

GLOBAL ENGLISH MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT ("AGREEMENT") GOVERNS CUSTOMER'S ACQUISITION AND USE OF GLOBAL ENGLISH CORPORATION'S SERVICES. BY ACCEPTING THIS AGREEMENT AND BY SIGNING AN ORDER THAT REFERENCES THIS AGREEMENT, CUSTOMER AGREES TO THE TERMS SET FORTH HEREIN.

This Agreement (version no. GEMSA010417v1) is effective between GlobalEnglish and Customer as of the date Customer accepts this Agreement.

1. DEFINITIONS. Capitalized terms set forth herein shall have the meanings set forth below and, if not defined below, in the applicable Order. (A) "CUSTOMER" means the company or other legal entity that accepts this Agreement. (B) "CUSTOMER DATA" means all electronic data or information contributed by or on behalf of Customer including personally identifiable information. (C) "ORDER" means the documents for placing orders hereunder that are entered into between Customer and GlobalEnglish (e.g., order forms). All Orders executed during the Term (defined below) are incorporated herein by reference. (D) "SERVICES" (INCLUDING "DOWNLOADED SERVICES") means the service(s) provided by GlobalEnglish pursuant to an Order. (E) "SUBSCRIBER" means a Customer employee, contractor or agent authorized to access the Services in accordance with this Agreement, for whom a subscription to a Service has been purchased under an Order, and who has a unique identification and password to the Service.

2. USE OF THE SERVICES. (A) SUBSCRIPTIONS. Unless otherwise specified in the applicable Order or this Agreement, Services are purchased per Subscriber and may be accessed by no more than the total number of Subscribers specified in the applicable Order. All subscriptions will expire no later than the last day of the Period of Use or the Service Expiration Date, indicated in an Order, whichever date occurs first, regardless of when Services are activated. Use of some Services may require Subscribers to download and install certain proprietary software in order to access such Services ("Downloaded Services"). Such use, download and installation of such software and the related Services shall be governed by this Agreement and the GlobalEnglish Terms of Service. If Subscriber does not

agree with the Terms of Service, Subscriber should not use, download or install the software nor use the related Services. (B) PERSONAL USE; NON-TRANSFERABILITY. Access to Services is provided for personal use of each Subscriber; once activated, subscriptions may not be transferred from one Subscriber to another. (C)

RESPONSIBILITIES. Customer shall be responsible for (i) Subscriber's compliance with this Agreement and the use of Services by Subscribers; and (ii) the accuracy and legality of Customer Data and the means by which Customer acquired Customer Data. At all times, Customer and Subscribers will comply with GlobalEnglish Terms of Service located at www.login.GlobalEnglish.com. (D) MAINTENANCE. GlobalEnglish schedules regular maintenance releases to the Services for up to eight (8) hours per month and also conducts an emergency maintenance release from time to time. Reasonable advance notice will be provided to Customer with regard to maintenance and emergency releases, when possible.

3. PROPRIETARY RIGHTS. (A) OWNERSHIP; LICENSE GRANT. The Services may include technology and content licensed by GlobalEnglish from third party suppliers. All ownership and rights in the Services will remain with GlobalEnglish and its suppliers. The Services, components and/or add-ons thereof, are protected by patent, copyright, trademark, and trade secret laws. For any Downloaded Services, and for the duration of its associated Service Access Period as set out in an Order, GlobalEnglish grants Subscriber a limited, non-exclusive worldwide license and right to install and use the Downloaded Service for their personal use on Subscriber's computer subject to the terms of this Agreement and GlobalEnglish Terms of Service. (B) RESTRICTIONS. Customer shall not, directly, indirectly or through its Subscribers: (i) attempt to sell, transfer, assign, rent, lend, lease, license, sublicense or otherwise provide third parties with rights to the Services; (ii) use the Services in a manner that interferes with, degrades, or disrupts the integrity or performance of any GlobalEnglish technologies, services, systems or other offerings, including data transmission, storage and backup; (iii) access the Services for the purpose of developing a product or service that competes with the GlobalEnglish online products and services; (iv) alter, remove or modify any component of the Services, including any proprietary marks or images included in or displayed as part of; (v) "frame," "mirror", copy or otherwise enable third parties

to use the Services (or any component thereof) as a service bureau or other outsourced service; (vi) circumvent or disable any security features or functionality associated with Services; or (vii) use Services in any manner prohibited by law. (C) RESERVATION OF RIGHTS IN SERVICES. Subject to the limited rights expressly granted hereunder, GlobalEnglish reserves all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

4. TERM AND TERMINATION. (A) TERM. This Agreement will commence upon the earlier of Customer's acceptance of this Agreement or the Service Activation Date of the initial Order, and, unless terminated earlier pursuant to Section 4(B), will end on the last Service Expiration Date indicated on the final outstanding Order ("Term"). (B) TERMINATION. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured thirty (30) days after written notice. Upon termination or expiration of an Order for any reason, all subscriptions granting access to Services on that Order shall end. Upon termination or expiration of this Agreement for any reason, all subscriptions granting access to Services shall end. (C) RETURN OF CUSTOMER DATA. Within thirty (30) days of termination of an Order, Customer may request the return of Customer Data, and GlobalEnglish shall make Customer Data available to Customer via electronic file transfer. For clarity, Customer, and not GlobalEnglish, shall be solely responsible for making all backup and archival copies of data, information, or other materials that Customer has contributed to the Services. Thirty (30) days after termination or expiration of an Order, GlobalEnglish shall have no further obligation with respect to Customer Data and may, at its option, permanently delete or destroy the Customer Data and all information and materials contained therein.

5. FEES AND PAYMENT. (A) FEES. In consideration for the Services provided hereunder, Customer shall pay all fees specified in all Orders hereunder. Except as otherwise specified herein or in an Order: (i) fees are based on Services purchased and not on actual usage; (ii) payment obligations are non-cancellable and fees paid are non-refundable; and (iii) the number of Subscribers shall not be reduced during the Order. (B) PAYMENT AND INVOICING. Applicable payment terms are set forth in each Order. This Agreement assumes payments to be made in one currency from a single designated invoicing entity, based on one invoice per year for all Services. Additional invoice requests will result in an additional administrative fee. (C)

SUSPENSION. GlobalEnglish reserves the right to suspend the performance of any or all of its obligations under this Agreement upon thirty (30) days prior written notice if amounts are not paid when due and remain unpaid at the end of such notice period. (D) ACCELERATION. In the event that Customer activates any Subscriber subscriptions before payment is due under subsequent years of an Order, if applicable, then scheduled payments for applicable subsequent years thereunder shall be automatically accelerated to become immediately due and payable, notwithstanding any extended payment terms provided in the applicable Order.

6. WARRANTY. (A) LIMITED WARRANTY. Each party warrants that it has the necessary rights to enter into this Agreement. Customer warrants that it will not take any action inconsistent with GlobalEnglish's ownership rights in the Services. GlobalEnglish and its suppliers are not responsible for compatibility problems of any computer hardware or operating system with which the Services will be accessed and utilized. Customer shall be responsible for ensuring that its systems and equipment meet GlobalEnglish's minimum technical requirements. A list of GlobalEnglish's standard minimum requirements is available upon request. GlobalEnglish further warrants that to the best of its knowledge, at the time of delivery to Customer from GlobalEnglish, the Downloaded Services (in the form delivered from GlobalEnglish to Customer) contains no authorization codes, computer viruses, spyware, time bombs, worms, or other contaminants intended to modify, monitor, damage, or disable Customer's computer systems. (B)

DISCLAIMERS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND. GLOBALENGLISH, ITS SUPPLIERS AND LICENSORS MAKE NO WARRANTY IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT AND HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY RESULTS, NON-INFRINGEMENT, OR TITLE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. Further, GlobalEnglish and its suppliers make no warranty about the suitability of the Services or content for any purpose and do not warrant that the Services, including Services specified in each Order, will meet Customer's

requirements. GlobalEnglish does not warrant that the operation of the Services or access to the GlobalEnglish website(s) will be uninterrupted or error-free. Customer acknowledges and agrees that Services in an Order may be subject to limitations, delays, and other problems inherent in the use of Internet applications and electronic communications. GlobalEnglish is not responsible for any such delays, delivery failures, or any other damage resulting from events beyond GlobalEnglish's reasonable control, without regard to whether such events are reasonably foreseeable by GlobalEnglish. Customer agrees that GlobalEnglish is not responsible for any third party content that may form part of the Services. GlobalEnglish does not monitor groups, chat rooms or message boards as a matter of policy, but it retains the right to remove content. The Services may contain links to websites operated by other parties, which are provided for convenience only; Customer agrees that GlobalEnglish is not responsible for the availability or contents of such websites. Customer agrees that the Services purchased hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by GlobalEnglish regarding future functionality or features of the Services.

7. INDEMNIFICATION. GlobalEnglish will indemnify and hold Customer harmless from and against any third party claim that Customer's authorized use of the Services in the form delivered by GlobalEnglish to Customer, infringes a valid U.S. copyright of a third party existing at the time of delivery ("Claim"), and GlobalEnglish will pay all costs, liabilities, losses and expenses (including reasonable attorney's fees and costs) finally awarded against Customer by a court of competent jurisdiction; provided that Customer: (a) promptly provides GlobalEnglish with written notice of the Claim; (b) at GlobalEnglish's expense, provides all assistance reasonably necessary for the defense of the claim; and (c) gives GlobalEnglish sole control of the defense and settlement of the Claim. The defense and/or settlement of a Claim by Customer without such notice and opportunity to GlobalEnglish shall relieve GlobalEnglish of any further obligation to indemnify Customer with regard to such Claim. In the event any such Claim interferes with Customer's right to use the Services, or if GlobalEnglish reasonably believes any Claim may interfere with Customer's right to use the Services, GlobalEnglish may at its sole discretion and expense: (x) procure a license that will protect Customer against such claim; (y) modify or replace the Services with other services having substantially similar capabilities; or (z) if non-infringing products or a license

to use cannot be reasonably obtained, terminate this Agreement and refund prepaid subscription fees for the remaining Period of Use (or Service Access Period, if shorter). The rights and remedies granted Customer in this Section state GlobalEnglish's exclusive liability, and Customer's entire remedy, with respect to any claim of infringement. GlobalEnglish's obligations under this Section do not apply to any infringement arising out of the use of the Services in a manner other than as authorized under this Agreement. Customer shall indemnify, defend and hold harmless GlobalEnglish, its directors, officers and employees from and against any and all liabilities, damages, settlements, claims, actions, suits, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees) arising from or occurring as a result any third party claim to the extent arising out of the allegation: (i) of unfair business actions, fraud, or the like by Customer; (ii) that any use of the Services or related scores are used in a manner not in accordance with all applicable law, or for other than lawful purposes.

8. LIMITATION OF LIABILITY. (A) LIMITATION OF LIABILITY. CUSTOMER'S EXCLUSIVE REMEDY AND GLOBALENGLISH'S, ITS SUPPLIERS' AND LICENSORS' TOTAL AGGREGATE LIABILITY RELATING TO, ARISING OUT OF, IN CONNECTION WITH, OR INCIDENTAL TO, THIS AGREEMENT (WHETHER IN CONTRACT, TORT, WARRANTY, INDEMNIFICATION OR ANY OTHER CLAIM) SHALL BE LIMITED TO CUSTOMER'S ACTUAL DIRECT DAMAGES, UP TO THE AMOUNTS PAID BY CUSTOMER AND RECEIVED BY GLOBALENGLISH HEREUNDER IN THE PRIOR TWELVE (12) MONTHS. CUSTOMER HEREBY RELEASES GLOBALENGLISH, ITS SUPPLIERS AND LICENSORS FROM ALL OBLIGATIONS, LIABILITY, CLAIMS OR DEMANDS IN EXCESS OF THIS LIMITATION. (B) EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. IN NO EVENT SHALL GLOBALENGLISH OR ITS SUPPLIERS AND/OR LICENSORS INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE SERVICES BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR LOSS OF BUSINESS INFORMATION, OR THE COST OF SUBSTITUTE SERVICES, OR OTHER ECONOMIC LOSS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), VIOLATION OF STATUTE, OR OTHERWISE, AND REGARDLESS OF WHETHER OR

NOT GLOBALENGLISH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. CONFIDENTIALITY. "Confidential Information" means any and all confidential or proprietary information and data of one party (the "Disclosing Party") disclosed to the other party (the "Receiving Party") in connection with this Agreement and which is identified as, or should be reasonably understood to be, confidential at the time of such disclosure. Confidential Information shall include the terms of this Agreement. The Receiving Party shall: (A) protect the Confidential Information with the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care); (B) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (C) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. This Section shall not apply to any information which: (W) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party in breach of this Agreement; (X) was rightfully within the Receiving Party's possession prior to its disclosure hereunder by or on behalf of the Disclosing Party; (Y) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party not under obligation to keep such information confidential; or (Z) is developed independently by the Receiving Party without access to any Confidential Information of the Disclosing Party. In the event that Receiving Party becomes legally compelled to disclose any Confidential Information, Receiving Party shall provide the Disclosing Party with prompt written notice so that such Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the confidentiality provisions of this Agreement. Any Confidential Information provided hereunder shall remain the exclusive property of the Disclosing Party. The obligations set forth herein with respect to Confidential Information shall continue in full force and effect for a period of two (2) years after the date of disclosure. Thereafter, the parties' obligations shall survive and continue with respect to any Confidential Information that is a trade secret or protected data under applicable law.

10. GENERAL. (A) COMPLIANCE WITH LAWS;

EXPORT CONTROL, CERTIFICATIONS; ASSISTANCE; DATA PROTECTION; ARBITRATION. Customer agrees to fully comply with all applicable international, national, federal, state, and local laws and regulations in performing its obligations hereunder, including, without limitation, those pertaining to anti-bribery and corruption, all end-user, end-use and destination restrictions issued by U.S. and other governments and the U.S. Export Administration. Each party shall comply fully with all applicable provisions of the U.S. Foreign Corrupt Practices Act. Customer and its Subscribers may not download, access via a software as a service ("SaaS") subscription or otherwise export or re-export the Services or any direct product thereof or any technical data related thereto except in strict compliance with all United States export control laws and other applicable laws and regulations (collectively, "Export Laws"). Without limiting the preceding sentence, Customer will ensure that neither the Services nor any direct product thereof nor any technical data related thereto: (i) is downloaded, accessed via a SaaS subscription, exported or re-exported to any country, destination, entity, organization or individual to which the U.S. has prohibited the export of goods, as identified on any list maintained by the U.S. Bureau of Industry Security, U.S. Treasury Department or other U.S. government department or agency; or (ii) used for any purposes prohibited by the Export Laws. By downloading and/or accessing the Services via SaaS, Customer agrees to the foregoing and Customer is representing and warranting that Customer and/or its Subscribers are not located in, under the control of, or a national or resident of any country or destination to which the U.S. has prohibited the export of goods and Customer is not an entity, organization or individual to which the U.S. has prohibited the export of goods. Customer agrees to assist GlobalEnglish with any tax certificates, applications, or filings required in connection with Customer's use of the Services in Customer's territory. (B) DATA PROTECTION. GlobalEnglish warrants that during the Service Access Period of an Order, any and all personal information of Subscribers will be treated in accordance with the Data Protection Policy located at <http://www.globalenglish.com/Data Processing Policy> ("Data Protection Policy"). By signing this Agreement, Customer is indicating its acceptance of the Data Protection Policy. The Data Protection Policy is subject to change at GlobalEnglish's discretion; however, GlobalEnglish will not materially reduce the level of security specified in this document during the performance of Services under Customer's Order. (C)

LIMITED RIGHTS. Customer authorizes GlobalEnglish to feature its name and logo as a customer on the Services and related promotional materials, press releases and similar communications, and Customer grants GlobalEnglish a limited license in that respect. The parties will cooperate with each other in order to create such material, the content, timing and necessity of which will be agreed upon in writing by both parties. (D) ASSIGNMENT AND SUCCESSORS IN INTEREST, INDEPENDENT CONTRACTORS. Customer may not assign or transfer this Agreement, in whole or in part, whether by operation of law or otherwise, without GlobalEnglish's express prior written consent, which GlobalEnglish may withhold in its sole discretion. Any attempted assignment or transfer without such consent will be null. Each of the parties is operating as an independent contractor. (E) ARBITRATION; VENUE/CHOICE OF LAW. If any dispute, controversy or claim arises out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach or termination (each, a 'Dispute'), it shall be referred, upon written notice (a 'Dispute Notice') given by one party to the other, to a senior executive from each party. The senior executives shall seek to resolve the Dispute on an amicable basis within 30 days of the Dispute Notice being received. Any Dispute not resolved within 30 days of the Dispute Notice being received may be referred by either party to (and if so referred shall be finally resolved by) arbitration under the of Arbitration of the International Chamber of Commerce, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one, which arbitrator shall be versed in SaaS related matters. The seat, or legal place, of arbitration shall be San Francisco, United States. The language to be used in the arbitral proceedings shall be English. The governing law of the Agreement shall be the substantive law of California, United States, without regard to or application of conflict of laws rules or principles, and the parties submit to the exclusive jurisdiction and venue of the courts of the State of California. In no event shall either the United Nations Convention on Contracts for the International Sale of Goods or any adopted version of the Uniform Computer Information Transactions Act apply to, or govern, this Agreement. (F) ENTIRE AGREEMENT, WAIVER, AMENDMENTS. This Agreement, including all Orders, exhibits and addenda executed hereunder contains the entire agreement between Customer and GlobalEnglish concerning its subject matter and supersedes all prior and contemporaneous negotiations or agreements, proposals or representations, written or oral, concerning

its subject matter. Any modification, amendment or waiver of any provision of this Agreement (collectively and individually, an "Agreement Change") may only be in writing and either signed or accepted by both parties (which may include email). For any email Agreement Change: (a) Customer party sending such email represents and warrants it has the full power and authority to enter into the Agreement Change and bind the Customer to same; and (b) any such email must originate from the GlobalEnglish Legal Department. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding Orders) shall be incorporated into or form any part of this Agreement, and all such terms or conditions are null and void. No provision or breach of this Agreement shall be deemed waived by GlobalEnglish except in writing. (G) SEVERABILITY; CONSTRUCTION; TRANSLATION. If any provision of this Agreement is invalid it will be enforced as nearly as possible, and the remainder of this Agreement will remain in full force. Any translated version of this Agreement is provided for convenience only, and the English version shall control in the event of a dispute. Sections 2, 5, 6(B), 8, 9, and 10 shall survive termination of this Agreement. (H) NOTICES. All notices given hereunder shall be in writing. The parties agree that e-mail is an acceptable means of providing notices in connection with this Agreement, except with respect to amendments to this Agreement and notices under Section 4 and this Section 10. All other notices and communications to GlobalEnglish hereunder shall be sent to the address or facsimile number stated below. All other notices and communications to Customer hereunder shall be sent to the address or facsimile number stated in any mutually signed Agreement. Such notices and communications hereunder shall be sent using the following means: (i) facsimile; (ii) personal delivery; or (iii) nationally/internationally recognized express courier. Notices will be deemed to be duly given: (a) for facsimile, upon confirmation of receipt by the receiving party; (b) for personal delivery, upon delivery; and (c) for courier, two (2) business days after dispatch with such courier. **GlobalEnglish Address: 2000 Sierra Point Parkway, Suite 300, Brisbane, California, 94005, USA, ATTN: Legal Department GlobalEnglish Facsimile: +1.650.246.6300, ATTN: Legal Department.**