

THE LANGUAGE SPOT, LLC SERVICES AGREEMENT

This Services Agreement (the “Agreement”) is made and effective on January 1, 2022 (“Effective Date”) by and between THE LANGUAGE SPOT, LLC, an Illinois limited liability company (“TLS” or the “Company”) and the Student listed on website registration (the “Client”), for good and valuable consideration, as follows:

1. Scope of Services. TLS shall provide Client with the following:
 - A. Teaching of the Spanish class curriculum that the student is registered for on the online registration platform for the duration listed for the class on The Language Spot website.

2. Client’s Obligations/Billing Arrangements. In exchange for the Services indicated above, the Client agrees to pay the amount listed on The Language Spot website for the classes for which enrolled. There will be no refunds once the first class has started.

3. Other Work On a Time and Materials Basis. At Client’s request, TLS may agree to perform additional services or consultation for Client (“Other Work”). Such Other Work will be billed on a time and materials basis, with TLS compensated for its time at its standard hourly billing rates in effect at the time of Client’s request, and reimbursed for its expenses incurred.

4. General Terms and Conditions. This Agreement includes certain “General Terms and Conditions,” attached hereto and incorporated by reference as “Exhibit A.”

5. Waiver of Liability and Assumption of Risk. In consideration of participation in a class or activity provided by The Language Spot, LLC, Client hereby waives, releases and discharges any and all claims for damage for personal injury, death, or property damage which Client, his/her child, or their agents or invitees may have, or which may hereafter accrue to same, as a result of participation in this activity. It is understood that activities such as the ones I will be participating in, involve an element of risk and danger of accidents, and knowing those risks, client hereby assumes those risks. It is further agreed that this waiver, release, and assumption of risk is to be binding on Client’s heirs and assigns. Client agrees to indemnify, defend and hold harmless TLS and the Indemnities as per Paragraph E of Exhibit A hereto to the fullest extent of the law, from any loss, liability, damage, cost or expense which may incur as the result of Client’s, or Client’s child’s, death or any injury or property damage they may sustain while participating in TLS classes or activities. This waiver of liability and assumption of risk expressly includes but is not limited to such risks as are inherent for a class occurring in a classroom setting. TLS makes no representation or warranty as to the condition of the classroom, and Client waives all liability and assumes all risk for same. TLS also makes no representation or warranty as to the health,

vaccination status, or condition of the class teacher(s) or students. Client waives all liability and assumes all risk of same, including but not limited to risk of Client or Client's child contracting Covid-19 or other infectious disease.

IN WITNESS WHEREOF, The persons signing below acknowledge that they have legal authority to execute this Agreement for the party for whom they sign. A facsimile signature shall be binding as an original signature for execution of this Agreement. This Agreement may be executed in counterparts, but shall not be effective until executed by both parties.

The Language Spot LLC

See Client's Electronic Signature on Website Registration

Karen E. Grotbo

(Electronic Signature)

January 1, 2022

EXHIBIT A - General Terms and Conditions

A. Default. Failure of either party to perform an obligation under this Agreement, including failure of Client to pay Company any sum when due hereunder, shall constitute a default.

B. Company Remedies. In the event of a default by Client for failure to pay a sum due hereunder or other default under this Agreement, Company in its sole and absolute discretion shall have the right, cumulatively in whole or in part, to terminate this Agreement and to suspend or cease providing services or to require an increased fee for services; to sue Client for legal or equitable relief and to pursue any other remedy available under applicable law.

C. Client Remedies. In the event of a default by Company, the parties agree that the Client's damages shall be limited to the fees paid to Company pursuant to this Agreement.. Company shall not be deemed liable for any losses resulting from advice provided or work done by Company or the Indemnitees, or for lost profits therefrom, or any other incidental or consequential damages, whether or not Client has been advised of the possibility of such damages.

D. Attorneys' Fees and Costs. In addition to the remedies provided elsewhere herein, in the event of a default by Client, or a claim by Client of a default by Company in which Client does not prevail, the Company shall recover from Client its costs of collection and litigation, including reasonable attorneys' fees.

E. Indemnification. Client shall indemnify and hold harmless Company, its members, managers, officers, employees, and agents (the "Indemnitees") from and against any cost, damage, claim, liability or expense occasioned by any negligent or wrongful act of Client or any of Client's officers, directors, employees, invitees, or agents, and Client shall defend and protect the Indemnitees from and against the same at Client's own cost and expense. This indemnification shall survive the expiration or earlier termination of this Agreement.

F. Entire Agreement. This Agreement, including any and all exhibits hereto, reflects the entire agreement between the parties respecting the subject matter hereof and supersedes any and all prior agreements, understandings or commitments, written or oral between the parties hereto. This Agreement may only be modified or amended by a subsequent written agreement signed by both parties hereto. No changes, alterations, additions or deletions to the printed contents of this Agreement shall be effective without the signature or initials of each party to the Agreement at the location of each change, alteration, addition, or deletion.

G. Assignment. Client may not transfer or assign its rights under this Agreement without Company's prior written consent.

H. Independent Contractors. The relationship between Company and Client is that of independent contractors and not agents or employees. Under no circumstances shall this Agreement be considered a contract of partnership or joint venture. Neither party shall be liable for any of the debts, accounts, obligations or other

liabilities of the other party, its agents or employees, and neither party shall have any authority to obligate or bind the other party in any manner except as may be expressly provided herein.

I. Force Majeure. If any event occurs whereby Company's performance hereunder is materially hampered, as a result (wholly or in part) of any cause not entirely within Company's control and which it could not by reasonable diligence have avoided, such as a fire or other Act of God, riot, labor strike, work stoppage, refusal to work, lock-out, slow-down, picketing, boycott, or any other concerted activities, whether engaged in by employees or non-employees of Company, Covid-19 or other infectious disease outbreak, national or local emergency, calamity or other cause not entirely within Company's control (each a "Force Majeure"), Company's performance under this Agreement shall be suspended for the period of the Force Majeure, and Company shall return to Client any advance payment made by Client for the affected period without any further liability or obligation on the part of Company which arises out of such suspension.

J. Choice of Law, Venue. This Agreement is entered into in the State of Illinois, County of McLean, and, in the event of any controversy or litigation, shall be subject to the jurisdiction of, and venue shall be solely in, the Circuit Court for the Eleventh Judicial District, McLean County, Illinois, and governed by and construed in accordance with the laws of the State of Illinois, without regard to its principles of conflicts of laws.

K. No Waiver. No waiver shall be effective unless in writing and executed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver in respect of any subsequent breach or default, whether similar or dissimilar in nature, unless expressly so stated in writing.

L. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

M. Ambiguities. Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

N. Headings. Any headings preceding the text of the several sections, paragraphs or subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

O. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument.