

EXHIBIT F TO THE OFFERING CIRCULAR
CALL CENTER LICENSE AGREEMENT





This HUNTINGTON LEARNING CENTERS, INC. CALL CENTER LICENSE AGREEMENT (the "Agreement") is made and entered into on _____ (the "Agreement Date") between Huntington Learning Centers, Inc. (the "Franchisor"), a corporation incorporated in Delaware or its successors and assigns, and you, the Franchisee, _____ a [*insert one of: individual or partnership or corporation, or limited liability company*] _____. As used in this Agreement, "you" and "Franchisee", means the individuals, corporation, partnership, or limited liability company referenced as "Franchisee" in this paragraph of this Agreement.

Based upon the representations, warranties, and covenants in this Agreement, and subject to this Agreement, you and the Franchisor agree as follows:

1. **Franchise; Call Center.** You and the Franchisor have entered into that certain franchise agreement (the "Franchise Agreement") dated _____ regarding the operation of a franchised Huntington Learning Center (the "Franchised Center") for the Exclusive Area identified in your Franchise Agreement as _____.

The Franchisor or its affiliate has established and operates a call center (the "Call Center"). An "affiliate" shall mean an entity or person controlling, controlled by, or under common control with, another entity or person. The Call Center offers services to Huntington Learning Centers operated by franchisees of the Franchisor and by the Franchisor or affiliates of the Franchisor. Although not obligated to do so, the Franchisor has offered you the opportunity to use the services of the Call Center. You are not required to enter into this Agreement in connection with your Franchise Agreement or otherwise.

2. **Term.** Except as otherwise provided in this Agreement, the term of this Agreement and all rights granted under it expire on upon the expiration or termination of the current term of the Franchise Agreement; provided, however, that either you or the Franchisor may terminate this Agreement at any time for any or no reason, upon 30 days' prior written notice.

3. **Grant; Equipment; Standards.**

- 3.1. **Grant.** The Franchisor grants to you, and you accept, the limited and non-exclusive right (the "License") for you to use the Call Center in the manner described in this Agreement and in no other way. You agree to direct all calls received over all of your Franchised Center's advertised phone numbers to the Call Center and to cooperate fully with the Franchisor and the Call Center to achieve the purpose of this Agreement. The Franchisor may grant licenses to others to direct phone calls to the Call Center upon other or different terms at any time and in any location.

- 3.2. **Call Center Standards.** The Franchisor shall provide you with a written description of the technical and other equipment and standards (the "Call Center Standards") required under the License, and you agree to obtain, use, and maintain such equipment and to comply with such standards as required therein. By way of example and without limitation, equipment includes computer and telephone software, computer and telephone equipment, local and remote access lines, email, and equipment and software providing access to the Internet; and standards include the manner of use of the equipment; how the equipment is used in the operation of your Huntington Learning Center; procedures by which you interface with the Call Center; billing procedures; and payment terms. The Franchisor may change, improve, modify, and amend the Call Center Standards from time to time and you agree promptly to comply fully with the then-current Call Center Standards.

- 3.3. **Manner of Operation.** At all times during the term of this Agreement, you shall keep open and in operation the Franchised Center for such minimum hours and days as the Franchisor shall specify in the Call Center Standards or in writing from time to time; you shall operate your Franchised Center in strict compliance with the standards, specifications, procedures, and policies described in this Agreement, in the Call Center Standards, and required by the Franchisor in writing from time to time; and you shall refrain from deviating from such standards, specifications, procedures, and policies without the Franchisor's prior, written consent.

4. Fees.

- 4.1. Set-up Fee, Monthly Use Fee, Unit Call Fee. You agree to pay to the Franchisor and all other parties promptly upon demand all fees related to your use of the Call Center. You agree to pay the Franchisor the following fees:
 - 4.1.1. Upon execution of this Agreement, a set-up fee (the "Set-up Fee") for your connection to the Call Center of \$500;
 - 4.1.2. Each month during the term of this Agreement, a monthly fee for use of the Call Center (the "Monthly Use Fee") of \$275 per month. The first Monthly Use Fee is due the month of set-up;
 - 4.1.3. A per call fee (the "Unit Call Fee") of \$2.00 for each call received from your Franchised Center by the Call Center; and
 - 4.1.4. An hourly fee (the "Hourly Connection Fee") of \$48 per hour for each hour the Call Center is connected to callers from your Franchised Center.
- 4.2. Payment Terms. You agree to pay the Monthly Use Fee, Unit Call Fee, and Hourly Connection Fee within 10 days of your receipt of the Franchisor's invoice. You shall pay all amounts due the Franchisor at the Franchisor's principal business address as listed in Paragraph 29 below, or at any other address the Franchisor designates in writing. If you fail to pay any fee required under this Agreement to the Franchisor within the time period required under this Agreement, such non-payment shall be a material default hereunder. Any fee or other payment due the Franchisor under this Agreement that is not paid when due shall be subject to the then-current late fee and shall bear daily interest at the rate of 10% per annum, but no more than the highest rate permitted by applicable law. You shall have no right to withhold any payment of any Monthly Use Fee, Unit Call Fee, Hourly Connection Fee, or any other monies due to the Franchisor or its affiliates on any grounds (including, without limitation, any claim or counter-claim hereunder or otherwise) and shall have no right to set-off any amount due to the Franchisor or its affiliates against any monetary claim against the Franchisor or its affiliates.
- 4.3. When earned; responsibilities. All fees and charges herein may be changed by the Franchisor on January 1 of each year. Fees herein are fully earned by the Franchisor as follows: The Set-up Fee is earned upon your execution of this Agreement; a month's Monthly Use Fee is earned on the first of each such month during the term of this Agreement; the Unit Call Fee is earned upon the Call Center's receipt of a call from your Franchised Center; and the Hourly Connection Fee is earned for the time the Call Center is connected to a caller from your Franchised Center. No fee earned by, or paid or payable to, the Franchisor under this Agreement is refundable, except as provided herein. You are responsible for payment of all expenses, fees, and charges, including, for example, telephone charges, not expressly included under this Agreement. The Franchisor is not obligated to purchase or buy back anything you may lease, acquire, purchase, or license, whether or not you leased, acquired, purchased, or licensed any such thing at the Franchisor's direction.
- 4.4. Electronic Funds Transfer. The Franchisor has the right to require you make any payments under this Agreement by electronic funds transfer, on-line banking, pre-authorized auto-draft arrangement, or such other means as the Franchisor may specify from time to time, notwithstanding any other provisions of this Agreement, and you agree to comply with such requirement. You must furnish the Franchisor, the Franchisor's bank or other financial institution, and any other recipient of payment with such information and authorizations as may be necessary to permit such persons to make withdrawals by electronic funds transfer, on-line banking, or auto-draft arrangement. You shall bear all expenses, if any, associated with such authorizations and payments.

- 4.5. You agree to reimburse the Franchisor for any fees imposed on the Franchisor or its affiliates by any third party to process any payment you make to the Franchisor under this Agreement. Such third party fees include, without limitation, any fees imposed by a bank or credit card company to process any credit card payment you make to the Franchisor or its affiliates.

5. Use.

- 5.1. Use. You shall use the License according to the terms of this Agreement and according to the Franchisor's standards, as amended from time to time, and in no other way. The License may be used only by you and your shareholders, partners, and employees in your Franchised Center's operation as described in this Agreement. The License and Call Center may not be used in any way not permitted by this Agreement.
- 5.2. Inducements. The Call Center has the right to offer inquirers inducements ("Inducements") such as, by way of example, the following: discounts, inducements, promotions, coupons, give-aways, or free or reduced-cost service. The Call Center is not obligated to offer any inducement, including any inducement requested or offered by you. You agree that, if the Call Center offers an Inducement generally, then it may offer Inducements on your behalf, and you agree to comply with and honor all Inducements.
- 5.3. Direct calls. The Call Center has the right to direct calls from inquirers to your Franchised Center or to other franchised or non-franchised Huntington Learning Centers for any reason, including, for example, the request of the inquirer or the discretion of the individual at the Call Center who responds to the inquirer.
- 5.4. Non-inquirer calls. You agree the Call Center may receive calls that are directed to your Franchised Center that are not from an individual inquiring about services at your Franchised Center, and you agree to pay all fees and expenses, including those fees and expenses described in this Agreement, in connection therewith. By way of example, and without limiting the foregoing, such non-inquirer phone calls may originate from your staff, enrolled students, and wrong numbers.

6. Transfer.

- 6.1. Transfer defined. "Transfer" shall mean the direct, indirect, or contingent sale, assignment, transfer, conveyance, gift, pledge, mortgage or other encumbrance (whether by or among any of your Franchisee Members, as that term is defined in the following sentence) of any interest in the License or this Agreement. "Franchisee Members" shall mean all owners of any interest, directly or indirectly, in any corporation, partnership, or limited liability company that is the Franchisee.
- 6.2. No Assignment by You. This Agreement is personal to you. The Franchisor enters into this Agreement in reliance upon, and in consideration of, your skills, qualifications, and representations and the trust and confidence reposed in you by the Franchisor. Neither you nor any of your Franchisee Members may Transfer any interest in this License or this Agreement. Any purported Transfer shall be null and void and shall constitute a material breach of this Agreement, for which the Franchisor may immediately terminate without opportunity to cure.
- 6.3. Assignment by the Franchisor. The Franchisor has the absolute right to transfer, assign, or sell, by agreement or by law, directly, indirectly, or contingently, this Agreement and this License and any right and obligation under this Agreement and License.

7. **WARRANTY DISCLAIMER. YOU ARE SOLELY RESPONSIBLE FOR USE OF THE CALL CENTER. THE FRANCHISOR DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER SUCH WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO THE CALL CENTER, OR ANY RELATED MATERIAL, TRAINING, OR ASSISTANCE. THE CALL CENTER AND ANY RELATED**

MATERIAL, TRAINING, OR ASSISTANCE ARE PROVIDED "AS IS." WITHOUT LIMITING THE FOREGOING, THE FRANCHISOR MAKES NO REPRESENTATION OR WARRANTY ABOUT THE CALL CENTER'S RESULTS, CORRECTNESS, ACCURACY, RELIABILITY, OR CURRENTNESS; MAKES NO REPRESENTATION OR WARRANTY THAT THE CALL CENTER OPERATION WILL BE UNINTERRUPTED OR ERROR FREE; AND MAKES NO REPRESENTATION OR WARRANTY THAT THE FRANCHISOR HAS USED THE CALL CENTER.

8. LIMITATION OF LIABILITY.

8.1. IN NO EVENT SHALL THE FRANCHISOR BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSSES OR EXPENSES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, OR LOSS OF GOODWILL RELATING TO YOUR LICENSING OR USE OF THE CALL CENTER, EVEN IF THE FRANCHISOR OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE FRANCHISOR BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN FURNISHING THE CALL CENTER UNDER THIS AGREEMENT.

8.2. THE LIABILITY OF THE FRANCHISOR TO YOU FOR DAMAGES OR MONETARY PAYMENTS OF ANY NATURE UNDER THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY, OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), SHALL IN NO EVENT EXCEED THE LICENSE FEE PAID TO THE FRANCHISOR UNDER THIS AGREEMENT. THE FOREGOING DESCRIBES YOUR SOLE AND EXCLUSIVE REMEDY FOR DAMAGES OR MONETARY PAYMENTS AS DESCRIBED ABOVE.

9. **Liability.** You agree that the Franchisor and all Franchisor affiliates and their respective present and former officers, directors, shareholders, agents, contractors, and employees in both their individual and corporate capacity shall not be liable in any manner whatsoever because of your use of the Call Center, including, but not limited to, any reason due to any of the following: (1) the Call Center's failure, interruption, or cessation for any reason; (2) any inability or delay in causing the Call Center to resume operation after it ceases to operate; (3) any failure by the Call Center to meet any standard or goal for any telephone call received from your Franchised Center; and (4) any incorrect or inappropriate information given to any caller. You agree that, in no event shall the Franchisor, or its affiliates, or the Call Center be liable for any indirect, special, incidental, consequential or punitive damages, losses or expenses incurred by you due to your use of, non-use of, or inability to use the License or Call Center, including, but not limited to, loss of actual or prospective customers, loss of use, loss of profits, loss of data, loss of goodwill, or for business interruption.

10. **Termination, Default.** If you are in default under the Franchise Agreement, you shall be in default under this Agreement. This Agreement and License terminate immediately upon termination or expiration of the Franchise Agreement for any reason. The Franchisor has the right to terminate this Agreement upon 10 days written notice to you, without any opportunity to cure the default, for any default by you of any material obligation hereunder. The Franchisor may terminate this Agreement, without an opportunity to cure, if you breach this Agreement, or if you commit a non-curable breach of your Franchise Agreement, or if you are in default of your Franchise Agreement pursuant to a written notice to cure that has not been cured within the time period required or permitted in said notice. Upon expiration or termination of this Agreement for any reason, you shall immediately cease using the License and Call Center and pay all amounts you owe the Franchisor; and you shall comply with all terms and conditions of this Agreement that survive its expiration or termination. If, due to any default by you, this Agreement is terminated, then you shall pay the Franchisor immediately upon written demand all related costs, expenses, and fees (including, without limitation, attorneys' and accountants' fees and expenses, costs of investigation, and court costs and expenses) incurred by the Franchisor.

11. Limitation of Services or Benefits.

11.1. If you are in default of any material obligation hereunder, you agree the Franchisor has the right, in its

sole and absolute discretion, temporarily or permanently, to limit, curtail, or remove certain services or benefits provided or required to be provided to you hereunder in lieu of exercising its right to terminate this Agreement pursuant to the terms hereof, including, without limitation:

- 11.1.1. Limiting your right to use the Call Center;
 - 11.1.2. Modifying Inducements offered to inquirers; and
 - 11.1.3. Not directing to your Franchised Center calls received by the Call Center.
- 11.2. Any services or benefits removed, curtailed, refused, or limited pursuant to this Paragraph 11 may be reinstated at any time by the Franchisor in its sole and absolute discretion and you hereby agree to accept immediately any such reinstatement of any services or benefits so removed, curtailed, refused, or limited. If the Franchisor reinstates any services or benefits, it has no obligation to provide you any service or benefit previously removed, curtailed, refused, or limited pursuant to this Paragraph 11.
- 11.3. You acknowledge and agree that the Franchisor's exercise of its rights pursuant to this Paragraph 11 shall not be deemed a constructive termination of this Agreement or of any other agreement between you and the Franchisor, and shall not be deemed a breach of any provision of this Agreement by Franchisor.
- 11.4. You agree the Franchisor shall not be liable for any loss, expense, or damage incurred by you or the Franchised Center because of any action the Franchisor takes pursuant to this Paragraph 11. The Franchisor is not obligated to reimburse or compensate you in any way for any service or benefit removed, curtailed, refused, or limited pursuant to this Paragraph 11. You shall indemnify and hold harmless the Franchisor and its affiliates and their respective present and past directors, stockholders, officers, employees, and agents from and against all claims, demands, losses, obligations, costs, attorneys' and accountants' fees and expenses, court costs, expenses, liabilities, debts, and damages of every kind and nature resulting or arising, directly or indirectly, from any action the Franchisor takes pursuant to this Paragraph 11.
- 11.5. Nothing in this Paragraph 11 constitutes a waiver of any right or remedy of the Franchisor under this Agreement or at law or in equity or under any other agreement between you and the Franchisor, including, without limitation, the right to terminate this Agreement under Paragraph 10 above.

12. Applicable Law; Forum.

- 12.1. This Agreement shall be interpreted and construed in accordance with the laws of the state of Delaware, except for such state's conflict-of-law rules. The parties hereto agree that the New Jersey Franchise Practices Act shall not apply to this Agreement.
- 12.2. Except as otherwise provided herein, any action, whether or not arising out of, or relating to, this Agreement, whenever and wherever incurred, whether vested or contingent, whether in law or in equity, whether directly, representatively, derivatively, or in any other capacity, brought by you or any Franchisee Member against the Franchisor shall be brought in the judicial district in which the Franchisor has, at the time of commencement of such action, its principal place of business, as described in Paragraph 29 below. The Franchisor shall have the right to commence an action against the Franchisee in any court of competent jurisdiction. All such parties hereby waive all objections to personal jurisdiction or venue for the purpose of carrying out the purposes of this Paragraph 12.2, and such parties agree that nothing in this Paragraph 12.2 shall be deemed to prevent any party to such action from removing the action from state court to federal court. You acknowledge and agree that this Agreement is made in New Jersey and is to be performed in part through services rendered to you in New Jersey.
- 12.3. You acknowledge and agree that Paragraph 12 of this Agreement governs any dispute under any prior or other agreement between you or any of your affiliates and the Franchisor or any of its affiliates, and

that such provision shall supersede and govern any contrary obligation in any such agreement for either such party thereunder to participate in any mediation or arbitration or both in connection with filing an action or claim under such agreement, which such contrary obligation shall be null and void and of no force or effect. You further acknowledge and agree that all such prior and other agreements shall be governed by this Paragraph 12.

13. **Claims Against the Franchisor.** Notwithstanding any other provision of this Agreement, you have no right to make any claim or counterclaim against the Franchisor during the term of this Agreement in any manner other than the manner described in this Paragraph 12.3.
- 13.1. If, during the term of this Agreement, you have any claim against the Franchisor or any Franchisor affiliate or their present or past directors, stockholders, officers, employees, or agents, including, without limitation, any claim that the Franchisor failed to meet any obligation under this Agreement, defaulted under this Agreement, or did not perform under this Agreement, then you shall notify the Franchisor in writing of this claim. This written notice shall describe the claim, provide an opportunity to cure, describe the manner in which you request that the Franchisor cure, and provide a Cure Period within which the Franchisor may cure such alleged default of at least 60 days. Your written notice shall be delivered to the Franchisor in the manner described in Paragraph 29 below. If your notice is not in writing, and does not (1) describe the claim, (2) provide an opportunity to cure, (3) describe the manner in which you request that the Franchisor cure, and (4) provide a Cure Period of at least 60 days, then your notice shall be deemed to be (a) deficient, (b) not a claim upon which the Franchisor is required to act, (c) not an actionable claim, (d) not grounds for your seeking any remedy under this Agreement or otherwise, and (e) not grounds for your termination of this Agreement.
- 13.2. If you do not file a legal action for such claim, as described in Paragraph 12 above within 30 days after the expiration of the Cure Period, then you shall have evidenced conclusively that you have no claim against the Franchisor and Franchisor affiliates and their respective present and past directors, stockholders, officers, employees, and agents; and you shall have evidenced conclusively that any claim you may have had is not a claim upon which the Franchisor is required to act, is not an actionable claim, is not grounds for your seeking any remedy under this Agreement or otherwise, and is not grounds for termination by you of this Agreement; and you shall be deemed to have agreed to have waived any right you may have had to initiate any future claim against the Franchisor for the same cause.
14. **Waiver of Rights.** You waive the right: to enforce any oral agreement, promise, representation, or warranty not in this Agreement; to amend, modify, or suspend any provision of this Agreement; to stay the effectiveness of any expiration or termination of this Agreement or any other agreement between you and the Franchisor or any pending expiration or termination thereof; and to seek damages against the Franchisor because the Franchisor insisted upon the execution of a general release or refused its consent or approval under this Agreement. Neither you nor the Franchisor shall seek to litigate as a representative of, or on behalf of, any other person, class, or entity any dispute, controversy, or claim of any kind arising out of, or relating to, this Agreement, the rights and obligations of the parties, the sale of the franchise, or other claims or causes of action relating to the performance of either party to this Agreement. No action or proceeding under this Agreement shall add as a party, by consolidation, joinder, or in any other manner, any person or party other than you and the Franchisor and any person in privity with, or claiming through, in the right of, or on behalf of, you or the Franchisor, unless both you and the Franchisor consent in writing. The Franchisor has the absolute right to refuse such consent.
15. **Limitation on Claims.** You and the Franchisor agree that any and all claims by you against the Franchisor arising out of, or relating to, directly or indirectly, the making of, interpretation of, or performance under this Agreement may not be commenced by you, unless brought before the earlier of (1) the expiration of one year after the act, transaction, or occurrence upon which such claim is based; or (2) one year after this Agreement expires or is terminated for any reason. You agree that any claim or action not brought by you within the periods required under this Paragraph 15 shall forever be barred as a claim, counterclaim, defense, or set off.

16. WAIVER OF TRIAL BY JURY.

YOU AND THE FRANCHISOR AGREE TO WAIVE A TRIAL BY JURY IN ANY JUDICIAL PROCEEDING, WHETHER AT LAW OR IN EQUITY, ABOUT ANY AND ALL ISSUES THAT ARISE OUT OF, CONCERN, OR RELATE TO, THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT, YOUR PERFORMANCE OR THE FRANCHISOR'S PERFORMANCE UNDER THIS AGREEMENT, OR OTHERWISE, DURING THE TERM OF THIS AGREEMENT AND AFTERWARDS. YOU AND THE FRANCHISOR MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF YOUR AND THE FRANCHISOR'S CONSENT TO THE WAIVER OF A TRIAL BY JURY. YOU ACKNOWLEDGE AND AGREE YOU HAVE CONSULTED WITH, AND HAVE BEEN ADVISED BY, COUNSEL ABOUT THE TRANSACTION GOVERNED BY THIS AGREEMENT AND SPECIFICALLY ABOUT THE TERMS OF THIS PARAGRAPH 16, WHICH CONCERNS THE WAIVER OF RIGHT TO TRIAL BY JURY BY YOU AND THE FRANCHISOR. YOU AND THE FRANCHISOR AGREE THAT YOUR REPRESENTATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

- 17. Limitation on Remedies.** Except as required to the contrary under the indemnification provisions of Paragraph 23 below or by law, during the term of this Agreement and afterwards, you waive to the fullest extent permitted by law any right to, or claim for, any punitive, speculative, exemplary, incidental, indirect, special, or consequential damages against the Franchisor and all of its affiliates arising out of any cause whatsoever that arises out of, concerns, or relates to, the making of, interpretation of, or performance under, directly or indirectly, this Agreement, whether such cause is based in contract, negligence, strict liability, other tort, or otherwise, including, but not limited to, your claim or counterclaim that the Franchisor unreasonably gave, withheld, or delayed its consent or approval to anything.
- 18. No Exclusive Remedy.** No right or remedy conferred upon or reserved to you or the Franchisor by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.
- 19. Specific Performance.** Notwithstanding any other provision of this Agreement, the Franchisor has the right to seek specific performance of any of your obligations under this Agreement or injunctive relief against any conduct that will cause it loss or damage, under customary equity rules, to prevent a breach or threatened breach of this Agreement without the need to show monetary damages and without posting a bond. An application for such a remedy shall not be deemed an election or a waiver of any other remedy. The Franchisor may file an original counterpart or a copy of this Agreement with any court as written evidence of your consent to the issuance of injunctive relief.
- 20. Costs and Fees.** Except as otherwise specifically provided for herein, in any judicial or administrative action, order, or proceeding hereunder involving you and the Franchisor during the term of this Agreement or thereafter, the prevailing party shall be entitled to recover its damages, costs and expenses, including all court costs and attorneys' and accountants' fees and expenses.
- 21. Taxes.** You shall pay the Franchisor an amount equal to any sales tax, use, or other tax (other than income tax) imposed on the Franchisor with respect to any payments you make to the Franchisor required under this Agreement, unless the tax is credited against income tax otherwise payable by the Franchisor.
- 22. Relationship.** In all matters pertaining to this Agreement, you are, and shall be deemed, an independent party. The Franchisor and its affiliates and their directors, stockholders, employees, and agents shall have no fiduciary obligation to you. You are not, and shall not be deemed, an agent, legal representative, joint venturer, partner, or employee of the Franchisor for any purpose whatsoever. The Franchisor is not liable for your debts, obligations, acts, or refusals to act. You have no right to bind the Franchisor in any way, and you shall not represent that you have any right to do so. You shall conduct all your obligations in your own name and not in the Franchisor's name.

23. Indemnification

- 23.1. You, and not the Franchisor, are solely responsible for all losses, damages, and liabilities to all your customers, employees, agents, and vendors and to all others, and for all damages to property, and for all physical and mental injury and illness and death of persons arising out of, or with, your Acts; and for your compliance with all federal, state, and local laws, statutes, codes, rules, regulations, and standards, including, by way of example and without limitation, the Americans with Disability Act, as amended (the "ADA"). For all time, you shall indemnify and hold harmless the Franchisor and its affiliates and their respective present and past directors, stockholders, officers, employees, and agents from and against all claims, demands, losses, obligations, costs, attorneys' and accountants' fees and expenses, court costs, expenses, liabilities, debts, and damages of every kind and nature resulting or arising, directly or indirectly, from your Acts, the conduct of your business hereunder, and from any violation of any federal, state, or local laws, statute, code, rule, regulation, or standard by you, your business, your Franchised Center, your employees and agents, and from claims by any federal, state, or local governmental agency, bureau, or board and by any person, vendor, landlord, or other individual or entity, whether occasioned by neglect, omission, willful act, or otherwise, including, without limitation, all costs, including attorneys' and accountants' fees and expenses, of defending against them.
- 23.2. You shall advise the Franchisor if a notice is received that a claim has been or may be filed with respect to a matter covered by this Agreement, and you shall immediately assume the defense thereof at your sole cost and expense. At your sole expense, the Franchisor will endeavor to cooperate with you and your counsel in the defense and settlement, if any, of all such claims. In any event, the Franchisor will have the right, through counsel of its choice, to control any matter to the extent it could directly or indirectly affect the Franchisor or its affiliates or their present or past officers, directors, employees, agents, successors, or assigns. The Franchisor may defend, settle, arbitrate, and litigate such action in the manner it deems appropriate and you shall, immediately upon written demand, pay to the Franchisor all costs, including attorneys' and accountants' fees and expenses, and litigation costs, incurred by the Franchisor in effecting such defense, in addition to any sum the Franchisor may pay by reason of any settlement or judgment against the Franchisor.
24. **Fees and Costs.** You agree to pay the Franchisor or its designee all expenses, including, without limitation, attorneys' and accountants' fees and expenses and litigation and court costs, incurred by the Franchisor, its affiliates, and their successors and assigns (1) to issue any notice to remedy any default by you under this Agreement; (2) to issue any notice to remedy any default by you or any of your affiliates under any other agreement between you and any of your affiliates and the Franchisor or any of its affiliates; (3) to enforce any rights under this Agreement or under any other agreement between you and any of your affiliates and the Franchisor or any of its affiliates; (4) to effect termination of this Agreement; (5) to effect termination of any other agreement between you and any of your affiliates and the Franchisor or any of its affiliates; (6) to collect any amounts due under this Agreement; and (7) to collect any amounts due under any other agreement between you and any of your affiliates and the Franchisor or any of its affiliates.
25. **Binding Effect.** Upon its execution by you and the Franchisor, this Agreement shall bind, and inure to the benefit of, you and the Franchisor and your and the Franchisor's respective heirs, executors, personal representatives, successors, and assigns.
26. **Waivers.** Either you or the Franchisor may by written notice unilaterally waive or reduce any obligation of, or restriction upon, the other under this Agreement effective upon delivery of such notice or upon any other effective date stated in such notice. Any such waiver granted by the Franchisor must be signed by a corporate officer of the Franchisor and shall not prejudice any other rights of the Franchisor.
27. **Entire Agreement.** This Agreement and all its exhibits constitute the entire agreement between you and the Franchisor with reference to its subject matter. This Agreement supersedes all prior and contemporaneous negotiations, understandings, representations, and agreements, oral or written, about this Agreement's subject matter. The Franchisor's obligations to you are confined exclusively to this Agreement. Any right granted to

you by the Franchisor as to the subject matter hereof is described solely in, and limited to, this Agreement. Except for those specifically permitted to be made unilaterally by you or the Franchisor hereunder, no amendment, change, or variance from this Agreement shall be binding on either party, unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

28. **Severability.** Each article, paragraph, subparagraph, term, condition, and covenant of this Agreement and all portions of them shall be considered severable. If, for any reason, any portion of this Agreement is determined to be unconscionable or unenforceable or invalid, contrary to, or in conflict with, any applicable present or future law, rule, or regulation in a final unappealed ruling issued by any court, agency, or tribunal with valid jurisdiction in an action or proceeding to which the Franchisor is a party, that ruling shall not impair the operation of, or have any other effect upon, any other portion of this Agreement, all of which shall remain binding on you and the Franchisor and shall continue to be given full force and effect. Any invalid portion shall be deemed not to be a part of this Agreement as of the date on which the ruling becomes final, if you are a party to this action or proceeding, or on your receipt of notice of non-enforcement from the Franchisor.

29. **Notices.** All notices to you and the Franchisor during the term of this Agreement and afterwards shall be in writing and shall be sent to the other party by registered or certified mail, postage fully prepaid, return receipt requested, or sent by other means which affords the sender evidence of delivery, attempted delivery, or rejected delivery, addressed to such party's principal business address as identified in the Franchise Agreement, or at any other address that you or the Franchisor designates in writing, provided, however, that you shall not designate any address that is a post office box. Notices shall be deemed delivered and received on the earliest of actual receipt; 5 business days after placement in the U.S. mail; or one business day after mailing, if placed in the U.S. mail or a courier service for next business day delivery.

30. **ACCEPTANCE AND AGREEMENT.** I HAVE READ AND UNDERSTAND FULLY THIS AGREEMENT AND ALL OF ITS EXHIBITS. I HAVE HAD THIS AGREEMENT REVIEWED BY COUNSEL OF MY OWN CHOOSING. I HAVE CONSULTED WITH, AND HAVE BEEN ADVISED BY, COUNSEL OF MY OWN CHOOSING ABOUT THIS AGREEMENT AND THE TRANSACTION GOVERNED BY THIS AGREEMENT. I ACCEPT AND AGREE TO BE BOUND BY AND TO PERFORM ACCORDING TO THIS AGREEMENT AND EACH AND ALL OF ITS TERMS, WITHOUT RESERVATION. I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS AGREEMENT AND ALL ITS EXHIBITS AT LEAST 5 BUSINESS DAYS BEFORE I EXECUTED IT.

IN WITNESS WHEREOF, each of the undersigned has affixed his signature on the Agreement Date.

For the Franchisor, Huntington Learning Centers, Inc.,

Raymond J. Huntington Chairman
Print name Signature Title

Name of Franchisee: _____
(Enter the same name that appears before Paragraph 1 of this Agreement),

For the Franchisee. (Enter the names of all individuals comprising the Franchisee, if the Franchisee is an individual; or the names of all corporate officers, if the Franchisee is a corporation; or all names of the partners, if the Franchisee is a partnership; or all members, if the Franchisee is a limited liability company.)

Print name Signature Title

Print name Signature Title

Print name Signature Title



GUARANTEE AGREEMENT

In consideration of, and in order to induce Huntington Learning Centers, Inc. (the "Franchisor") to execute the Call Center License Agreement (the "Agreement"), each of the undersigned personally, unconditionally, and irrevocably, jointly and severally, accept and agree that they shall be bound by, and perform according to, each and all of the provisions, covenants, and conditions of the Agreement executed between the Franchisor and _____ the Franchisee, for use of the Call Center.

Upon demand by the Franchisor, the undersigned will immediately make each payment required of the Franchisee under the Agreement. The undersigned hereby waive any right to require the Franchisor to: (a) proceed against the Franchisee for any payment required under the Agreement; (b) proceed against or exhaust any security from the Franchisee; or (c) pursue or exhaust any remedy, including any legal or equitable relief, against the Franchisee. Without affecting the obligations of the undersigned under this Guarantee, the Franchisor may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of the Franchisee, or settle, adjust, or compromise any claims against the Franchisee. The undersigned waive notice of amendment of the Agreement and notice of demand for payment by the Franchisee, and agree to be bound by any and all such amendments and changes to the Agreement. The undersigned hereby agree to defend, indemnify, and hold the Franchisor harmless against any and all losses, damages, liabilities, costs, and expenses (including, without limitation, attorneys' and accountants' fees and expenses, costs of investigation, court costs and expenses) resulting from, consisting of, or arising out of or in connection with any failure by the Franchisee to perform any obligation of the Franchisee under the Agreement, any amendment thereto, or any other agreement executed by the Franchisee referred to therein. This Guarantee shall terminate upon the termination or expiration of the Agreement, except that all obligations and liabilities of the undersigned which arose from events which occurred on or before the effective date of such termination shall remain in full force and effect until satisfied or discharged by the undersigned, and all covenants that, by their terms, continue in force after the expiration or termination of the Agreement shall remain in force according to their terms. Upon the death of an individual guarantor, the estate of such guarantor shall be bound by this Guarantee, but only for defaults and obligations hereunder existing at the time of death; and the obligations of the other guarantors will continue in full force and effect. Unless specifically stated otherwise, the terms used in this Guarantee shall have the same meaning as in the Agreement, and shall be interpreted and construed in accordance with the dispute resolution provisions of the Franchise Agreement. Notices under this Guarantee shall be furnished to the undersigned in accordance with the Franchise Agreement at the addresses described below.

Notices to the Franchisor: Huntington Learning Centers, Inc.; 496 Kinderkamack Road; Oradell, New Jersey 07649, Attn: Chairman

Notices to Guarantors: (Name and addresses of Guarantors): _____

I have read and understand the Agreement and this Guarantee Agreement. I agree to be bound by, and to perform according to, the Agreement and this Guarantee Agreement. I have a copy of the Agreement and this Guarantee Agreement.

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed your signature.

Print name Signature/Date

Print name Signature/Date

Print name Signature/Date

