

APR-22-03 01:45P CIT

(802) 656 - 0872

P.02

RECEIVED

APR 24 2003

SIGNED COPY

SOFTWARE LICENSE AGREEMENT FOR WEBCT CAMPUS EDITION™ (INSTITUTION)

(Single Institution, Annual or Subscription)

Licensee Name: University of VermontLicensee Address: Computing and Information Technology
238 Waterman Bldg., 85 So Prospect St.
Burlington, VT. 05405-0160

THIS SOFTWARE LICENSE AGREEMENT FOR WEBCT CAMPUS EDITION™ (the "Agreement") is between WebCT, Inc., a Delaware corporation with its principal place of business at Six Kimball Lane, Lynnfield, Massachusetts 01940 ("WebCT"), and the licensee named above ("Licensee"). The terms and conditions of this Agreement shall apply to (i) the WebCT Campus Edition software program(s) set forth in any fully-executed Order Schedule (the "Order Schedule") to this Agreement, including any programs of WebCT's licensors that are delivered by WebCT with or as part of the WebCT Campus Edition software, and any and all copies, in whole or in part, backups, related documentation, system administrator guides and user manuals, printed listings of code, and any patches, bug fixes, workarounds, upgrades, enhancements, and updates which may be subsequently furnished by WebCT to Licensee hereunder (collectively, the "Software") and (ii) any Support Services (as defined in Section 8.1) relating to the Software provided by WebCT to Licensee. In consideration of the mutual promises contained herein, the parties agree as follows:

1. GRANT OF LICENSE

1.1 License Grant. Upon execution by the parties of this Agreement and an initial Order Schedule to this Agreement and subject to payment by Licensee of the applicable license fee set forth in such Order Schedule and the terms and conditions of this Agreement, WebCT hereby grants to Licensee, during the License Term (as defined below) or any renewal thereof under Section 2.2, a nonexclusive, nontransferable license ("License") to use and copy the Software set forth therein in object code format only for Licensee's academic and administrative purposes, including any Licensee-controlled and Licensee-delivered adult education or community outreach programs. This is a license agreement and not an agreement for sale. All rights not specifically granted shall be reserved to WebCT.

1.2 Use. Each Licensee authorizes the installation and use of the Software on a single production server at the location designated in writing by Licensee to WebCT at the time the applicable Order Schedule is executed (the "Designated Location") and a single non-production server for internal testing purposes only. Additionally, each Licensee authorizes use of the Software only by Licensee's students, faculty, administrators, other employees, and/or contractors whose responsibilities require such access ("Users"). Use of the Software is not permitted (a) for productive use on other than the single production server identified to WebCT, unless otherwise agreed upon in writing by WebCT or (b) at a location other than the Designated Location.

1.3 Delivery. WebCT shall deliver electronically to Licensee one copy of the Software and related documentation, if any, or provide access to the Software via the Internet promptly after the date on which the applicable Order Schedule is signed by the parties and all necessary IP address and operating system information has been provided by Licensee to WebCT.

1.4 License Keys. Licensee acknowledges that the Software shall be activated by a license key consisting of identification codes which shall be provided to Licensee electronically promptly after receipt by WebCT of Licensee's IP address and operating system information.

1.5 Compliance. Upon WebCT's written request (which shall occur no more than once every six (6) months), Licensee shall provide

WebCT with a written statement, certified by an authorized representative of Licensee, setting the number of servers on which the Software is installed, and stating that the use of the Software has been reviewed and that each copy of the Software is being used solely pursuant to the provisions of this Agreement. WebCT, at its expense, will have the right to conduct and/or direct an independent accounting firm to conduct during normal business hours, an audit of the appropriate records of Licensee to verify the number of copies of the Software in use and the computer systems on which such copies are installed.

1.6 Copies. Licensee may make additional copies of the Software only to the extent reasonably necessary (i) for Licensee's internal purposes as set forth in Sections 1.1 and 1.2 and (ii) for archival and back-up purposes.

2. TERM; TERMINATION

2.1 Term of Agreement. This Agreement shall be effective as of the date on which it is signed by both parties (the "Effective Date") and shall remain in effect unless and until terminated in accordance with the provisions set forth in Sections 2.3 or 2.4 below. The expiration of any License Term hereunder shall not constitute termination of this Agreement.

2.2 Term of License. The initial term of the License shall commence upon the execution by the parties of the applicable Order Schedule and shall remain in effect for the number of years (or such other period of time) as set forth in such Order Schedule, unless earlier terminated in accordance with the provisions of Section 2.4 below (the "License Term"). Upon expiration of the initial License Term, the License may be renewed thereafter for successive terms, if then generally available, subject to payment by Licensee of the then-current applicable license fees and provided that an additional Order Schedule for such renewal is executed by the parties prior to the end of the expiring License Term. Upon execution of an additional Order Schedule, WebCT shall provide Licensee with a new license key for the renewed License Term. Unless otherwise agreed in writing by the parties, the term of each License renewal shall begin immediately as of the expiration of the prior License Term.

2.3 Termination of Agreement upon Expiration of Licenses. Either party may terminate this Agreement without cause by providing at least thirty (30) days' prior written notice to the other party, and any such termination shall become effective upon expiration of the last to expire License granted hereunder.

2.4 Termination for Cause. Upon any breach by Licensee of Sections 1.1, 1.2 or 4 of this Agreement, WebCT shall have the right to terminate this Agreement and the Licenses granted hereunder effective immediately upon written notice to Licensee. Upon any other material breach or default of this Agreement by either party, the other party shall provide the breaching party with written notice of the breach. If the breaching party fails to cure such breach within (30) days following receipt of such written notice, then the non-breaching party shall have the right to terminate this Agreement and the Licenses granted hereunder effective immediately upon written notice to the breaching party.

Apr-22-03 01:46P CIT

(802) 656 - 0872

P-03

2.6 Effect of Expiration or Termination. In the event of the expiration of a Licensee or termination of this Agreement for any reason, Licensee shall promptly, as to the Software under such License or the Agreement, as applicable: (i) discontinue all use of the Software; (ii) erase or destroy any Software contained in the computer memory or data storage apparatus under the control of Licensee; (iii) return to WebCT or destroy all copies of the Software provided by WebCT and any and all copies made by Licensee; and (iv) certify in writing to WebCT, within thirty (30) days of the expiration of the License or termination of this Agreement, that Licensee has complied with the foregoing.

2.6 Survival. Sections 2.5, 2.6, 3, 4, 5, 6.2, 7, 8.2, 9.1, 9.2, 9.5, 9.6, 9.7 and 9.8 hereof shall survive the expiration of any License or the termination of this Agreement.

3.0 FEES AND PAYMENT TERMS

3.1 License Fee. In consideration of the License granted hereunder and Licensee's commitment to license the Software for the full term set forth in the applicable Order Schedule, the annual license fee(s) for each year of the License Term shall be as specified in the applicable Order Schedule. Unless otherwise specified therein, the annual license fee for the first year of the License Term shall be invoiced upon execution of such Order Schedule and any remaining annual fees due in connection with such License shall be invoiced on or about the start of each applicable year of the License Term, respectively. All invoices shall be due and payable within thirty (30) days following the invoice date. All fees referenced under this Agreement shall be shown, invoiced, and payable in U.S. Dollars.

3.2 Taxes. Except to the extent that Licensee provides WebCT with appropriate documentation verifying that the License of Software to Licensee hereunder is tax exempt, Licensee shall pay all value, use, estate and similar taxes applicable to the Software and this Agreement and shall reimburse WebCT for any such taxes paid by WebCT, excluding taxes based on the net income of WebCT. If Licensee is subject to the tax laws of a country other than the United States and is required by law to make any deduction or to withhold from any sum payable to WebCT hereunder, then the sum payable by Licensee upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, WebCT receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount WebCT would have received and retained in the absence of such required deduction or withholding.

4. PROTECTION OF THE SOFTWARE

4.1 Ownership. Licensee acknowledges and agrees that WebCT and its licensors retain all title, copyrights, patents and other proprietary rights in and to the Software. Licensee agrees any updates, patches, bug fixes, workarounds, upgrades, and enhancements to the Software furnished in connection with any Support Services (as defined below) shall be the sole and exclusive property of WebCT, subject to use by Licensee in accordance with the terms and conditions of this Agreement and only during the applicable License term.

4.2 Proprietary Markings. Licensee shall not alter, remove or conceal any government restricted rights notice or any copyright, trademark, trade name or other proprietary marking or notice that may appear in or on the Software and shall reproduce all such markings and notices in or on all copies of the Software made by Licensee. Notwithstanding the foregoing, Licensee may remove the WebCT logo from the user interface screens of the Software and replace it with Licensee's own institution logo, PROVIDED THAT ANY REPLACEMENT ON A SINGLE USER INTERFACE SCREEN REQUIRES REPLACEMENT ON ALL USER INTERFACE SCREENS. To the maximum extent permitted by applicable law, Licensee shall indemnify, defend and hold WebCT harmless from and against any and all claims, demands or actions and costs, liabilities or losses arising out of any actual or alleged infringement of any third party trademark or copyright by Licensee's logo or other intellectual property in connection with such

User screens. Any other usage or removal of any WebCT proprietary notices or trademarks requires the express written consent of WebCT.

4.3 Further Restrictions. Licensee agrees to treat the Software as a confidential trade secret and valuable asset of WebCT and agrees that such Software shall not be used for any purpose other than as set forth herein. Licensee shall not (i) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Software, (ii) develop a competing product based on the Software, or (iii) attempt in any way to access the source code for the Software, except to the extent expressly permitted by applicable law and to the extent the parties shall not be permitted by that applicable law to exclude or limit such rights. Information relating to the Software necessary to enable the production of interoperable software shall be available from WebCT on request. In addition, Licensee may use the third party software programs that are licensed and delivered by WebCT with and as a part of the Software hereunder only in conjunction with the WebCT Campus Edition software program. Use of such third party software without the WebCT Campus Edition software program is not permitted. Further, Licensee may not use such third party software programs for independent application development purposes or for any other purpose outside the scope defined in Section 1.1 of this Agreement. Licensee agrees to treat the terms and conditions of this Agreement (including the fees set forth in any Order Schedule hereto) as confidential information of WebCT and, to the maximum extent permitted by applicable law, shall not disclose such information, except to (a) those persons within its organization with a need to know for purposes of performing their duties, (b) to Licensee's attorneys, accountants or other fiduciary advisors as reasonably necessary, or (c) as required by law. Licensee shall adopt reasonable measures to assure that its Users will make no disclosure of the Software or the information contained therein to other persons or legal entities and that such Users adhere to the restrictions set forth in this Section 4.

4.4 Third Parties. Licensee shall not (i) host the Software for access by any unauthorized user; (ii) rent, lease, loan, sublicense, or otherwise distribute the Software to any third party; or (iii) offer the Software in connection with timesharing, facility management, or service bureau usage.

5. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

5.1 Infringement. WebCT shall, at WebCT's expense, defend or settle any action brought against Licensee based on a claim that the Software infringes a third party's United States or Canadian patent, copyright, trade secret or other intellectual property right and shall pay all costs and damages finally awarded against Licensee in any such action which are attributable to such claim, subject to the exclusions set forth in Section 5.2 below. In addition, should the Software or any part thereof become, or in WebCT's opinion, be likely to become, the subject of a claim of infringement, WebCT may, at its option and at its own expense, (i) procure for Licensee the right to continue using such Software as contemplated hereunder, (ii) modify the Software to render it non-infringing or (iii) replace the Software with functionally equivalent software. If WebCT determines that none of the foregoing is reasonably available to WebCT, then WebCT may terminate this Agreement upon thirty (30) days prior written notification to Licensee and, upon such termination and the return or destruction of the affected Software, WebCT shall provide to Licensee a pro-rata refund of any prepaid license fees for such Software. Except as set forth in this Section 5, WebCT shall have no further liability to Licensee with respect to such intellectual property infringement claim.

5.2 Exclusions. The obligations set forth in this Section 5 are contingent on prompt written notice by Licensee to WebCT of any third party claim, action or demand, save control of the defense and settlement thereof by WebCT and reasonable cooperation of Licensee in such defense or settlement. Moreover, the obligations set forth herein shall not apply to any claim arising out of (i) the combination of the Software with other products not supplied by WebCT, to the extent that the claimed infringement would have been avoided absent such combination, and (ii) the modification of the Software by anyone other than WebCT.

Apr-22-03 01:46P CIT

(802) 656 - 0872

P-04

5.3 Entire Liability. THIS SECTION 6 STATES THE ENTIRE LIABILITY OF WEBCT FOR ANY LOSS AND DAMAGES WHATSOEVER ARISING OUT OF OR RELATING TO THE INFRINGEMENT OF ANY COPYRIGHT, PATENT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS.

6. WARRANTY AND DISCLAIMER

6.1 Warranty. WebCT warrants that, for a period of one (1) year following the first delivery under this Agreement of a license key for the WebCT Campus Edition software to Licensee (the "Warranty Period"), the WebCT Campus Edition software shall operate substantially in accordance with the then-current system administrator guides generally released by WebCT to its licensees, provided that (i) the WebCT Campus Edition software is operated in accordance with such guides and (ii) Licensee does not modify or otherwise alter the WebCT Campus Edition software. This warranty is void if the non-performance of the WebCT Campus Edition software has resulted from accident, abuse, or misapplication by Licensee. Replacement software or modifications, updates, releases and enhancements delivered pursuant to Support Services (as defined in Section 8) shall not extend the duration of the Warranty Period, nor shall such warranty apply to any renewal of a license granted hereunder.

6.2 Disclaimer. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 6.1, THE SOFTWARE AND SUPPORT SERVICES ARE PROVIDED WITHOUT WARRANTY OF ANY KIND. THE EXPRESS WARRANTY SET FORTH IN SECTION 6.1 IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. WEBCT SPECIFICALLY DOES NOT WARRANT THAT THE SOFTWARE SHALL MEET ALL OF LICENSEE'S REQUIREMENTS OR SHALL OPERATE IN ALL THE COMBINATIONS WHICH MAY BE SELECTED FOR USE BY LICENSEE; THAT THE OPERATION OF THE SOFTWARE SHALL BE ERROR-FREE OR UNINTERRUPTED; OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE SHALL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THAT THE ABOVE EXCLUSIONS MAY NOT APPLY TO LICENSEE. THIS WARRANTY GIVES LICENSEE SPECIFIC LEGAL RIGHTS. LICENSEE MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

6.3 Sole Remedy. In the event the WebCT Campus Edition software fails to perform as warranted in Section 6.1 above and Licensee advises WebCT in writing of a reproducible error in the WebCT Campus Edition software prior to the expiration of the Warranty Period, WebCT shall use commercially reasonable efforts to correct or provide a workaround for such error. In the event that WebCT is unable to correct the error or is unable to make the WebCT Campus Edition software operate as warranted within ninety (90) days following receipt of such written notification from Licensee, Licensee may terminate the license for the Software in accordance with the terms of Section 2.4 above. Upon such termination and the return or destruction of the Software as set forth in Section 2.5, Licensee shall be entitled to recover the fees paid to WebCT by Licensee for the WebCT Campus Edition license. This Section 6.3 sets forth Licensee's sole remedy, and WebCT's sole obligation, relating to performance of the Software and for breach of the warranty in Section 6.1.

7. LIMITATION OF LIABILITY

7.1 Limitation of WebCT's Liability. To the maximum extent permitted by applicable law, WebCT's liability in contract, tort (including negligence) or otherwise with respect to the Software and Support Services provided hereunder shall be limited to direct damages and, except as set forth in Section 5.1 of this Agreement, shall not exceed the amount of the license fee or Support Services fee, respectively, paid to WebCT with respect to such Software or Support Services during the twelve month period immediately preceding the date the claim arose.

7.2 Limitation of Licensee's Liability. To the maximum extent permitted by applicable law, except for Licensee's liability under Section 4.2 or a breach by Licensee of Sections 1.1, 1.2 or 4 of this Agreement, Licensee's liability in contract, tort (including negligence) or otherwise with respect to this Agreement shall not exceed the amount of the license fees(s) and Support Services fee(s) set forth in all fully-executed Order Schedules attached hereto.

7.3 No Consequential Damages. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT THAT NO SUCH LIMITATION SHALL APPLY IN THE EVENT OF A BREACH BY LICENSEE OF SECTIONS 1.1, 1.2 OR 4 OF THIS AGREEMENT.

8. SUPPORT SERVICES

8.1 Support Services. During the initial license term and, if generally available to WebCT's licensees at the time, during any renewal thereof or during the term of any additional license, WebCT shall provide a basic level of support for the Software ("WebCT Basic System Admin Support") to Licensee, free of charge, which shall include (i) upgrades or releases to the Software which WebCT makes generally available to its licensees and (ii) certain other services in accordance with the then-current WebCT Basic System Admin Support description set forth on WebCT's website at www.webct.com/options. In addition, at any time during the term of any license or any renewal thereof, Licensee may elect to purchase one of the then-available enhanced support options offered by WebCT as described on such WebCT website, by executing an Order Schedule to this Agreement indicating its selection and paying the applicable Support Service fees set forth therein. Any support option purchased by Licensee shall be coextensive with the then-current year of the license term or, if purchased after the start of any year of the license term, with the remaining portion of such year in which case the applicable Support Service Fee shall be prorated accordingly. Together with the WebCT Basic System Admin Support, such support options shall be collectively referred to herein as the "Support Services". All such Support Services will be provided in accordance with the then-current applicable support option description set forth on www.webct.com/options, subject to the terms and conditions set forth herein. Licensee assumes all risks arising from Licensee's failure to implement updates and any other corrections released by WebCT. WebCT shall in no event be required to perform any on-site Support Services.

8.2 Support Service Fees. Support Service fees for any enhanced Support Service option selected by Licensee shall be as specified in the applicable Order Schedule and shall be due and payable within thirty (30) days following receipt of an invoice. If Licensee fails to pay Support Service fees when due, WebCT shall have no obligation to correct or support the Software in accordance with such selected option.

9. GENERAL

9.1 U.S. Government Restricted Rights. In the event that Licensee is an agency of the United States Government, or that a license granted hereunder is pursuant to a contract with either a defense or civilian agency of the United States Government, Licensee hereby acknowledges that the Software licensed hereunder is commercial computer software developed at private expense and provided to Licensee subject to restricted rights. Use, duplication, or disclosure by the Government is subject to the restrictions as set forth in subparagraph (c)(1)(i) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights clause at 48 CFR 52.227-19, as applicable, or in successor provisions, as well as the limitations set forth herein. Manufacturer is WebCT, Inc., Six Kimball Lane, Lynnfield, Massachusetts 01940.

9.2 Export Control. Licensee acknowledges that it is subject to United States laws and regulations controlling the export of technical

Apr-22-03 01:47P CIT

(802) 656 - 0872

P-05

data, computer software and other commodities and agrees not to export or allow the export or re-export of such data, software or other commodities in violation of such laws and regulations.

9.3 Notice. Any notice that is required to be given hereunder shall be in writing and delivered to the addressee and files set forth below by certified mail (return receipt requested), a recorded delivery service, or by other means of delivery requiring a signed receipt. All notices shall be effective upon receipt. If no address is supplied by Licensee below, notices to Licensee shall be sent to the address set forth on the first page of this Agreement to the attention of the signature name set forth below. The addressee provided herein may be changed at any time on prior written notice.

If to WebCT: Six Kimball Lane
Lynnfield, Massachusetts 01940
Attn: Exec. VP, C.F.O and Treasurer

If to Licensee:

9.4 Assignment. This Agreement and the Licenses granted hereunder may not be assigned, sublicensed, or otherwise transferred to another person or legal entity, whether by merger, consolidation, sale of assets or otherwise, without the prior written consent of WebCT.

9.5 Waiver. The failure of either party to enforce in any one or more instances any of the terms and conditions of this Agreement shall not be construed as a waiver of future performance of any such term or condition. Waiver of any term or condition shall be deemed to have been made only if expressed in writing by the party granting such waiver.

9.6 Severability. If any provision of this Agreement shall be held IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement.

LICENSEE:

By: Roger A. Lawson
(Authorized Signature)

Name: Roger A. Lawson

Title: Director, CIT

Date: April 18, 2003

by a court of law of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be reformed, construed and enforced to the maximum extent permissible, and the remaining provisions shall remain in full force and effect.

9.7 Governing Law. The parties agree that this Agreement will be governed by, interpreted, and construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A. Each of the parties hereby irrevocably submits to the exclusive venue and jurisdiction of any federal or state court sitting in Boston, Massachusetts in any action, suit or proceeding brought against it by the other party under this Agreement. The UN Convention on Contracts for the International Sale of Goods will not apply. The English language version of this Agreement shall govern.

9.8 Entire Agreement. This Agreement and all fully executed Order Schedules attached hereto constitute the entire agreement and understanding between the parties relating to the subject matter hereof, and supersede any and all oral and prior written representations, understandings or agreements between the parties with respect thereto. Printed terms and conditions on Licensee's purchase order shall not apply, even if executed by WebCT before or after the Effective Date of this Agreement. The subject matter of this Agreement is limited to the rights expressly granted herein. The terms of this Agreement shall have no force and effect with respect to any claim based on the use of the Software outside the scope of the Licenses and rights expressly granted herein. In the event of any conflict between the terms of this Agreement, and the terms of any Order Schedule, the terms of this Agreement shall prevail, unless an express term of an Order Schedule provides otherwise. Any modification or amendment to this Agreement, including the Order Schedules, must be in writing and signed by authorized representatives of both parties. This Agreement shall be deemed to have been made in the Commonwealth of Massachusetts. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

WEBCT, INC.

By: John Giordano

(Authorized Signature)

John Giordano

Executive Vice President

Chief Financial Officer & Treasurer

Title:

Date:

APR 22 2003

WebCT
6 Kimball Lane
Lynnfield, MA 01940

**AGREEMENT
BETWEEN
BISK EDUCATION, INC.
&
THE UNIVERSITY OF VERMONT**

September 2010

TABLE OF CONTENTS

Definitions	1
ARTICLE I. THE PROGRAM.....	2
Section 1.1 Summary of the Program	2
Section 1.2 Certificate Courses Offered	2
Section 1.3 Additional Courses	3
ARTICLE II. ADMINISTRATIVE RESPONSIBILITIES.....	3
Section 2.1 Administrative Responsibilities	3
Section 2.2 Faculty	3
Section 2.3 Course Outline	4
Section 2.4 Course Media Production	4
Section 2.5 Copyright Clearances and Talent.....	5
Section 2.6 Development of Learning Guide	5
Section 2.7 Marketing and Advertising	5
Section 2.8 Course Sessions.....	6
Section 2.9 Student Registration	6
Section 2.10 ADA Accommodations.....	7
Section 2.11 Billing and Collection	7
Section 2.12 Materials and Texts; Distribution	7
Section 2.13 Grade Processing and Records	7
Section 2.14 Program Completion and Award of Certificate.....	8
ARTICLE III. FINANCIAL TERMS.....	8
Section 3.1 Tuition	8
Section 3.2 Financial Arrangements	8
Section 3.3 Gross Revenue Definition.....	8
Section 3.4 Distributions and Reporting.....	9
Section 3.5 Auditing.....	9
Section 3.6 Development Funding.....	9
ARTICLE IV. CERTAIN RIGHTS.....	9
Section 4.1 Ownership of Rights	9
Section 4.2 Exclusivity.....	10
Section 4.3 Tuition-Free Enrollments.....	11
ARTICLE V. TERM AND TERMINATION.....	11
Section 5.1 Effective Date; Term of Agreement	11
Section 5.2 Termination.....	11
ARTICLE VI. REPRESENTATIONS AND WARRANTIES OF UNIVERSITY OF VERMONT	12

Section 6.1 Legal Status	12
Section 6.2 Institutional Accreditation.....	12
Section 6.3 No Conflict.....	12
Section 6.4 Other Parties.....	13
Section 6.5 Other Approvals.....	13
Section 6.6 Litigation	13
Section 6.7 Notification.....	13
Section 6.8 Survival	13
 ARTICLE VII. REPRESENTATIONS AND WARRANTIES OF BISK	13
Section 7.1 Corporate Status.....	13
Section 7.2 Corporate Authorization	13
Section 7.3 No Conflict.....	14
Section 7.4 Other Parties.....	14
Section 7.5 Other Approvals.....	14
Section 7.6 Litigation	14
Section 7.7 Notification.....	14
Section 7.8 Survival	14
 ARTICLE VIII. INDEMNIFICATION AND INSURANCE	14
Section 8.1 Hold Harmless.....	14
Section 8.2 Knowledge of Claim	15
Section 8.3 Costs and Fees.....	15
Section 8.4 Survival	15
Section 8.5 Insurance	15
 ARTICLE IX. MISCELLANEOUS PROVISIONS	16
Section 9.1 Further Assurances.....	16
Section 9.2 Independent Entities.....	16
Section 9.3 Relationship of Parties	16
Section 9.4 Captions.....	16
Section 9.5 Pronouns.....	16
Section 9.6 Counterparts	16
Section 9.7 Benefit	17
Section 9.8 Changes in Writing	17
Section 9.9 Assignment.....	17
Section 9.10 Confidentiality.....	17
Section 9.11 Construction	18
Section 9.12 Approvals	18
Section 9.13 Compliance with Law	18
Section 9.14 Severability	18
Section 9.15 Force Majeure	18
Section 9.16 Notices	18

AGREEMENT BETWEEN BISK EDUCATION, INC., & THE UNIVERSITY OF VERMONT

This Agreement is executed between Bisk Education, Inc., a Florida corporation ("Bisk"), and the University of Vermont, a Vermont nonprofit educational institution ("UVM").

Background

Bisk is one of the nation's leading developers, marketers and academic support services providers for alternative and online education programs for continuing education, post secondary education and other disciplines; and

UVM is a not-for-profit educational institution accredited by the New England Association of Colleges and Schools. UVM offers certificates through traditional classroom instruction; and

UVM desires to offer certificates via online learning with the assistance of Bisk, and Bisk desires to provide its expertise and resources to facilitate the offering of UVM programs online. The initial offering will include the programs listed in Appendix A below, with the parties adding additional degrees and certificates from time to time at their mutual option (collectively herein the "Program");

Accordingly, in consideration of the promises and agreements set forth herein, the parties intending to be legally bound, hereby agree as follows:

Definitions

Academic Content. Accredited UVM course content provided by UVM faculty which serves as the basis for development of the Program Course Media.

Corporate Customer. A corporation, association, governmental entity or other third party that is amenable to providing an opportunity to market the Program to its employees, members or constituents (for whom it may provide some form of tuition assistance) such that a volume enrollment opportunity exists.

Course Media. Media that may include, but not be limited to, Internet and computer software, video lectures, multi-media CD-ROMs and DVDs, textbooks and audio lectures, mobile formats including MP3 and MP4, containing educational content and instructional tools and materials devised by Bisk instructional designers and technical staff using Academic Content presented by UVM faculty, designed to deliver Program courses in a distance education format via Bisk's Learning Management System.

Initial Enrollment Date. The Initial Enrollment Date is the date on which Bisk begins enrollment for the first Program class.

Learning Guide. A course study guide, which presents outcomes, supports key concepts and ideas of the course, suggests learning activities, identifies instructional materials, outlines assignments and provides a detailed overview of Course Media presentations.

Learning Management System (LMS). Proprietary computer source code, associated databases, integrated applications and related processes, all of which have been developed or licensed by Bisk and engineered for the interactive presentation and testing of academic content in an online environment.

Master Certificate. A separate credential provided to students who complete all three courses, or "Masters Track," offered in a particular academic program.

ARTICLE I. THE PROGRAM

Section 1.1 Summary of the Program. Bisk and UVM shall work together to create and offer the Program. The Program shall comprise the non-degree, non-credit certificate courses described below online. UVM shall provide qualified Developing Faculty, who shall be responsible for producing Course Media for the certificate courses in concert with Bisk instructional designers and technical staff. Course Media shall be developed in accordance with UVM policy. Program courses shall be designed to be delivered in an eight (8) week format. Bisk shall market the Program, manage prospective student interaction, and handle enrollment including collection of tuition. Every student registered for the Program shall be both a UVM student and a Bisk customer. Students shall be enrolled in eight week course sessions offered at the beginning of each month during the year. Those enrolled in courses shall be afforded access to the Course Media via Bisk's LMS, and interaction with Online faculty and fellow students through e-mail, online chat, message boards and other online applications supplied by Bisk, as required to achieve all learning outcomes. Online Faculty shall be assigned for each course to assist students in completing course requirements. Bisk shall retain grade information and provide transcripts to students. UVM shall award a UVM Certificate of Completion to certificate-seeking students after successful completion of the certificate requirements, and an additional Master Certificate to students who complete a Masters Track. In order to obtain a Certificate from UVM, students must complete each Program course with a minimum score of 70%. Administrative responsibilities are more fully described in Article II below.

Section 1.2 Certificate Courses Offered. The Program will consist of the following certificate courses in the following subject matter disciplines. All courses are eight (8) weeks in duration unless otherwise noted and shall be offered twelve times per year:

(a) Campus Sustainability Leadership

1. Course Title(s): three courses to be determined

(b) Corporate Sustainability Leadership

1. Course Title(s): Three courses to be determined

Section 1.3 Additional Courses. Additional courses and subject matter disciplines may be developed and added to the Program by mutual written consent of the parties. Unless otherwise noted pursuant to a signed addendum, all contractual terms for new courses shall be the same as the then existing terms between the parties covering existing courses in this Agreement.

ARTICLE II. ADMINISTRATIVE RESPONSIBILITIES

Section 2.1 Administrative Responsibilities. UVM and Bisk shall both be responsible for the success and quality of the Program. Individual functions and responsibilities are defined below with notations of 'BE' for Bisk and 'UVM' for UVM and "BE/UVM" for both parties. Following signing of the Agreement, UVM and Bisk shall conduct a comprehensive launch meeting at which the parties will develop joint expectations and map the development process, including expectations for subsequent meetings and milestones. UVM and Bisk shall each appoint a senior project manager to serve as the primary point of contact during the development of the Program through its launch. Each of the parties will allocate sufficient resources and staff to ensure successful development and timely launch of the Program, including subsequent additions to the Program. Each of the parties shall also provide resources to manage the Program following launch, including a Program manager dedicated to issue resolution, approvals and other required tasks.

Section 2.2 Faculty (UVM). All faculty involved in the Program shall be deemed to be UVM faculty, and shall be evaluated, retained, supervised and compensated by UVM. UVM retains the sole right to hire and dismiss all faculty.

(a.) Developing Faculty. Developing Faculty shall be subject matter specialists who shall develop and present the course lectures and other associated content on video and/or other multimedia formats to create all of the Program Course Media necessary to satisfy all Program academic requirements, utilizing both existing and newly developed UVM Academic Content. UVM shall assign Developing Faculty upon consultation with Bisk; Bisk's input shall be strictly limited to evaluating the Developing Faculty's presentation skills in the context of online delivery, and shall not extend to the Developing Faculty's academic qualifications or the subject matter of the lectures.

(b.) Online Faculty. Online Faculty shall be the faculty of record for students who are enrolled for a given course, and shall be assigned specific students for that course. Online faculty members shall be responsible for guiding students toward completion of course requirements including regular communication with the class and with individual students in the LMS course home page, e-mail, chat rooms and message boards. Online Faculty shall also evaluate all student work, and award grades for coursework according to UVM guidelines and standards. Students in the Program will be assigned one (1) Online Faculty member for each course.

(c.) **Faculty Standards.** All Program faculty shall meet UVM's requirements for faculty, including: (1) have acceptable academic credentials in a relevant field; (2) show relevant experience that combines theory and practice; (3) show awareness of and respect for adult learning theory and practice.

(d.) **Faculty Training; Expectations.** All Online Faculty shall complete an online orientation to prepare them to teach in the Program. Bisk shall provide UVM with its LMS online training modules, which shall be customized to incorporate UVM branding, standards and procedures, and which shall also include distance education best practices. All first time UVM Online Faculty shall complete the training prior to teaching a course in the Program. Developing Faculty and Advising Faculty will be strongly encouraged to take the faculty training and familiarize themselves with the course delivery methodology, including use of standard reporting tools on student and faculty participation.

Section 2.3 Course Outline (BE/UVM). A development team made up of Developing Faculty and Bisk instructional design personnel shall create a Course Outline for each course. The Outline shall delineate the academic parameters of the course including outcomes, instructional materials, resources, class outlines and assignments.

Section 2.4 Course Media Production (BE). The production of the Course Media shall be the responsibility of Bisk using the Developing Faculty, Bisk instructional designers and Bisk technical and production staff. This production team shall oversee the Course Media production process. The location of the production of the Course Media shall be determined at the discretion of Bisk.

Course Media design shall involve the development of courses in accordance with the Course Outlines. Planning includes establishing (1) the rationale for the course, including the overall educational goals; (2) identification of intended learning outcomes; (3) ideas and skills to be learned in the course; (4) and an instructional plan for each learning segment. Developing Faculty will develop power point presentations to facilitate their presentation, with assistance from Bisk staff, and thereafter make a formal presentation of the material which will be captured in a video format. Video presentations developed for each course must be a minimum of ten (10) hours. The production team shall design all learning formats and course components.

Course Media shall also include a syllabus that contains the course objectives, module outcomes, reading assignments, self-directed homework assignments, and all associated textual materials and assignments, including the Learning Guide. In addition, Course Media shall include assessment materials such as writing assignments and/or a bank of test questions for administering randomized multiple-choice quizzes and tests.

Bisk shall design and produce all media and mechanisms that deliver the Course Media to the student, which shall include: acquiring an appropriate domain name and hosting the DNS and associated code on its servers; designing, building and maintaining an appropriate, dedicated Internet website; and adapting and installing a Program-specific version of its LMS.

When all course materials are completed, Bisk shall provide UVM with a complete set of all Course Media on CD Rom along with learning guides and texts for each course.

Section 2.5 Copyright Clearances and Talent (UVM/BE). (a). UVM shall obtain all copyright assignments necessary to allow for use and ownership of the Course Media as contemplated by this Agreement specifically including obtaining full copyrights to all course materials produced by Developing Faculty, and excluding materials in 2.5(b) below. A copy of all copyright assignments required for Course Media shall be kept on file with Bisk.

(b). Bisk shall use reasonable efforts to obtain all copyright licenses or consents necessary for third-party materials which Developing Faculty, curriculum development teams, or other participants wish to use in the multi-media portions of the Course Media. If Bisk is unable to obtain a necessary copyright licenses or consents, or if such can only be obtained for a fee that exceeds a reasonable cost for same, then Bisk may require that such material be excluded from the course or secured directly by UVM. A copy of all copyright assignments obtained by Bisk shall be kept on file with Bisk and furnished to UVM at its request.

(c). In addition to an agreement with Developing Faculty, Bisk shall obtain releases from any person who appears in the Course Media. Copies of such releases shall be kept on file with Bisk and furnished to UVM at its request.

Section 2.6 Development of Learning Guide (BE). As part of the Course Media produced by Bisk, students will be provided a printed Learning Guide for each course. Learning Guides will be developed by Bisk instructional designers, editors and staff. These Guides shall be formatted, printed and published by Bisk, and provided in accordance with Section 2.12.

Section 2.7 Marketing and Advertising (BE/UVM). (a.) UVM will incorporate the Program as appropriate into its marketing and sales literature and the Program courses will be promoted along with its other course offerings. In particular, UVM shall provide Program-specific links from its existing web pages to the Program website. UVM shall assign a dedicated individual who shall provide a marketing point of contact for Bisk with UVM, specifically with regard to making all necessary marketing material approvals and providing creative elements to Bisk. UVM shall communicate with staff, students and Alumni to officially announce the Program prior to its offering. UVM will also coordinate with Bisk on the issuing of appropriate press releases announcing the launch of the Program and thereafter reporting significant events, including additions to the Program. UVM agrees to cooperate with and provide the necessary documentation to Bisk in order for Bisk to establish a local US Mail permit in Hillsborough County, Florida, on behalf of UVM for purposes of distributing materials for the Program. UVM will also make appropriate (as determined by UVM) alumni and student mailing lists and other promotional materials available to Bisk to use solely in developing and promoting the Program and any additions or amendments thereto.

(b.) Bisk shall be solely responsible for marketing and advertising the Program to prospective and enrolled students in a commercially reasonable manner for success of the Program which may include, but is not limited to: market research and choice of format; developing (as described below) and distributing all manner of unique advertising materials

including brochures, product catalogues, web creative, use of the Program website, trade show displays, informational letters and PDFs; inclusion of the Program in existing and future University Alliance distribution media and channels; distributing UVM copies of the Course Media to appropriate parties; telephone campaigns including unique sales scripts; direct mailing campaigns; TV, radio and all manner of Internet advertising; use of outside marketing representatives; and by such other means that Bisk deems suitable pursuant to Federal Higher Education rules and regulations regarding marketing and in conformity with all regional accrediting agency standards. UVM agrees that Bisk shall have the right to market and advertise UVM programs together with other university programs through and with the University Alliance, a Bisk brand, and therefore UVM understands and agrees that Program students and prospects may be provided with information on other University Alliance offerings.

(c.) Bisk shall be solely responsible for designing and producing all Program marketing materials. UVM shall provide Bisk a worldwide right to use, and general guidelines governing the use of, its trademarks including name, logo, shield or seal, as the case may be, specifically for the purpose of marketing and advertising for the Program. Bisk agrees to adhere to all such guidelines. UVM shall in addition make available, or allow Bisk to use, UVM images, text including descriptions of the school and its programs, and other existing marketing creative or materials, as necessary, to assist Bisk in fulfilling its obligations herein. UVM must review, prior to their publishing, initial promotional, marketing or other materials, including the Program website and adjunct creative pieces, which make reference to the Program or UVM. UVM shall approve the textual content and use of any UVM intellectual property, and may reject those materials which it finds objectionable and harmful to its reputation and status. UVM shall not unreasonably withhold or delay its approval thereof. UVM shall review requested materials within ten (10) business days of delivery by Bisk; if Bisk does not receive feedback on materials presented for review within ten (10) business days, Bisk shall proceed with its marketing efforts involving said materials. Thereafter, during the Term, Bisk shall be permitted, without further approval from UVM, to use the materials to promote the Program, and to create derivative marketing materials, including making non-material textual content changes to the approved materials, and to vary the format and presentation of the materials, to accommodate different marketing and advertising needs.

Section 2.8 Course Sessions (BE/UVM). All Program courses will be offered in sessions that begin on the first of each month during the year and are completed in eight weeks. Bisk shall market the Program accordingly and enroll students for each session. UVM shall provide adequate Online Faculty to staff each of the sessions, and classes, as necessitated by enrollment. There shall be a minimum enrollment of 13 students per course in order for the course to be offered, unless the parties mutually agree otherwise on a case by case basis.

Section 2.9 Student Registration (BE). Bisk shall be responsible for all communications with prospective students, and for registering students and enrolling them into the Program LMS. Students enrolling in the Program shall be required to sign an Acknowledgement of Enrollment (AOE) form, which shall be approved by UVM prior to its first use, thereby: accepting the payment terms, withdrawal terms, materials return policy, and other policies applicable to the Program; confirming their course selection; and agreeing, in the case of intended payment via third party tuition assistance, to personal liability in the event of non-

payment by the third party. Following enrollment, students may elect to delay ("roll") their start date to a later start date, for which they will be charged a processing fee. Students will also be permitted to withdraw without penalty prior to the first day of class, but shall not be permitted to withdraw once they have accessed the online classroom, unless there are legitimate extenuating circumstances articulated to Bisk.

Section 2.10 ADA Accommodations (UVM/BE). Bisk's LMS shall at all times be in compliance with the Americans with Disabilities Act (ADA) and related federal regulations. For students who request additional accommodations beyond those outlined in the ADA and related regulations, UVM shall provide Bisk with the name and contact information of its institutional resource (in the UVM ACCESS Office) dedicated to handling requests from applicants who identify as having a disability that requires accommodation. Bisk shall provide this information to prospects and students when they register for the program. Bisk shall provide the UVM ACCESS office with the name and contact person in Bisk's course development division responsible for making accommodations to programs. UVM shall be responsible in each case to (a.) make a determination of disability, (b.) communicate with Bisk and program faculty concerning an appropriate accommodation, and (c.) unless mutually agreed otherwise, UVM shall pay any additional cost to implement the additional accommodation (whether through Bisk, UVM, or another vendor). Following a determination of a needed additional accommodation, UVM shall communicate with Bisk's director of course development, who shall work with the UVM ACCESS office to implement the accommodation. Accommodation requests should be made as far in advance as possible.

Section 2.11 Billing and Collection (BE). Bisk shall be responsible for billing and collecting all tuition and other charges and fees relating to the Program. Students shall generally be required to make payments in cash or cash equivalents for any such charges before the first week of each course session. Bisk may extend payment terms, with payment secured by credit card guarantees, in appropriate cases, for example, where the student is paying using third party tuition assistance.

Section 2.12 Materials and Texts; Distribution (BE). Bisk shall coordinate with Developing Faculty in selecting the instructional texts and collateral materials to be used for each course. Bisk shall arrange for the availability of all texts and materials, and shall determine pricing. Bisk shall also determine shipping costs, and shall mail all texts and materials to students no later than three days prior to the start of each course. Students who sign up less than three days prior to the course commencement date shall be shipped their materials, for an additional cost, via overnight mail; however, Bisk cannot guarantee timely delivery in every case.

Section 2.13 Grade Processing and Records (BE). Bisk shall maintain an academic record for each student who has enrolled in a course and shall record grades and continuing education units received by such students. Bisk shall make all grade information available to UVM upon request. An unofficial, printable academic transcript setting forth all courses taken, grades received, and continuing education units earned shall be made available to each enrolled student via a password protected online interface. Bisk shall maintain all student education records in accordance with the Family Educational Rights and Privacy Act (FERPA). Students

who receive tuition assistance will be required to sign a grade release form upon enrollment granting the financially responsible party the right to access the student's grades, in accordance with FERPA.

Section 2.14 Program Completion and Award of Certificate (BE). Within four (4) weeks of a student's successful completion of a certificate course or master certificate track, Bisk shall be responsible for: printing the appropriate certificate; placing the certificate in a wooden picture frame; placing the picture frame in a fulfillment box; and mailing the certificate to the student. Certificates will be signed using an electronic reproduction of the appropriate UVM academic official's signature.

ARTICLE III FINANCIAL TERMS

Section 3.1 Tuition. At the inauguration of the Program, tuition for the individual courses shall be nineteen hundred and eighty dollars (\$1,980) for the first course in a given discipline, and twenty-two hundred and eighty dollars (\$2,280) for the second and third courses. Bisk shall also offer volume discount pricing to students who purchase and complete a Master's Track, at the rate of fifty-nine hundred and ninety-five dollars (\$5,995) for Campus Sustainability and forty-nine hundred and ninety-five dollars (\$4,995) for Corporate Sustainability. Bisk shall make periodic (at least annually) recommendations concerning market pricing and appropriate adjustments to tuition, subject to UVM's approval. The parties also agree that Bisk may offer up to a ten percent (10%) discount to Corporate Customers at Bisk's discretion; greater discounts may be offered upon mutual consent of Bisk and UVM.

Section 3.2 Financial Arrangements.

(b.) Any fees collected for shipping and materials costs shall be paid in their entirety to Bisk; UVM shall not receive any distribution of these fees.

(c) Bisk's services with regard to certificate creation and delivery as outlined in Article 2 shall be initially provided to UVM at the rate of thirty dollars (\$30.00) per certificate shipped. Bisk shall deduct the cost of providing this service from each of UVM's 8-week gross revenue distributions, as defined below. The parties shall review and revise pricing for this service annually as necessary to account for increases in the price of materials and/or shipping rates.

Section 3.3 Gross Revenue Definition.



Section 3.4 Distributions and Reporting. Gross Revenues payable to UVM pursuant to this Article shall be paid within 30 days of the conclusion of the class, and Bisk shall also provide a final reconciliation at that time.

Section 3.5 Auditing. No more than once per year, during the term of this Agreement and for two years after termination or expiration of this Agreement, UVM shall have the right to have a reputable third party auditor inspect and audit only the records of Bisk specifically relating to the Program, at UVM's expense, upon reasonable notice and during normal business hours, in order to verify the financial statements delivered pursuant to this section.

Section 3.6 Development Funding.



**ARTICLE IV.
CERTAIN RIGHTS**

Section 4.1 Ownership of Rights. (a) Course Media. The copyrights and the intellectual property rights and interests in all of the Course Media shall be jointly owned by Bisk and UVM. UVM shall retain sole rights to all Academic Content it contributes to the development of the Course Media. Except as specifically provided in this Agreement, neither party shall use, license, transfer, or otherwise dispose of Course Media copyrights or intellectual property rights and interests or the Course Media that is the subject of such rights and interests without the express prior written consent of the other. All such Course Media will bear the

copyright notice in the form of: "© 2010, Bisk Education, Inc., and University of Vermont. All Rights Reserved."

In the case of any of the following events occurring, all UVM ownership rights in the Course Media shall immediately and completely vest with Bisk:

- (i). If UVM loses its accreditation by its then current accrediting body and/or UVM is no longer recognized by the U.S. Department of Education as an accredited institution; or
- (ii). If UVM is at any time adjudged bankrupt by a court with appropriate, proper and legal jurisdiction and venue, which bankruptcy is not cured within 120 days of such occurrence.

If Bisk is at anytime adjudged bankrupt by a court with appropriate, proper and legal jurisdiction and venue, which bankruptcy is not cured within 120 days of such occurrence, all of its ownership rights described herein in the Course Media shall immediately and completely vest in UVM.

Neither party shall use Course Media prepared exclusively for the Program in any manner other than that use described in this Agreement, without the prior express written permission of the other party. UVM may use the Academic Content to provide independent ground-based instruction.

(b) Bisk shall at all times retain sole ownership and rights to its proprietary Learning Management System, including all right, title and interest in and to all software development tools, know-how, methodologies, processes, technologies or algorithms used in providing the LMS which are based on trade secrets or proprietary information of Bisk or are otherwise owned or licensed by Bisk. Bisk shall be deemed the sole author and owner of computer code, graphics and data, and their attendant intellectual property rights, that are created or acquired by Bisk and incorporated into the Program website and LMS, or incorporated into any work embodying or derived from any portion of the website or LMS. UVM shall be deemed the author or owner of any graphics or data provided by UVM and incorporated into the Program LMS, website or media.

Section 4.2 Exclusivity. During the term of this Agreement, including renewals, UVM agrees to work exclusively with Bisk in regard to developing, marketing and delivering the Program, including comparable certificates and the individual courses offered. UVM may offer independently the same classes and certificates included in the Program via classroom attendance at one or more of its campuses or external facilities.

Also during the term of this Agreement, UVM will not by itself, or in cooperation with any entity other than Bisk, deliver (or provide consulting services to develop the capacity to deliver) a distance learning program that would compete with the Program, including specifically an online version. This prohibition covers each and every course and certificate in the Program.

Section 4.3 Tuition-Free Enrollments. Bisk and UVM shall each be allowed to enroll their employees, as well as employee spouses and dependents, in the Program, and tuition shall be charged pursuant to the parties' respective personnel policies (if any). These enrollments shall be subject to availability as determined by the parties and shall not be counted when determining minimum class size. All instructional materials, text books, software and technology access fees shall be charged at the then existing rates by Bisk and provided by Bisk.

**ARTICLE V.
TERM AND TERMINATION**

Section 5.1 Effective Date; Term of Agreement. The Effective Date of this Agreement shall be the date upon which the last of the parties have signed below. The Term of this agreement shall be for a period of [REDACTED] from the Initial Enrollment Date, unless previously terminated in accordance with Section 5.2. The parties may mutually extend this Agreement beyond the initial Term for an additional three (3) years by providing written notice at least 365 days prior to the termination of the then existing Term.

Section 5.2 Termination.

(a) **Loss of Accreditation:** If UVM loses its accreditation, is placed on probation or is placed on notice by its then current accrediting body and/or UVM is no longer recognized by the U.S. Department of Education as an accredited educational institution, then Bisk has the right to terminate this agreement upon thirty (30) days written notice to UVM.

(b) **Bankruptcy:** If UVM or Bisk is at anytime adjudged bankrupt by a court with appropriate, proper and legal jurisdiction and venue, which bankruptcy is not cured within one hundred and twenty (120) days of such occurrence, then the other party has a right, with thirty (30) days notice to the other, to terminate this Agreement.

(c) **Material Breach:** This Agreement may be terminated by either party upon a material breach of the Agreement by the other party, provided, however, that the non-breaching party will provide the breaching party with a written notice of default, stating any remedies it intends to seek if such default is not cured, and provided, further, that on receipt of such notice, the breaching party will have thirty (30) days to cure the default. Material breach is defined as a failure to perform a substantial part of the contract or one or more of its essential terms or conditions, or if there is such a breach of contract as substantially defeats its purpose.

(d) **Rights and Responsibilities:** Upon termination for any of the reasons listed above, or upon termination by mutual consent or by a court order, or upon the expiration of the Term or any extension Term, the parties will follow these Termination procedures:

(i) **Teach Out:** Since Bisk shall recruit and enroll students to participate in a course or courses in the Program, including multi-course Master Certificate tracks, enrolled students may have academic requirements or expectations that extend beyond the final day of the Agreement Term or the final day of enrollment following notice of Termination for cause.

Therefore, subsequent to the final day of the Agreement Term or the final day of enrollment following notice of Termination for cause, the parties shall: (1) cease accepting new students into the Program, but (2) continue to fulfill each of their respective obligations as set forth in this Agreement for all students that are or have been previously enrolled in to the Program prior to Termination, from the time of Termination through each student's successful completion of their certificate or each student's permanent withdrawal from the Program. To clarify this provision: it is the intent of the parties to "Teach Out" enrolled students, meaning that after any Termination of this Agreement, the participation of all existing students will continue until they complete or depart from the Program. Therefore, the parties' rights and duties as defined in the Agreement will continue for a period of up to one (1) year. During this period of time specifically, revenue sharing and all related rights and duties shall continue despite the Termination of the Agreement. During the Teach Out, neither party will attempt to enroll Program students into any competitive online program independently offered by a party.

(ii) Course Media Use: Upon termination of this Agreement for any reason, the parties shall terminate immediately any further reproduction or use of the Course Media other than to satisfy their obligations above, and shall not make any further use of Course Media material. The parties may, however, mutually agree, through financial arrangements, to permit the use of the Course Media by one or the other party.

(e) Remedies: If the contract is terminated by either party or by agreement between the parties or by a court order, or in the event a material breach of this Agreement is not cured within the curative period provided for in Subsection 5.2(c) above, regardless of whether this Agreement is terminated, the non-breaching party shall be entitled to pursue all remedies it may be entitled to at law, in equity or both at law and in equity. The provisions of Section 5.2 shall survive the termination of this Agreement.

ARTICLE VI.

REPRESENTATIONS AND WARRANTIES OF UNIVERSITY OF VERMONT

UVM represents and warrants to Bisk as follows:

Section 6.1 Legal Status. UVM is a non-profit educational institution duly organized, validly existing and in good standing under the laws of Vermont and in any other state in which its facilities are located.

Section 6.2 Institutional Accreditation. UVM is an educational institution accredited by the New England Association of Colleges and Schools, the regional accrediting body recognized by the U.S. Department of Education. UVM is a 501(c)(3) organization pursuant to the Internal Revenue Code of 1986 as amended. UVM offers professional certificates through classroom instruction.

Section 6.3 No Conflict. Neither the execution, delivery or performance of this agreement by UVM, nor the consummation of the transaction contemplated by this agreement does or will, after the giving of notice or the lapse of time, or otherwise, (a) conflict with, result in a breach of, or constitute a default under, the Articles of Incorporation or By-Laws of UVM,

or any federal, state or local law, statute, ordinance, rule or regulation, or any court or administrative order or process, or any loan agreement, indenture or other instrument for borrowed money to which UVM is a party, or any contract, agreement, arrangement, commitment or plan to which UVM is a party; and (b) result in the creation of any mortgage, pledge, lien, claim, charge, encumbrance or other adverse interest, upon any of the assets and skills which UVM is contributing to this agreement.

Section 6.4 Other Parties. Neither this agreement nor any other transaction contemplated by this agreement was induced or procured through any person, firm, corporation or other entity acting on behalf of, or representing UVM as a broker, finder, investment banker, financial advisor or in any other similar capacity.

Section 6.5 Other Approvals. No approval, authorization, consent or other order or action of, or filing with any court, administrative agency, or other governmental authority is required for the execution and delivery by UVM of this agreement, or such other agreements and instruments contemplated hereby.

Section 6.6 Litigation. There is neither any pending litigation nor, to UVM's knowledge, any threatened litigation, at law or in equity, before or by any federal, state, municipal or other governmental court, department, commission, board, bureau or agency, domestic or foreign, against UVM, relating to, or adversely affecting the right, or relating to UVM's ability to perform its obligations under this agreement, and any other documents or instruments to be executed in connection herewith.

Section 6.7 Notification. UVM has not received any written notice nor has UVM otherwise been made aware that the conduct of its business is carried on or conducted, or has been carried on or conducted, in violation in any material respect of any federal, foreign, state or local law, statute, ordinance, rule or regulation, or any court or administrative order or process, which would prevent it from entering into and performing its obligations under the terms and provisions of this agreement.

Section 6.8 Survival. The provisions of all sections of this Article VI shall survive the execution of this agreement and the closing of this transaction.

ARTICLE VII. REPRESENTATIONS AND WARRANTIES OF BISK

Bisk represents and warrants to UVM as follows:

Section 7.1 Corporate Status. Bisk is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida.

Section 7.2 Corporate Authorization. Bisk has full right and power to enter into, and perform its obligations under, this agreement, and has taken all requisite action, whether corporate or otherwise, to authorize the execution, delivery and performance of this agreement; and this agreement has been duly authorized, executed and delivered by Bisk and is binding

upon, and enforceable against, Bisk in accordance with its terms.

Section 7.3 No Conflict. Neither the execution, delivery and performance of this agreement by Bisk, nor, the consummation of the transaction contemplated by this agreement does or will, after the giving of notice or the lapse of time, or otherwise, (a) conflict with, result in a breach of, or constitute a default under, the Certificate of Incorporation or By-Laws of Bisk, or any federal, state or local law, statute, ordinance, rule or regulation, or any court or administrative order or process, or any loan agreement, indenture or other instrument for borrowed money to which Bisk is a party, or any contract, agreement, arrangement, commitment or plan to which Bisk is a party; and (b) result in the creation of any mortgage, pledge, lien, claim, charge, encumbrance or other adverse interest, upon any of the assets and skills which Bisk is contributing to this agreement.

Section 7.4 Other Parties. Neither this agreement or any other transaction contemplated by this agreement was induced or procured through any person, firm, corporation or other entity acting on behalf of, or representing Bisk as a broker, finder, investment banker, financial advisor or in any other similar capacity.

Section 7.5 Other Approvals. No approval, authorization, consent or other order or action of, or filing with any court, administrative agency, or other governmental authority is required for the execution and delivery by Bisk of this agreement, or such other agreements and instruments contemplated hereby.

Section 7.6 Litigation. There is neither any pending litigation nor, to Bisk's knowledge, any threatened litigation, at law or in equity, before or by any federal, state, municipal or other governmental court, department, commission, board, bureau or agency, domestic or foreign, against Bisk, relating to, or adversely affecting the right, or relating to Bisk's ability to perform its obligations under this agreement, and any other documents or instruments to be executed in connection herewith.

Section 7.7 Notification. Bisk has not received any written notice nor has Bisk otherwise been made aware that the conduct of its business is carried on or conducted, or has been carried on or conducted, in violation in any material respect of any federal, foreign, state or local law, statute, ordinance, rule or regulation, or any court or administrative order or process, which would prevent it from entering into and performing its obligations under the terms and provisions of this agreement.

Section 7.8 Survival. The provisions of all sections of this Article VII shall survive the execution of this agreement and the closing of this transaction.

ARTICLE VIII. INDEMNIFICATION AND INSURANCE

Section 8.1 Hold Harmless. (a) UVM shall indemnify and hold Bisk harmless from and against any loss, damage or expense (including, without limitation, reasonable fees of

attorneys and legal assistants including before, during and after trial, on appeal, or in bankruptcy, administrative or arbitration proceedings) suffered by either party resulting from (a) any material breach by UVM of this agreement; and (b) any inaccuracy in or breach of any of the representations, warranties or covenants made by UVM to this Agreement.

(b) Bisk shall indemnify and hold UVM harmless from and against any loss, damage or expense (including, without limitation, reasonable fees of attorneys and legal assistants including before, during and after trial, on appeal, or in bankruptcy, administrative or arbitration proceedings) suffered by either party resulting from (a) any material breach by Bisk of this agreement; and (b) any inaccuracy in or breach of any of the representations, warranties or covenants made by Bisk to this Agreement.

Section 8.2 Knowledge of Claim. Upon obtaining knowledge thereof, the indemnified party shall promptly (but in any event within thirty (30) days) notify the indemnifying party in writing of any claim or demand which it has determined has given or could reasonably be expected to give rise to a right of indemnification under this agreement. If such claim or demand relates to a claim asserted by a third party, the indemnifying party shall notify the indemnified party within thirty (30) days if it intends to contest any such claim or demand and shall have the right to employ counsel reasonably acceptable to the indemnified party, and the indemnified party shall cooperate in the defense of any such claim or demand, provided that the indemnifying party shall pay all out-of-pocket expenses incurred by the indemnified party in regard thereto. So long as the indemnifying party is defending in good faith any such claim or demand asserted by a third party, the indemnified party shall not settle or compromise such claim or demand. The indemnified party shall make available to the indemnifying party and its agents all records and other materials in its possession reasonably required for use in contesting any third party claim or demand. Whether or not the indemnifying party so elects to defend any such claim or demand, the indemnified party shall not have any obligation to do so and the indemnified party shall not waive any rights it may have against the indemnifying party hereunder with respect to any such claim or demand by not defending same.

Section 8.3 Costs and Fees. UVM and Bisk's obligation to indemnify hereunder shall include the reasonable costs of investigating or defending any such claim, contract, obligation, litigation, or proceeding, and shall include the loss, damage, or expense, including reasonable counsel fees (including charges for paralegals, before, during, and after trial, on appeal, or in bankruptcy, arbitration or administrative proceedings), incurred in connection therewith.

Section 8.4 Survival. The provisions of all sections of this Article VIII shall survive the term or termination of this Agreement.

Section 8.5 Insurance. Bisk shall carry the following Insurance during the Term:

(a). **Commercial General Liability Insurance:** Including Bodily Injury and Property Damage Liability, Personal Injury/Advertising injury, Independent Contractors Liability, Contractual Liability, Product Liability and Completed Operations Liability in an amount not less than \$1,000,000 combined single limit, per occurrence, and \$1,000,000 annual aggregate.

(b). **Workers Compensation and Employers Liability Insurance:** For any vendors with employees, standard workers compensation as required by statute and employers liability insurance in an amount not less than \$100,000 per accident, \$500,000 annual aggregate.

(c). **CyberTech+ Insurance:** Network and Information Security Liability Protection. Limit is \$1,000,000.

Bisk shall name the University of Vermont as additional insured on its general liability policy and shall provide a 30-day notice of cancellation or nonrenewal of coverage to the University. A copy of the Certificate of Insurance verifying the above coverages will be submitted to the UVM Purchasing Office 20 days after the signing of this Agreement. Any liability coverages on a "claims made" basis should be designated as such on the certificate.

ARTICLE IX. MISCELLANEOUS PROVISIONS

Section 9.1 Further Assurances. UVM and Bisk shall execute and deliver such other and further instruments as may be required to carry out the intent and purpose of this Agreement. The provisions of this section shall survive the execution of this Agreement and the closing of this transaction.

Section 9.2 Independent Entities. Neither UVM nor Bisk, nor any of their respective employees or consultants, is or shall be deemed at any time during the term of this Agreement, directly or indirectly, to be an employee or consultant of the other party. Both UVM and Bisk each assume full and exclusive responsibility for payment of all applicable federal, state, and local income taxes, gross receipt taxes, FICA, unemployment and disability benefits and worker's compensation obligations arising out of or relating to such employer's or consultant's performance of services on behalf of UVM or Bisk pursuant to this Agreement.

Section 9.3 Relationship of Parties. The relationship between Bisk and UVM is intended to be that of independent contractors and this Agreement shall be construed to fulfill that intent. Nothing in this agreement shall construe or be construed as the creation of a partnership or joint venture.

Section 9.4 Captions. Section titles or captions contained in this Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provisions hereof.

Section 9.5 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the context shall require.

Section 9.6 Counterparts. This Agreement may be executed in two counterparts and all counterparts so executed shall for all purposes constitute one agreement, binding on all of the parties hereto, notwithstanding that all parties shall not have executed the same counterpart.

Section 9.7 Benefit. Except as herein otherwise provided, this Agreement shall be binding and inure to the benefit of the parties hereto, their heirs, legal representatives, successors and assigns.

Section 9.8 Changes in Writing. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated hereby and all prior agreements, understandings, representations and statements, oral or written, are merged into this agreement. No provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

Section 9.9 Assignment. Except as herein otherwise provided, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives and successors. Neither party may assign any of its rights or delegate any of its unperformed obligations under or arising from this agreement without the prior written consent of the other party. However, said consent shall not be unreasonably, arbitrarily or capriciously withheld. Further, said assignment and/or delegation shall be governed by the following:

(a.) The proposed assignee and/or delegatee of any party shall be judged by the party using similar standards as those applied by such other party in accepting the assigning or delegating party in the formation of this agreement, or in agreeing to any amendment to this Agreement.

(b.) Financial strength and responsibility, reputation, suitability, good faith, trust and confidence, experience in performing contracts of this type, fair dealings and commercial reasonableness are examples of additional criteria to be used by the non-assigning or delegating party in judging the proposed assignee or delegate. The parties agree that they shall not be limited to these criteria.

(c.) The party withholding approval shall have the burden of proof of showing that its refusal to approve a proposed assignee or delegate is reasonable as defined in this section.

Section 9.10 Confidentiality. (a). UVM and Bisk agree that all documents and information concerning the subject matter of this agreement and all negotiations pertaining thereto will not be disclosed except as may be required by law, including, but not limited to, the Vermont Public Records Act and the Freedom of Information Act. UVM and Bisk will disclose such information only to those parties required to know it, including, without limitation, employees of either of the parties, consultants and attorneys engaged by either party, and prospective or existing investors and lenders, who shall be under and advised concerning a similar duty of non-disclosure. In the event that an order by a court or government entity having competent jurisdiction requires disclosure of Disclosing Party's Confidential Information, or in the event UVM receives a request for information under the Freedom of Information Act or the Vermont Public Records Act, it shall not be a breach of this term for Receiving Party to disclose Confidential Information to the extent, and only to the extent, required by that order or law, provided that Receiving Party shall, to the greatest extent practicable, notify Disclosing Party

prior to any required disclosure and cooperate with Disclosing Party in seeking relief from that court order or law. This Section shall survive the termination of this Agreement.

Section 9.11 Construction. No provision of this agreement shall be construed by any court or other judicial authority against any party hereto by reason of such party's being deemed to have drafted or structured such provisions.

Section 9.12 Approvals. Notwithstanding anything to the contrary contained in this agreement, any reference in this agreement to consents or approvals being required by either UVM or Bisk shall always be construed and interpreted to mean that such approvals and consents shall not be unreasonably withheld or delayed.

Section 9.13 Compliance with Law. It is the intention and the agreement of the parties hereto that each will carry out its obligations and responsibilities hereunder in full conformance with all applicable federal, state and local laws, rules and regulations.

Section 9.14 Severability. If any provision of this Agreement shall be held in doubt or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such provision shall not affect the remaining provisions of this agreement.

Section 9.15 Force Majeure. In the event performance of this Agreement, or any obligation hereunder, is prevented, restricted or interfered with by reason of acts of God, wars, revolution, civil commotion, acts of public enemy, embargo, acts of the Government in its sovereign capacity, labor difficulties, or any other circumstances beyond the reasonable control and without the fault or negligence of the party affected, the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased), provided, however, that the party so affected shall use its best reasonable efforts to avoid or remove such causes on nonperformance and both parties shall proceed whenever such causes are removed or cease.

Section 9.16 Notices. Any notices given pursuant to this agreement shall be effective on the date of delivery if delivered by person or by facsimile transmission, or forty-eight (48) hours subsequent to the date of mailing if sent by overnight delivery or by Registered or certified mail return receipt requested, as follows:

If to UVM:

Elizabeth Hayward
Contract Coordinator
Continuing Education
460 South Prospect Street
Burlington, VT 05401
802-656-1182 (ph)
802-656-1347(fax)

Copy to:

If to Bisk Education, Inc.

Company:

Nathan M. Bisk, J.D., C.P.A.
Chairman and CEO
Bisk Education, Inc.
9417 Princess Palm Avenue
Tampa, FL 33619

Copies to:

Andrew B. Titon, President & COO and
George J. Straschnov, Vice President, Strategic
Development & General Counsel
Bisk Education, Inc.
9417 Princess Palm Avenue
Tampa, FL 33619

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date written below.

Bisk Education, Inc.

Andrew B. Titon
Andrew B. Titon
President & COO

September 10, 2010

University of Vermont

Fon

Daniel Fogel
Daniel Fogel
President

Date: 10/8/10

Richard Cate
Richard Cate
Vice President

Date: 10/8/10

Jane Knodell
Jane Knodell
Provost

Date: Oct 5, 2010

**AGREEMENT
BETWEEN
BISK EDUCATION, INC.
&
THE UNIVERSITY OF VERMONT**

December 2011

TABLE OF CONTENTS

Definitions	1
ARTICLE I. THE PROGRAM.....	2
Section 1.1 Summary of the Program	2
Section 1.2 Degrees Offered	2
Section 1.3 Additional Courses	2
ARTICLE II. ADMINISTRATIVE RESPONSIBILITIES	3
Section 2.1 Administrative Responsibilities	3
Section 2.2 Faculty.....	3
Section 2.3 Course Outline	4
Section 2.4 Course Media Production	4
Section 2.5 Copyright Clearances and Talent.....	5
Section 2.6 Development of Learning Guide	5
Section 2.7 ADA Accommodations	5
Section 2.8 Marketing and Advertising	6
Section 2.9 Procedures Manual	7
Section 2.10 Course Sessions; Capacities	7
Section 2.11 Communication with Prospects	7
Section 2.12 UVM Admissions	8
Section 2.13 Enrollment Coordination	8
Section 2.14 Course Registration and Retention	8
Section 2.15 Academic Fees.....	9
Section 2.16 Financial Aid.....	9
Section 2.17 Course Roster.....	10
Section 2.18 Billing and Collection; Withdrawal.....	10
Section 2.19 Instructional Materials and Access Fees; Distribution.....	10
Section 2.20 Assignment of Evaluating Faculty and Advising Faculty; Access	11
Section 2.21 Student Support	11
Section 2.22 Grade Processing and Records	11
Section 2.23 Records and Confidentiality	11
Section 2.24 Program Completion and Graduation.....	12
Section 2.25 Financial Auditing	12
Section 2.26 Executive Meetings; Dispute Resolution	12
ARTICLE III. FINANCIAL TERMS	13
Section 3.1 Tuition.....	13
Section 3.2 Revenue Share	13
Section 3.3 Gross Revenue Definition.....	13
Section 3.4 Distributions and Reporting.....	13
Section 3.5 Auditing	13
Section 3.6 Development Funding	14

ARTICLE IV.	CERTAIN RIGHTS	14
Section 4.1	Ownership of Rights	14
Section 4.2	Exclusivity.....	15
ARTICLE V.	TERM AND TERMINATION.....	15
Section 5.1	Effective Date; Term of Agreement	15
Section 5.2	Termination.....	15
ARTICLE VI.	REPRESENTATIONS AND WARRANTIES OF UNIVERSITY OF VERMONT	17
Section 6.1	Legal Status	17
Section 6.2	Institutional Accreditation.....	17
Section 6.3	No Conflict.....	17
Section 6.4	Other Parties	17
Section 6.5	Other Approvals	17
Section 6.6	Litigation	17
Section 6.7	Notification.....	17
Section 6.8	Survival	18
ARTICLE VII.	REPRESENTATIONS AND WARRANTIES OF BISK	18
Section 7.1	Corporate Status	18
Section 7.2	Corporate Authorization	18
Section 7.3	No Conflict.....	18
Section 7.4	Other Parties	18
Section 7.5	Other Approvals	18
Section 7.6	Litigation	18
Section 7.7	Notification.....	19
Section 7.8	Survival	19
ARTICLE VIII.	INDEMNIFICATION AND INSURANCE	19
Section 8.1	Hold Harmless.....	19
Section 8.2	Knowledge of Claim	19
Section 8.3	Costs and Fees.....	20
Section 8.4	Survival	20
Section 8.5	Insurance	20
ARTICLE IX.	MISCELLANEOUS PROVISIONS	20
Section 9.1	Further Assurances.....	20
Section 9.2	Independent Entities.....	20
Section 9.3	Relationship of Parties	21
Section 9.4	Captions.....	21
Section 9.5	Pronouns.....	21
Section 9.6	Counterparts	21

Section 9.7 Benefit.....	21
Section 9.8 Changes in Writing	21
Section 9.9 Assignment	21
Section 9.10 Confidentiality	22
Section 9.11 Construction.....	22
Section 9.12 Approvals.....	22
Section 9.13 Compliance with Law	22
Section 9.14 Severability	23
Section 9.15 Force Majeure	23
Section 9.16 Notices	23
 Signatures	24
 Appendix A	25

AGREEMENT BETWEEN BISK EDUCATION, INC., & THE UNIVERSITY OF VERMONT

This Agreement is executed between Bisk Education, Inc., a Florida corporation (“Bisk”), and the University of Vermont, a Vermont nonprofit educational institution (“UVM”).

Background

Bisk is one of the nation’s leading developers, marketers and academic support services providers for alternative and online education programs for continuing education, post secondary education and other disciplines; and

UVM is a not-for-profit educational institution accredited by the New England Association of Colleges and Schools. UVM offers degrees through traditional classroom instruction; and

UVM desires to offer degree programs via online learning with the assistance of Bisk, and Bisk desires to provide its expertise and resources to facilitate the offering of UVM degree programs online. The initial offering will include the programs listed in Appendix A below, with the parties adding additional degrees from time to time at their mutual option (collectively herein the “Program”);

Accordingly, in consideration of the promises and agreements set forth herein, the parties intending to be legally bound, hereby agree as follows:

Definitions

Academic Content. Accredited UVM course content provided by UVM faculty which serves as the basis for development of the Program Course Media.

Corporate Customer. A corporation, association, governmental entity or other third party that is amenable to providing an opportunity to market the Program to its employees, members or constituents (for whom it may provide some form of tuition assistance) such that a volume enrollment opportunity exists.

Course Media. Media that may include, but not be limited to, Internet and computer software, video lectures, multi-media CD-ROMs and DVDs, textbooks and audio lectures, mobile formats including MP3 and MP4, containing educational content and instructional tools and materials devised by Bisk instructional designers and technical staff and UVM staff, using Academic Content presented by UVM faculty, designed to deliver Program courses in a distance education format via UVM’s Learning Management System.

Initial Enrollment Date. The Initial Enrollment Date is the date on which Bisk begins enrollment for the first Program class.

Learning Guide. A course study guide, which presents outcomes, supports key concepts and ideas of the course, suggests learning activities, identifies instructional materials, outlines assignments and provides a detailed overview of Course Media presentations.

Learning Management System (LMS). UVM's Blackboard Learning Management System, which may incorporate proprietary computer source code, associated databases, integrated applications and related processes which have been developed or licensed by Bisk and engineered for the interactive presentation and testing of academic content in an online environment.

ARTICLE I. THE PROGRAM

Section 1.1 **Summary of the Program.** Bisk and UVM shall work together to create and manage the Program. The Program shall offer degree programs online as described in Appendix A. UVM shall provide qualified Developing Faculty, who shall be responsible for producing Course Media for the courses with support from Bisk instructional designers and technical staff. Course Media shall be developed in accordance with UVM policy. Program courses shall be designed to be delivered in an eight (8) week format. Bisk shall market the Program, manage prospective student interactions, and handle enrollment and student support including collection of tuition and fees. UVM shall be solely responsible for admissions, the packaging and awarding of federal financial aid, and the collection of financial aid tuition. Every student registered for the Program shall be both a UVM student and a Bisk customer. Students enrolled in courses shall be afforded access to Course Media via UVM's LMS, and interaction with Evaluating Faculty, Advising Faculty and fellow students through e-mail, online chat, message boards and other online applications supplied by UVM and Bisk, as required to achieve all learning outcomes. Evaluating Faculty shall be assigned for each course to assist students in completing course requirements. UVM shall retain grade information and provide transcripts to students. UVM shall award a UVM Degree to degree-seeking students after successful completion of all degree requirements. Administrative responsibilities are more fully described in Article II below.

Section 1.2 **Degrees Offered.** The Program will consist of the degrees listed in the Addenda contained in Appendix A below, which may be amended by mutual agreement of the parties from time to time. All courses shall be eight (8) weeks in duration and shall be offered up to six times per year, unless otherwise agreed.

Section 1.3 **Additional Courses.** Additional courses and subject matter disciplines may be developed and added to the Program by mutual written consent of the parties. Unless otherwise noted pursuant to a signed Addendum, all contractual terms for new courses shall be the same as the then existing terms between the parties covering existing courses in this Agreement.

ARTICLE II.
ADMINISTRATIVE RESPONSIBILITIES

Section 2.1 Administrative Responsibilities. UVM and Bisk shall both be responsible for the success and quality of the Program. Individual functions and responsibilities are defined below with notations of ‘BE’ for Bisk and ‘UVM’ for UVM and “UVM/BE” for both parties. Following signing of the Agreement, UVM and Bisk shall conduct a comprehensive launch meeting at which the parties will develop joint expectations and map the development process, including expectations for subsequent meetings and milestones. UVM and Bisk shall each appoint a Senior Project Manager to serve as the primary point of contact during the development of the Program through its initial launch. Each of the parties will allocate sufficient resources and staff to ensure successful development and timely launch of the Program, including subsequent additions to the Program. Each of the parties shall also provide resources to manage the Program following launch, including a Senior Program Manager dedicated to issue resolution, approvals and other required tasks.

Section 2.2 Faculty (UVM). All Faculty involved in the Program shall be UVM faculty, and shall be hired, evaluated, retained, supervised and compensated by UVM. UVM retains the sole right to hire and dismiss all Faculty.

(a.) The program shall include the following types of Faculty:

(i.) Developing Faculty. Developing Faculty shall be subject matter specialists who shall develop and present the course lectures and other associated content on video and/or other multimedia formats to create all of the Program Course Media necessary to satisfy all Program academic requirements, utilizing both existing and newly developed UVM Academic Content. UVM shall assign Developing Faculty upon consultation with Bisk; Bisk’s input shall be strictly limited to evaluating the Developing Faculty’s presentation skills in the context of online video delivery, and shall not extend to the Developing Faculty’s academic qualifications or the subject matter of the lectures.

(ii.) Evaluating Faculty. Evaluating Faculty shall be the faculty of record for students who are enrolled in a given course, and shall be assigned specific students for that course. Evaluating Faculty members shall be responsible for guiding students toward completion of course requirements including regular communication with the class and with individual students in the LMS course home page, e-mail, chat rooms and message boards. Evaluating Faculty have the critical task of engaging students and managing the student experience online, to ensure learning outcomes are met and students persist. Evaluating Faculty shall also evaluate all student work, and award grades for coursework according to UVM guidelines and standards. Students in the Program will be assigned at least one (1) Evaluating Faculty member for each course.

(iii.) Academic Department Program Coordinator (ADPC). Each degree program in the Program shall have an assigned Vermont ADPC. ADPCs for the Program shall be selected for their disciplinary expertise to complement the Program. They shall be responsible for (1) the regular assessment of the program; (2) the supervision and coordination of Evaluating Faculty and Program staff; (3) advising within specific disciplines of the Program; (4) communication

with students as required by student demand, and (5) other pertinent issues as may be appropriate to maintaining the academic quality of the Program or as assigned by the relevant Dean of their degree program.

Each department offering a degree program pursuant to this Agreement shall additionally assign staff who will assist the ADPC with the assessment of prospective students and the review of all applications, transcripts and other credentials related to making admission decisions and course placement, as well as the development of a unique UVM degree plan for each student. Each department will provide the ADPC with sufficient assistance such that each student admitted to the Program will have access to a UVM advisor and be the recipient of the UVM advising services on the same basis afforded all UVM students, including continued individual student advising related to discipline area concerns and satisfactory progress within the Program.

(b.) Faculty Standards. All Program faculty shall meet UVM's requirements for faculty, including but not limited to: (i) have acceptable academic credentials in a relevant field; (ii) show relevant experience that combines theory and practice; (iii) show awareness of and respect for adult learning theory and practice.

(c.) Faculty Development: Expectations. All Evaluating Faculty shall complete an online orientation to prepare them to teach in the Program. UVM, with Bisk's assistance in design and best practices, shall provide online training modules, which shall include technology training, a program message from the relevant UVM Dean, UVM standards and procedures, and distance education instructional best practices. All first time UVM Evaluating Faculty shall complete the training prior to teaching a course in the Program. Developing Faculty and departmental staff will be strongly encouraged to take the faculty training and familiarize themselves with the course delivery methodology, including use of standard reporting tools on student and faculty participation.

Section 2.3 Course Outline (UVM/BE). A development team made up of Developing Faculty and Bisk instructional design personnel shall create an online Course Outline for each course. Using the UVM Academic Content syllabus as its guide, the Course Outline shall delineate the academic parameters of the course including outcomes, instructional materials, resources, lecture and participation outlines and assignments, examinations and all other elements of the course.

Section 2.4 Course Media Production (UVM/BE). The production of the Course Media shall be the responsibility of both UVM and Bisk, involving the collaborative efforts of the Developing Faculty, UVM's Blackboard course management staff, Bisk instructional designers and Bisk technical and production staff. This production team shall oversee the Course Media production process. The location of the production of the Course Media shall be determined by the parties.

Course Media design shall involve the development of courses in accordance with the Course Outlines. Planning includes establishing (1) the rationale for the course, including the overall educational goals; (2) identification of intended learning outcomes; (3) ideas and skills to be learned in the course; (4) and an instructional plan for each learning segment. Where lecture

capture is determined to be necessary, Developing Faculty will develop power point presentations to facilitate their presentation, with assistance from Bisk staff, and thereafter make a formal presentation of the material which will be captured in a video format. The production team shall design all learning formats and course components. Bisk will advise on best practices in course development.

Course Media shall also include a syllabus that contains the course objectives, module outcomes, reading assignments, self-directed homework assignments, and all associated textual materials and assignments, including the Learning Guide. In addition, Course Media shall include assessment materials such as writing assignments and/or a bank of test questions for administering randomized multiple-choice quizzes and tests.

Text book ISBN numbers shall be provided to students where applicable on the Program website managed by Bisk. If text books are available through other sources, students may purchase text books at alternate sources.

Section 2.5 Copyright Clearances and Talent (UVM/BE). (a). UVM shall obtain all copyright assignments necessary to allow for use and ownership of the Course Media as contemplated by this Agreement, specifically including obtaining full copyrights to all course materials produced by Developing Faculty, and excluding materials in 2.5(b) below. A copy of all copyright assignments required for Course Media shall be kept on file with Bisk.

(b). Bisk shall use reasonable efforts to assist UVM in obtaining all copyright licenses or consents necessary for third-party materials which Developing Faculty, curriculum development teams, or other participants wish to use in the multi-media portions of the Course Media. If the materials are not available for use under the fair use doctrine and Bisk is unable to obtain necessary copyright licenses or consents, or if such can only be obtained for a fee that exceeds a reasonable cost for same, then Bisk shall advise UVM that this material be excluded from the course or secured directly by UVM. A copy of all copyright assignments obtained by Bisk shall be kept on file with Bisk and furnished to UVM at its request.

(c). In the event that Developing Faculty are using Bisk studios to develop Course Media, Bisk shall obtain releases from any person who appears in the Course Media. Copies of such releases shall be kept on file with Bisk and furnished to UVM at its request.

Section 2.6 Development of Learning Guide (BE). As part of the Course Media, students will be provided a printed Learning Guide for each course. Learning Guides will be developed by Bisk instructional designers, editors and staff. These Guides shall be formatted, printed and published by Bisk, and provided to students in accordance with Section 2.19.

Section 2.7 ADA Accommodations (UVM/BE). UVM's LMS and Bisk's marketing websites and Bisk's contributions to the Course Media shall at all times be in compliance with the Americans with Disabilities Act (ADA) and related federal regulations. UVM and Bisk shall work together to ensure that Course Media is ADA compliant. For students who request additional accommodations beyond those outlined in the ADA and related regulations, the following process shall apply: UVM shall provide Bisk with the name and contact information of

its institutional resource (in the UVM ACCESS Office) dedicated to handling requests from applicants who identify as having a disability that requires accommodation. Bisk shall provide this contact information to prospects and students who indicate their need for an accommodation when they register for the program. UVM shall be responsible in each case to (a.) make a determination of disability, (b.) communicate with Bisk and program faculty concerning an appropriate accommodation, and (c.) unless mutually agreed otherwise, UVM shall pay any additional cost to implement the additional accommodation (whether through Bisk, UVM, or another vendor). Following a determination of a needed additional accommodation, UVM shall communicate with the UVM director of course development, who shall work with the UVM ACCESS office and Bisk to implement the accommodation. Accommodation requests should be made as far in advance as possible.

Section 2.8 Marketing and Advertising (BE/UVM). (a.) Bisk shall be solely responsible for designing and producing all Program marketing materials. UVM shall provide Bisk a worldwide right to use, and general guidelines governing the use of, its trademarks including name, logo, shield or seal, as the case may be, specifically for the limited purpose of marketing and advertising for the Program. Bisk agrees to adhere to all such guidelines. UVM shall in addition make available, or allow Bisk to use, UVM images, text including descriptions of the school and its programs, and other existing marketing materials, as necessary, to assist Bisk in fulfilling its obligations herein. UVM must review, prior to their publishing, initial promotional, marketing or other materials, including the Program website and adjunct creative pieces, which make reference to the Program or UVM. UVM shall have the right to approve or disapprove the textual content and use of any UVM intellectual property, and may reject those materials which it finds objectionable and harmful to its reputation and status. UVM shall not unreasonably withhold or delay its approval thereof. UVM shall review requested materials within fourteen (14) business days of delivery by Bisk; if Bisk does not receive feedback on materials presented for review within fourteen (14) business days, Bisk shall proceed with its marketing efforts involving said materials. Thereafter, during the Term, Bisk shall be permitted, without further approval from UVM, to use the materials to promote the Program, and to create derivative marketing materials, including making non-material textual content changes to the approved materials, and to vary the format and presentation of the materials, to accommodate different marketing and advertising needs. Students must be advised that credits earned at UVM are transferable at the discretion of the receiving institution.

(b.) Bisk shall be solely responsible for marketing and advertising the Program to prospective and enrolled students in a commercially reasonable manner for success of the Program which may include, but is not limited to: market research and choice of format; developing (as described below) and distributing all manner of unique advertising materials including brochures, product catalogues, web creative, use of the Program website, trade show displays, informational letters and PDFs; inclusion of the Program in existing and future University Alliance distribution media and channels; distributing UVM copies of the Course Media to appropriate parties; telephone campaigns including unique sales scripts; direct mailing campaigns; TV, radio and all manner of Internet advertising; use of outside marketing representatives; and by such other means that Bisk deems suitable, pursuant to Federal Higher Education rules and regulations regarding marketing and in conformity with all regional accrediting agency standards. UVM agrees that Bisk shall have the right to market and advertise

UVM programs together with other university programs through and with the University Alliance, a Bisk brand, and therefore UVM understands and agrees that Program students and prospects may be provided with information on other University Alliance offerings.

(c.) UVM will incorporate the Program as appropriate into its marketing and sales literature and the Program courses will be promoted along with its other course offerings. In particular, UVM shall provide Program-specific links from its .edu web pages to the Program website. UVM shall assign a dedicated individual who shall provide a marketing point of contact for Bisk with UVM, specifically with regard to making all necessary marketing material approvals and providing creative elements to Bisk. (This point of contact may be the Senior Program Manager.) UVM shall communicate with staff, students and Alumni to officially announce the Program prior to its first offering. UVM will also coordinate with Bisk on the issuing of appropriate press releases announcing the launch of the Program and thereafter reporting significant events, including additions to the Program. UVM agrees to cooperate with and provide the necessary documentation to Bisk in order for Bisk to establish a local US Mail permit in Hillsborough County, Florida, on behalf of UVM for purposes of distributing materials for the Program. UVM will also make appropriate (as determined by UVM) alumni and student mailing lists and other promotional materials available to Bisk to use solely in developing and promoting the Program and any additions or amendments thereto.

Section 2.9 Procedures Manual (UVM/BE). Bisk and UVM shall work together prior to the launch of the Program to draft a document that contains all relevant UVM policies and procedures, and establishes operating guidelines for the services that Bisk will be providing to support the Program (the “Procedures Manual”). Bisk shall provide a standard template which shall be modified as required by UVM. The Procedures manual will serve as the training and operational guide for Bisk staff who are providing services on behalf of UVM. The Procedures Manual shall be updated by Bisk upon notice from UVM of material changes or additions to the Program. The Procedures Manual shall be completed and approved by UVM at least 8 weeks prior to the launch of the Program, and thereafter in advance of additions to the program, to allow for advance training of Bisk personnel.

Section 2.10 Course Sessions; Capacities (UVM/BE). All Program courses will be offered in an eight-week format, with up to six start times per year (sessions). Multiple sections may be offered depending on enrollment. Bisk shall market the Program accordingly and enroll students for each session. For each eight week session in the program, Bisk and UVM shall establish enrollment goals for each course to be offered that session in the Program, based on Bisk’s evaluation of market demand, UVM’s capacity and an evaluation of existing enrollment and student progression. Bisk shall provide UVM with an estimated enrollment forecast at least eight weeks prior to each session start and updates throughout the enrollment cycle. UVM shall provide sufficient Evaluating Faculty to staff each of the sections, as necessitated by actual enrollment. There shall be a minimum enrollment of 13 students per course section in order for the course to be offered, unless the parties mutually agree otherwise on a case by case basis.

Section 2.11 Communication with Prospects (BE). Bisk shall be responsible for responding to all indications of interest from prospective students who are responsive to Program marketing and advertising. Bisk shall customize and employ its proprietary instant response

technology and its customer relationship management (CRM) software, so that it shall be responsive in a timely manner. Bisk shall dedicate enrollment representatives to the Program, who shall be specially trained and managed to represent UVM. The role of Bisk's program representatives shall be to provide further information about UVM and the program of interest, the process of application and the availability of student aid, and the requirements of attending an online program, all in accordance with the policies and procedures as defined in the Procedures Manual. Bisk program representatives shall also verify that prospects possess the objective criteria as established by UVM to participate in the Program, and inform those who do not meet those criteria of the same. Prospects who meet all objective criteria and who express an interest in the Program will be directed to complete an application.

Section 2.12 UVM Admissions (UVM/BE). Bisk shall be responsible for obtaining application information and supporting documentation from new student prospects, utilizing a UVM-customized interface in Bisk's proprietary online application system ("BOAS"). The online application shall be configured by Bisk in accordance with all UVM application requirements, based upon the program identified. Bisk will make all application information available upon completion to UVM through a secure web-based interface; Bisk's system shall be interfaced with UVM's student information system in a manner that is reasonably acceptable to UVM, and the parties will share in the cost of integration. UVM shall evaluate completed applications within ten business days. Bisk's shall also collect application fees and remit them to UVM as part of the reconciliation, pursuant to Article III.

UVM shall have the sole responsibility for, and full and complete control regarding, the selection of students that are eligible, after completion of the required application process, for admission to the Program. Individuals who desire to enroll in the Program shall comply with all application and admissions procedures of UVM. UVM shall notify Bisk electronically of students that are eligible for admission to the Program. UVM reserves the right to deny admission to or continued enrollment in the Program to any applicant who, in UVM's sole determination, does not conform with UVM general admissions requirements or otherwise violates UVM policies. All students admitted to this Program shall comply with all policies, procedures, rules and regulations of UVM.

Section 2.13 Enrollment Coordination (BE). Student prospects who elect to submit an application will be assigned a dedicated Bisk Enrollment Coordinator who will be available to answer questions about the application and enrollment process and assist in the collection of necessary documentation, in accordance with the Procedures Manual. Bisk's Enrollment Coordinators shall regularly communicate each session with UVM's admissions staff, Registrar, Office of Financial aid, and other offices as necessary to ensure the orderly and timely processing of applications and student registration, and the resolution of any issues.

Section 2.14 Course Registration and Retention (BE). Each session, Bisk shall be responsible for communicating with both new and previously admitted students in order to ensure students are registering for the appropriate classes and have the necessary information for the coming session. The parties will agree, as part of the Program launch, on the methodology students and the parties will employ to allow students to timely and efficiently register for classes using the UVM student information system. Bisk shall also utilize its online order entry

system to collect “acknowledgements of enrollment” from registering students each session, which requires students to electronically affirm their registration in a particular class, books and materials ordered, payment method, and terms and conditions including, among other information, UVM registration policies and procedures. Bisk acknowledges that registration materials may be education records as such term is defined in this Agreement, and that the requirements of the Family Educational Rights and Privacy Act (“FERPA”) attach to Bisk’s custodianship and utilization of such education records. The role of Bisk representatives in this process is to assist students in understanding and completing the administrative process of signing up for courses, ordering books, and securing method of payment, and does not include admitting students into the program or academic advisement. All students will have access to their degree plans via the UVM online student access portal.

Once a new student has been both admitted by UVM and registered for their first class, Bisk shall assign each student a dedicated Bisk retention staff member, who shall have the responsibility of contacting and messaging that student for the purposes of retention in the Program, including providing information and assistance as necessary, through the completion of the student’s degree requirements and graduation. These staff shall also be responsible for communicating with students as part of the withdrawal process.

Section 2.15 Academic Fees (UVM/BE). UVM shall have the sole responsibility for determining tuition rates and other academic fees for the courses; Bisk shall provide market analysis and recommendations from time to time. Tuition rates and other academic fees will be subject to annual review by UVM. Tuition must be approved by UVM’s Provost and Senior Vice President annually. Initial tuition rates are established in related Addenda. UVM shall annually determine and communicate to Bisk applicable student fees. Fees shall be set, and revisions made, in accordance with university policy.

Section 2.16 Financial Aid (UVM). Degree seeking students who are eligible for participation in Federal Title IV financial aid programs shall have access to such programs on the same basis, and subject to the same criteria, as students enrolled in other programs at UVM. UVM’s Student Financial Services department will take all reasonable steps necessary to timely and efficiently provide Program students with access to the Federal Title IV financial aid programs which it administers. UVM is exclusively responsible for packaging, awarding, receiving and disbursing student financial aid as necessary each session, based upon individual student demand, and in accordance with federal regulations and with policies and procedures established by UVM. UVM shall provide Bisk with financial aid activity reporting from its student information system, so that Bisk can reconcile student registrations and payments pursuant to the other provisions of this Agreement.

The role of Bisk representatives with regard to financial aid shall be limited to: explaining to students the availability of financial aid, the process of applying for financial aid, and the location of relevant forms and documents. Bisk shall direct students to the appropriate UVM office for further assistance. Neither Bisk nor any Bisk staff shall have any role in such processes other than the informational activities described above.

Section 2.17 Course Roster (UVM/BE). Each course roster will be established two (2) business days before the start of each session, in order to allow for withdrawals and final Evaluating Faculty student assignment. Bisk shall receive from UVM's system updates, including two days prior to session start and then not later than seven (7) days after the end of the first week of each course, a current roster listing students enrolled in the course for credit as of the end of the first week of such course, and reconcile this with its internal records. Thereafter, throughout the academic period, Bisk shall update the roster with students who registered for, but subsequently dropped, the course and the date the course was dropped by the student. A student shall be deemed enrolled in a course if listed as an enrolled student in UVM's system. Student withdrawal from any and all courses must be done in compliance with UVM policy.

Section 2.18 Billing and Collection; Withdrawal (BE). Bisk shall be responsible for billing and collecting all tuition (except for that which they are prohibited by law from collecting), and other charges and fees relating to the Program, including, but not limited to application, graduation and other academic fees. Students shall be required to make payments in cash or cash equivalents, including credit cards. Bisk shall manage the receipt of payments from sources including tuition assistance providers, e.g., the US Military or corporate sponsors/employers, who may have specific payment terms and conditions. Bisk will deposit all cash received in a jointly named, separate bank account located in Hillsborough County, Florida, and, except for the payment of ordinary tuition refunds for withdrawal from class, and supplemental tuition refunds for exceptions to withdrawal from class (approved by both parties), Bisk will make no withdrawals from the account except as specifically permitted under Article III of this Agreement.

Ordinary tuition refunds shall be allowed for withdrawals through Week 2 of each session according to the following schedule. Subsequent to Week 2, there shall be no refunds upon withdrawal. Disposition of appeals for refund exceptions shall be determined by UVM and Bisk.

Week 1	100% Refund
Week 2	75% Refund

Section 2.19 Instructional Materials and Access Fees; Distribution (BE). Bisk shall establish the pricing for all materials sold to students by Bisk, and arrange for the availability of all instructional materials, texts, software and access to technology. Bisk shall ship all course materials to students who enroll timely, with delivery no later than three (3) days prior to the start of their course.

In accordance with Federal Financial Aid regulations, Bisk shall, to the maximum extent practicable, post verified textbook pricing information for both required and recommended materials for each class on the institution's online course schedule or linked to the course schedule from another site. This pricing information must include:

- a. The International Standard Book Number (ISBN).

- b. If no ISBN is available, the author, title, publisher, and copyright date of the textbook or supplemental material.

Section 2.20 Assignment of Evaluating Faculty and Departmental Staff; Student Access (UVM/BE). UVM shall assign a sufficient number of Evaluating Faculty and departmental staff to provide advising assistance each session. UVM shall work with Bisk to assure that appropriate Evaluating Faculty information is included in materials sent to students for each course. No later than two (2) days prior to start of each course, UVM will require Evaluating Faculty to update their online classrooms, providing biographies, and including contact information. Bisk is not responsible for providing instructional materials to Faculty.

Each department at UVM that has a degree offered in the Program shall also provide advising staff to each new student and notify students and Bisk concerning said assignments, including providing accurate and updated contact information for all advising resources. UVM shall provide a minimum of one (1) advisor, whose time is devoted to the Program, for (approximately) every three hundred (300) students enrolled in the Program. The parties by mutual agreement may revise the ratio of advisors to students if it becomes apparent that more advisors are necessary to provide excellent service to students and prospective students. UVM shall also provide adequate numbers of personnel at all other positions dedicated to the Program in order to provide timely responses to all student questions and requests for information. Responses shall be delivered via telephone, fax, e-mail or live chat.

The parties recognize that enrollment activities and classes will run through the traditional academic calendar's holiday breaks. Both parties will maintain sufficient active staff and faculty during such holiday breaks (including December and Summer each year) in order to provide the services outlined in this Article II.

Section 2.21 Student Support (BE). Bisk shall provide customer service during extended hours during the regular work week and on high-volume weekends to enrolled students who have questions or issues concerning the Program, via telephone, e-mail and live chat. Bisk shall also provide technical support services to students for UVM's LMS, 24 hours per day, 365 days per year, via telephone, e-mail and live chat. The parties shall work together to establish the level of services that Bisk's Technical Support staff shall provide in UVM's LMS.

Section 2.22 Grade Processing and Records (UVM). UVM shall maintain an academic record for each student who has enrolled in a course for credit and shall record grades and credits received by such students, all in accordance with its customary student record procedures. UVM shall post an official grade report for each student who has completed a course for credit on its Banner student information system, no later than two (2) weeks after the end of each session. UVM will charge students its standard fee for paper transcripts. UVM shall also provide appropriate reports to corporate tuition assistance providers who possess written authorization from their employee-students to make such disclosures.

Section 2.23 Records and Confidentiality. Bisk shall have access only to such computer networks and file information of UVM which are related to Program students and necessary for the performance of any services under this Agreement and as specified in the

attached Data Sharing, Privacy And Security Protocols Agreement (APPENDIX B). The parties shall work together prior to the launch of the Program to create a mutually agreeable, reasonable and efficient process by which to share such necessary information. Bisk shall maintain with the strictest confidentiality any and all information regarding students and employees of UVM. Bisk shall not disclose to any third party any portion of confidential information about any student or employee of the University. Bisk shall comply with all applicable laws, regulations, rules, ordinances, and codes promulgated by any federal, state, county, municipal and/or other governmental unit or regulatory body, including without limitation FERPA, and other laws and rules governing student and personnel privacy and confidentiality. Student education records within the control of Bisk shall be maintained in accordance with FERPA and any records or student information obtained by Bisk from UVM shall be subject to disposition or destruction in accordance with instructions from UVM. Notwithstanding the foregoing, Bisk shall be permitted to use contact information obtained from prospects by Bisk to solicit prospects or registered students for other educational programs, including non-UVM programs, unless the prospect or student notifies Bisk that he or she does not wish to be contacted. In no event shall Bisk share such student contact information with third parties, through sale or otherwise. All Bisk communications with prospects and students shall be pursuant to a clearly published privacy policy, which shall comply with all applicable laws.

Section 2.24 Program Completion and Graduation (UVM). UVM shall design the Program so that it is possible for a student to fulfill all the degree requirements described in the UVM Degree Plan, provided the student satisfies all requirements for graduation according to the requirements of UVM. The Application for Graduation form and graduation fee must be submitted to UVM before eligibility for graduation will be evaluated.

Section 2.25 Financial Auditing (UVM/BE). During the term of this agreement and for three years after termination or expiration of this agreement, any party shall have the right to have a mutually agreeable, reputable third party auditing firm inspect and audit the records of another other party relating specifically and only to the Program, at the inspecting party's expense, once a year, upon reasonable notice and during normal business hours, in order to verify the financial statements delivered pursuant to this section.

Section 2.26 Executive Meetings; Dispute Resolution (UVM/BE). During the Term, the parties agree that UVM and Bisk's senior executives shall meet in person upon the reasonable request of the other to review operations and address concerns, issues and new business, in any event no less than once per year and more often as required. In the event of a material dispute, or in the event that one party has given notice of a material breach, the parties agree that an Emergency Executive Meeting shall be held within ten (10) business days of receipt by one party of the other's written notice. Neither party may bring any legal action prior to the later of the conclusion of an Emergency Executive meeting or thirty (30) days from receipt of the other's written notice.

ARTICLE III FINANCIAL TERMS

Section 3.1 **Tuition.** Tuition rates for each degree program shall be established by UVM in each of the attached Addenda. Bisk shall make periodic (at least annually) recommendations concerning market pricing and appropriate adjustments to tuition, and UVM shall determine any changes to tuition pricing. The parties also agree that Bisk may offer up to a ten percent (10%) discount to Corporate Customers and individual customers, at Bisk's discretion; greater discounts may be offered upon mutual consent of Bisk and UVM. Bisk will provide an accounting in each reconciliation concerning all discounts and if at any time such discounts represent 10% or more of the student credit hours of the Program, any additional discount will be limited to those to which UVM consents.

Section 3.2 **Revenue Share.** [REDACTED]

(b.) Student application and graduation fees shall be paid by Bisk in their entirety to UVM. Other Academic fees noted in Article III shall also be paid in their entirety to UVM.

(c.) Any fees collected for books and materials purchased from Bisk, including shipping and handling costs, shall be paid in their entirety to Bisk; UVM shall not receive any distribution of these fees.

Section 3.3 **Gross Revenue Definition.** [REDACTED]

Section 3.4 **Distributions and Reporting.** Gross Revenues payable to UVM pursuant to this Article shall be paid within 30 days of the conclusion of the class, and Bisk shall also provide a final reconciliation at that time.

Section 3.5 **Auditing.** No more than once per year (unless there are extraordinary circumstances or a material dispute), during the term of this Agreement and for three years after

termination or expiration of this Agreement, UVM shall have the right to have a reputable third party auditor inspect and audit only the records of Bisk specifically relating to the Program, at UVM's expense, upon reasonable notice and during normal business hours, in order to verify the financial statements delivered pursuant to this section.

Section 3.6 Development Funding. Bisk shall pre-pay to UVM the amounts set forth in each Addenda, as a good faith advance on Program revenue distributions, to cover costs incident to the creation and initial administration of the Program; specifically, fees and travel expenses for Developing Faculty, management of Program course development prior to launch, and staff and materials expenses related to the Program incurred prior to launch. UVM shall provide Bisk with monthly invoices for actual Program development costs incurred during the prior month, and Bisk shall pay these within 30 days. UVM's repayment to Bisk of these pre-paid fees shall commence in accordance with the schedule set forth in each Addendum, the total deducted from revenues to equal the amount pre-paid pursuant to this Section without interest. The parties agree to adjust the repayment schedule accordingly if there are insufficient Program revenues to support this repayment schedule. In the event a degree program does not provide sufficient revenues prior to Termination (for any reason other than material breach by UVM) to support any or all of the repayment of the Development Funding, Bisk agrees that any repayment obligation outstanding at the time of Termination (or following a Teach Out period that survives Termination) shall be forgiven.

ARTICLE IV. CERTAIN RIGHTS

Section 4.1 Ownership of Intellectual Property Rights. (a) Course Media. The copyrights and the intellectual property rights and interests in all of the Course Media shall be jointly owned by Bisk and UVM. UVM shall retain sole rights to all Academic Content it contributes to the development of the Course Media. Except as specifically provided in this Agreement, neither party shall use, license, transfer, or otherwise dispose of Course Media copyrights or intellectual property rights and interests or the Course Media that is the subject of such rights and interests without the express prior written consent of the other. All such Course Media will bear the copyright notice in the form of: "© 20__, Bisk Education, Inc., and University of Vermont. All Rights Reserved."

Neither party shall use Course Media prepared exclusively for the Program in any manner other than that use described in this Agreement, without the prior express written permission of the other party. UVM may use the Academic Content to provide independent ground-based instruction.

(b) Bisk shall at all times retain sole ownership and rights to its proprietary Learning Management System and associated elements that may be used to support the UVM LMS, including all right, title and interest in and to all software development tools, know-how, methodologies, processes, technologies or algorithms used in the Course Media which are based on trade secrets or proprietary information of Bisk or are otherwise owned or licensed by Bisk. Bisk shall be deemed the sole author and owner of computer code, graphics and data, and their attendant intellectual property rights, that are created or acquired by Bisk and incorporated into

the Program website and/ or incorporated into any work embodying or derived from any portion of the LMS. UVM shall be deemed the author or owner of any graphics or data provided by UVM and incorporated into the Program LMS, website or media.

Section 4.2 Exclusivity. During the term of this Agreement, including renewals, UVM agrees to work exclusively with Bisk in regard to developing, marketing and delivering the online degree programs included in the Program via attached Addenda, including materially comparable degrees and courses to those offered in the Program. UVM may offer independently the same classes and degrees included in the Program via classroom attendance at one or more of its campuses or external facilities. UVM may also independently offer other degrees online that are not listed in attached Addenda at any time during the Term.

Also during the Term of this Agreement, UVM will not by itself, or in cooperation with any entity other than Bisk, deliver (or provide consulting services to develop the capacity to deliver) a distance learning program that would compete with the degrees included in the Program via attached Addenda, including specifically an online version. This prohibition covers each and every course and degree in the Program.

ARTICLE V.
TERM AND TERMINATION

Section 5.1 Effective Date; Term of Agreement. The Effective Date of this Agreement shall be the date upon which the last of the parties have signed below. The Term of this agreement shall be for a period of [REDACTED] from the Initial Enrollment Date, unless previously terminated in accordance with Section 5.2. The parties may mutually extend this Agreement beyond the initial Term for an additional three (3) years by providing written notice at least 365 days prior to the termination of the then existing Term.

Section 5.2 Termination. (a) Loss of Accreditation: If UVM loses its accreditation, is placed on probation or is placed on notice by its then current accrediting body and/or UVM is no longer recognized by the U.S. Department of Education as an accredited educational institution, then Bisk has the right to terminate this agreement upon thirty (30) days written notice to UVM.

(b) Bankruptcy or Financial Exigency/Difficulty: If UVM or Bisk is at anytime adjudged bankrupt by a court with appropriate, proper and legal jurisdiction and venue, which bankruptcy is not cured within one hundred and twenty (120) days of such occurrence, then the other party has a right, with thirty (30) days notice to the other, to terminate this Agreement. In addition, if UVM declares Financial Exigency or Difficulty pursuant to its policies, which results in the termination of a program related to this agreement, UVM will have the right to terminate this agreement with 30 days notice, but in no event will UVM reinstate the related online program within 3 years from the date of termination unless it is reinstated through Bisk.

(c) Material Breach: This Agreement may be terminated by either party upon a material breach of the Agreement by the other party, provided, however, that the non-breaching party will provide the breaching party with a written notice of default, stating any remedies it intends to seek if such default is not cured, and provided, further, that on receipt of such notice, the

breaching party will have thirty (30) days to cure the default. Material breach is defined as a failure to perform a substantial part of the contract or one or more of its essential terms or conditions, or if there is such a breach of contract as substantially defeats its purpose.

(d) Rights and Responsibilities: Upon termination for any of the reasons listed above, or upon termination by mutual consent or by a court order, or upon the expiration of the Term or any extension Term, the parties will follow these Termination procedures:

(i) Teach Out: Since Bisk shall recruit and enroll students to obtain degrees, enrolled students may have academic requirements or expectations that extend beyond the final day of the Agreement Term or the final day of enrollment following notice of Termination for cause. Therefore, subsequent to the final day of the Agreement Term or the final day of enrollment following notice of Termination for cause, the parties shall: (1) cease accepting new students into the Program, but (2) continue to fulfill each of their respective obligations as set forth in this Agreement for all students that are actively engaged or enrolled in the Program within the past twelve months prior to Termination, from the time of Termination through each student's successful completion of their degree or each student's permanent withdrawal from the Program. To clarify this provision: it is the intent of the parties to "Teach Out" enrolled students, meaning that after any Termination of this Agreement, the participation of all students who have been actively engaged or enrolled in the Program within the past twelve months will continue until they complete or depart from the Program. Therefore, the parties' rights and duties as defined in the Agreement will continue for a period to be defined in each Addendum. During this period of time specifically, revenue sharing and all related rights and duties shall continue despite the Termination of the Agreement. During the Teach Out, neither party will attempt to enroll Program students into any competitive online program independently offered by a party.

(ii) Course Media Use: Upon Termination of this Agreement for any reason under this section, the parties shall terminate immediately any further reproduction or use of the Course Media other than to satisfy their obligations above, and shall not make any further use of Course Media material. The parties may, however, mutually agree, through financial arrangements, to permit the use of the Course Media by one or the other party.

(e) Remedies: If the contract is terminated by either party or by agreement between the parties or by a court order, or in the event a material breach of this Agreement is not cured within the curative period provided for in Subsection 5.2(c) above, regardless of whether this Agreement is terminated, the non-breaching party shall be entitled to pursue all remedies it may be entitled to at law, in equity or both at law and in equity. The provisions of Section 5.2 shall survive the Termination of this Agreement.

ARTICLE VI.
REPRESENTATIONS AND WARRANTIES OF UNIVERSITY OF VERMONT

UVM represents and warrants to Bisk as follows:

Section 6.1 **Legal Status.** UVM is a non-profit educational institution duly organized, validly existing and in good standing under the laws of Vermont and in any other state in which its facilities are located.

Section 6.2 **Institutional Accreditation.** UVM is an educational institution accredited by the New England Association of Colleges and Schools, the regional accrediting body recognized by the U.S. Department of Education. UVM is a 501(c)(3) organization pursuant to the Internal Revenue Code of 1986 as amended. UVM offers degree programs through classroom instruction.

Section 6.3 **No Conflict.** Neither the execution, delivery or performance of this agreement by UVM, nor the consummation of the transaction contemplated by this agreement does or will, after the giving of notice or the lapse of time, or otherwise, (a) conflict with, result in a breach of, or constitute a default under, the Articles of Incorporation or By-Laws of UVM, or any federal, state or local law, statute, ordinance, rule or regulation, or any court or administrative order or process, or any loan agreement, indenture or other instrument for borrowed money to which UVM is a party, or any contract, agreement, arrangement, commitment or plan to which UVM is a party; and (b) result in the creation of any mortgage, pledge, lien, claim, charge, encumbrance or other adverse interest, upon any of the assets and skills which UVM is contributing to this agreement.

Section 6.4 **Other Parties.** Neither this agreement nor any other transaction contemplated by this agreement was induced or procured through any person, firm, corporation or other entity acting on behalf of, or representing UVM as a broker, finder, investment banker, financial advisor or in any other similar capacity.

Section 6.5 **Other Approvals.** Upon execution of final signatures, no approval, authorization, consent or other order or action of, or filing with any court, administrative agency, or other governmental authority is required for the execution and delivery by UVM of this agreement, or such other agreements and instruments contemplated hereby.

Section 6.6 **Litigation.** There is neither any pending litigation nor, to UVM's knowledge, any threatened litigation, at law or in equity, before or by any federal, state, municipal or other governmental court, department, commission, board, bureau or agency, domestic or foreign, against UVM, relating to, or adversely affecting the right, or relating to UVM's ability to perform its obligations under this agreement, and any other documents or instruments to be executed in connection herewith.

Section 6.7 **Notification.** UVM has not received any written notice nor has UVM otherwise been made aware that the conduct of its business is carried on or conducted, or has been carried on or conducted, in violation in any material respect of any federal, foreign, state or

local law, statute, ordinance, rule or regulation, or any court or administrative order or process, which would prevent it from entering into and performing its obligations under the terms and provisions of this agreement.

Section 6.8 **Survival.** The provisions of all sections of this Article VI shall survive the execution of this agreement and the closing of this transaction.

ARTICLE VII. REPRESENTATIONS AND WARRANTIES OF BISK

Bisk represents and warrants to UVM as follows:

Section 7.1 **Corporate Status.** Bisk is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida.

Section 7.2 **Corporate Authorization.** Bisk has full right and power to enter into, and perform its obligations under, this agreement, and has taken all requisite action, whether corporate or otherwise, to authorize the execution, delivery and performance of this agreement; and this agreement has been duly authorized, executed and delivered by Bisk and is binding upon, and enforceable against, Bisk in accordance with its terms.

Section 7.3 **No Conflict.** Neither the execution, delivery and performance of this agreement by Bisk, nor, the consummation of the transaction contemplated by this agreement does or will, after the giving of notice or the lapse of time, or otherwise, (a) conflict with, result in a breach of, or constitute a default under, the Certificate of Incorporation or By-Laws of Bisk, or any federal, state or local law, statute, ordinance, rule or regulation, or any court or administrative order or process, or any loan agreement, indenture or other instrument for borrowed money to which Bisk is a party, or any contract, agreement, arrangement, commitment or plan to which Bisk is a party; and (b) result in the creation of any mortgage, pledge, lien, claim, charge, encumbrance or other adverse interest, upon any of the assets and skills which Bisk is contributing to this agreement.

Section 7.4 **Other Parties.** Neither this agreement or any other transaction contemplated by this agreement was induced or procured through any person, firm, corporation or other entity acting on behalf of, or representing Bisk as a broker, finder, investment banker, financial advisor or in any other similar capacity.

Section 7.5 **Other Approvals.** No approval, authorization, consent or other order or action of, or filing with any court, administrative agency, or other governmental authority is required for the execution and delivery by Bisk of this agreement, or such other agreements and instruments contemplated hereby.

Section 7.6 **Litigation.** There is neither any pending litigation nor, to Bisk's knowledge, any threatened litigation, at law or in equity, before or by any federal, state, municipal or other governmental court, department, commission, board, bureau or agency, domestic or foreign, against Bisk, relating to, or adversely affecting the right, or relating to Bisk's

ability to perform its obligations under this agreement, and any other documents or instruments to be executed in connection herewith.

Section 7.7 Notification. Bisk has not received any written notice nor has Bisk otherwise been made aware that the conduct of its business is carried on or conducted, or has been carried on or conducted, in violation in any material respect of any federal, foreign, state or local law, statute, ordinance, rule or regulation, or any court or administrative order or process, which would prevent it from entering into and performing its obligations under the terms and provisions of this agreement.

Section 7.8 Survival. The provisions of all sections of this Article VII shall survive the execution of this agreement and the closing of this transaction.

ARTICLE VIII. INDEMNIFICATION AND INSURANCE

Section 8.1 Hold Harmless. (a) UVM shall indemnify and hold Bisk harmless from and against any loss, damage or expense (including, without limitation, reasonable fees of attorneys and legal assistants including before, during and after trial, on appeal, or in bankruptcy, administrative or arbitration proceedings) suffered by either party resulting from (i) any material breach by UVM of this agreement; (ii) any inaccuracy in or breach of any of the representations, warranties or covenants made by UVM to this Agreement; and (iii) any violation of applicable state or federal law, including but not limited to the program integrity rules of the higher education act.

(b) Bisk shall indemnify and hold UVM harmless from and against any loss, damage or expense (including, without limitation, reasonable fees of attorneys and legal assistants including before, during and after trial, on appeal, or in bankruptcy, administrative or arbitration proceedings) suffered by either party resulting from (i) any material breach by Bisk of this agreement; (ii) any inaccuracy in or breach of any of the representations, warranties or covenants made by Bisk to this Agreement; and (iii) any violation of applicable state or federal law, including but not limited to the program integrity rules of the higher education act.

Section 8.2 Knowledge of Claim. Upon obtaining knowledge thereof, the indemnified party shall promptly (but in any event within thirty (30) days) notify the indemnifying party in writing of any claim or demand which it has determined has given or could reasonably be expected to give rise to a right of indemnification under this agreement. If such claim or demand relates to a claim asserted by a third party, the indemnifying party shall notify the indemnified party within thirty (30) days if it intends to contest any such claim or demand and shall have the right to employ counsel reasonably acceptable to the indemnified party, and the indemnified party shall cooperate in the defense of any such claim or demand, provided that the indemnifying party shall pay all out-of-pocket expenses incurred by the indemnified party in regard thereto. So long as the indemnifying party is defending in good faith any such claim or demand asserted by a third party, the indemnified party shall not settle or compromise such claim or demand. The indemnified party shall make available to the indemnifying party and its agents all records and

other materials in its possession reasonably required for use in contesting any third party claim or demand. Whether or not the indemnifying party so elects to defend any such claim or demand, the indemnified party shall not have any obligation to do so and the indemnified party shall not waive any rights it may have against the indemnifying party hereunder with respect to any such claim or demand by not defending same.

Section 8.3 Costs and Fees. UVM and Bisk's obligation to indemnify hereunder shall include the reasonable costs of investigating or defending any such claim, contract, obligation, litigation, or proceeding, and shall include the loss, damage, or expense, including reasonable counsel fees (including charges for paralegals, before, during, and after trial, on appeal, or in bankruptcy, arbitration or administrative proceedings), incurred in connection therewith.

Section 8.4 Survival. The provisions of all sections of this Article VIII shall survive the term or termination of this Agreement.

Section 8.5 Insurance. Bisk shall carry the following Insurance during the Term:

(a). **Commercial General Liability Insurance:** Including Bodily Injury and Property Damage Liability, Personal Injury/Advertising injury, Independent Contractors Liability, Contractual Liability, Product Liability and Completed Operations Liability in an amount not less than \$1,000,000 combined single limit, per occurrence, and \$5,000,000 annual aggregate.

(b). **Workers Compensation and Employers Liability Insurance:** workers compensation as required by statute and employers liability insurance in an amount not less than \$100,000 per accident, \$500,000 annual aggregate.

(c). **CyberTech+ Insurance:** Network and Information Security Liability Protection in an amount not less than \$1,000,000 per occurrence.

Bisk shall name the University of Vermont as additional insured on its general liability policy and shall provide a 30-day notice of cancellation or nonrenewal of coverage to the University. A copy of the Certificate of Insurance verifying the above coverages will be submitted to the UVM Procurement Office 20 days after the signing of this Agreement. Any liability coverages on a "claims made" basis should be designated as such on the certificate.

ARTICLE IX. MISCELLANEOUS PROVISIONS

Section 9.1 Further Assurances. UVM and Bisk shall execute and deliver such other and further instruments as may be required to carry out the intent and purpose of this Agreement. The provisions of this section shall survive the execution of this Agreement and the closing of this transaction.

Section 9.2 Independent Entities. Neither UVM nor Bisk, nor any of their respective employees or consultants, is or shall be deemed at any time during the term of this Agreement, directly or indirectly, to be an employee or consultant of the other party. Both UVM and Bisk

each assume full and exclusive responsibility for payment of all applicable federal, state, and local income taxes, gross receipt taxes, FICA, unemployment and disability benefits and worker's compensation obligations arising out of or relating to such employer's or consultant's performance of services on behalf of UVM or Bisk pursuant to this Agreement.

Section 9.3 Relationship of Parties. The relationship between Bisk and UVM is intended to be that of independent contractors and this Agreement shall be construed to fulfill that intent. Nothing in this agreement shall construe or be construed as the creation of a partnership or joint venture.

Section 9.4 Captions. Section titles or captions contained in this Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provisions hereof.

Section 9.5 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the context shall require.

Section 9.6 Counterparts. This Agreement may be executed in two counterparts and all counterparts so executed shall for all purposes constitute one agreement, binding on all of the parties hereto, notwithstanding that all parties shall not have executed the same counterpart.

Section 9.7 Benefit. Except as herein otherwise provided, this Agreement shall be binding and inure to the benefit of the parties hereto, their heirs, legal representatives, successors and assigns.

Section 9.8 Changes in Writing. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated hereby and all prior agreements, understandings, representations and statements, oral or written, are merged into this agreement. No provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

Section 9.9 Assignment. Except as herein otherwise provided, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives and successors. Neither party may assign any of its rights or delegate any of its unperformed obligations under or arising from this agreement without the prior written consent of the other party. However, said consent shall not be unreasonably, arbitrarily or capriciously withheld. Further, said assignment and/or delegation shall be governed by the following:

(a.) The proposed assignee and/or delegatee of any party shall be judged by the party using similar standards as those applied by such other party in accepting the assigning or delegating party in the formation of this agreement, or in agreeing to any amendment to this Agreement.

(b.) Financial strength and responsibility, reputation, suitability, good faith, trust and

confidence, experience in performing contracts of this type, fair dealings and commercial reasonableness are examples of additional criteria to be used by the non-assigning or delegating party in judging the proposed assignee or delegate. The parties agree that they shall not be limited to these criteria.

(c.) The party withholding approval shall have the burden of proof of showing that its refusal to approve a proposed assignee or delegate is reasonable as defined in this section.

Section 9.10 Confidentiality. (a). UVM and Bisk agree that all documents and information concerning the subject matter of this agreement and all negotiations pertaining thereto will not be disclosed except as may be required by law, including, but not limited to, the Vermont Public Records Act and the Freedom of Information Act. UVM and Bisk will disclose such information only to those parties required to know it, including, without limitation, employees of either of the parties, consultants and attorneys engaged by either party, and prospective or existing investors and lenders, who shall be under and advised concerning a similar duty of non-disclosure. In the event that an order by a court or government entity having competent jurisdiction requires disclosure of Disclosing Party's Confidential Information, or in the event UVM receives a request for information under the Freedom of Information Act or the Vermont Public Records Act, it shall not be a breach of this term for Receiving Party to disclose Confidential Information to the extent, and only to the extent, required by that order or law, provided that Receiving Party shall, to the greatest extent practicable, notify Disclosing Party prior to any required disclosure and cooperate with Disclosing Party in seeking relief from that court order or law. This Section shall survive the termination of this Agreement.

Section 9.11 Construction. No provision of this agreement shall be construed by any court or other judicial authority against any party hereto by reason of such party's being deemed to have drafted or structured such provisions.

Section 9.12 Approvals. Notwithstanding anything to the contrary contained in this agreement, any reference in this agreement to consents or approvals being required by either UVM or Bisk shall always be construed and interpreted to mean that such approvals and consents shall not be unreasonably withheld or delayed.

Section 9.13 Compliance with Law. It is the intention and the agreement of the parties hereto that each will carry out its obligations and responsibilities hereunder in full conformance with all applicable federal, state and local laws, rules and regulations.

Bisk shall provide UVM with information concerning state authorization regulations for offering online programs in each state. UVM shall have the sole responsibility to determine from which states it will allow Bisk to recruit students. Bisk shall assist UVM as needed in making applications/renewals for state authorizations. UVM shall be solely responsible for filings fees associated with applications/renewals.

Neither Bisk nor UVM will compensate employees in violation of the Incentive Compensation Rules under Department of Education Program Integrity Rules.

Section 9.14 Severability. If any provision of this Agreement shall be held in doubt or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such provision shall not affect the remaining provisions of this agreement.

Section 9.15 Force Majeure. In the event performance of this Agreement, or any obligation hereunder, is prevented, restricted or interfered with by reason of acts of God, wars, revolution, civil commotion, acts of public enemy, embargo, acts of the Government in its sovereign capacity, labor difficulties, or any other circumstances beyond the reasonable control and without the fault or negligence of the party affected, the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased), provided, however, that the party so affected shall use its best reasonable efforts to avoid or remove such causes on nonperformance and both parties shall proceed whenever such causes are removed or cease.

Section 9.16 Notices. Any notices given pursuant to this agreement shall be effective on the date of delivery if delivered by person, email, or by facsimile transmission, or forty-eight (48) hours subsequent to the date of mailing if sent by overnight delivery or by Registered or certified mail return receipt requested, as follows:

If to UVM:

Richard H. Cate, VPFA
350 Waterman Building
85 South Prospect Street
Burlington, VT 05405
802-656-0219(ph)
802-656-9220 (fax)

Copy to:

Francine Bazluke, General Counsel
802-656-8585 (ph)
802-656-9220 (fax)

If to Bisk:

Nathan M. Bisk, Chairman and CEO, and
Andrew B. Titon, President & COO
Fax: 813.664.1069

Copy to:

George J. Straschnov, General Counsel
Fax: 813.663.6705

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date written below.

Bisk Education, Inc.

Andrew B. Titen Date: 12/22/11

Andrew B. Titen
President & COO

University of Vermont

Richard H. Cate

Date: December 21, 2011

Richard H. Cate, Vice President

APPENDIX A

Program Addenda

SAMPLE PROGRAM ADDENDUM
BISK EDUCATION, INC., & UNIVERSITY OF VERMONT

Program Name	
College	
Department	
Credit Hours	
Course Names and Descriptions	
Development Funding By Bisk	TBD. Repayment shall begin once UVM has received _____ in total revenue from the program, at which time Bisk shall begin to deduct six (6) equal amounts from subsequent gross revenue distributions to MSU for each of the six (6) subsequent Terms of Enrollment, the total deducted to equal the amount advanced by Bisk to MSU without interest.
Application Fee	The fee for applicants shall be non-refundable, and in the amount of \$.
Application Components	<ul style="list-style-type: none"> 1. Undergraduate transcripts. 2. Resume 3. A 1000 word maximum writing sample to validate the applicant's writing and critical thinking skills. The sample should contain a statement specifying both relevant experience and ultimate career goals. 4. Applicants will not be required to submit GMAT or GRE scores as part of the application process. 5. Three letters of recommendation, preferably by professionals in related fields. <p>Completed application and the application fee. Bisk does not receive any percentage of the application fee</p>
Admissions Criteria	<p>A GPA of 3.0 or better and completed coursework for a B.A. or B.S. degree from a regionally accredited university.</p> <p>Applicants may be admitted under either regular (matriculated) admission or non-matriculated admission:</p> <p>i. <u>Regular Admission</u>. Applicants are admitted under this category when they have satisfied all of the admissions criteria. Each applicant will sign an affidavit of Bachelors Degree Completion, which includes a promise to have a transcript(s) ordered within five days of submission of their initial application.</p>

	<p>ii. <u>Provisional Admission.</u> Applicants whose undergraduate GPA falls between a 2.50 and 2.99 and who have submitted all of the application components may be accepted on a non-matriculated basis if: (1) they have especially impressive work experience, (2) their letters of recommendation suggest special promise, and (3) their writing sample suggests motivation and maturity sufficient to overcome a weaker academic background. Applicants admitted in this status must complete their first nine (9) hours of specified course work with a cumulative grade point average of at least 3.0 and no more than one withdrawal from a course. Upon meeting these criteria, their status will be changed to a Regular Admission. If they fail to meet these criteria, they will not be allowed to continue in the program except by special permission granted by UVM pursuant to a petition for continuation.</p> <p>(c) <u>Non-Matriculated Admission.</u> In the case of either regular or provisional admission, an applicant who has submitted the application, the application fee and all other required application components will be allowed to enroll in up to two (2) courses (a total of six credit hours) in the two sessions immediately following admission in the Program while waiting for their official undergraduate transcript(s) to be received and evaluated by UVM. Financial aid will not be available to students who are in this category.</p>
Semester Schedule	The degree schedule shall include courses offered six times per year, beginning in Fall I, (which shall correspond to the first day of school for the campus-based students in late August or early September); Fall II, which shall be in October; Spring I, which will fall in early January; Spring II, which will fall in March; Summer I, which will fall in May; and Summer II, which will fall in July.
Application Deadline	The application deadline for new students to be admitted and enrolled for the next available term is _____ days prior to the first day of class.
Enrollment Deadline	The registration deadline for new students shall be _____ days prior the start of class each term; for returning students, the registration deadline shall be _____ days prior to the start of class each term.
Transfer Credit Policy	In the sole discretion of UVM, up to _____ graduate credit hours may be transferred from another regionally accredited university.
Financial Aid Available	Yes
Tuition at Launch	\$
Launch Schedule	This degree program shall begin enrollment for its first class

	on or about _____, 2012.
Revenue Share Terms	
Term of Addendum	
Teach Out Term	years

Bisk Education

By: _____

Name: _____

Title: _____

Date: _____

UVM

By: _____

Name: _____

Title: _____

Date: _____