qualified teacher in a teaching institution that desires to offer online education programs to its students; and
- C. **the PARTIES** wish to contract to build and grow Institution programs on-line through delivery of an integrated e-learning solution that combines select programs of Institution with the on-line e-learning platform and related services of **ELNEST**, pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, promises, terms and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, the **TUTOR** and **ELNEST** agree as follows:

1. PROGRAMS

The Tutor shall propose the academic programs (i.e. degrees or certifications/endorsements) and the details thereof to be included within this Agreement (each, a Program) as described below

- 1.1 Program Statement. For each Program that the Parties agree to deliver under this Agreement, the Parties will delineate the details with respect to the Program in a document substantially. The Document will set forth details that regards to the Program, including and not limited to,
 - i. High level details about the program.

- ii. The Course content.
- iii. Target number of students.
- iv. The Academic term.
- v. Maximum enrolment capacity.
- vi. Any other terms that are specific to the particular Program.

Each program statement will be subject to the terms and conditions herein, and upon execution by both Parties, shall be part of this Agreement.

1.2 Initial Program Commitment

As of the effective Date, the Parties have agreed the target for the initial marketing launch of the initial program is.....2022 with the first Academic Term beginning in.....

1.3 Additional Program

During the Term (as defined in Section 2a.), the Tutor will not, directly or indirectly, develop, promote, or otherwise deliver any new on-line programs, through any third party, without first including ELNEST in a good faith discussion for thirty (30) days regarding the negotiation of an additional Program Statement to this Agreement.

1.4 ELNEST Commitment.

In recognition of Tutor being ELNEST's initial, anchor client, ELNEST agrees that for two (2) years from the Effective Date of this Agreement, ELNEST shall not launch with another institution the same program.

2. SERVICE DELIVERY

2.1 Scope of Services.

ELNEST shall provide a bundle of services, as more fully described in the Program Statement for each program covered by this agreement, which may include: marketing, strategic planning, technology integration, technical and analytic support, hosting services, emollient management and other student services, instructional design and course production support, faculty support.

2.2 Service Platform.

ELNEST delivers the Services and supports the Program(s) utilizing ELNEST's infrastructure, processes and platforms(s) including, without limitation, the learning management system, instructional design template and tools, the customer relationship management system, customer service tools, the web portal, social media tools, mobile applications, software interfaces and plug-ins, and such other analytics and tools reasonably determined by ELNEST as necessary to support the content development and operations (collectively, the "Service Platform").

2.3 Cooperation.

The Parties shall reasonably cooperate in the development of the Programs and delivery of the Services hereunder, including through the reasonable exchange of information, materials and access to personnel. During performance of the Services, ELNEST may

visit Tutor's facilities and, upon reasonable notice, the Tutor shall provide reasonable access to, and working space therein, to facilitate the Services at no cost to ELNEST. ELNEST shall reasonably cooperate with Tutor and its vendors to interface the software components of the Service Platform to the Tutor systems mutually agreed upon by the parties. Tutor shall be responsible for requiring its third-party vendors to cooperate with ELNEST and all costs associated therewith.

2.4 Depiction of Relationship with Institution.

ELNEST employees and subcontractors shall not misrepresent themselves as Tutor's employees in conjunction with the recruitment or enrolment of students, but ELNEST may market and deliver the Services on behalf of Institution. The Parties shall cooperate to develop a related messaging and communication strategy (e.g., how ELNEST personnel/contractors answer calls to the student support desk) as necessary to permit ELNEST to provide the Services under this Agreement such that the student consistently feels that he or she is participating in the Program.

2.5 No Misrepresentations.

ELNEST shall not, and shall instruct its contractors, subcontractors, and all of their employees and agents not to, make misrepresentations, in carrying out recruitment and marketing services.

3. TUTOR RESPONSIBILITIES

3.1 Overview

Tutor shall be responsible for performing services set out hereunder, including, without limitation:

- (i) setting enrolment capacity as specified in the Program Statement, and opening and staffing sufficient sections to accommodate such capacity;
- (ii) (ii) setting admissions standards and criteria and determining the admissibility of individual students and transferability of previously earned credits;
- (iii) (iii) maintaining student records;
- (iv) (iv) determining financial aid eligibility and financial aid packaging and disbursement;
- (v) (v) hiring and employing or otherwise contracting with subject matter experts to be featured in the Course Content, which may include Institution faculty and other Institution course instructors;
- (vi) (vi) performing all other customary Institution functions (e.g., registrar, bursar and academic advising); and
- (vii) (vii) obtaining applicable accreditations and regulatory approvals, registrations, permits or licenses, and providing all required notifications, required under applicable law or by any educational agency or governmental authority in connection with the Program(s) or in order to otherwise provide the Programs contemplated under this Agreement.
- (viii) Notwithstanding anything to the contrary in this Agreement, ELNEST shall not be responsible for, and shall not incur any liabilities for, any damages or credits for a failure to perform its obligations under this Agreement if such failure is due

to or as a result of the failure by Tutor or its third party contractors to perform the Tutor Responsibilities in a timely manner.

3.2 Domain Name

Tutor shall provide and configure an appropriate Internet subdomain utilizing the Tutor's ".edu" domain that may be used by ELNEST to host, display and promote the Program(s) online. Subject to Section 2.4, Institution will provide ELNEST's applicable staff with Institution-branded e-mail addresses for use by ELNEST in connection with providing the Services for the Program(s) hereunder.

4. COURSE CONTENT

4.1 Overview.

Upon execution of the applicable Program Statement, the Tutor shall develop and deliver the Course Content to ELNEST within the timeframe and pursuant to the other terms specified in the Program Statement. ELNEST shall provide instructional design and course production support through the Service Platform.

The Tutor shall be responsible for retaining subject matter experts to be featured in the Course Content and for obtaining the right to use their likeness and any other third-party materials delivered by the Institution in providing the Course Content to students.

The Tutor shall deliver the Course Content in a format mutually agreed upon by the Parties that is compatible with the Service Platform.

Subject to the terms of this Agreement, the Tutor hereby authorizes ELNEST to provide access to and otherwise distribute the Course Content to the enrolees in the Courses. ELNEST may materially modify the Course Content only for purposes of making the Course Content displayable on the Service Platform or upon prior written approval of Institution.

5. RELATIONSHIP ADMINISTRATION.

5.1 Meetings and Conference Calls.

The Parties will determine an appropriate set of periodic meetings or telephone (and/or video) conference calls to be held between the Tutor and ELNEST. At either Party's request, the other Party will publish its proposed agenda for any meeting sufficiently in advance of the meeting to allow meeting participants a reasonable opportunity to prepare. All meetings will be held in such location as mutually agreed by the Parties and at the option of either Party may be held by telephone or video conference call.

6. FEES

6.1 The Tutor shall determine the amount of all tuition and fees charged to students who participate in the Programs. Such tuition and fees may be changed from time-to-time by the Tutor, at Institution's sole discretion, provided that the Tutor notifies ELNEST of the intent to make any and all material changes at least ninety (90) days prior to the effective date of such changes. The Tutor shall be responsible for collection of all tuition and fees from enrolled students.

6.2 In the event that the Tutor desires to utilize any component of the Service Platform during the Term in connection with the Tutor's course or programs that are not covered

by this Agreement (i.e., use of the Service Platform for classes separate and independent of all of the other Services hereunder), the Parties shall negotiate in good faith the terms and fees associated with such use and execute a written amendment to this Agreement incorporating such terms.

7. CONFIDENTIAL INFORMATION.

7.1 "Confidential Information" means all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, a reasonable person would consider confidential, including, but not be limited to, information that relates to each Party's business operations, financial condition, products, services, student information, course content, program design, or technical knowledge.

7.2 ELNEST's Confidential Information includes, without limitation, the Service Platform.

7.3 Each Party's Confidential Information will remain the property of that Party except as otherwise expressly provided in this Agreement.

7.4 Each of the Parties will use at least the same degree of care to safeguard and to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure or publication of its own information of a similar nature, and in any event, no less than reasonable care.

8. INTELLECTUAL PROPERTY OWNERSHIP.

The Parties do not intend to convey under this Agreement, any intellectual property rights in, or associated with, any of their respective products, services or work product, including but not limited to program design, instructional content and student work product. Accordingly, except as expressly set forth herein or pursuant to the express terms of a Program Statement, each Party shall retain ownership of its own products, services and intellectual property utilized or generated by such Party in connection with performance of this Agreement and nothing in this Agreement shall be construed to grant the other Party any right, title or license therein.

9. TERMINATION.

Termination of this Agreement or any individual Program Statement pursuant to the terms of this Agreement shall not result in the termination of, or otherwise affect, the Parties' rights and obligations under any other outstanding Program Statement, except as restricted by law and regulations then in effect. The Parties acknowledge that, as of the expiration or termination of the Agreement, or as of the expiration or termination of any Program governed by this Agreement, Tutor may have an interest in ensuring continuation and continuity in one or more Programs during the transition period and may be committed, contractually or otherwise, to provide services under a Program to one or more students that are enrolled in the applicable Program during the continuation period (the "Carry-Over Students"), and such commitment may extend beyond such

expiration or termination date. The Parties each agree that such Carry-Over Students may continue receiving such Services in accordance with the terms of their arrangements with Institution and the terms of this Agreement for a period not to exceed two (2) years from the date of termination/expiration.

10. DISPUTE RESOLUTION

Any dispute arise between the parties with regard to the interpretation, rights, obligations and/or implementation of any one or more of the provisions of this Agreement, the parties shall in the first instance attempt to resolve such dispute by amicable negotiation.

11. SEVERABILITY

If any term or provision of this agreement is held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term, or provision or part thereof shall, to that extent, be deemed not to form part of this agreement but the enforceability of the remainder of the agreement shall not be affected.

IN WITNESS WHEREOF, each of the Parties has executed this **E- LEARNING SERVICES AGREEMENT** the day and year hereinbefore written.

Signed by the Tutor

Signed by the ELNEST

.....
.....

Director

Secretary.....

In the Presence of

In the Presence of

ADVOCATE

ADVOCATE