

General Terms and Conditions Edu-Suite

June 9th 2022

EduHint B.V. ('**EduHint**'), located at Abe Lenstra Boulevard 50 10, 8448 JB, Heerenveen and registered with the Chamber of Commerce under number 09080230.

Article 1. Definitions

Terms written in capital letters in the General Term and Conditions have the following meaning:

- 1.1 **Account:** the personal Account as well as additional (sub)Accounts created by EduHint and/or the Licensee which are made available to the Licensee by EduHint for the purpose of using the purchased Service(s).
- 1.2 **Additional Work:** activities or services that fall outside the scope of the License Agreement, including additional arrangements.
- 1.3 **Annex:** all documents that are attached to the License Agreement and are therefore an integral part of the License Agreement.
- 1.4 **Confidential Information:** non-public information relating to one or both Parties and information which a Party has designated as confidential, or which, by its nature or under the circumstances of its disclosure, should be treated as such.
- 1.5 **Customer Data:** all information and data stored by Licensee or End Users in the Services, or otherwise provided to EduHint under the License Agreement.
- 1.6 **General Terms and Conditions:** the provisions of the present document.
- 1.7 **Edu-Suite:** the trade name under which EduHint exploits the Services and the Software which are part of it.
- 1.8 **End User:** any natural person who has a sub-Account and can use the Service.
- 1.9 **Intellectual Property:** all intellectual property and related rights, including but not limited to copyrights, database rights, domain names, trade name rights, trademark rights, design rights, neighboring rights, patent rights, as well as rights to know-how.
- 1.10 **Licensee:** the natural person or legal entity with whom EduHint has concluded the License Agreement.
- 1.11 **License Agreement:** any agreement between EduHint and Licensee pursuant to which EduHint provides Services to Licensee.
- 1.12 **Offer:** a Written offer by EduHint, as well as any other Written proposal for the performance of Services by EduHint.
- 1.13 **Materials:** all websites, (web) applications, house styles, logos, folders, brochures, leaflets, lettering, advertisements, marketing and/or communication plans, concepts, images, texts, sketches, documentation, advice, reports and (other) products of the mind, as well as preparatory materials thereof and the data carriers on which these materials are stored.
- 1.14 **Party/Parties:** EduHint and the Licensee separate or together.
- 1.15 **Personal Data:** any data concerning an identified or identifiable natural person.

- 1.16 **Plugin:** additional Software that functions within Edu-Suite and enables certain functions for the Services of Edu-Suite that EduHint provide.
- 1.17 **Right of use:** the right of the Licensee and End User to use the Software for its intended purpose, as described and determined in these General Terms and Conditions and possibly further specified in a License Agreement.
- 1.18 **Service(s):** the service offered by EduHint consisting of, among other things, the Content Management System, Learning Management System, License distribution and Webshop Connection as described on the Website and in the License Agreement.
- 1.19 **Software:** all software supplied or made available as part of the Services, which may include system software, function software and application software.
- 1.20 **User License:** the license sold or provided by the Licensee to the customer(s) of the digital product(s) created with the Services.
- 1.21 **Website:** EduHint's website, accessible through the domain <https://www.edu-suite.com/>, or associated subdomains.
- 1.22 **Written/Writing:** written shall also mean communication by e-mail, provided that the identity of the sender and the integrity of the e-mail is sufficiently established.

Article 2. Applicability

- 2.1 These General Terms and Conditions are applicable to all Offers of EduHint, the acceptance thereof by the Licensee and the License Agreement concluded between Parties. Deviations shall only apply if they have been agreed upon in Writing.
- 2.2 The applicability of any purchase or other conditions of the Licensee is expressly excluded, as well as for future Agreements.
- 2.3 In the event of contradictions between the various parts of the General Terms and Conditions, the License Agreement and/or further Written arrangements, the following order of precedence shall apply (with the earlier document preceding over the later document):
 - a. (Specific) Written arrangements;
 - b. The License Agreement;
 - c. Processor agreement (Annex 1 of the License Agreement);
 - d. Service level agreement (Annex 2 of the License Agreement);
 - e. Possible other attachments or Written arrangements.
 - f. General Terms and Conditions Edu-Suite.

Article 3. Conclusion of the License Agreement

- 3.1 Every License Agreement is formed when the Licensee accepts an Offer from EduHint in Writing.
- 3.2 An Offer from EduHint is non-binding and valid for a period of four (4) weeks. EduHint is not obligated to accept an acceptance of the Offer after this period has expired, but if EduHint does, the Offer is still considered to be accepted.
- 3.3 If the Licensee does not explicitly agree to the Offer, but nevertheless agrees, or creates the impression that EduHint performs work or supplies Services that fall within the description of the Offer, the Offer is deemed accepted. This also applies when the

Licensee requests EduHint to perform certain activities or supply Services without waiting for an Offer.

- 3.4 Acceptance of an Offer that differs from the Offer or contains a change made to it by the Licensee, is not binding on EduHint until acceptance has been explicitly confirmed in Writing to the Licensee.

Article 4. Performance of the License Agreement

- 4.1 The License Agreement specifies, among others, the Services to be provided and the corresponding fees to be charged by EduHint. EduHint shall execute the License Agreement to the best of its knowledge and ability and in accordance with the requirements that the Licensee may reasonably set based on EduHint's knowledge and expertise.
- 4.2 Deadlines for implementation, completion, and availability, unless specified in the License Agreement, shall be determined by mutual agreement with the Licensee. These periods are only indicative, subject to changes and do not count as deadlines ('fatale termijn'), unless explicitly agreed otherwise in Writing. The creation of the login data by EduHint and the sending thereof to Licensee shall be deemed to be the (first) availability of the Services.
- 4.3 EduHint shall exercise the due care of a good contractor in executing the License Agreement. Licensee shall exercise the care of a good principal in executing the activities. This means that the parties are obligated to do or leave anything that is reasonably necessary and desirable for the proper execution of the License Agreement. Licensee will in any case:
- a. supply all data and other information which EduHint indicates are necessary or which the Licensee should reasonably understand are necessary for the execution of the License Agreement;
 - b. give EduHint access to all places, Services and Accounts under its control if and to the extent required for the performance of the License Agreement;
 - c. Licensee shall notify EduHint well in advance of any changes that may affect the execution of orders by EduHint, such as technical or organizational changes.
- 4.4 EduHint is entitled to make use of third parties' services for the execution of the License Agreement. The related costs shall only be paid by the Licensee if agreed upon in advance.
- 4.5 The Services will be made available to the Licensee or an authorized End User in a version and manner as provided in EduHint's specifications. EduHint is entitled at any time to replace the version of the Software in the Service(s) it makes available or makes available to an End User with a newer version.
- 4.6 If EduHint's employees or third parties engaged by EduHint perform work at the Licensee's office or at a location designated by the Licensee, the Licensee shall provide, free of charge, all reasonable support, and facilities necessary for that purpose.

Article 5. Additional Work

- 5.1 If the Licensee requests additional Additional Work the Parties shall discuss this and EduHint may make an Offer. EduHint shall only carry out the Additional Work after acceptance of the Offer by the Licensee.

5.2 The Licensee can request EduHint to prioritize Additional Work. In that case, EduHint is entitled to charge an emergency rate.

5.3 EduHint is entitled to refuse requests for Additional Work.

Article 6. Access to the Services

6.1 EduHint will create an Account that will allow the Licensee to access the Services. The Licensee may request EduHint to create (sub)Accounts for End Users of the Services and Licensee can also create (sub)Accounts if agreed upon in Writing. The total number of Accounts is limited in accordance with the Offer.

6.2 Licensee is fully responsible and liable for the security of the Accounts, such as passwords. In particular, the password must be kept strictly confidential, and the username and password must be safeguarded from unauthorized persons. EduHint may assume that everything that happens from Account(s), after login with username and password, happens under the direction and supervision of Licensee.

6.3 If Account login details have been lost or leaked, the End User and/or Licensee will immediately take all measures reasonably necessary and desirable to prevent misuse of the Account. These measures may include, for example, changing the password or blocking the Account. The End User and/or Licensee shall also immediately report this to EduHint, so that any additional measures can be taken to prevent misuse of the Account.

6.4 Licensee indemnifies that the End User complies with the obligations set forth in the License Agreement and these General Terms and Conditions.

6.5 Plugins are used for the functioning of Edu-Suite. It is the Licensees responsibility to ensure that these are installed correctly.

6.6 Licensee is fully liable for any damages resulting from the failure to comply with the above obligations.

Article 7. Management and maintenance

7.1 EduHint shall strive to properly manage and maintain the Services, unless otherwise agreed upon in the Service level agreement and/or License Agreement.

Article 8. Prices, billing, and payment

8.1 Unless explicitly stated otherwise, all rates and prices are in Euros excluding VAT. All prices are subject to obvious programming and typing errors.

8.2 When the payment in the License Agreement (partly) depended on the amount of User licenses sold by Licensee, the price per User License will remain a fixed price, unless agreed upon in Writing otherwise.

8.3 If a price in an Offer or an Offer is based on information provided by the Licensee and this information appears to be incorrect, EduHint is entitled to adjust the prices accordingly, even after the License Agreement has already been concluded.

8.4 EduHint will send a digital invoice to Licensee. Payment will be made each month, for which EduHint can use an automatic direct debit]. Licensee is not entitled to revoke this automatic direct debit or to reverse the payment

- 8.5** The payment term is fourteen (14) days after the invoice date, unless otherwise agreed in Writing. After this period, the Licensee shall be immediately in default ('verzuim').
- 8.6** EduHint has the right to increase the prices in a License Agreement that has a time span of multiple years, annually in January according to the relevant index of the previous year, published by Statistics Netherlands (CBS), with a maximum percentage of 5%, without the possibility for the Licensee to terminate the License Agreement. If the CBS no longer uses the said index figure, an index figure that is as comparable as possible will be applied.
- 8.7** EduHint has the right to charge the Licensee for the Services to be provided by EduHint by way of an advance payment and only to commence the performance of the License Agreement at the time that the Licensee has paid the relevant invoice. Even if the Services have already commenced and there are still invoices outstanding, EduHint is entitled to suspend the performance of the License Agreement and only resume performance once the Licensee has met his payment obligations in full.
- 8.8** The Licensee shall be in default by operation of law from the due date of the invoice, without prior notice of default being required. EduHint is entitled to charge the Licensee the full amount due, as well as interest calculated from the due date on the amount due at a rate of 1% per month, or, if higher, the legal commercial interest rate.
- 8.9** Without prejudice to the above, all costs related to the collection of outstanding debts (both judicial and extrajudicial) with a minimum of 15% of the outstanding principal amount shall be for the account of the Licensee, without prejudice to the right, if it can be demonstrated that the actual costs are higher, to charge the actual costs to the Licensee.
- 8.10** EduHint has the right to suspend and/or temporarily block the use of the Services if the Licensee revokes the direct debit authorization he has provided or repeatedly fails to pay the invoices submitted by EduHint on time.
- 8.11** EduHint may charge an administration fee for blocking and unblocking. The Licensee will remain liable for any amounts due periodically during the blocking.
- 8.12** Any claim for payment is immediately due and payable if the Licensee is declared bankrupt, applies for a suspension of payments, has its assets seized, goes into liquidation, or is dissolved.
- 8.13** The Licensee is not entitled to suspend or set off any payment obligation against any claim against EduHint for whatever reason.

Article 9. Rules of use

- 9.1** Licensee warrants that the Services will not be used for activities that violate any applicable law or regulation. In addition, it is expressly not permitted (whether lawful or not) to offer, manufacture or distribute through the Services any Materials that:
- a. contain malicious content (such as malware or other harmful software);
 - b. infringe on the rights of third parties (such as Intellectual Property), or be unmistakably libelous, defamatory, abusive, discriminatory or hateful;
 - c. contain information about or be of assistance in violating the rights of third parties, such as hacking tools or explanations of computer crime that are

- intended to encourage the reader to commit criminal acts and not to be able to defend themselves against them;
- d. violate the privacy of third parties, including but not limited to the distribution of Personal Data of third parties without consent or necessity;
 - e. contain hyperlinks, torrents or references to (sources of) Materials that infringe copyrights or other Intellectual Property Rights; or
 - f. contain child pornography, bestiality pornography or animations thereof or are manifestly intended to assist others in finding such Materials.
- 9.2** If, in the opinion of EduHint, there is any hindrance, damage, or other danger to the functioning of EduHint's systems or networks or those of third parties, EduHint is entitled to take all measures it reasonably deems necessary to avert or prevent such danger. EduHint may recover all the costs reasonably incurred in taking the measures referred to in the previous paragraph from the Licensee.
- 9.3** The Licensee shall indemnify EduHint against all claims by third parties relating to damage resulting from a breach of these rules of use.

Article 10. Notice and Takedown

- 10.1** If EduHint has any reasonable doubts that the Services are used to store or distribute unlawful Materials, or using the Services is otherwise unlawful or in breach of the License Agreement, EduHint will remove the Materials in question, without having to make a backup. EduHint will use reasonable efforts not to affect any other Materials available on the Services and will notify the Licensee of such measures as soon as possible.
- 10.2** EduHint is entitled to hand over the name, address, and other identifying details of the Licensee and/or End Users to a third party who complains that the Licensee and/or the relevant End User is infringing on its rights, if:
- a. EduHint finds that it is sufficiently plausible that the Licensee and/or the relevant End User has acted unlawfully and caused damage to the third party;
 - b. the third party has, in the opinion of EduHint, a real interest in obtaining the data; and
 - c. EduHint deems it plausible that there is no less intrusive way to obtain the data and the weighing of the interests involved means that the interest of the third party should prevail.
- 10.3** EduHint is entitled to hand over the name, address, and other identifying information of the Licensee and/or End Users to the competent authorities, if EduHint is obliged to do so by applicable laws or regulations (such as in the case of an authorized court order).

Article 11. Intellectual Property

- 11.1** All Intellectual Property Rights vested in Edu-Suite, the Services, the Software and Materials contained therein are and shall remain vested in EduHint. These may not be copied, disclosed, reproduced, altered, or used in any way without separate Written permission from EduHint, except in cases where it is permitted by mandatory law.

- 11.2 The Licensee is not entitled to make any changes to the Services and has no right to a copy of the source files of the Services, except in cases where this is permitted by mandatory law.
- 11.3 Licensee acquires a non-exclusive, non-transferable, and non-sublicensable Right of use to use the Service and Materials for the duration and conditions set forth in the License Agreement.
- 11.4 All Intellectual Property Rights vested in Customer Data or other Materials provided by Licensee and/or End User shall remain with Licensee. Intellectual Property rights created by Licensee using the Services will also belong to Licensee and can be used as agreed upon in the License Agreement.
- 11.5 EduHint has a limited right of use-to-use Customer Data and Materials provided by Licensee and/or End User for the Service, reports, benchmarks, statistical and analysis purposes including future aspects thereof.
- 11.6 If the Licensee sends information to EduHint, for example feedback about an error or a suggestion for improvement, the Licensee gives EduHint an unlimited and perpetual right of use of this information for the Service. This does not apply to information that the Licensee expressly marks as Confidential Information.
- 11.7 Without the prior Written consent of EduHint, the Licensee is not permitted to publish, reproduce and/or transfer the Right of use of these works to third parties.
- 11.8 If the Licensee or the User notices that third parties are infringing on the rights referred to in article 11.1, they are obliged to inform EduHint of this immediately in Writing. The Licensee and the End User will not take any action, either in or out of court, against such an infringement without Written permission from EduHint. If EduHint decides to take action against infringing third parties, the Licensee and the End User will provide all cooperation requested by EduHint at the EduHint's expense.
- 11.9 EduHint is entitled to use relevant names and logos of the Licensee for promotional purposes. In doing so, EduHint will comply with all reasonable instructions from the Licensee.
- 11.10 The Licensee shall indemnify EduHint against any third-party claims based on the infringement of any (Intellectual Property) right due to Customer Data or Materials as originating from the Licensee or its End Users.

Article 12. Confidentiality

- 12.1 Neither Party will publish or otherwise disclose the information it receives or to which it gains access in the context of the execution and preparation of or negotiations on this License Agreement without the prior Written consent of the other Party.
- 12.2 Confidential Information shall in any case be understood to mean the (1) contents of the License Agreement and appendices thereto (2) the contents of Services, (3) the contents of Offers, (4) the prices disclosed to the Licensee, (5) any additional Written arrangements, agreements, or conditions.
- 12.3 Both Parties will only use Confidential Information to the extent necessary for the performance of the License Agreement.
- 12.4 The Parties shall keep the Confidential Information that they provide to each other before, during or after the execution of the License Agreement confidential. Each Party warrants that all its employees and, if applicable, all third parties engaged by it,

who encounter Confidential Information in connection with the execution of this Agreement, sign an adequate confidentiality agreement to that effect. The receiving Party shall:

- a. ensure that the Confidential Information receives the same level of protection from unauthorized access or unauthorized use as its own Confidential Information, but at least a reasonable level of protection; and;
- b. not use the Confidential Information for any purpose other than the performance of the License Agreement, and;
- c. not retain the Confidential Information for longer than is necessary for the performance of the License Agreement; and
- d. return, destroy or dispose of all Confidential Information at the first request of the providing Party, as well as immediately upon termination of the License Agreement and report that this has occurred

12.5 The obligations as described in paragraph four (4) of this article do not apply to Confidential Information which:

- a. is public or becomes public without the receiving Party breaching its obligation of confidentiality, or;
- b. Is lawfully made available to the receiving Party by a third party without any obligation of confidentiality, or;
- c. was demonstrably already lawfully in the possession of the receiving Party prior to its receipt; or
- d. has been designated as non-confidential in a Written document by the providing Party.

12.6 If a receiving Party becomes legally obligated to disclose Confidential Information provided under the License Agreement, such receiving Party shall promptly notify the providing Party in Writing so that such providing Party may seek conservatorship or other appropriate legal remedy and/or waive compliance with the confidentiality provisions of the License Agreement. All Confidential Information provided under this License Agreement shall remain the exclusive property of the providing Party.

12.7 All Confidential Information provided under this License Agreement shall remain the exclusive property of the providing Party. Immediately upon expiration or termination of the License Agreement for any reason, the receiving Party shall return or destroy all originals and copies of the Materials in its possession (regardless of form) that contain or represent Confidential Information, upon the request of the providing Party.

12.8 The obligation to maintain confidentiality continues even after termination of the License Agreement for any reason.

Article 13. Defects/shortcomings

13.1 In the event of a defect or shortcoming in the Services provided by EduHint, the Licensee shall notify EduHint as soon as possible and give EduHint the opportunity to assess and, if necessary, rectify the defect or shortcoming before it can be used to exercise any rights.

13.2 Reporting a defect or shortcoming never entitles Licensee to suspend his payment obligations with regard to the Services

- 13.3** The Licensee shall provide concrete and reproducible evidence of the existence of the defect, including screenshots. If the Licensee fails to do so, EduHint cannot deal with the reported defect.
- 13.4** From the moment that the Licensee has discovered or reasonably should have discovered the defect, but in both cases no later than two (2) weeks after this date, the Licensee's right to appeal to this defect or shortcoming shall lapse.

Article 14. Liability

- 14.1** The Licensee or End User shall not make any claim, however named, against EduHint for defects of any kind in or relating to the Software or its functioning ('tekortkoming in de nakoming'). Any liability of EduHint for compensation of damages, both direct and indirect, including immaterial damage, business or stagnation damage or any other damage, arising from the License Agreement or otherwise related to the Software and/or the use thereof by the Licensee or End User, is excluded.
- 14.2** EduHint cannot guarantee the absence of any errors or omissions in the Services. EduHints and authors or editors of the Software in the Services will not be liable in any way for any errors or omissions in the Services.
- 14.3** The limitation of liability as referred to in article 14.1 shall cease to apply if and insofar as the damage is the result of intentional or deliberate recklessness on the part of the management of EduHint.
- 14.4** The Licensee shall indemnify EduHint against all claims from third parties (including customers of the Licensee), for compensation of damages, costs, or interest, related to this License Agreement and/or Services.
- 14.5** Notwithstanding the provisions of the preceding paragraphs of this article, EduHint's liability for damages in all cases per damaging event shall be limited to an amount equal to the amount paid by the Licensee to EduHint or, in the case of a periodic fee for the Right of use, equal to the fee for the first three months, for the Services that would have caused the damage. A series of related events shall be deemed to be a single event in this regard.
- 14.6** EduHint's liability for breach of contract shall only arise if the Licensee gives EduHint immediate and proper notice of default in Writing, setting a reasonable time period in which to remedy the breach, and EduHint remains in breach of contract even after that period.
- 14.7** All claims for damages must be reported in Writing to EduHint by the Licensee within two months of the occurrence of the damage, under penalty of its cancellation.

Article 15. Force majeure

- 15.1** EduHint is not liable for any obligations in respect of which it is wholly or partly, temporarily, or otherwise, prevented from performing. EduHint shall notify the Licensee in Writing as soon as possible if the situation arises.
- 15.2** Force majeure may include power failures, internet failures, telecommunications infrastructure failures, network attacks (including (d)dos attacks), attacks by malware or other malicious software, civil unrest, mobilization, war, pandemics, terror, strikes, import and export restrictions, supply delays, fire and floods.

15.3 From the date EduHint has notified the Licensee, its obligation shall be suspended. As soon as the duration of the impediment has exceeded a period of four (4) weeks, either Party shall be entitled to terminate the License Agreement unilaterally. What has already been performed under the License Agreement shall be determined within reason and thus settled without the Parties owing anything further to each other.

Article 16. Personal data

16.1 EduHint is to be considered a processor within the meaning of Article 4 under 8 GDPR. Licensee is to be considered a data controller within the meaning of Article 4 under 7 GDPR. Because Personal Data is processed in the Services, the Parties shall enter into a processor's agreement provided by EduHint.

16.2 The privacy statement of EduHint for Edu-Suite can be found on de [Website](#).

Article 17. Duration, renewal, and termination

17.1 Unless otherwise expressly agreed, the Right of use is granted for one (1) year and is tacitly renewed for the same term, unless the License Agreement is terminated by either Party with three (3) months' notice by the end of the term.

17.2 Without prejudice to its rights to compensation and all other rights and powers conferred on it by law, EduHint is entitled to suspend or terminate all or part of the License Agreement without prior Written notice if:

- a. Licensee is declared bankrupt;
- b. Licensee has been granted a moratorium;
- c. Licensees company is dissolved or liquidated;
- d. all or part of the Licensees assets have been seized;
- e. there is a deterioration in the solvency of the Licensee which gives reasonable doubt about the ability to pay and the creditworthiness of the Licensee;
- f. Licensee substantially changes its business activities without the prior Written consent of EduHint substantially modifies or transfers to a third party;
- g. Licensee has not fulfilled its obligation, mentioned in article 8.4, after four weeks have elapsed from the time mentioned therein;
- h. Licensee has used the Services in violation of article 9, 11 and 12 or abuse or improper use has been established.

17.3 If the Licensee is in default of a material obligation to EduHint, EduHint is entitled to suspend or terminate the License Agreement.

17.4 Obligations which by their nature are intended to continue after the end of the License Agreement shall continue in full force and effect even after the end of the License Agreement.

17.5 The application of article 6:271 et seq. of the Civil Code is excluded.

Article 18. Exit possibility

18.1 After termination of the License Agreement in accordance with Article 17, EduHint shall, at the request of the Licensee, provide the opportunity to use the export function in Edu-Suite. Licensee shall bear any costs of using this feature.

18.2 EduHint does not guarantee the operation or quality of the export function mentioned in the previous paragraph.

Article 19. Amending of terms

- 19.1** EduHint has the right to amend these General Terms and Conditions as well as the prices at any time.
- 19.2** EduHint will announce the changes or additions at least thirty (30) days before they come into effect via the Website as well as an e-mail message to the Licensee so that the Licensee can take note of them.
- 19.3** If the Licensee does not wish to accept a change or addition, the Licensee may terminate the License Agreement up to the date of entry into force. Use of the Service after the date of entry into force is deemed to be acceptance of the amended or supplemented conditions.
- 19.4** Changes of minor importance, changes pursuant to the law and changes in the Licensee's favour may be made at any time.

Article 20. Other conditions

- 20.1** The Agreement is governed by Dutch law.
- 20.2** Unless otherwise prescribed by mandatory law, all disputes relating to the Agreement shall be submitted to the competent Dutch court for the district in which EduHint is located.
- 20.3** If any provision in these General Terms and Conditions proves to be invalid, this shall not affect the validity of the General Terms and Conditions in their entirety. In such a case, the Parties shall adopt new provision(s) to replace the original provision as much as is legally possible.
- 20.4** EduHint is entitled to transfer its rights and obligations under the License Agreement to a third party that takes over EduHint or the relevant business activity, subject to the condition that Licensee's rights under the License Agreement are not prejudiced, by which order EduHint shall be discharged from its obligations to the Licensee. The Licensee is obliged to provide all cooperation deemed necessary by EduHint for such transfer at the EduHint's first request.
- 20.5** Licensee is not entitled to transfer the rights and obligations under the License Agreement to a third party, including merger or takeover, without the EduHint's Written consent.