

Distance Learning Agreement

This Distance Learning Agreement (this "Agreement") is effective as of the 28 day of Feb, 2014 (the "Effective Date") by and between Everspring, Inc., a Delaware corporation having its principal place of business in 1007 Church Street, Suite 500, Evanston, IL 60201, ("Contractor"), and AUBURN UNIVERSITY, an instrumentality of the State of Alabama having its principal place of business in Auburn, Alabama ("University"), for themselves, and their respective successors and assigns. Each of the Contractor and the University are hereinafter sometimes referred to as "Party" and collectively as the "Parties"

PREAMBLE

Auburn University is interested in expanding its distance learning program offerings and desires to enter into a nonexclusive partnership with Everspring to assist Auburn University in achieving growth and brand identity within the distance learning market. Services to be provided to Auburn University will include, but shall not be limited to, market analysis, faculty support, instructional design, application preparation support, and student enrollment and retention services. Compensation shall be calculated as a revenue share in accordance with Appendix IV. Each Party understands the requirements as laid out herein and is responsible for its own cost and not for the contributions of any other Party.

RECITALS

WHEREAS, the University offers challenging undergraduate, graduate and professional education programs for outstanding students from Alabama, the nation, and other countries, it is seeking to expand the distance learning program offerings; and

WHEREAS, the University desires to partner with Contractor to offer distance learning courses leading to degree or certificate completion; and

WHEREAS, the University desires to have the first new courses in production during the Fall 2015 semester.

AGREEMENT

NOW, THEREFORE, in reliance upon the above recital (which are made a part of this agreement) and in consideration of the agreements herein, the Contractor and the University, intending to be legally bound agree as follows:

Section 1. Definitions

1.1 Whenever used in this Agreement, capitalized terms will have the meanings set forth herein or as otherwise defined in Appendix I.

Section 2. Term of Agreement

2.1 This Agreement Shall begin on February 1, 2014. The initial term of this Agreement is for a period running from the Start Date through five (5) years following such date, with the option to renew thereafter for two (2), two (2) year periods, exercised at the election of the University provided that

the University shall notify Contractor of its election at least twelve months prior to the expiration of the then current term. The “Start Date” shall be the first to occur of (a) the day the first student enrolled hereunder begins to receive class instruction under this Agreement or (b) February 1, 2016. Under no circumstance, even considering the two (2) two (2) year extensions above, shall this Agreement survive beyond February 1, 2024.

Section 3. Scope of Services

3.1 Contractor hereby agrees to furnish marketing and support services to the University as specified in Appendix II.

3.2 Once the parties agree upon each specific academic program (i.e., degrees or certifications/endorsements) to be covered under this Agreement, the parties Shall execute a program statement providing details with respect thereto. The program statement shall be in the form of the template attached as Appendix V. Contractor Shall only be obligated to provide the services identified in Appendix II in connection with programs specifically agreed upon in a program statement.

Section 4. Deliverables

4.1 Contractor will provide the following deliverables, no fewer than six (6) months prior to the program launch date, to Auburn University for each new academic program implemented:

- (a) Contractor will provide detailed project plan, documenting major tasks, steps and milestones for the rollout, administration and growth of academic programs, and will submit the plan to Auburn University for review, comment and approval.
- (b) Contractor will provide at least quarterly reporting of and accountability for its progress hereunder to appropriate Auburn University staff. This reporting Shall minimally include information on potential enrollees, where they are in the process, enrollment/retention staff, student ratios, marketing statistics and any potential issues that need to be addressed.
- (c) Contractor will work to ensure that program by program enrollment estimates established in collaboration with the institution are met with high quality students.
- (d) Financial Deliverables, including but not limited to pro forma financial projections showing expenses and revenues associated with each new program offering, suggested pricing changes or fee offerings (if any), costs of administration, likely revenues, extraordinary fees or expenses and other material financial variances (revenue or expense) from the then-existing models already offered, and any other material financial details.
- (e) Contractor will provide at least quarterly reporting of interactions with Auburn University Faculty regarding instructional design and technical support related to content development. The report Shall minimally include types of requests, average time to resolution, and time of day requests are made.

Section 5. Technical Requirements

As part of the services provided by Contractor, their technology products Shall meet the following:

5.1 Data Confidentiality. Contractor Shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the University or an individual identified with the data or information in Contractor's custody.

5.2 Compliance with Laws and Auburn University Procedures. Contractor will not knowingly permit any Contractor personnel to have access to any Auburn University facility or any records or data of Auburn University if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. §1829(a); or (ii) a felony. Contractor Shall, to the extent permitted by law, conduct a check of public records in all of the employee's states of residence and employment for at least the last five years in order to verify the above. Contractor Shall assure that all contracts with subcontractors impose these obligations on the subcontractors and Shall monitor the subcontractors' compliance with such obligations. No subcontractors may be used without prior written consent of Auburn University.

Contractor also agrees to comply with all applicable state and federal laws, regulations, and University policies including ERP Sensitive Data Policy, ERP Data Protection Policy, ERP Data Integrity and Access Policy, Electronic Privacy Policy, and the Family Educational Records Protection Act (FERPA). Contractor Shall obtain and maintain all necessary permits, licenses and certificates required to provide the Outsourced Service.

5.3 Network Security. Contractor agrees at all times to maintain commercially reasonable network security that, at a minimum, includes: network firewall provisioning, intrusion detection/prevention, and periodic third party penetration testing. Likewise Contractor agrees to maintain network security that at a minimum conforms to one of the following:

- (a) Current standards set forth and maintained by the National Institute of Standards and Technology, including those at: <http://checklists.nist.gov/repository/1023.html> and <http://checklists.nist.gov/repository/> ; or
- (b) Any generally recognized, comparable standard that Contractor then applies to its own network (e.g. ISO 27002) and which has been approved in writing by Auburn University.

5.4 Data Security. Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, etc.) Likewise Contractor agrees to conform to the following measures to protect and secure data:

- (a) **Data Transmission.** Contractor agrees that any and all transmission or exchange of system application data with Auburn University and/or any other parties Shall take place via secure means, e.g. HTTPS, FTPS, SFTP or equivalent means.
- (b) **Data Storage and Backup.** Contractor agrees that any and all Auburn University data will be stored, processed, and maintained solely on designated servers and that no Auburn University data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service Shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by an Auburn University officer with designated contract, or signature authority.
- (c) Contractor agrees to store all Auburn University backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128 bit key.
- (d) **Data Re-Use.** Contractor agrees that any and all data exchanged Shall be used expressly and solely for the purposes enumerated in the Agreement. Data Shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. As required by Federal law, Contractor further agrees that no Auburn University data of any kind Shall be revealed, transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by an Auburn University officer with designated signature authority.

5.5 End of Agreement Data Handling. The Contractor agrees that upon termination of this Agreement it Shall return all data to Auburn University in a useable electronic form, and erase, destroy, and render unreadable all Auburn University data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of the request of an agent of Auburn University, whichever Shall come first.

5.6 Data Breach. Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of Contractor's security obligations or other event caused by Contractor requiring notification under applicable law ("Notification Event"), Contractor agrees to notify Auburn University immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend Auburn University and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

5.7 Right to Audit. Contractor agrees that, as required by applicable state and federal law, auditors from state, federal, Auburn University System, or other agencies so designated by the State or University, Shall have the option to audit the outsourced service. Records pertaining to the service Shall be made available to auditors and the University during normal working hours for this purpose.

5.8. Mandatory Disclosure of Protected Information. If Contractor becomes compelled by law or regulation (including securities' laws) to disclose any Protected Information, the Contractor will provide Auburn University with prompt written notice so that Auburn University may seek an appropriate protective order or other remedy. If a remedy acceptable to Auburn University is not obtained by the date that the Contractor Shall comply with the request, the Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Contractor Shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.

5.9 Remedies for Disclosure of Confidential Information. Contractor and Auburn University acknowledge that unauthorized disclosure or use of the Protected Information may irreparably damage Auburn University in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Protected Information Shall give Auburn University the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Contractor hereby waives the posting of a bond with respect to any action for injunctive relief. Contractor further grants Auburn University the right, but not the obligation, to enforce these provisions in Contractor's name against any of Contractor's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.

5.10 Safekeeping and Security. As part of the Outsourced Service, Contractor will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers and similar security codes and identifiers issued to Contractor's employees, agents or subcontractors. Contractor agrees to require its employees to promptly report a lost or stolen access device or information.

5.11 Non-Disclosure. Contractor is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants and auditors on a need to know basis only, provided that all such subcontractors, agents, consultants and auditors have written confidentiality obligations to Contractor and Auburn University.

5.12. Request for Additional Protection. From time to time, Auburn University may reasonably request that Contractor protect the confidentiality of certain Protected Information in particular ways to ensure that confidentiality is maintained. Contractor has the right to reasonably decline Auburn University's request. In the event that such a request requires Contractor to take steps beyond those otherwise required by Section 9 in order for Contractor to comply, Contractor Shall notify Auburn University as to the cost of compliance and Auburn University may thereafter, in its sole discretion, direct Contractor to take such steps.

5.13 Survival. The confidentiality obligations Shall survive termination of any agreement with Contractor for a period of ten (10) years or for so long as the information remains confidential, whichever is longer and will inure to the benefit of Auburn University.

5.14 Additional Requirements. Contractor Shall utilize a robust and sufficient infrastructure in the delivery of its service, with the capacity to provide the required quality of service (QoS) necessary to ensure a positive user experience.

The Contractor Shall adequately train staff to develop courses and to monitor students' progress in Auburn University's Learning Management System(s). The University will provide the necessary training to ensure appropriate knowledge transfer.

Section 6 University Furnished Resources

- 6.1 Auburn University Will provide access to the following resources on an as-needed basis:
- (a) Faculty and other stakeholders, only as necessary to meet the objectives of the Project;
 - (b) All relevant policies, standards and process documentation, as deemed appropriate by Auburn University;
 - (c) Provide work space when University requires Contractor to be on campus for University convenience.

Section 7 Project Contacts

7.1 University Shall appoint an Auburn University project director for this project who will provide oversight of the activities. Notwithstanding the Contractor's responsibility for total management during the performance of this project, the assigned project director Shall be the principal point of contact on behalf of Auburn University and will be the principle point of contact for Auburn University concerning Contractor's performance.

University Project Director: _____

Telephone: _____

Email address: _____

7.2 The Contractor Will assign a primary point of contact for the duration of this project. That point of contact will facilitate at least quarterly status meetings with the Auburn University project director. The purpose of the meetings will be to review the project's actual status against the plan, assess project issues and ensure appropriate escalation as necessary to achieve the timeline.

Contractor Project Director: _____

Telephone: _____

Email address: _____

Section 8 Quality Assurance Reviews

8.1 University reserves the right to conduct Quality Assurance Reviews at appropriate checkpoints throughout the project. Contractor will facilitate the review process by making staff and information available as requested by the reviewers. Contractor will not charge University for its expenses but University will pay its own cost to perform the reviews.

Section 9. No Guarantee of Enrollment

9.1 This Agreement shall include no guarantee of enrollment.

Section 10 Subcontracting

10.1 Contractor Shall not contract with any other party for any of the services herein contracted without the express prior written approval of the University and shall be required to assume responsibility for all services, whether or not the Contractor provides them directly to the University. The Contractor Shall be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from this Agreement.

Section 11. Payment Terms

11.1 For those enrollees in programs serviced by Contractor, the University shall remit to the Contractor the contractually agreed upon percentage based upon (a) the approved tuition for that term as computed based upon course enrollments as of the "No Refund" day as published in the University's fee schedule as published on the Student Financial Services site at http://www.auburn.edu/administration/business_office/sfs/ or (b) such other prices as the parties shall mutually agree upon the initial offering of each new program. Share remitted to Contractor will be net of any refunds or drops or retroactive drops in accordance with Auburn University's then current policies. The foregoing policies shall treat the courses managed by Contractor hereunder the same as Auburn University's courses generally. Auburn University shall provide Contractor with reasonable notice of material changes to such policies. The percentages and related terms are detailed in Appendix IV. For purposes of clarification, Contractor shall not be entitled to any payment with respect to, and Contractor shall not provide services (including access to any Contractor software or mobile applications) with respect to, any undergraduate students then enrolled on campus at Auburn University. Such students shall be enrolled in separate sections of any applicable courses operated by Auburn University without Contractor.

11.2 The Contractor shall invoice the University within ten (10) days of the "No Refund" day at the billing address designated by the University. University agrees to cooperate with Contractor to reconcile and finalize the data that supports the amounts invoiced. Payments will be made by the University within thirty (30) days after receipt of a properly executed invoice. Invoices shall include the Auburn University contract number and be accompanied by student rosters that detail students, courses taken and amount paid. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided. University will pay Contractor via electronic ACH.

11.3. Contractor acknowledges that in no event will Contractor be due any payments before receipt and approval of the invoice after the first No Refunds Day.

Section 12. Taxes

12.1 Contractor is responsible for payment of all of its applicable taxes from the funds to be received under this contract.

Section 13. Insurance

13.1 The Contractor Shall add Auburn University to its General Liability insurance policies with the following wording "Auburn University, its Board of Trustees, Administrators, Faculty, Staff and Agents, are hereby added to this policy as additional insured".

- (a) An official endorsement Shall be provided showing this coverage is in place.
- (b) This insurance requirement Shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons resulting from its operations or the activities of any person or persons for which it is liable.
- (c) For insurance requirements, refer to Appendix III

Section 14 Licenses and Permits

14.1 Contractor Shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract.

Section 15. Security

15.1 Contractor's personnel Will always comply with all security regulations in effect at the University's premises, and externally for materials belonging to the University or to the project. Contractor is responsible for reporting any breach of security to the University promptly.

Section 16. Indemnification and Limitation of Liability

16.1 The Contractor Shall defend, indemnify and hold harmless Auburn University, including its Board of Trustees, Administrators, Faculty, Staff and Agents against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, in connection with any third party claims and Alabama Board of Adjustment claims arising out of: (i) the services provided by Contractor infringing or misappropriating a copyright, trademark, trade secret, publicity right or privacy right of any third party (except to the extent such claims arises from materials or services provided by Auburn University) or from the performance of its operations or services, or any act, omission, claim or loss of any of Contractor's employees, agents, volunteers, participants, guests or any other party Contractor is responsible for, except to the extent such claim, damage, loss or expense is caused in part by the gross negligence, recklessness or willful misconduct of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist in the absence of this agreement.

16.2 THE LIABILITY OF EACH PARTY, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES UNDER ANY THEORY OF LAW, INCLUDING NEGLIGENCE, TORT, BREACH OF CONTRACT OR OTHERWISE, TO THE OTHER PARTY FOR ANY DAMAGES ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID BY AUBURN UNIVERSITY TO CONTRACTOR UNDER THIS AGREEMENT DURING THE SIXTY (60) MONTHS PRECEDING FIRST EVENT GIVING RISE TO SUCH LIABILITY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CONTRACTOR MAKES NO WARRANTIES WITH RESPECT TO ITS

PERFORMANCE UNDER THIS AGREEMENT, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. Notwithstanding anything to the contrary in the Agreement, Auburn University is solely liable for the course content, student admissions and all academic decisions under this Agreement.

Section 17. Termination

17.1 Termination for Cause. University May terminate this Agreement for cause, based upon the failure of Contractor to comply with the terms and/or conditions of the same, or failure to fulfill its performance obligations pursuant to this contract, provided that the University Shall provide the Contractor with written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor Shall not have corrected such failure or, in the case of failure which cannot be corrected in (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Contractor in default and the Contract Shall terminate on the date specified in such notice.

The Contractor May exercise any rights available to it under Alabama law to terminate for cause upon the failure of the University to comply with the terms and conditions of any awarded contract, provided that the Contractor Shall give the University written notice specifying the University's failure and a reasonable opportunity for the University to cure the defect.

The Contractor Shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

17.2 Termination for Convenience. The University May terminate this Contract at any time by giving thirty (30) days written notice to Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor Shall be entitled to payment for services performed and costs incurred in connection with instructional design and marketing for courses which have not launched prior to the date of termination. The Contractor Shall also be entitled continued payment under this Agreement for all students that were admitted to any program hereunder prior to the date of termination.

17.3 Cancellation for Lack of Funding. This purchase order/contract May be cancelled without further obligation on the part of Auburn University in the event that the University determines, in its subjective discretion, that sufficient appropriated funding is unavailable to Auburn University to assure full performance of its terms. In such event, the Contractor Shall be notified in writing of such non-appropriation at the earliest opportunity and termination hereunder shall be treated as termination for convenience under Section 17.2.

Section 18. Confidentiality

18.1 All financial, statistical, personal, technical and other data and information relating to the University's operation which are designated confidential by the University and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out

this contract, Shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the University.

18.2 The identification of all such confidential data and information as well as the University's procedural requirements for protection of such data and information from unauthorized use and disclosure Shall be provided by the University in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the University to be adequate for the protection of the University's confidential information, such methods and procedures may be used, with the written consent of the University, to carry out the intent of this paragraph. The Contractor Shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

18.3 Under no circumstance Shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the University.

18.4 Auburn University shall similarly maintain the confidentiality of all information designated as confidential by Contractor and shall only utilize such information for purposes of fulfilling its rights and obligations under this agreement to the extent applicable under Alabama law.

Section 19 Miscellaneous

19.1 **Independent Contractors.** The Parties are entering into this Agreement as independent contractors, and this Agreement will not be construed to create a partnership, joint venture or employment relationship between them. Neither Party will represent itself to be an employee or agent of the other or enter into any agreement or legally binding commitment or statement on the other's behalf of or in the other's name.

19.2 **Force Majeure.** If either Party is unable to perform any of its obligations under this Agreement due to an event beyond the control of that Party, including natural disaster, acts of God, actions or decrees of governmental bodies, act of war, terrorism, failure or discontinuance of the Internet or failure of communications lines or networks, that Party will use commercially reasonable efforts to eliminate or minimize the effect of such events upon performance of its obligations under this Agreement and to resume performance of its obligations, but will have no liability to the other Party for failure to perform its obligations under this Agreement for so long as it is unable to do so as a result of such event.

19.3 **Notice.** All notices relating to this Agreement will be in writing and will be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices will be addressed as follows:

(1) If to University:

Auburn University
101 Samford Hall
Auburn, AL 36849-5163

ATTENTION: Jon G. Waggoner, Esq., University Counsel
FAX: (334)844-4575

(2) If to Contractor:

Everspring, Inc.
1007 Church Street, Suite 500
Evanston, IL 60201
ATTENTION: Beth Hollenberg, President
TELEPHONE: 847-278-4274
FAX: 847-278-4272

19.4 **Assignment.** Neither Party may assign this Agreement or any of its rights or obligations hereunder, whether voluntarily or involuntarily, without the other Party's prior written consent; provided, however, that no such prior approval shall be required for an assignment in connection with a sale of all or substantially all of a Party's business or any merger, sale of a controlling interest or other change of control of such Party. Subject to the foregoing, this Agreement will be binding on and enforceable by the Parties and their respective successors and permitted assigns.

19.5 **Amendment.** This Agreement may be amended, modified or supplemented by the Parties, provided that any such amendment, modification or supplement Shall be in writing and signed by a duly authorized representative of each Party. Changes to this Agreement include but are not limited to any change in: compensation; beginning/ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the Contract.

19.6 **Waiver.** No waiver by a Party with respect to this Agreement will be effective or enforceable against a Party unless in writing and signed by that Party. Except as otherwise expressly provided herein, no failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by a Party, and no course of dealing between or among any of the Parties, will constitute a waiver of, or will preclude any other or further exercise of the same or any other right, power or remedy.

19.7 **Audit of Records.** Contractor Shall Upon ten (10) days written notice, allow University or a representative of the University to audit such books and records at the successful proposer's premises. During the Term, and for a period of seven (7) years thereafter, the Contractor Will keep complete and accurate books and records sufficient to verify the amounts paid or owed under this Agreement.

19.8 **Record Retention.** The Contractor Shall maintain all records in relation to any agreement resulting from this Agreement for a period of at least seven (7) years after final payment.

19.9 **Record Ownership.** All records, reports, documents, or other material related to any contract resulting from this Contract and/or obtained or prepared by Contractor in connection with the performance of the services agreed and commissioned Shall become the property of Auburn University and Shall, upon request, be returned by Contractor to Auburn University, at Contractor's expense, at termination or expiration of any resulting contract. Notwithstanding the forgoing, Contractor shall retain

ownership of all software and technology, and any other pre-existing or independently developed materials, utilized by Contractor to deliver the services hereunder.

19.10 Compliance With Laws. Contractor Shall comply, in all material respects, with all applicable laws and rules and regulations, in performing its obligations hereunder.

19.11 Immigration. Contractor affirms, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision Shall be deemed in breach of the agreement and Shall be responsible for all damages resulting therefrom

19.12 Non -Discrimination Clause. Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by Contractor, or failure to comply with these obligations when applicable Shall be grounds for termination of this contract.

19.13 Headings. The headings of sections and subsections of this Agreement are for convenience of reference only and are not intended to restrict, affect or otherwise influence the interpretation or construction of any provision of this Agreement.

19.14 Severability. If any provision of this Agreement is construed to be invalid, illegal or unenforceable, then the remaining provisions hereof will not be affected thereby and will be enforceable without regard thereto.

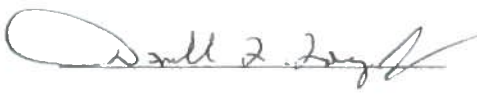
19.15 Order of Precedents. In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency Shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

19.16 Choice of Law; Jurisdiction and Venue. This Agreement Shall governed by and construed in accordance the laws of the State of Alabama applicable to contracts entered into and performed entirely within that state, without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction) that would cause application of the laws of any jurisdiction other than the State of Alabama. Venue for any actions arising under this Agreement Shall vest exclusively in courts located in the United States District Court for the Middle District of Alabama or in any court of the State of Alabama sitting in Lee County. The Contractor hereby submits to the exclusive personal jurisdiction and venue of the aforementioned courts and agrees that it will not assert lack of personal jurisdiction or improper venue as a defense to any such action.


19.17 **Entire Agreement.** This Agreement, together with the Exhibits to this Agreement, represents the entire understanding between the Parties with respect to the subject matter hereof and supersedes all previous oral or written communications or agreements, and all contemporaneous oral communications and agreements, between the Parties regarding such subject matter. No breach of this Agreement by either Party will affect the rights or obligations of either Party under any other agreement between the Parties.

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the Effective Date.

AUBURN UNIVERSITY

By: 
Name: Donald L. Large, Jr.
Title: Executive Vice President
Date: 02/21/2014

EVERSPRING INC.

By: 
Name: Jeffrey J. Conlan
Title: CEO
Date: 2/27/14

APPENDIX I

Definitions

Contractor- Any organization or entity, public or private, awarded the RFP's expectant resulting contract with the University.

LMS – Learning Management System

May - denotes an advisory or permissible action.

Outsourced Service - Shall be defined as a technology or software infrastructure, performed function, process, or intellectual asset that is provided to Auburn University by a person or entity not under Auburn University's direct authority for a fee or as a free service.

Protected Information - defined as *data or information* that has been designated as private or confidential by law or by the University. *Protected Information* includes, but is not limited to, employment records, medical records, student records, education records, personal financial records (or other personally identifiable information), research *data*, trade secrets, and classified government information. *Protected Information* Shall not include public records that by law Shall be made available to the general public. To the extent there is any uncertainty as to whether any *data* constitutes *Protected Information*, the *data* in question Shall be treated as *Protected Information* until a determination is made by the University or proper legal authority.

Shall– denotes actions which are considered mandatory.

Should – denotes desirable action.

SIS – Student Information System

State - The State of Alabama

University – Auburn University, an instrumentality of the State of Alabama

Will- denotes actions expected of the applicable party or parties to achieve project goals.

APPENDIX II

Scope of Services

Overview

Contractor Will assist Auburn University in achieving growth and brand identity within the distance learning market through but not limited to, market analysis, faculty support, instructional design, application preparation support, and student enrollment and retention services. Distance learning branding and marketing efforts Will support and preserve the overall look and feel of college units and the University's image. Above all else, distance learning Will be designed, delivered and assessed in a way that upholds and enhances the academic reputation and accreditation concerns of a high research university.

As the University offers challenging undergraduate, graduate and professional education programs for outstanding students from Alabama, the nation, and other countries, it is seeking to expand the distance learning program offerings. In this case, distance learning is defined as a method of education between an Auburn University instructor and students that is managed primarily by remote methods using online technologies.

Auburn University Will target undergraduate and graduate programs.

The parties anticipate cooperation Will include:

- Active participation and input from academic and university leadership
- Access to representatives of critical functional areas whose collaboration is required for service delivery
- A small number of dedicated functional representatives.

Program Planning

Contractor Will conduct market analysis and work with Auburn University to ascertain the viability of proposed and future degree programs. The focus of the analysis will be to understand the market and competitive landscape regarding topics such as potential program demand, admission requirements, course timing, prerequisites, cohort start dates, enrollment limitations, tuition rates, etc. Final determination of program development Will reside with Auburn University.

Contractor Responsibilities. Contractor Shall be responsible for the following:

- Conduct competitive market analysis to generate qualitative and quantitative data that will (a) identify potential programs to be offered and (b) identify potential student profiles help develop an implementation strategy. Data to be gathered includes but is not limited to potential market demand, admission requirements, course timing, prerequisites, cohort start dates, enrollment limitations and tuition rates.
- Develop and communicate project plan.

Auburn University Responsibilities. University Shall be responsible for the following:

- Appoint project director/point of contact
- Timely decisions
- Configure SIS and LMS access for Contractor
- Active participation and input from Auburn's academic leadership and faculty to help Everspring deliver the consultation necessary for University to define its program and brand strategy.

Marketing & Recruiting

Contractor Will provide support for development and marketing of the distance learning programs.

Contractor Will provide a marketing plan that includes a variety of traditional advertising, digital marketing, and employer based alliances. Contractor Will work to ensure that Auburn University is aware of any special State approvals required for digital distance learning marketing. Contractor's marketing plan Shall focus on marketing to highly qualified students from diverse populations.

Contractor Shall avoid false or misleading messaging that would encourage unqualified students to apply. Contractor Shall avoid any falsification of applicant information.

Contractor Shall ensure Auburn University approval is secured for all marketing collateral, including marketing message, approval of marks and approval of distribution plan.

Contractor Will provide all recruitment services necessary, as defined by the University, to bring in highly qualified new enrollees.

Contractor Will provide a fully operational recruiting call center, including all necessary facilities and technology. Part of the services provided through this recruiting call center shall include collaboration with the University's help desk, a dedicated toll-free number and program landing pages for prospective students to inquire or gain information.

Contractor Will be responsible for articulating Auburn University's distance learning program message to prospective students through a variety of means.

Contractor Shall be responsible for maintaining contact with prospective students through enrollment, guiding the prospective student through the process. Contact May include email, phone, text, social media, traditional mail, etc.

Contractor Shall not engage in cross selling leads to other partners without consent from the University.

Contractor Shall comply with all applicable State regulations and laws, Federal regulations and laws (e.g., FERPA) and Auburn University policies and standards regarding the protection and security of student educational records.

Contractor May be called upon to assist with any faculty recruiting that is necessary subject to approval by appropriate Auburn University academic dean/unit.

Contractor Responsibilities. Contractor Shall be responsible for the following:

- Secure Auburn University approval of all marketing materials for identified programs
- Develop and produce all approved marketing materials including but not limited to landing pages and websites dedicated to identified Auburn University distance learning programs
- Form employer-based partnerships in targeted fields
- Develop or acquire highly qualified prospective student leads
- Plan and manage promotional and advertising campaigns including online marketing and scholarships where applicable
- Advise Auburn University on individual state requirements for compliance standards for obtaining operating approvals
- Provide capital investment required to expand recruiting call center, including all necessary facilities and technology
- Provide a dedicated team of enrollment specialists to assist prospective students sufficient to cover the demand of Auburn University programs.
- Provide the team of enrollment specialists to communicate with prospective students through a variety of means, such as e-mail, phone, text, social media, traditional mail, etc.
- Familiarize enrollment specialists with the Auburn University culture and unique characteristics and advantages of Auburn University programs
- Secure a dedicated toll-free number programmed with Auburn University identification
- Design and develop landing pages and websites with pertinent program information such as degrees offered, tuition, start dates, contact methods, etc.
- Provide on-going training for enrollment specialists
- Recruit students who meet the academic standards specified by Auburn University
- Manage student leads through Contractor's Customer Relationship Management system
- Refrain from engaging in cross selling leads to other universities or entities without Auburn University approval
- Comply with all applicable state laws and regulations, federal laws and regulations and Auburn University policies and standards including but not limited to student records, privacy, advertising, and accessibility.

Auburn University Responsibilities. University Shall be responsible for the following:

- Timely review and approval of marketing and communications materials.
- Prepare and submit documentation necessary to obtain state regulatory approvals as agreed upon for program expansion
- Add links on existing Auburn University webpages to Contractor-managed webpages
- Provide Contractor with pertinent program information to support recruiting efforts and answer student inquiries and program questions, including making available high value communication channels (such as alumni channels) for the marketing of online degree programs
- Provide Contractor with Auburn University contact numbers and e-mail addresses for admissions, advising, registration, financial aid, student bursar office and other pertinent contacts
- Provide Contractor with data feeds from SIS system to report status of prospective student leads (new and existing) for identified programs
- Brand assets for the development of custom marketing material
- A sub-domain and University-branded email accounts for student communications.

Admissions

Contractor Will collect all pertinent admissions information required to complete a student admissions file as specified by Auburn University, and will submit that information to Auburn University for final admission decisions. Contractor shall have no involvement in admission decisions.

Contractor Responsibilities. Contractor Shall be responsible for the following:

- Provide students instruction and guidance through assembling, completing, and submitting application package

Auburn University Responsibilities. University Shall be responsible for the following:

- Define admission requirements
- Timely review and decision on complete and qualified admissions applications.
- Confirmation (or completion) of state authorization as may be necessary for recruiting and student support.

Instructional Design / Technology

Contractor shall offer seminars/workshops/webinars or other means of educating faculty on the industry best practices with respect to distance learning instructional design and course learning objectives.

Contractor Will work collaboratively with Auburn University support staff (e.g. Biggio Center) to assist faculty on issues of instructional design within the university's learning management system (Canvas). Collaboration Should include virtual as well as face-to-face interaction with faculty and support staff.

Courses Shall be designed using Universal Design for Learning (UDL) principles and course content shall be accessible to persons with disabilities based on national standards and industry best practices. At a minimum, all video content Shall be captioned along with the text descriptions of all videos/images.

Contractor Will work collaboratively with Auburn University faculty to create instructional content for distance learning delivery.

Course content Shall remain the intellectual property of Auburn University and Auburn University faculty pursuant to the policies herein, as such policies shall be updated from time to time:
(<https://sites.auburn.edu/admin/universitypolicies/Policies/AuburnUniversityTrademarkPolicy.pdf>).

Courses Shall be designed such that they are in compliance with established industry standards such as the Quality Matters Rubric.

Contractor Will maintain ongoing contact with Auburn University project director to support faculty to offer quality instructional content.

Courses Shall be delivered using Auburn University's LMS infrastructure and other content delivery systems as mutually agreed.

Contractor Shall work collaboratively with Auburn University faculty and staff to provide support for academic services.

Contractor Shall provide students in programs hereunder with access to Contractor's mobile application during the term.

Contractor Responsibilities. Contractor Shall be responsible for the following:

- Provide a dedicated curriculum support services team to assist Auburn University faculty with program planning and course design, including assistance in converting course content to online format, review existing courses and provide recommendations to enhance current online offerings
- Lead a project kick-off with affected dean(s) and department head(s) to discuss key goals, features of the program, information regarding course scheduling and other similar logistics
- Host a program planning workshop with key Auburn University academic and administrative stakeholders to finalize course schedules, discuss potential challenges and solutions, and possible student challenges and solutions
- Provide face-to-face meetings, on-site workshops and virtual conferences with appropriate Auburn University faculty and staff to develop program and courses
- Assist appropriate Auburn University staff with identifying and understanding best practices for data systems and processes affecting applications, enrollment and retention
- Lead a course design session with instructional faculty at least once each semester
- Facilitate workshop(s) where Auburn University faculty will, if desired, upload course content and materials into the LMS using appropriate templates and guidelines
- Review online course once it is developed using accepted national and industry best practices such as the Quality Matters rubric
- Review online courses to ensure they meet industry standards for accessibility and universal design principles
- Provide on-going support and review either on-site or through virtual conference with Auburn University faculty to ensure that courses remain current and provide quality instructional content
- Assist Auburn University with recruiting instructional staff subject to approval and guidance from appropriate academic dean or unit

Auburn University Responsibilities. University Shall be responsible for the following:

- Define all academic policies
- Develop and maintain all courses including syllabus, objectives, curriculum and quality assurance
- Recruit and hire instructional staff and assistants as needed to support admitted students
- Deliver instruction
- Grade student work
- Provide online library services
- Assign grades
- A designated program coordinator for each online program (to serve as the liaison to Everspring staff)
- Appropriate staffing and timely response from key academic support functions (e.g. financial aid, registrar, bursar, library, etc.)

- Active participation from Auburn University program leadership and faculty (as appropriate) in the Program Design phase of development, including working with the Learning Services team to:
 - Identify andragogical philosophies, principles, frameworks, and standards important to Auburn University
 - Define (or confirm) the program structure, course sequencing, and overarching program outcomes and policies
 - Select shared themes, activities, elements, and assets across program courses.
- Assignment of subject matter experts for the design of a “Showcase”
- Assignment of subject matter experts to re-craft courses for online delivery, including weekly consultative sessions with Everspring instructional designers.
- Timely delivery of course materials by Auburn subject matter experts, according to defined course-development schedules, and timely review and approval by program leadership and faculty of course design plans/maps and course materials pre- and post -production.
- Access to Auburn University library resources and personnel both for material use in courses and for faculty advising with regards to “Fair Use” standards and guidance.
- Access to and input from Auburn IT leadership and resources with knowledge of Auburn IT systems and data.
- Appropriate access and permission to Auburn’s Canvas LMS, Student Information System, and Identity Management System, to be refined during the Scoping phase.
- Auburn IT and functional resources are available to participate in testing and acceptance of Everspring’s technology solutions.
- Auburn IT resources are available to perform configuration, administration and support for integration of parties’ information systems.
- Obtain any necessary releases, consents or licenses to incorporate third party materials into the on-line courses.

Retention / Faculty Support

Contractor Will provide ongoing student support services including 24x7x365 support to distance learning faculty, staff and students; designated student support specialists responsible for ongoing communications with students; registration support and proactive outreach to potential new students.

Contractor Shall be responsible for monitoring students' activity in courses, through access to Auburn University’s learning management system. It is expected that the contractor Will be actively reaching out to students and liaising with faculty as necessary.

Contractor Shall have a flexible system whereby additional student touch points are provided to new students and those that are considered at-risk (typically defined as not having logged in within some time period, late on assignments, dropped or performed poorly in a previous course, etc.).

Contractor Will provide for multiple ways to contact the student, including avenues such as email, phone, chat or text.

Contractor Will be expected to develop and keep current a program-specific website that provides information deemed relevant to distance learning students and potentially impacting retention (specifically, policies, procedures, announcements, deadlines, FAQs, key contact information, etc.).

Contractor Responsibilities. Contractor Shall be responsible for the following:

- Provide written quarterly reports to Auburn University detailing the lead source, number of leads generated, number of leads to application, number of applications to enrollment and other agreed upon KPIs
- Assist students in the enrollment and registration process
- Actively communicate with students about deadlines
- Provide students instruction and direction for class registration
- Provide faculty and student support desk with telephone, e-mail and online chat access for enrollment and LMS issues on a 24x7x365 basis
- Monitor student progress in course and consistently communicate with student to re-engage
- Collaborate with Auburn University to facilitate academic advising, tutoring and other academic support services provided by Auburn University as needed
- Communicate regularly with students via e-mail and telephone, answer questions and provide encouragement particularly during initial courses and coursework
- Communicate program changes or updates with students

Auburn University Responsibilities. University Shall be responsible for the following:

- Intervene if student is having academic or instructional difficulties in course
- Provide quality instructional assistants
- Responsibility for delivering instruction and grading student work, including the hiring and managing of instructional assistants, as needed (Everspring remains willing to dialog with Auburn University about assisting with the recruitment of instructional staff if necessary)
- Auburn University points of escalation should faculty issues arise during Course Development and Delivery phases.
- Faculty attendance at virtual and face-to-face workshops necessary to prepare and engage in designing and revising courses and instructing online courses.

Accreditation, Regulatory, and University Approvals

Auburn retains responsibility for identifying, securing, and maintaining any necessary approvals from accrediting, regulating, or University bodies. Everspring will ensure responsive and accurate provision of data requested by Auburn as may be necessary for Auburn to meet its regulatory and reporting requirements.

Appendix III

Insurance Requirements

The Contractor Shall provide proof of insurance through the issuance of a certificate of insurance showing coverage and limits as specified below. The University has the right to demand a certified copy of any insurance policy. Certificates Shall be filed with the university before the Contractor is permitted on campus.

1. Minimum Scope of Insurance

Contractor Shall maintain limits no less than:

Commercial General Liability: \$1M/\$2M Aggregate which should include coverage for:

- Personal Injury
- Completed Operations
- Negligent work/actions of Independent Contractors
- Liability assumed under “insured contract”
- Medical Payments

Automobile Liability: \$1M each accident for bodily injury including owned, leased, hired, non-owned, and personal injury protection where applicable.

Workers Compensation: A. Statutory Limits
 B. Employers Liability- \$500,000

Professional Liability (Errors & Omission) : \$1M per claim, per policy year/\$2M in the Aggregate. (Recommend an increase to \$5M for projects over \$500,000.)

Professional Liability for IT Technology including Cyber Risk: \$1M per claim, per policy/\$2M in the Aggregate.

2. Deductibles

The Contractor may elect to secure an insurance program with a deductible or self-insured retention (SIR) of up to \$25,000 without prior approval from the University. All deductibles shall be disclosed on the certificate of insurance and any deductible or SIR larger than \$25,000 Shall be approved by the University.

3. Certificate of Insurance Requirements

The Certificate of Insurance Shall:

- Demonstrate that insurance policies are underwritten by a carrier rated at least “A-” in A.M Best Key Rating Guide.
- Contain a provision that a thirty (30) day prior written notice of cancellation shall be sent to the University.

Appendix IV
Financial Terms

Credit Hours Taught in a Year	% of Tuition Revenue to Everspring
Up to 115,000	50.00%
Next 20,000	47.50%
Next 20,000	45.00%
Next 20,000	42.50%
All Additional	40.00%

For purposes of calculating the revenue share hereunder, "Tuition" will be defined as base online tuition rates set by the Institution, plus any course fees or online learning technology fees, but excluding other campus or University fees, late payments or administrative fees, or other ancillary fees. Any scholarships, tuition waivers, hardship reductions or other comparable discounts which apply against the published rates shall not impact the calculation of Tuition hereunder.

The revenue share tiers were based on the mutual assumption that the University would set aggregate Tuition equal to or greater than the per credit hour outlined in the applicable Program Statement. In the event that the Institution elects to set Tuition lower than such amounts by more than five percent (5%), the parties will negotiate an accommodation to the fees paid to Contractor in good faith.

Appendix V

Program Statement Template

This Program Statement is made and entered into as of _____, and is subject to the terms of, and incorporated by reference into, the Distance Learning Agreement (the “**Agreement**”) between Everspring Inc. (“**Contractor**”) and _____ (“**University**”). All capitalized terms not otherwise defined in this Program Statement shall have the meaning specified in the Agreement.

Program Title	
Program Description	
Program Coordinator	
Course Details	XX - Number of courses in Program XX - Total number of credit hours in Program
Course List	Course number & name w/ 3-5 sentence description of each course
	Course XXX – Course Title Description
	Course YYY – Course Title Description
	Course ZZZ – Course Title Description
Course Structure, Sequence and Schedule <i>[Insert course sequence, any requirements regarding course order, concurrent/sequential schedule, and/or additional course structure information, limitations.]</i> ** Changes in course sequence may increase costs/revenue share to Contractor. Contractor designs and supports a single Master version of each course (requests for multiple versions will incur incremental costs).	
Course Length	[In Weeks]
Terms per Year	[# of Terms per Academic Year]
Target Launch Date	[MONTH YEAR]
Instructional Design & Delivery Date	University agrees that course content for the courses in the program shall be loaded into University’s learning management system in accordance with the following timeline: -- 100% of all launch courses loaded at least [XX] months prior to the first instruction date for the program;

	-- 50% of all remaining courses loaded prior to the first instruction start date for the program; and -- All remaining courses loaded within [XX] months of such first instruction date. For purposes of this Program Statement, "launch Courses" refers to the initial courses (no less than [XX] courses) in the Program sequence.
Target Enrollment (Total Enrolled Average Students)	[SAMPLE] Year 1: Year 2: Year X: Year Y: Year Z:
Tuition	

EVERSPRING INC.

[DEPARTMENTAL PROVOST/DEAN]**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

UNIVERSITY**

By: _____

Name: _____

Title: _____

Date: _____

*** Each Program Statement to be signed by a Provost or Dean of the applicable department with signing authority, as well as by an executive of the overall Institution.*

**FIRST AMENDMENT TO THE DISTANCE LEARNING AGREEMENT
BETWEEN
EVERSPRING, INC.,
AND
AUBURN UNIVERSITY**

THIS FIRST AMENDMENT (the "First Amendment") to the Distance Learning Agreement (the "Agreement") dated as of February 28, 2014, by and between Everspring, Inc., a Delaware corporation having its principal place of business at 200 W Jackson Blvd, Suite 1600, Chicago, IL 60606, (the "Contractor"), and Auburn University, an instrumentality of the State of Alabama having its principal place of business in Auburn, Alabama (the "University"), is entered into immediately, with its provisions to be effective on the dates and in the manner specified below.

WHEREAS, unexpected delays, outside of the control of the parties, have impacted the parties' original financial objectives and timelines in such a way as to require certain enumerated modifications of the Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Term

Section 2.1 of the Agreement is deleted in its entirety and replaced with the following paragraph:

2.1 This Agreement Shall begin on February 1, 2014. The initial term of this Agreement is for a period running from the Start Date through five (5) years following such date, with the option to renew thereafter for two (2), two (2) year periods, exercised at the election of the University provided that the University shall notify Contractor of its election at least twelve months prior to the expiration of the then current term. The "Start Date" shall be the first to occur of (a) the day the first student enrolled hereunder begins to receive class instruction under this Agreement or (b) February 1, 2017. Under no circumstance, even considering the two (2) two (2) year extensions above, shall this Agreement survive beyond February 1, 2024.

2. Instructional Design/Technology

APPENDIX II (Scope of Services) is amended as follows: the eighth paragraph under the heading Instructional Design/Technology is deleted in its entirety and replaced with the following paragraph:

At no additional cost to Auburn University, the Parties agree that Contractor Shall make available to University its custom instance of Canvas, in which Contractor

represents that it has made substantial investment, such that its custom instance of Canvas provides enhanced features, greater functionality and other elements for an improved faculty and student experience relative to other LMS infrastructures, and therefore offers additional value to University. Courses Shall be delivered using Auburn University's current LMS infrastructure and other content delivery systems as mutually agreed, unless Auburn University in its sole discretion elects to use Contractor's custom instance of Canvas.

3. Financial Terms

APPENDIX IV (Financial Terms) is amended as follows: the table preceding the first paragraph is deleted in its entirety and replaced with the following:

Credit Hours Taught in a Year	% of Tuition Revenue to Everspring
Up to 50,000	50.00%
Next 20,000	47.50%
Next 20,000	45.00%
Next 20,000	42.50%
All Additional	40.00%


{Signatures on Next Page}


IN WITNESS WHEREOF, the parties have executed this First Amendment, this ____ day of April, 2016, to be effective as of the dates and in the manner indicated above.

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the Effective Date.

AUBURN UNIVERSITY

EVERSPRING, INC.

By: 
Name: Tyler Adams
Title: Contract Officer
Date: 04/25/16

By: 
Name: Jeffrey Carlen
Title: CEO
Date: 4/25/16