

TEACHER PARTICIPATION CONTRACT WITH VHS, INC.

This is a contract for participation with VHS, Inc. DBA VHS Learning (“VHS Learning”) having its principal place of business 4 Mill and Main Place Suite 510, Maynard, MA 01754. The teacher agrees to abide by the following requirements for participation in VHS Learning as delineated hereunder:

§ 1.0 TEACHER REQUIREMENTS

The Teacher is designated hereunder to teach and/or develop a VHS Learning course and certifies that they:

- meet all employment requirements and certifications to teach the VHS Learning course in the state in which they are employed as a teacher;
- adhere to all guidelines and policies set forth in the VHS Learning Handbook;
- will fully and effectively participate in all training required by VHS Learning;
- will adhere to all copyright laws regarding any materials they may add/use while instructing the course;
- will teach their assigned course in compliance with the schedule set forth in the VHS Learning calendar; and
- will submit grades and progress reports in compliance with the schedule set forth in the VHS Learning calendar.

The Teacher, on behalf of themselves and their school (as applicable), hereby grants to VHS Learning a perpetual, worldwide, freely assignable, royalty-free and irrevocable license to reproduce, publish and otherwise use the VHS Learning course, and any and all course materials in any medium or manner and for any purpose VHS Learning may from time to time elect. VHS Learning has full authority to maintain, archive, and dispose of the electronic files which make up each VHS Learning course.

§ 2.0 NON-DISCLOSURE AGREEMENT

This non-disclosure agreement (“Agreement”) is between VHS Learning and the Teacher.

- A. The Teacher wishes to receive certain trade secret, confidential, and proprietary information (hereinafter collectively “Information”) pertaining to VHS Learning and third-party tools and content. This exchange includes all communication of Information between the parties in any form whatsoever, including oral, written, and machine-readable form, pertaining to the above.
- B. The Teacher wishes to receive the Information for the sole purpose of participating in VHS Learning.
- C. VHS Learning is willing to disclose the Information and the Teacher is willing to receive the Information (as “Receiving Party”) on the terms and conditions set forth herein.

Therefore, VHS Learning and the Teacher agree, as follows:

1. That the disclosure of Information by VHS Learning is in strictest confidence and thus the Teacher will:
 - a. (1) Not disclose to any other person the Information and (2) use at least the same degree of care to maintain the Information as secret;
 - b. Use the Information only for the above purpose;
 - c. Restrict disclosure of the Information solely to those employees/employers and/or advisors of the Teacher having a need to know such Information in order to accomplish the purpose stated above;
 - d. Advise each such employees/employers and/or advisor, before they receive access to the Information, of the obligations of the Teacher under this Agreement, and require each such employees/employers and/or advisor to maintain those obligations;
 - e. Within fifteen (15) days following request of VHS Learning, return to VHS Learning all documentation, copies, notes, diagrams, computer memory media and other materials containing

any portion of the Information, or confirm to VHS Learning, in writing, the destruction of such materials.

2. This Agreement imposes no obligation on the Teacher with respect to any portion of the Information received from VHS Learning

- a. (1) which was known to the Teacher prior to disclosure by VHS Learning and (2) for which the Teacher has no obligation not to disclose or use it;
- b. is lawfully obtained by the Teacher from a third party under no obligation of confidentiality;
- c. is or becomes generally known or available other than by unauthorized disclosure;
- d. is generally disclosed by VHS Learning to third parties without any obligation on the third parties.

3. The Information shall remain the sole property of VHS Learning.

4. VHS Learning does not make any representation with respect to and does not warrant any information provided under this agreement but shall furnish such in good faith. Without restricting the generality of the foregoing, VHS Learning does not make any representations or warranties, whether written or oral, statutory, express, or implied with respect to the information which may be provided hereunder, including without limitation, any warranty of merchantability or of fitness for a particular purpose. VHS Learning shall not be liable for any special, incidental, or consequential damages of any nature whatsoever resulting from receipt or use of the information by the Teacher.

5. In the event of a breach or threatened breach or intended breach of this Agreement by the Teacher, VHS Learning, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to preliminary and final injunctions, enjoining, and restraining such breach or threatened breach or intended breach.

6. The validity, construction, and performance of this Agreement are governed by the laws of the Commonwealth of Massachusetts.

7. The rights and obligations of the parties under this Agreement may not be sold, assigned, or otherwise transferred.

8. If any arbitration, litigation, or other legal proceeding relating to this Agreement occurs, the prevailing party shall be entitled to recover from the other party (in addition to any other relief awarded or granted) its reasonable costs and expenses, including attorney's fees, incurred in the proceeding.

§ 3.0 ACKNOWLEDGEMENTS

This VHS Learning Teacher Participation Contract is binding upon VHS Learning and the Teacher, and upon the directors, officers, employees/employers, and agents of each. This VHS Learning Teacher Participation Contract is effective as of the date of execution and will continue indefinitely unless terminated on thirty (30) days written notice by either party. However, the Teacher's obligations of confidentiality and restrictions on use of the Information disclosed by VHS Learning shall survive termination of this VHS Learning Teacher Participation Contract.