

Exhibit C

[Termination Agreement]

TERMINATION OF SERVICE AGREEMENT

THIS TERMINATION OF SERVICE AGREEMENT ("Agreement") is made and entered into this 26th day of April 2017, by and between:

Wordsworth Academy, having its business address at 3905 Ford Road, Philadelphia, Pa 19131.

(Hereinafter referred to as "Service Recipient")

AND

Vee Galaxy LLC , having its business address at 100 Centre Avenue, Suite 224 Norristown, Pa 19403.

(Hereinafter referred to as "Service Provider")

together, the "**Parties**" and each a "**Party**".

WHEREAS:

- ✓ 1) The Service Provider has been providing Helpdesk support services to the Service Recipient since September, 2007.
- ✓ 2) In view of pending changes in the business of the Service Recipient, the Parties wish to set forth, in a written agreement, the terms and conditions by which the Service Recipient may terminate the existing arrangement between the parties, whereby the Service Provider provides helpdesk support and network consultation services to the Service recipient.

NOW, THEREFORE, in consideration of the promises contained in this Agreement, the Parties affirm in writing the following provisions:

1. Term and Termination.

- ✓ 1.1. The arrangement between the parties will continue in force indefinitely, under the same terms as originally agreed at the commencement of the service, except in regard to termination of such services, the terms of which are set out below.
- ✓ 1.2. In order to terminate the services of the Services Provider, the Service Recipient must give at least forty five (45) days of its intention to terminate. Such notice must be given in writing and delivered personally or electronically by facsimile to the address and/or number provided in clause 4 below.

- ✓ 1.3. Where the Service Recipient fails to give forty five (45) days' notice to the Service provider, the Service Recipient shall be liable to pay to the Service provider, the sum of thirty nine thousand dollars (\$39,000) in lieu of such notice. The payment shall become due and payable no later than ten (10) days after the termination takes effect.
- ✓ 1.4. Where notice is given, but is less than the required forty five (45) days, the Service Recipient shall be liable to pay to the Service Provider a pro-rated sum that corresponds to the number of days by which the notice falls short, such pro-rated sum to be based on the full amount of thirty nine thousand dollars (\$39,000).
- ✓ 2. The Service Recipient acknowledges and agrees that the Service provider is not obliged to give admin credentials to any IT company or IT consultant for the purposes of making changes to servers and network devices. Such admin credentials will only be provided for the purposes of enabling the Service Recipient or any of its affiliates to review server and network configurations and run audits on the network.
- ✓ 3. The Service Recipient further acknowledges that the Service Provider or any of its staff or directors shall not be legally responsible for any down time caused to the Services on Service Recipient's system after the Service Provider has given the admin credentials for servers and network devices to the Service Recipients Chief Financial Officer (CFO) or such other company official as may be designated by the Service Recipient.
- ✓ 4. Any notice to be given by the Service Recipient shall be in writing and shall be deemed duly served if delivered in person to and signed for by Khaled A Baki, as representative of the Service Provider or sent by facsimile transmission (with printed confirmation of receipt) to the Service provider at the applicable address/number set out below:

100 Centre Avenue, Suite 224 Norristown, Pa 19403

Fax: 1-866-883-8984

5. Final Agreement.

- ✓ 5.1. The terms of termination set out in this Agreement terminates and supersedes all prior understandings or agreements between the parties.
- ✓ 5.2. Except as otherwise provided in this Agreement, the Partners may mutually decide to: revise the terms and conditions of this Agreement including without limitation modifying the fees payable in lieu of notice or requirement regarding length of notice. Any such revision to this Agreement must be done in writing that is duly executed by both Parties,

and such change will be binding and effective immediately once it is signed by both Partners.

✓ **6. Severability**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

✓ **7. Jurisdiction and settlement of dispute**

The terms of this agreement and any obligations arising out of or in connection with it are governed and shall be interpreted and construed in accordance with the Laws of the State of Pennsylvania. The Parties agree to and submit to the exclusive jurisdiction of the courts of that place.

SIGNED BY THE PARTIES THIS

26th DAY OF APRIL 2017

For Wordsworth Academy:

Don Stewart

Name

Don Stewart

Signature

For VeeGalaxy:

Khaled A. Baki

Name

Khaled Baki

Signature