

Master Services Agreement

Between

Company Name

&

YouTestMe

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1 Introduction

This Master Services Agreement (the “Agreement”), effective July, 7 2022, serves to define the partnership:

BETWEEN: **Company Name**, organized and existing under the laws of **Country**, with its head office located at:
 Street Address
 City
 State
 Country

 (“Distributor”)

AND: **YouTestMe**, a corporation organized and existing under the laws of Canada, with its head office located at:
 150 King Street West, Suite 200
 Toronto
 ON, M5H 1J9
 Canada

 (“Provider”)

By signing this agreement, both parties agree to terminate all previously effective agreements between them.

2 General

Provider considers Distributor as its partner-distributor.

Distributor is responsible for all clients it subsequently finds or contacts.

3 Pricing

3.1 General

Distributor acts as a reseller - buys the licenses and services from Provider and distributes them among their clients.

Distributor is entitled to any number of licenses to distribute among their clients.

Licenses will not be shared among clients.

A single license entitles Distributor to a single copy of the system. Distributor is not allowed to create any copies of the system for which they do not have a unique license.

3.2 Pricing

Distributor can rely on Providers pricing from the following links:

- [SaaS Pricing](#)
- [On-premise Pricing](#)
- [Support Pricing](#)
- [Proctoring Pricing](#)

Distributor can increase the base prices from Providers initial pricing anyway they see fit and present those prices to their clients.

In case of an increase from 0%-99%, Distributor is intitled to all proceedings above the base price.

E.g., in case the base price is USD 100,000.00, and Distributor sells the service for 199,000.00, Distributor will receive 99,000.00 and Provider will receive 100,000.00.

In case of an increase from 100% or more, Distributor is entitled to 50% of the total proceedings (including the base price).

E.g., in case the base price is USD 100,000.00, and Distributor sells the service for 250,000.00, Distributor will receive 125,000.00 and Provider will receive 125,000.00.

3.3 Special conditions

Add any special conditions that were negotiated with the partner.

4 Marketing

For the duration of this Agreement, Distributor is entitled to their own:

- Demo instance of YouTestMe GetCertified, intended for:
 - Demonstrations
 - Marketing purposes
 - Exploring the system

Provider will host Distributors demo instance free of charge.

5 Data access

Provider does not have the right to access any sensitive data on the instances of Distributors clients except for the purpose of fulfilling their obligations - this includes but is not limited to the tests, test results, users' data, or any other information about Distributor clients and their candidates.

6 Agreement renewal

Each side has the right not to renew but is obligated to provide a 60-day written notice prior to the date the Agreement needs to be renewed. This Agreement will continue in effect for a period of one year after the signing and shall then automatically renew each year unless one or both parties decide not to renew.

7 Intellectual property infringement

The Provider undertakes that:

- The Provider is the owner of all intellectual property rights in and to the systems, and there is no pending litigation against the Provider which could materially impact its ability to perform its obligations under this Agreement.
- The Provider has full power and right to license the systems and perform all other terms of this Agreement, and the use of the systems, or the exercise of the licenses granted hereunder, will not violate or interfere with the intellectual property or contractual rights of any third party, including without limitation, those rights arising under copyright, trademark, trade secret or patent law.
- The Provider agrees to indemnify and hold harmless the Distributors from and against any and all third-party claims and resulting losses, costs, liabilities, and expenses (including all legal fees incurred by the Distributors on an indemnity basis) arising from any alleged or actual infringement of the intellectual property of third parties in respect of the licensing or sale of the systems under this Agreement.

YouTestMe

by its authorized signatory:

Company Name

by its authorized signatory:

Zoran Kukoljac

Chief Executive Officer

First Name Last Name

Title