

327 Solutions, Inc. Services Agreement With Accelerated Instructional Media, Inc.

This business agreement is made as of March 18, 2015, (the "Effective Date") between Accelerated Instructional Media, Inc. at _____ ("AIM"), and 327 Solutions, Inc. at 10 Summit Avenue, Paoli, PA 19301 ("327").

WITNESSETH

Whereas, 327's primary business activity is providing Placement – Consulting and Training to their clients;

Whereas, AIM has a background providing Corporate Training Solutions via Instructional Design, Strategy, Facilitation, Business Analysis and Project Management with prior work experience in these areas

Whereas, it is the intention of 327 and AIM to enter into a business relationship whereby AIM will become a sub-contractor for 327 for the purpose of AIM to perform instructional design services for 327;

Whereas, 327 and AIM desire to enter into this Agreement to provide the terms and conditions upon which 327 may engage AIM from time-to-time to provide services for individual programs or projects specified in the details of the contract or exhibit between 327 and AIM.

Whereas, it is the intention of 327 and AIM to enter into this contract so that the terms and conditions of the business relationship are more specifically set forth.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein set forth, the Parties hereto agree as follows:

SECTION 1: SERVICES

1.1: 327 hereby retains AIM to provide the services outlined in an Exhibit agreed to and executed by 327 and their Client and incorporated and made a part of this Agreement. Each Exhibit will include information concerning a given project, including a description of the specific services to be provided by AIM, deliverables to be provided, project milestones and target completion dates, a budget, and a payment schedule related to the project, all of which will be signed and made a part of this Agreement.

1.2: Subject to the terms and conditions hereinafter set forth, AIM shall diligently perform the services outlined in the applicable parts of the Exhibit consistent with professional industry standards.

1.3: AIM shall also provide additional services specified in consecutively numbered future Exhibits that are agreed to between the parties in writing. All services provided by AIM shall be governed by the terms and conditions of this Agreement and by such supplementary written amendments as may be, from time to time, executed between the parties. In the event of a conflict between the provisions of this Agreement and an Exhibit, the provisions of this Agreement shall govern.

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1.4: Any material change in the details of an Exhibit or the assumptions upon which the Exhibit is based that may be included in the Exhibit (including, but not limited to, changes in an agreed starting date for a project or suspension of the project by 327 Client) may require changes in the budget and/or timelines, and shall require a written Amendment (Change Order) to the Exhibit.

SECTION 2: TERM

2.1: This Agreement shall commence on the Effective Date and shall thereafter remain in full force and effect until termination or expiration as provided in Section 5, below, or extended for an additional term by a written agreement signed by each party.

SECTION 3: COMPENSATION AND EXPENSES

3.1: As compensation for its services hereunder, 327 shall pay AIM the amounts agreed to by the parties and specified in the applicable Exhibit for each contract engagement.

3.2: 327 will reimburse AIM for all direct expenses that have been authorized and approved by the client, including but not limited to meetings, travel, mail, phone, and materials and other reasonable out-of-pocket expenses (collectively "pass-through expenses") incurred by 327 in the performance of the services. An estimate of such expenses will be included in the Project Budget for each Exhibit.

3.3: AIM agrees to report all income paid hereunder for state and federal income tax purposes, to pay all state and federal income, social security and related taxes thereon when due, and to indemnify 327 free and harmless from any liabilities, damages, costs or expenses resulting from the failure of the AIM to make such tax payments when due.

SECTION 4: CONFIDENTIALITY

4.1: AIM hereby understands that the 327 relationship with its clients, officers and employees is one of confidence and that during the period of this Agreement between 327 and AIM, 327 may receive, or may have already received, knowledge of, or access to, information which relates to the business, operations, products, or plans of 327 or of its clients and which is not known to the general public (hereinafter "Confidential Information"). Except as necessary pursuant to the purpose of this Agreement, AIM will not at any time, without the prior written consent of 327, (a) use the Confidential Information for any purpose other than the purpose related to this Agreement, or (b) disclose any Confidential Information to any other person or entity, or (c) use any Confidential Information for the receiving party's own benefit or the benefit of any other person or entity. The foregoing obligations shall not apply to information which: (i) was known to the receiving party prior to receipt from the disclosing party; (ii) is or lawfully becomes generally available to the public; (iii) is lawfully acquired from third parties who have a right to disclose such information; (iv) by mutual written agreement is released from a confidential status; (v) the receiving party is required by law to release, provided, the disclosing party is given prior written notice of such request; or (vi) is independently developed by the receiving party without use of the Confidential Information.

4.2: AIM agrees not to publish, reveal or disclose, other than to an authorized employee of 327, any information, data or the like obtained during the performance of AIM's duties under this Agreement or any Exhibit, including any information relating to the business, bids, proposals, contracts, research, trade practices, trade secrets or know-how of 327



("Confidential Information"), or of 327 clients, without the express written consent of 327, and that on termination of this Agreement for any reason, AIM shall not remove or retain without the express written consent of 327 any Confidential Information, figures, calculations, letters, computer files, papers, drawings or copies thereof or other information of any type or description pertaining to the affairs of 327, or of 327 clients.

4.3: AIM agrees that they will not, during the term of this Agreement or at any time thereafter, directly or indirectly use or utilize, for their own benefit or for the benefit of any other person or concern other than 327, any proprietary or Confidential Information of 327, or of 327 clients, including any information of the type described in Section 4.2, above, without the express written consent of 327.

SECTION 5: TERMINATION

5.1: 327 may terminate this Agreement or any particular Exhibit(s) to this Agreement without cause by giving AIM at least ten (10) days prior written notice.

5.2: 327 may terminate this Agreement or any particular Exhibit(s) to this Agreement for cause effective immediately upon written notice of termination to AIM if AIM is determined by 327 to have committed a material breach (including delinquency by the AIM in performance of AIM's duties hereunder) or breach or non-observance or non-performance of the covenants or terms of this Agreement, or if 327's prime contractual support for AIM's activities is terminated. In the event this Agreement is terminated pursuant to this Section 5.2, AIM shall retain such sums as may have been paid to it by 327 under the terms of this Agreement to compensate AIM for work performed in accordance with any Exhibit. 327 shall pay AIM any additional amounts owed, but not yet paid, for work performed. Any payment under this Section shall be made in accordance with provisions set forth in Section 3.4 above.

5.3: In the event that, pursuant to this Section 5, this Agreement or any Exhibit(s) thereto, is terminated prior to the completion of the services contemplated hereunder, 327 agrees that, upon termination, it shall pay AIM for all services performed in accordance with this Agreement, as well as all non-cancelable pass-through expenses incurred through the closeout date.

5.4: Should this Agreement be terminated as provided herein for any reason other than material breach by AIM, 327 shall promptly pay any unpaid fees owing to AIM upon invoice and 327 terms, pro-rated through the effective date of termination, but no such payment shall relieve AIM of liability for a material breach by AIM of his/her obligations hereunder. If AIM is in material breach of any provision of this Agreement or, if, in the sole judgment of 327, AIM is unable to satisfactorily complete the services or to complete the services on schedule, 327 has the right: a) to retain and/or require delivery of any portion of the services to date, including any and all related materials; b) to have the services completed or modified in any way by itself or others; and c) to adjust AIM's payment in proportion to the services which, in 327's sole judgment, were performed satisfactorily by AIM.

5.5: This Agreement or any particular Exhibit(s) to this Agreement may be terminated by AIM for any reason by providing 327 not less than twenty (20) days prior written notice.

5.6: If not sooner terminated, this Agreement will expire (1) year from the Effective Date.

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SECTION 6: INDEMNIFICATION

6.1: AIM agrees to defend, indemnify, and hold harmless 327, its subsidiaries and affiliates, and their respective employees, directors, independent contractors and agents against and from any third party claims, proceedings, (which shall include, without limitation, any command to produce documents or testimony) or investigations, including, without limitation, claims, proceedings or investigations by administrative and governmental agencies, arising out of or in connection with this Agreement, including, without limitation, amounts paid in settlement of claims, proceedings, or investigations, and agrees to bear all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection with the defense or settlement of any such claim, proceeding or investigation as such costs and expenses are incurred in advance of judgment. AIM shall have no obligation to indemnify 327 and 327 shall defend, indemnify and hold harmless Client to the extent that any third party claims, proceedings or investigations are based on 327 gross negligence or willful misconduct.

6.2: 327 will indemnify AIM and its legal representative, to the fullest extent permitted by the laws of the Commonwealth of Pennsylvania or any other applicable laws against all losses, claims, damages, costs, charges, expenses, liabilities, judgments, or settlement amounts whatsoever incurred or sustained by AIM or its legal representatives in connection with any action, suit or proceeding to which AIM or his/her legal representative may be made a party by reason of his/her being or having been a sub-contractor of 327 or any of its subsidiaries, or action taken purportedly on behalf of 327 or any of its subsidiaries. 327 shall, upon request by AIM, promptly advance or pay any amounts for costs, charges, or expenses (including, without limitation, legal fees and expenses incurred by counsel retained by AIM) in respect of his/her right to indemnification hereunder, subject to applicable law. The rights and obligations of this Section shall survive the Term of this Agreement.

SECTION 7: PUBLICITY

7.1: AIM agrees that they shall obtain 327 prior written approval before using 327's name, symbols and/or marks in any form of publicity.

SECTION 8: SUB-CONTRACTOR

1.1 8.1: The relationship of the parties to each other under this Agreement shall be that of a sub-contractor, and nothing contained herein shall be construed to be inconsistent with that relationship or status. The sub-contractor hereto shall not be considered employees or agents of 327. Neither AIM, nor any of AIM's employees, shall be entitled to any benefits accorded to 327's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. AIM shall be responsible for providing, at AIM's expense, and in AIM's name, unemployment, disability, worker's compensation and other insurance, as well as licenses and permits usual or necessary for conducting the Services. This Agreement shall not constitute, create, or in any way be interpreted as, a joint venture, partnership, or business organization of any kind.

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8.2: In performing this Agreement, AIM shall represent them, be and act as a 327 representative in all respects. However, any discussions or issues regarding an Exhibit or Contract with 327 client shall be communicated and resolved by a 327 employee. AIM shall not be entitled to receive any compensation, commissions, or benefits other than those expressly provided in this Agreement or any Exhibit. Except as otherwise required by law, 327 shall not withhold any sums from the payments to be made to AIM for social security or other federal, state, or local tax liabilities or contributions, and all withholdings, liabilities, and contributions shall be solely the AIM's responsibility.

SECTION 9: OWNERSHIP

9.1: 327 shall retain full rights in all information, reports, source code, developed content, designs, documents, audio, video and other proprietary, client specific or protectable matters developed as part of the services performed under this Agreement as defined in the Exhibit. 327 shall retain full ownership rights to all templates, manuals, processes, methodologies, programs and other materials and proprietary or protectable property owned, used, invented, developed or licensed by 327 as related to the services provided and defined in the Exhibit, including any improvements thereto that are related to 327 business or services, including those that are developed or invented in the course of providing services under this Agreement by AIM either alone or with others. AIM acknowledges and agrees that all information ("Intellectual Property") are "works made for hire" and belong solely and exclusively to 327. AIM agrees that he/she will execute such documents, disclose and deliver all files, data, and other information, and do all other things which are necessary or desirable to protect and uphold 327's ownership rights to the same. AIM understands that the termination of this consulting relationship shall not release them from their obligation hereunder regarding such Intellectual Property.

SECTION 10: COMMUNICATIONS AND PAYMENTS

10.1: All communications, invoice for payments and legal notices provided for in this Agreement shall be sent by first class mail, postage prepaid, addressed to the following persons:

327 Solutions, Inc.
10 Summit Avenue
Paoli, PA 19301

Accelerated Instructional Media, Inc.

SECTION 11: ASSIGNMENT

11.1: Neither party shall have the right to assign this Agreement or any of the rights or obligations hereunder without the prior written consent of the other party.

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SECTION 12: NON-SOLICITATION

12.1: AIM agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit employment from 327's clients during the terms of this Agreement nor following the end or termination of this Agreement for a period of 1-year. AIM acknowledges that breach of this section would cause actual damage to 327 that would be difficult to ascertain. Therefore, in the event of a breach of this section by AIM, AIM agrees to pay to 327 a fee equal to 100% of the AIM's current Exhibit fees, within 30 days of their employment with 327 client.

12.2: AIM agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly contact 327's clients following termination of this Agreement. AIM acknowledges that breach of this section would cause actual damage to 327 that would be difficult to ascertain. Therefore, in the event of a breach of this section by AIM, AIM agrees to pay to 327 a fee equal to 100% of the invoiced amount.

12.3: AIM agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly accept job orders from 327 clients whom AIM has worked for and/or is aware of a 327 client relationship for a period of 1-year. Job orders include contract, temp-to-perm, consulting and full-time placement requests. 327 retains first right of refusal for job orders received by AIM from client for a period of 1-years (365-days) from the first day of service to 327 client, or first day of 327 and AIM discussing a 327 client opportunity.

SECTION 13: DISCLAIMER

13.1: In no event shall 327 be liable for special, indirect, incidental or consequential damages, including, without limitation, lost profits of AIM.

SECTION 14: DISPUTE RESOLUTION

14.1: If a dispute arises between the parties relating to this Agreement, the parties shall meet in good faith to attempt to resolve the dispute. In the event the dispute is not resolved through negotiation within ten (10) business days after said meeting(s), the parties shall submit to confidential, non-binding mediation before a mutually acceptable mediator. If after mediation, the dispute remains unresolved, each party shall be free to pursue any available appropriate remedy at law. Each party shall bear its own legal fees and any costs incurred under Section 14.

SECTION 15: Non-Compete

15.1: AIM certifies that they have no outstanding agreement, non-compete or obligation that conflicts with any of the provisions of this Agreement, or that would preclude or in any way compromise AIM's compliance with the provisions hereof. AIM agrees to bear 327's legal fees and any costs incurred under Section 15.



SECTION 16: MISCELLANEOUS

16.1: This Agreement constitutes the entire understanding between the parties on the subject matter defined herein and supersedes all prior contracts, agreements, and understandings relating to the same subject matter between the parties. No change or modification to this Agreement shall be effective unless it is in writing and signed by 327 and AIM.

16.2: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, U.S.A, without regard to its conflict of laws provisions.

16.3: Any notice permitted or required to be given pursuant to the provisions of this Agreement shall be in writing and shall be deemed to have been given when delivered personally, or by delivery service, or on the second business day after the date on which sent by registered or certified mail, postage prepaid. Such notices must be mailed to the party for whom intended at the address set forth on the signature page of this Agreement or at such other address, notice of which is given as provided herein.

16.4: The terms of this Agreement bind and benefit the heirs, legal representatives, successors, and assigns of the parties; provided, however, that AIM may not assign or transfer this Agreement, or assign or delegate any of her duties hereunder without the prior written consent of 327, and any such assignment, transfer, or delegation, without the prior written consent of 327, shall not be binding upon it or in any way affect 327.

16.5: This Agreement may not be modified or amended except by a written agreement signed by the parties and attached hereto.

16.6: The terms of Sections 3, 4, 6, 7, 9, 12 and 13, and the parties' obligations thereunder, shall survive termination or expiration of this Agreement and completion of AIM services hereunder.

SECTION 17: ENFORCEABILITY

17.1: In the event that any Section(s) or provision(s) herein is discovered or subsequently deemed to be unenforceable in the Commonwealth of Pennsylvania, all other Sections and provisions contained herein shall remain enforce.

The logo consists of a blue square frame. Inside the frame, the letters "DS" are positioned at the top left, and a stylized, handwritten-style "AM" is centered below them.

Acceptance Sheet

IN WITNESS THEREOF, the following have caused this Agreement to be executed effective as of this day and year above written.

Accepted By:
Brian D. McCarthy



Title:
Managing Partner, President
Company:
327 Solutions, Inc.
Date:
March 18, 2015

Accepted By:
Abigail Mirarchi

DocuSigned by:


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Title:
ISD/Training PM Consultant, President
Company:
Accelerated Instructional Media, Inc.
Date:
3/18/2015

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