

E-LEARNING SERVICES AGREEMENT

THIS E-LEARNING SERVICES AGREEMENT (the “**Agreement**”) is made and entered into as of April 24, 2013 (the “**Effective Date**”) by and between Everspring Inc. (“**Everspring**”) and The University of Kansas, on behalf of its Lawrence campus and the schools or programs under the Provost’s jurisdiction (“**Institution**”), each a “**Party**” and collectively the “**Parties**.”

OVERVIEW

WHEREAS, Everspring is an e-learning services company that contracts with teaching institutions to combine educational program content with infrastructure, processes and a scalable platform for delivering on-line education programs to students;

WHEREAS, Institution is a teaching institution that desires to offer online education programs to its students; and

WHEREAS, the Parties wish to contract to build and grow Institution programs on-line through delivery of an integrated e-learning solution that combines select programs of Institution with the on-line e-learning platform and related services of Everspring, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, promises, terms, and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, Institution and Everspring agree as follows:

1. Structure of Agreement. This Agreement consists of the main terms and conditions set forth in the body hereof, the primary Schedules described below, and the Program Statements describing each Program as set forth in Section 2 below.

Schedule A	Service Matrix
Schedule A-1	Service Levels
Schedule B	Program Statement Template
Schedule C	Financial Schedule
Schedule D	Contractual Provisions Attachment (Form DA-146a)
Schedule E	Insurance
Schedule F	Transition Deliverables

Each Schedule and Program Statement attached hereto is incorporated herein by reference and made part of this Agreement. In the event of a conflict between the terms of the main body of this Agreement and one of the Schedules, the main body of this Agreement shall control except as expressly set forth in the applicable Schedule. In the event of a conflict between the terms of a Program Statement and the terms in the main body of this Agreement or the Schedules, the terms of the Program Statement shall control, but only with respect to the corresponding Program.

2. Programs. The Institution shall propose the academic programs (i.e., degrees or certifications/endorsements) and the details thereof to be included within this Agreement (each, a “**Program**”) as described below.

2.1. Program Statement. For each Program that the Parties agree to deliver under this Agreement, the Parties will delineate the details with respect to the Program in a document substantially

in the form set forth in Schedule B (each, a “**Program Statement**”) setting forth details regarding the Program, including, without limitation, the following: (i) a high level overview of the Program curriculum, as determined by Institution, and the courses required to meet the degree requirements for the Program or to be otherwise included within the Program as determined by Institution (the “**Courses**”); (ii) details regarding each Course as determined by Institution, including, without limitation, the length of each Course and the Course content, including but not limited to digital AV content, student text, labs, lesson plans for instructors, syllabi and any other materials necessary for a Course (collectively, the “**Course Content**”); (iii) the timeframe, after execution of the Program Statement, for Institution to deliver the Course Content to Everspring; (iv) the target launch date for the Program; (v) the academic term(s) during which the Program will be offered (e.g., spring, summer, fall, and/or winter) (each, an “**Academic Term**”); (vi) maximum enrollment capacity, as determined by Institution; (vii) the target number of students to be enrolled in the Program and fees generated within a mutually agreed timeframe; and (viii) any other terms that are specific to the particular Program. Each Program Statement will be subject to the terms and conditions herein and, upon execution by both Parties, shall be part of this Agreement.

2.2. Initial Program Commitment. As of the Effective Date, the Parties have agreed the target for the initial marketing launch of the initial Program is Fall 2013 with the first Academic Term beginning in January 2014.

2.3. Additional Programs. During the Term (as defined in Section 12.1), Institution will not, directly or indirectly, develop, promote, or otherwise deliver any new on-line degree programs or for-credit certifications or endorsements, through any third party, without first including Everspring in a good faith discussion for thirty (30) days regarding the negotiation of an additional Program Statement to this Agreement.

2.4. Everspring Commitment. In recognition of Institution being Everspring’s initial, anchor client, Everspring agrees that for two (2) years from the Effective Date of this Agreement, Everspring shall not launch with another university or college a master’s program in special education.

3. Service Delivery.

3.1. Scope of Services. Everspring shall provide a bundle of services, as more fully described in Schedule A (the “**Services**”) and the Program Statement for each program covered by this agreement, which may include: marketing, strategic planning, technology integration, technical and analytic support, hosting services, enrollment management and other student services, instructional design and course production support, faculty support. The Services shall be provided in accordance with the service levels in Schedule A-1.

3.2. Service Platform. Everspring delivers the Services and supports the Program(s) utilizing Everspring’s infrastructure, processes and platform(s) including, without limitation, the learning management system, instructional design template and tools, the customer relationship management system, customer service tools, the web portal, social media tools, mobile applications, software interfaces and plug-ins, and such other analytics and tools reasonably determined by Everspring as necessary to support the content development and operations (collectively, the “**Service Platform**”).

3.3. Cooperation. The Parties shall reasonably cooperate in the development of the Programs and delivery of the Services hereunder, including through the reasonable exchange of information, materials and access to personnel. During performance of the Services, Everspring may visit Institution’s facilities and, upon reasonable notice, the Institution shall provide reasonable access to, and working

space therein, to facilitate the Services at no cost to Everspring. Everspring shall reasonably cooperate with Institution and its vendors to interface the software components of the Service Platform to the Institution systems mutually agreed upon by the parties. Institution shall be responsible for requiring its third party vendors to cooperate with Everspring and all costs associated therewith.

3.4. Depiction of Relationship with Institution. Everspring employees and subcontractors shall not misrepresent themselves as Institution's employees in conjunction with the recruitment or enrollment of students, but Everspring may market and deliver the Services on behalf of Institution. The Parties shall cooperate to develop a related messaging and communication strategy (e.g., how Everspring personnel/contractors answer calls to the student support desk) as necessary to permit Everspring to provide the Services under this Agreement such that the student consistently feels that it is participating in an Institution Program.

3.5. No Misrepresentations. Everspring shall not, and shall instruct its contractors, subcontractors, and all of their employees and agents not to, make misrepresentations, as defined in 34 C.F.R. § 668.71, in carrying out recruitment and marketing services.

3.6. ADA and Related Requirements. Everspring acknowledges and agrees that Institution and Everspring are subject to the Americans with Disabilities Act, the Rehabilitation Act and related communication regulations. Everspring acknowledges and agrees that the faculty-facing and student-facing components of the services it provides on behalf of the Institution pursuant to this Agreement shall comply with the Americans with Disabilities Act, the Rehabilitation Act and all related regulations, including but not limited to 34 C.F.R. Part 104, 28 C.F.R. Part 35, 28 C.F.R. §34.160. To the extent academic accommodations are required by end users, Everspring shall refer such users to the Institution's Academic Achievement and Access Center (AAAC) for an accommodation to be provided in accordance with the Institution's ADA policies and procedures. Everspring agrees to cooperate with the Institution and AAAC with respect to such academic accommodations identified as reasonable by AAAC for the components of services that are provided by Everspring. In the event that there are any material modifications to the regulatory requirements described herein or if the Institution is found to be in violation of the Americans with Disabilities Act, Rehabilitation Act, or related regulations relating to the provision of services pursuant to this Agreement, the Parties shall address the changes pursuant to Section 12.5 below.

3.7. Insurance. Throughout the Term of this Agreement, Everspring shall maintain the insurance described in Schedule E.

4. Institution Responsibilities.

4.1. Overview. Institution shall be responsible for performing services set forth in Schedule A ("**Institution Responsibilities**"), including, without limitation: (i) setting enrollment capacity as specified in the Program Statement, and opening and staffing sufficient sections to accommodate such capacity; (ii) setting admissions standards and criteria and determining the admissibility of individual students and transferability of previously earned credits; (iii) maintaining student records; (iv) determining financial aid eligibility and financial aid packaging and disbursement; (v) hiring and employing or otherwise contracting with subject matter experts to be featured in the Course Content, which may include Institution faculty and other Institution course instructors; (vi) performing all other customary university functions (e.g., registrar, bursar and academic advising); and (vii) obtaining applicable accreditations and regulatory approvals, registrations, permits or licenses, and providing all required notifications, required under applicable law or by any educational agency or governmental authority in connection with the Program(s) or in order to otherwise provide the Programs contemplated under this Agreement. For purposes of this Agreement, an educational agency refers to any entity or

organization, whether governmental or private, that engages in granting or withholding a license, permit, approval, certification, or accreditation for the Institution, or that regulates postsecondary educational institutions or the provision of financial assistance or services to such institutions or to students attending such institutions, including the United States Department of Education, the Regional Accrediting Association, and any state educational licensing agency. The Institution shall at all times be the entity offering the program and instruction for each Program, and will be solely responsible for teaching all of the Course Content of each Program. The Institution shall also be responsible for the behavior of Institution's faculty and personnel when delivering the Course Content and/or interacting with students and third parties. Notwithstanding anything to the contrary in this Agreement, Everspring shall not be responsible for, and shall not incur any liabilities for, any damages or credits for a failure to perform its obligations under this Agreement if such failure is due to or as a result of the failure by Institution or its third party contractors to perform the Institution Responsibilities in a timely manner.

4.2. Domain Name. Institution shall provide and configure an appropriate Internet subdomain utilizing the Institution's ".edu" domain that may be used by Everspring to host, display and promote the Program(s) online. Subject to Section 3.4, Institution will provide Everspring's applicable staff with Institution-branded e-mail addresses for use by Everspring in connection with providing the Services for the Program(s) hereunder.

4.3. Communication. Institution shall include Everspring on all internal distribution lists with respect to Institution events, processes or other announcements that may impact the delivery of the Services or which otherwise affects students participating in the Programs hereunder, including, without limitation, anything impacting the delivery of student services provided by Everspring hereunder.

5. Course Content. Upon execution of the applicable Program Statement, Institution shall develop and deliver the Course Content to Everspring within the timeframe and pursuant to the other terms specified in the Program Statement. Everspring shall provide instructional design and course production support through the Service Platform as further described in Schedule A. Institution shall be responsible for retaining subject matter experts to be featured in the Course Content and for obtaining the right to use their likeness and any other third party materials delivered by the Institution in providing the Course Content to students. Institution shall deliver the Course Content in a format mutually agreed upon by the Parties that is compatible with the Service Platform. Subject to the terms of this Agreement, Institution hereby authorizes Everspring to provide access to and otherwise distribute the Course Content to the enrollees in the Courses. Everspring may materially modify the Course Content only for purposes of making the Course Content displayable on the Service Platform or upon prior written approval of Institution.

6. Relationship Administration.

6.1. Lead Representatives. Each Party will designate an individual (a "**Representative**") who (i) will be the primary contact for Institution in dealing with such Party under this Agreement, (ii) will have overall responsibility for managing and coordinating the delivery of the Program(s), (iii) will meet regularly with the other Party's Representative, and (iv) will have the authority to make decisions with respect to actions to be taken by such Party in the ordinary course of day-to-day management of this Agreement. Upon written notice to the other Party's Representative, a Party may designate different personnel to serve as its Representative.

6.2. Steering Committee. Everspring and Institution will establish a Steering Committee (the "**Steering Committee**") composed of designated representatives of Everspring and an equal number of designated representatives of Institution. The Steering Committee will meet from time to time and at such time as its members or the Parties deem appropriate to (i) review and analyze the Parties'

performance under this Agreement and whether the target numbers for enrollees in the Programs have been met, (ii) review progress on the resolution of issues, (iii) provide a strategic outlook for delivery of the Programs, and (iv) attempt to resolve, or designate individuals to attempt to resolve, any disputes or disagreements under this Agreement. Either Party may change its representatives on the Steering Committee from time to time upon written notice to the other Party. In addition, the Parties may mutually agree to increase or decrease the size, purpose or composition of the Steering Committee in an effort for Everspring to better provide, and for Institution to better utilize, the Services. All actions of the Steering Committee required under this Agreement will require the mutual consent of the Parties.

6.3. Meetings and Conference Calls. The Parties will determine an appropriate set of periodic meetings or telephone (and/or video) conference calls to be held between representatives of Institution and Everspring. At either Party's request, the other Party will publish its proposed agenda for any meeting sufficiently in advance of the meeting to allow meeting participants a reasonable opportunity to prepare. All meetings will be held in such location as mutually agreed by the Parties and at the option of either Party may be held by telephone or video conference call.

7. Fees.

7.1. Institution shall determine the amount of all tuition and fees charged to students who participate in the Programs. Such tuition and fees may be changed from time-to-time by Institution, at Institution's sole discretion, provided that Institution notifies Everspring of the intent to make any and all material changes at least ninety (90) days prior to the effective date of such changes. Institution shall be responsible for collection of all tuition and fees from enrolled students.

7.2. In consideration of the Services provided by Everspring under this Agreement, Everspring shall receive a percentage of gross tuition and related revenue. Such revenue share shall be payable as described in Schedule C, except to the extent such revenue share percentages or payment terms are expressly modified with respect to Program Statements entered into after execution of this Agreement.

7.3. All amounts hereunder are stated, and all payments shall be made, in United States dollars. Payments shall be made by Institution by wire transfer or any other instrument approved by Everspring in advance in writing. Payments and reports not received by Everspring on or before the due date shall be subject to interest at a rate that is the lesser of (i) one percent (1%) per month and (ii) the maximum rate permitted under applicable law.

7.4. During the Term and for five (5) years thereafter, each Party shall maintain accurate records and books of accounts relating to students enrolled in the Courses and, in the case of Institution, the tuition collected from such students. Each Party agrees to allow the other Party or its representatives to review, audit and inspect its records, books of account and financial statements at their place of keeping with respect to fees due hereunder. Any review shall be conducted during the regular business hours Party whose records are being reviewed on reasonable prior notice and may be conducted no more than once in any twelve (12) month period.

7.5. In the event that Institution desires to utilize any component of the Service Platform during the Term in connection with Institution's course or programs that are not covered by this Agreement (i.e., use of the Service Platform for classes separate and independent of all of the other Services hereunder), the Parties shall negotiate in good faith the terms and fees associated with such use and execute a written amendment to this Agreement incorporating such terms.

8. Expenses. Each Party will be responsible for its own expenses, equipment, supplies and instructors, management and technical personnel as needed to perform its obligations under this

Agreement. Furthermore, each Party shall, to the extent it uses any third party products or services to perform its duties hereunder, fund and pay for all costs and expenses of such third party products and services.

9. Confidential Information; Student Information.

9.1. Definition. “**Confidential Information**” means all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, a reasonable person would consider confidential, including, but not be limited to, information that relates to each Party’s business operations, financial condition, products, services, student information, course content, program design, or technical knowledge. Everspring’s Confidential Information includes, without limitation, the Service Platform. Each Party’s Confidential Information will remain the property of that Party except as otherwise expressly provided in this Agreement. Confidential Information shall not include information that either Party can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving Party; (iii) was in the possession of the receiving Party at the time of disclosure to it and was not the subject of a pre-existing confidentiality obligation; (iv) was received after disclosure to it from a third party who had a lawful right to disclose such information (without corresponding confidentiality obligations) to it; or (v) was independently developed by the receiving Party without use of any Confidential Information of the disclosing Party.

9.2. Obligations. Each of the Parties will use at least the same degree of care to safeguard and to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure or publication of its own information of a similar nature, and in any event, no less than reasonable care. Each Party may disclose relevant aspects of the other Party’s Confidential Information to its employees and agents to the extent such disclosure is reasonably necessary for the performance of its obligations, or the enforcement of its rights, under this Agreement; provided, however, that such Party will use reasonable efforts to ensure that all such persons comply with these confidentiality provisions. In addition, a Party will not be considered to have breached its obligations under this Article 9 for disclosing Confidential Information of the other Party to the extent required to satisfy any legal requirement of a competent governmental or regulatory authority, provided that promptly upon receiving any such request and to the extent that it may legally do so, such Party advises the other Party prior to making such disclosure and provides a reasonable opportunity to the other Party to object to such disclosure, take action to ensure confidential treatment of the Confidential Information, or (subject to applicable law) take such other action as it considers appropriate to protect the Confidential Information.

9.3. FERPA Obligations. Institution and Everspring shall maintain all educational records and information concerning all students enrolled in the Programs (“**Educational Records**”) consistent with Institution’s policies, the Family Educational Rights and Privacy Act (“**FERPA**”), and in compliance with all applicable laws. All Educational Records shall be and remain the property of Institution. Institution acknowledges that, in order to carry out the purposes of this Agreement, Institution is outsourcing certain institutional services and functions to Everspring and that Everspring will have access to all Educational Records relevant to the scope of the Services necessary to carry out its obligations under this Agreement, in accordance with 34 C.F.R. 99.31(a)(1)(B). Institution acknowledges that Everspring has legitimate educational interests in access to Educational Records because such access is relevant and necessary to carry out the purposes, services and functions under this Agreement and that such access shall be subject to and limited by 34 C.F.R. 99.31(a)(1)(B). To the extent Everspring utilizes subcontractors, Everspring shall require each such subcontractor to agree in writing to terms substantively similar to the obligations in this Article 9. Except as permitted under this Agreement, Everspring and its contractors will not disclose or release Educational Records without written authority of Institution and the student(s), except as required by judicial order, or by a lawfully issued subpoena.

9.4. Gramm-Leach-Bliley Obligations. Institution and Everspring shall maintain all financial records consistent with the Gramm-Leach-Bliley Act (“**GLBA**”), and all regulations thereto, including 16 CFR Parts 313 and 314. To the extent Everspring utilizes subcontractors, Everspring shall require each subcontractor to agree in writing to terms substantially similar to the obligations in this Article 9.

9.5. Timely Notice of Breach. Everspring shall immediately report to the Institution any unauthorized use or disclosure of records or information maintained by Everspring that are protected by FERPA or GLBA once Everspring becomes aware of such unauthorized use or disclosure. Everspring shall cooperate with the Institution to send any notice the Institution believes is necessary to individuals whose information may have been used or breached as described herein and Everspring shall pay for the cost of providing such notice.

10. Branding: Use of Trade Names and Trademarks.

10.1. Branding. The Service Platform used to deliver the Courses to students and marketing materials developed for use in connection with the Programs and Courses shall be primarily branded using the Institution Marks, but shall also include Everspring Marks to indicate that Everspring is the Service Platform provider (e.g., “Powered by Everspring”). The Parties shall mutually agree upon the form and specifics of such branding, and shall take into consideration each Party’s trademark and branding specifications. The KU Vice Chancellor of Public Affairs or his designee will review and give final approval on all brand identity development and marketing. The Institution trademarks designated by Institution for use in connection with the Programs and Courses are referred to in this Agreement as the “**Institution Marks.**” The Everspring trademarks designated by Everspring for use in connection with the Service Platform are referred to in this Agreement as the “**Everspring Marks.**”

10.2. Use of Other Party’s Trade Name and Trademarks.

10.2.1. Subject to the terms and conditions of this Agreement, Institution hereby grants Everspring a nonexclusive, nontransferable, royalty-free license, during the Term of this Agreement, to use the Institution Marks solely for the purpose of marketing, selling, delivering and distributing the Programs and Courses in accordance with the terms of this Agreement. Everspring shall comply with Institution’s trademark guidelines as are delivered to Everspring in writing with reasonable prior notice. Neither Everspring nor its subcontractors shall make misrepresentations in the use of Institution Marks relating to recruitment and marketing services, in accordance with 34 C.F.R. § 668.71.

10.2.2. Subject to the terms and conditions of this Agreement, Everspring hereby grants Institution a nonexclusive, nontransferable, royalty-free license, during the Term of this Agreement, to use the Everspring trademarks specified and approved in advance by Everspring solely for the purpose of developing the Course Content and otherwise performing its obligations under this Agreement. Institution shall comply with Everspring’s trademark guidelines as are delivered to Institution in writing with reasonable prior notice.

10.2.3. Upon request, the using Party shall provide samples of materials containing the other Party’s trademarks so that such Party can verify compliance with the applicable trademark guidelines. In the event that the reviewing Party identifies any non-conformities, the using Party will, at its expense, make all reasonable changes, corrections or alterations to any proposed material that the reviewing Party identifies as necessary to comply with the existing guidelines. The Parties agree the KU Vice Chancellor of Public Affairs or his designee will review and give final approval on any and all use of KU Marks, including but not limited to brand identity development and marketing. Each Party acknowledges and agrees that, by virtue of use under this Agreement, it does not acquire any rights of

ownership in the other Party's trademarks. Institution will not register or attempt to register trademarks which, in whole or in part, incorporate or are confusingly similar to the Everspring Marks. Likewise, Everspring will not register or attempt to register trademarks which, in whole or in part, incorporate, are derivative of, or are confusingly similar to Institution Marks. All goodwill generated by the use of a Party's marks under this Agreement shall inure to the benefit of such Party.

11. Intellectual Property Ownership.

11.1. Overview. The Parties do not intend to convey under this Agreement, any intellectual property rights in, or associated with, any of their respective products, services or work product, including but not limited to program design, instructional content and student work product. Accordingly, except as expressly set forth herein or pursuant to the express terms of a Program Statement, each Party shall retain ownership of its own products, services and intellectual property utilized or generated by such Party in connection with performance of this Agreement and nothing in this Agreement shall be construed to grant the other Party any right, title or license therein.

11.2. Ownership of Course Content and Institution Materials. Subject to Everspring's right, title and interest in the Service Platform, the Parties agree that all right, title and interest to copyrights, trade secrets, patents and other intellectual property rights: (a) in Program design (i.e., number of courses, types of courses, order of pre-requisites, etc.), (b) in the Course Content and all derivative works thereof, and (c) all other materials provided by Institution to Everspring for use in connection with the Program(s), will at all times remain the exclusive property of Institution. In the event that Everspring provides Institution with any comments, suggestions or other feedback with respect to the Program design or Course Content hereunder, Institution has the perpetual, irrevocable right, but not the obligation, to use such feedback in any way without restriction or obligation to Everspring.

11.3. Ownership of Everspring Materials. Except as otherwise agreed herein, the Parties agree that all right, title and interest to copyrights, trade secrets, patents and other intellectual property rights in: (a) the Service Platform and all modifications to or derivatives thereof, and (b) all other materials provided by Everspring to Institution for use in connection with the Program(s) will at all times remain the exclusive property of Everspring. In the event that Institution provides Everspring with any comments, suggestions or other feedback with respect to the Service Platform hereunder, Everspring has the perpetual, irrevocable right, but not the obligation, to use such feedback in any way without restriction or obligation to Institution.

12. Term; Termination.

12.1. Program Statement Term(s) and Agreement Term. Unless terminated under this Article 12, each Program Statement shall initially expire ten (10) years from the start date of the first Academic Term of the applicable Program (the "**Program Statement Term**"). Each Program Statement Term shall automatically renew thereafter for additional consecutive two (2) year periods unless either Party provides written notice of non-renewal of such Program to the other Party at least one (1) year prior to the end of the then-current Program Statement Term. The term of this Agreement shall run from the Effective Date through the expiration or termination of the last outstanding Program Statement Term hereunder (the "**Term**").

12.2. Material Breach. Either Party may terminate this Agreement and/or one or more Program Statements in the event of a material breach of this Agreement by the other Party that remains uncured following sixty (60) days' written notice of such breach.

12.3. Bankruptcy, Insolvency. Either Party may terminate this Agreement effective

immediately without liability upon written notice to the other Party if any one of the following events occurs: (a) a court assumes jurisdiction of the assets of the other Party under any bankruptcy or reorganization act, (b) a trustee or receiver is appointed by a court for all or a substantial portion of the assets of the other Party, (c) the other Party becomes insolvent or suspends business, or (d) the other Party makes an assignment of its assets for the benefit of its creditors.

12.4. Termination for Low Volumes. In the event that the aggregate number of enrolled credit hours during any two Fiscal Year period (as defined in Schedule C) falls below fifty percent (50%) of the aggregate target credit hours specified in Schedule C, either Party may terminate this Agreement with respect to such Programs at the end of the then current Fiscal Year upon written notice to the other Party. Prior to either Party terminating under this Section 12.4, the Parties shall meet and discuss in good faith whether a mutually agreeable accommodation is available in lieu of termination hereunder. In the event of termination of this Agreement under this Section 12.4, Everspring shall be paid for all Services performed and documented unrecouped costs incurred by Everspring under this Agreement prior to its termination to the extent not precluded under law and regulations then in effect.

12.5. Department of Education Regulations and Other Related Education Laws. The Parties acknowledge that the regulations of the United States Department of Education (the “**Department**”), among other things, restrict the manner in which institutions that participate in the student financial assistance programs authorized by Title IV of the Higher Education Act may compensate persons and entities involved in student recruiting, enrollment admissions, retention and related activities, and that the Department may during the Term of this Agreement further revise and/or interpret such regulations in such a way that such regulations could affect the legal feasibility of the calculation and payment of fees hereunder. Should the Department revise or interpret those or other regulations in a form that, on the advice of counsel to either Party, would render infeasible payment by Institution pursuant to a percentage of tuition fees – or should any accrediting body or federal or state court or agency otherwise make a decision that materially impacts the ability of the Parties to deliver one or more of the Programs hereunder – Institution will negotiate promptly and in good faith with Everspring to modify this Agreement to address appropriate compensation for the Services hereunder as revised in accordance with such decisions. Similarly, there may be other educational laws, regulations or restrictions, or academic accreditation requirements imposed upon the Parties or the Services that could materially and adversely affect the ability of one or both of the Parties to perform their respective obligations under this Agreement. If compliance with such other laws, regulations or restrictions, including a decision by an accrediting body to either not accredit or to withdraw accreditation from a Program or from the Institution, requires material changes to the Programs or Services, then the parties shall negotiate in good faith to modify this Agreement as necessary to comply with the legal requirements. In the event the Parties are unable to modify this Agreement to comply with any such requirements, either Party shall be entitled to terminate this Agreement upon sixty (60) days’ written to the other Party. Notwithstanding the foregoing negotiation requirement, in the event that Institution reasonably determines that continued operation of the Services would potentially expose Institution to liability or penalties, including loss of accreditation, Institution may suspend (or, if suspension is not sufficient for Institution to avoid liability during the negotiating period, terminate) the Services during the negotiation period and the Services shall only be reinstated if the Parties are able to agree upon the necessary changes to maintain compliance and avoid liability or penalties imposed upon the Institution. In the event of termination of this Agreement or any Program under this Section 12.5, Everspring shall be paid for all Services performed and unrecouped costs incurred by Everspring under this Agreement prior to its termination to the extent not precluded under law and regulations then in effect. In the event of such termination, at Institution’s election and direction, Everspring shall continue to provide all Services through the end of the then current Academic Term or in accordance with Section 12.7, provided, however, that Everspring shall only be obligated to provide the Services after termination so long as Institution is permitted to pay and continues to pay the

fees specified in Section 7 for such Services.

12.6. Survival. The obligations of Sections 7, 8, 9 and 11-15 of this Agreement and any provisions which by their nature are intended or ought to survive the termination of this Agreement shall survive the termination of this Agreement.

12.7. Effect of Termination.

12.7.1. Continuation of Services. Termination of this Agreement or any individual Program Statement pursuant to the terms of this Agreement shall not result in the termination of, or otherwise affect, the Parties' rights and obligations under any other outstanding Program Statement, except as restricted by law and regulations then in effect. The Parties acknowledge that, as of the expiration or termination of the Agreement, or as of the expiration or termination of any Program governed by this Agreement, Institution may have an interest in ensuring continuation and continuity in one or more Programs during the transition period and may be committed, contractually or otherwise, to provide services under a Program to one or more students that are enrolled in the applicable Program during the continuation period (the "Carry-Over Students"), and such commitment may extend beyond such expiration or termination date. The Parties each agree that such Carry-Over Students may continue receiving such Services in accordance with the terms of their arrangements with Institution and the terms of this Agreement for a period not to exceed two (2) years from the date of termination/expiration. For purposes of clarification, nothing in Institution's arrangements or agreements with any Carry-Over Students shall expand or otherwise modify Everspring's obligations under the terms of this Agreement. Accordingly, the Parties agree as follows:

(a) If Institution so requests in writing, Everspring will continue to perform all Services applicable to enrolled students under this Agreement and permit Institution to add additional Carry-Over Students to be admitted to and enrolled in courses in any Program for up to two (2) years following the date of expiration/termination. Everspring will continue to comply with the terms of this Agreement, but may reasonably reduce the service levels in relation to the reduced volume of Carry-Over Students then currently participating in the Programs. The compensation Everspring receives for all such services will be governed in full by the terms of this Agreement.

(b) Notwithstanding anything to the contrary in this Agreement, upon termination of this Agreement for any reason, Institution shall continue to charge the Carry-Over Students at the previously established rates and pay to Everspring all amounts due and payable hereunder, including amounts due under Article 7 from Institution to Everspring upon receipt by Institution of tuition fees for the Programs and for-credit certifications or endorsements. To the extent any amounts are refunded to Carry-Over Students in accordance with applicable refund policies in connection with withdrawals during an Academic Term, the terms in Schedule C shall apply.

12.7.2. Transition Assistance and Access to Data. Upon expiration or termination of the Agreement, or upon expiration or termination of any Program governed by this Agreement, Everspring will provide to Institution (or its designee) an electronic copy of the materials described in Schedule F (the "Transition Deliverables and Access to Data"). The Transition Deliverables will be exported from Everspring's systems in an electronic format supported by such systems. Everspring will provide such Transition Deliverables to Institution (or its designee) within thirty (30) days of the expiration or termination of the Agreement, or upon expiration or termination of any program governed by this Agreement. Upon request, and subject to Everspring's confidentiality obligations to the applicable third parties, Everspring shall introduce Institution to Everspring's third party technology providers and

provide Institution with feedback if Institution elects to consider licensing technology directly from such third parties. In connection with Everspring's delivery of the Transition Deliverables and Institution's transition to an alternative solution, Everspring will, from time to time, provide a reasonable quantity of consulting services (not to exceed one hundred sixty (160) hours, at Everspring's then current rates (not to exceed the then-market rates for similar services) to cooperate with Institution (or its designee), as requested by Institution, with respect to configuration of or transition to a system comparable to the systems then currently operated by Everspring. For purposes of clarification, Institution acknowledges that while Everspring will provide information and cooperation to Institution and its designees, Institution and its designees shall be responsible for any implementation/configuration services with respect to replacement systems and any migration services with respect to converting the Transition Deliverables for use on the replacement systems. The Parties' intellectual property rights in the Transition Deliverables shall be governed by this Agreement. For the avoidance of doubt, however, it is acknowledged and agreed that Institution's rights permit Institution, at a minimum, to continue to use the Transition Deliverables when hosted by Institution (or its designee). With respect to the marketing, orientation, and other content developed by Everspring on behalf of the Institution and included in the Transition Deliverables (excluding materials licensed from third parties), Everspring hereby grants Institution a perpetual, royalty-free, worldwide right to copy, modify and otherwise utilize such materials solely in connection with promotion of the applicable Programs and successors thereto.

12.7.3. Expiration or termination of this Agreement, or expiration or termination of any program governed by this Agreement, will not affect any right of action or claim of either party existing at the time of such expiration or termination.

12.7.4. Except as necessary to provide transition services specified in Section 12.7, including all services to Carry-Over Students, Everspring's rights to make use of Institution's Educational Records and Confidential Information expires upon the termination of this Agreement. Everspring agrees to dispose of all copies of the Institution's Educational Records and Confidential Information as directed by the Institution and to provide written assurance of its secure destruction.

13. Warranties; Disclaimers; Limitation of Liability.

13.1. Everspring Warranties.

13.1.1. Everspring represents and warrants that (i) it has full power and authority to enter into this Agreement and to perform hereunder, (ii) this Agreement has been duly authorized, executed and delivered by Everspring and constitutes a valid and binding obligation of Everspring, (iii) Everspring's performance hereunder will not violate any provision of any other agreement or violate or conflict with any other restriction of any kind or character to which Everspring is a party or by which it is bound, and (iv) the Service Platform does not and shall not infringe the copyrights, trademarks, trade secrets, publicity rights or privacy rights of any third party.

13.1.2. Everspring represents and warrants that the Services will be performed in a timely, competent, professional, and workmanlike manner, and that, as an initial remedy, Everspring will re-perform without charge any Service which does not comply with such warranty to conform to or exceed standards generally observed in the e-learning industry for similar services.

13.1.3. Everspring represents and warrants that it utilizes commercially reasonable information security measures and has complied and will comply with all U.S. federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to, FERPA, GLBA, state authorization rules, and laws relating to the protection of personally identifiable information.

13.1.4. Everspring represents and warrants that it is in compliance with the incentive payment rules promulgated at 34 C.F.R. § 668.14(b)(22), and that it will pay to its employees and subcontractors, and shall require its subcontractors to pay to their employees, in compliance with such rules or any successor regulations thereto, and any related sub-regulatory guidance formally published by the U.S. Department of Education. Everspring represents and warrants that it is not affiliated with, and will not become affiliated with, an institution that provides educational services, during the Term of this Agreement in any manner that is precluded under the foregoing regulations and the then current guidance.

13.2. Institution Warranties.

13.2.1. Institution represents and warrants that (i) it has full power and authority to enter into this Agreement and to perform hereunder, (ii) this Agreement has been duly authorized, executed and delivered by Institution and constitutes a valid and binding obligation of Institution, (iii) Institution's performance hereunder will not violate any provision of any other agreement or violate or conflict with any other restriction of any kind or character to which Institution is a party or by which it is bound, and (iv) the Course Content and all other materials provided by Institution for use in connection with the Program(s) do not and shall not infringe the copyrights, trademarks, trade secrets, publicity rights or privacy rights of any third party.

13.2.2. Institution represents and warrants that it will perform the Institution Responsibilities in a timely, competent, professional, and workmanlike manner.

13.2.3. Institution represents and warrants that it has complied and will comply with all U.S. federal, state, and local laws and regulations applicable to its performance under this Agreement (including, without limitation, FERPA), possesses all required educational approvals and accreditations for its existing programs, and has no actual knowledge of any basis for the revocation or material limitation of any of its educational approvals or accreditations.

13.3. Disclaimer of Warranties. EXCEPT FOR THOSE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 13, EACH PARTY MAKES NO WARRANTIES WITH RESPECT TO ITS PERFORMANCE UNDER THIS AGREEMENT, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED.

13.4. Disclaimer of Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OF ITS AFFILIATES UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, COST TO COVER, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, EVEN IF SUCH PARTY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. HOWEVER, IN THE EVENT THAT ONE PARTY BREACHES ITS DUTIES REGARDING THE OTHER PARTY'S CONFIDENTIAL INFORMATION, PURSUANT TO SECTION 9, OR ENGAGES IN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ANY RESULTING DAMAGES SUFFERED BY THE OTHER PARTY WILL BE CONSIDERED DIRECT DAMAGES FOR THE PURPOSES OF THIS CONTRACT AND THE FOREGOING DISCLAIMER SHALL NOT APPLY. FURTHERMORE, THE FOREGOING DISCLAIMER SHALL NOT APPLY TO DAMAGES SOUGHT PURSUANT TO SECTION 14 (INDEMNIFICATION) AND IF ONE PARTY FAILS TO PAY ANY AMOUNT THAT THIS CONTRACT REQUIRES IT TO PAY AS AN INDEMNITY, THOSE UNPAID AMOUNTS WILL BE CONSIDERED DIRECT DAMAGES OF THE OTHER PARTY.

13.5. Limitation of Liability. THE AGGREGATE LIABILITY OF EACH PARTY, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES UNDER ANY THEORY OF LAW, INCLUDING NEGLIGENCE, TORT, BREACH OF CONTRACT OR OTHERWISE, TO THE OTHER PARTY FOR ANY DAMAGES ARISING UNDER THE AGREEMENT SHALL BE LIMITED TO THE GREATER OF \$3,500,000.00 OR THE FEES PAID BY INSTITUTION TO EVERSPRING PURSUANT TO ARTICLE 7 DURING THE EIGHTEEN (18) MONTHS PRECEDING THE EARLIEST EVENT GIVING RISE TO SUCH LIABILITY. Notwithstanding anything to the contrary in this Agreement, Institution is solely liable for the Course Content, the conduct of Institution personnel, student admissions and all academic decisions under this Agreement and agrees that Everspring shall not have any liability to Institution or any third party in connection therewith.

14. Indemnification

14.1. Everspring hereby agrees to defend, indemnify, and hold harmless Institution, its parents, affiliates, and subsidiaries, and their officers, directors, agents, and employees against all costs, expenses, and losses (including reasonable attorney fees and costs) incurred through claims of third parties against Institution or the other indemnified parties based on or arising from a claim that the Service Platform infringes or misappropriates a copyright, trademark, trade secret, publicity right or privacy right of any third party. Everspring's indemnification obligations shall not apply, and Everspring assumes no liability for, any claim that arises out of the Service Platform being combined with any other software, product, equipment or materials not furnished by Everspring.

14.2. Institution agrees to promptly notify Everspring in writing of any claim that is subject to indemnification under this Article 14 to permit Everspring to defend, compromise or settle the claim. Institution shall provide reasonably available information and assistance regarding such claim to Everspring. Everspring shall not enter into a settlement of any such claim without the Institution's written consent unless such settlement is solely for monetary payment by Everspring or a third-party and contains an explicit and complete unconditional release of the indemnified Party.

14.3. Everspring hereby agrees to defend, indemnify, and hold harmless Institution, its parents, affiliates, and subsidiaries, and their officers, directors, agents, and employees against all costs, expenses, and losses (including reasonable attorney fees and costs) incurred through claims of third parties and any government or regulatory agency against Institution or the other indemnified parties arising from or relating to any violation of state or federal law by Everspring and any of its subcontractors, including but not limited to any misrepresentation or violation of the incentive payment rule by Everspring and any of its contractors or subcontractors and any violation of state or federal law attributable to the Institution by virtue of the provision of Services under this Agreement by Everspring and any of its subcontractors.

15. Miscellaneous.

15.1. Independent Contractor. The relationship of the Parties hereunder is that of independent contractors, and neither Party shall be considered to be an affiliate, partner, joint venture, employer or employee of the other under this Agreement. This Agreement creates no agency in either Party, and neither Party has any authority whatsoever to bind the other Party in any transaction or make any representations on behalf of the other Party.

15.2. Amendment. No change or modification of this Agreement shall be valid unless in writing and signed by all Parties to this Agreement.

15.3. Notice. Any notice or demand which is required or provided to be given under this Agreement shall be deemed to have been sufficiently given and received for all purposes when delivered by hand, confirmed facsimile transmission, or nationally recognized overnight courier, or five (5) days after being sent by certified or registered mail, postage and charges prepaid, return receipt requested, to the following addresses:

Notices to Everspring shall be sent to:

Everspring, Inc.
Attention: Jeff Conlon
Address: 1007 Church St, Ste 420
Evanston, IL 60201
Email: jconlon@everspringpartners.com

With a copy to:

Drinker, Biddle & Reath, LLP
Address: 1500 K Street, N.W.
Washington, DC 20005-1209
Attention: John Prypyzny

Notices to Institution shall be sent to:

University of Kansas
Attention: Sara Rosen
Address: 1450 Jayhawk Blvd.
Lawrence, KS 66045
Email: rosen@ku.edu

With a copy to:

Provost Office
Address: 1450 Jayhawk Blvd.
Lawrence, KS 66045
Attention: Diane Goddard

or to such other facsimile number or address, and to the attention of such other person(s) or officer(s) as either Party may designate by written notice.

15.4. Assignment. Neither Party may assign this Agreement, or any of its interest herein, without the prior written consent of the other Party; provided, however, that no such prior approval shall be required for an assignment in connection with a sale of all or substantially all of a Party's business related to the subject matter of this Agreement or any merger, sale of a controlling interest or other change of control of such Party so long as such assignee: (a) agrees in writing to be bound by the terms of this Agreement, and (b) has at least the same level of financial and operational capacity as the assigning Party to fulfill its obligations under this Agreement. This Agreement shall apply to and bind the successors and permitted assigns of the Parties.

15.5. Subcontractors. Each party must require any and all subcontractors to comply with all performance obligations of this Agreement applicable to such party that apply to such subcontractors' performance, including but not limited to regulatory compliance obligations, confidentiality obligations and other restrictions.

15.6. Waiver. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

15.7. Headings; Gender. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the context hereof requires, the gender of all words shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural.

15.8. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. With respect to any unenforceable provision, the applicable arbitrator or court shall deem the provision modified to the extent

necessary, in such adjudicator's opinion, to render such term or provision enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the Parties set forth herein.

15.9. Governing Law; Venue. The interpretation and validity of this Agreement and the rights of the Parties shall be governed by the laws of the State of Kansas. The Federal and State courts located in Kansas shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

15.10. Contractual Provisions Attachment. The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto as Schedule D, are hereby incorporated in this contract and made a part thereof.

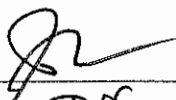
15.11. Entire Agreement. This Agreement supersedes all previous discussions, negotiations, understandings and agreements between the Parties with respect to its subject matter, and constitutes the entire Agreement between the Parties. No oral statements or prior written material not specifically incorporated herein shall be of any force and effect, and no changes in or additions to this Agreement shall be recognized unless incorporated herein by amendment as provided herein and signed by authorized representatives of both Parties. This Agreement is a collaborative drafting effort and the provisions of this Agreement shall not be construed against a Party as the purported drafter.

15.12. Force Majeure. Neither Party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God or the common enemy or earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications. The Parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of this Agreement.


15.13. Counterparts. This Agreement may be executed in one or more counterparts, with signatures delivered by fax or emailed PDF documents with subsequent delivery of original signatures, all of which counterparts when taken together shall comprise one instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

EVERSPRING INC.

By: 
Name: Jeffrey T. Cantor
Title: CEO
Date: 4/20/17

THE UNIVERSITY OF KANSAS

By: 
Name: Bernadette Gray-Little
Title: Chancellor
Date: 4/24/17

Schedule A
Services

The following matrices and key integration points identify each Party's responsibilities with respect to the Services. Such services may, from time-to-time, be supplemented or modified by a particular Program Statement.

Category: Marketing

Service Area	Everspring Responsibility	University of Kansas Responsibility
I. Program-Level Market Analysis	<p>Everspring will conduct reasonable program level market research and analysis on a periodic basis, in order to support KU in making program mix decisions.</p> <p>By way of example, research may include:</p> <ul style="list-style-type: none"> • prospective student research • industry trend analysis • employer needs analysis • emerging trend analysis • competitive analysis. <p>If requested, Everspring will deliver an annual Strategic Market Opportunity Report.</p>	<p>KU will provide access to relevant data as required to support Everspring analyses.</p> <p>Such data may include marketing and student profile data, among other categories.</p>
II. Program-Level Strategic Plans	<p>Everspring will develop program-level strategic plans, which will include, as appropriate:</p> <ul style="list-style-type: none"> • a summary of organizational goals (as we understand them) • development of a proposed program mix roadmap • recommended pricing strategies • recommended marketing strategies. 	<p>KU will collaborate with Everspring and provide access to relevant program and functional leaders for program planning.</p>
III. Brand Identity	<p>Everspring will conduct a brand identity review</p>	<p>KU will devote appropriate leadership time of the Vice</p>

Service Area	Everspring Responsibility	University of Kansas Responsibility
Review	including: <ul style="list-style-type: none"> • establishing a brand council • performing a brand asset review • conducting brand effectiveness research. 	Chancellor of Public Affairs or his designee to the brand council (approximately one day per month). The KU Vice Chancellor of Public Affairs or his designee timely will review and give final approval on all brand identity marketing materials.
IV. Program-Level Marketing Plans (Annually)	Everspring will provide annual program-level marketing plans, including: <ul style="list-style-type: none"> • ideal student profile (every 2 years) • enrollment objectives • marketing strategy • marketing analytics and reporting schedule. 	The KU Vice Chancellor of Public Affairs or his designee and the School of Education Dean timely will review and give final approval on all program level marketing plans.
V. Brand Identity Development	Everspring will provide brand identity plans, including <ul style="list-style-type: none"> • brand architecture and positioning • creative development of 2-year master campaign framework (at school level) with SOE-specific program executions • production (e.g. digital, direct mail, and vertical print. Does not include TV, Radio, out-of-home). 	The KU Vice Chancellor of Public Affairs or his designee timely will review and give final approval on all brand identity development.
VI. Website and Marketing Landing Pages	Everspring will provide website and marketing landing pages (including marketing site development) for online programs within the partnership.	KU will provide appropriate access to website assets and review marketing sites. The KU Vice Chancellor of Public Affairs or his designee timely will review and give final approval on all proposed marketing sites.
VII. Social Media and Online Community	Everspring will manage a unique social presence, linked to KU social properties. Materials provided to KU to be put on existing social media sites maintained by KU (KU News, KU	KU will provide promotion on its social media platforms, as may be appropriate. The KU Vice Chancellor of Public Affairs or his designee timely will review and give final approval on

Service Area	Everspring Responsibility	University of Kansas Responsibility
	Facebook) can remain on those sites during and after the term.	all social media strategy.
VIII. KU Internal Marketing	<p>Everspring will provide marketing creative materials for placement within KU internal marketing channels.</p> <p>In addition, Everspring will establish links to the online web marketing platform from KU.edu, and School of Education properties as appropriate.</p>	<p>KU will make appropriate communications channels available for the promotion of online degree programs.</p> <p>The KU Vice Chancellor of Public Affairs or his designee timely will produce and distribute internal marketing.</p>
IX. Partner Marketing	<p>Everspring will, as reasonably required:</p> <ul style="list-style-type: none"> • recommend district and community college marketing prioritization • create content and collateral for partner marketing by KU. 	<p>The KU Vice Chancellor of Public Affairs or his designee timely will:</p> <ul style="list-style-type: none"> • review district and community college prioritization • maintain state authorization • conduct staff training for community college outreach • provide onsite relationship marketing at community colleges. <p>The KU School of Education Dean will make available at least a 25% FTE from the School of Education for onsite efforts at community colleges and K12 districts.</p>
X. Search Engine Marketing	Everspring will provide a SEO plan and SEO campaign, and thereafter conduct search engine marketing including keyword analysis.	The KU Vice Chancellor of Public Affairs or his designee timely will review and give final approval on the search engine marketing approach.
XI. Public Relations	Everspring will provide key messages for online programs to be incorporated into existing public relations work being undertaken by KU (including the Trozzolo group).	<p>The KU Vice Chancellor of Public Affairs or his designee timely will:</p> <ul style="list-style-type: none"> • promote online programs as a part of existing PR plans managed by Trozzolo Communications Group and KU Public Affairs • provide to Everspring PR content to which

Service Area	Everspring Responsibility	University of Kansas Responsibility
		<p>Everspring can add key messages specific to the online programs</p> <ul style="list-style-type: none"> • review and give final approval on all online program key messages. <p>Trozzolo will provide for Everspring's review as reasonably necessary publications and communications strategy pertaining to programs and services supported by Everspring.</p>

Key Integration Points

- Marketing Strategy
 - The KU online initiative will be named by June 1, 2013.
 - Everspring will facilitate an annual strategic planning process to jointly define enrollment objectives and key strategies with leaders from KU and the School of Education.
 - Everspring will report quarterly on performance, adjusting goals and strategies as appropriate.
- Marketing Web Platform
 - Everspring will develop a separate marketing Web platform to promote online programs. (e.g. a marketing website that bears the name of the online initiative and resides within KU's domain, and associated marketing landing pages).
 - KU will link to the marketing platform from KU.edu to promote online offerings. Everspring will link to KU.edu from the marketing platform for more detailed academic/student services content.
 - Everspring will design, develop and manage the marketing Web platform. If/when KU develops online degree programs not managed by Everspring, Everspring will create links from the marketing platform to program-specific sites managed by KU.
- Social Media
 - Everspring will develop a unique presence on major social platforms specific to the online programs.
 - Everspring and KU will link to each other's social properties as appropriate.
- Creative Development
 - KU will establish brand standards to guide creative development for online programs.
 - Everspring will charter a Brand Council, to include KU, School of Education, and Everspring marketing representation. The Brand Council will set guidelines for how Everspring's creative materials are reviewed.
 - The KU Vice Chancellor of Public Affairs timely will provide final review and approval on all creative development and Brand Council activity.
- Community College Relationship Marketing

- KU's existing community college enrollment staff will promote online offerings to faculty development offices at existing partner campuses. Everspring will provide collateral to KU staff for promotional efforts.
- Public Relations
 - Everspring will review targeted media list with KU Public Affairs. For any publications that overlap, KU Public Affairs will continue to own the relationship, with Everspring providing key messages and materials.

Category: Enrollment Management

Service Area	Everspring Responsibility	University of Kansas Responsibility
I. Consultative Enrollment Process	<p>Everspring will:</p> <ul style="list-style-type: none"> provide a consultative enrollment process and framework, including scripts and tools develop transcript and document management process provide admissions quality control oversight. <p>Everspring will collaborate with KU to establish:</p> <ul style="list-style-type: none"> online enrollment standards admissions process integration an appropriate admissions application personalized degree planning tools through the existing KU Degree Progress Report (DPR). <p>As an output to these processes, Everspring will present complete applications for KU's admissions decisions.</p> <p>As part of the application or enrollment processes, Everspring will require applicants to agree to submit to the exclusive jurisdiction and venue of Kansas courts as a condition of admission and enrollment. Everspring shall utilize language provided by KU to address this point.</p>	<p>KU will:</p> <ul style="list-style-type: none"> make admissions decisions weekly, within 3 business days of final submission provide financial aid integration, at agreed upon service levels. <p>In addition, KU will collaborate with Everspring on establishing:</p> <ul style="list-style-type: none"> clear admissions standards admissions process integration admissions applications prior learning assessments personalized degree planning through the existing KU Degree Progress Report (DPR). <p>KU will have final approval on all admissions-related standards and decisions.</p>
II. Enrollment Staffing	<p>Everspring will provide a reasonable number of enrollment counselors staffing as necessary to support the volume of incoming leads.</p> <p>As part of this, Everspring will provide training for the enrollment counselors provided by Everspring, as well as ongoing oversight and management.</p>	<p>KU will provide materials and make staff available as reasonably necessary to support Everspring's training in areas such as academic program details, student career paths, and financial aid.</p>
III. Enrollment Planning	<p>Everspring will work with KU to:</p>	<p>KU will work with Everspring to establish enrollment</p>

Service Area	Everspring Responsibility	University of Kansas Responsibility
	<ul style="list-style-type: none"> • provide recommendations, based on custom market research, about appropriate enrollment goals from which KU will set its desired enrollment targets • customize an enrollment analytics framework • deliver enrollment reporting and forecasting • work with KU to establish agreed-upon enrollment goals for each program. 	<p>goals.</p> <p>KU will make final decisions on enrollment targets.</p>

Key Integration Points

- Admissions Standards
 - KU will establish admissions standards for each online program.
 - KU will establish ranges on all quantitative admissions criteria for which they will consider prospective applicants.
- Admissions and Enrollment Staffing
 - KU will provide adequate staffing in KU functions that support enrollment – such as by way of example Financial Aid.
 - KU will cooperate to ensure that key functional KU staff that interface with Everspring are fully trained in KU-specific knowledge and content.
- Admissions Application (Including Transcript/Document Management)
 - KU will establish a separate “account” within CollegeNet (and related tools), giving Everspring ability to manage the admissions process for online graduate students.
 - Prospective online students will complete the admissions application in CollegeNet.
 - Everspring will design a custom front-end user interface for the CollegeNet admissions application so that user experience and look/feel are as consistent as possible with other KU online marketing materials.
- Prior Learning Assessment
 - Prospective students will submit transcripts as a part of the application process in CollegeNet.
 - KU to complete prior learning assessment and confirm transfer credits as a part of the admissions decision (service levels defined below).
- Admissions Decision-Making Framework
 - Everspring will notify KU SOE weekly of completed and qualified application packages available for viewing in CollegeNet.
 - KU SOE will review the application packages that are available in CollegeNet.
 - KU will make admissions decisions on all completed, qualified applicants weekly, confirming admitted students to Everspring by close of business on Friday.
 - KU will communicate admissions decisions to students within 2 business days following communication to Everspring.

- Financial Aid
 - Once admitted, Everspring will refer students to KU financial aid for application and packaging.
 - KU will package financial aid for online students on a rolling basis, with packaging complete for all students no later than one week prior to semester/course start.
 - KU will convert all completed applications to “Financial Aid ready-to-package” status within 3 business days (72 hours).
 - KU will assist Everspring to enable access to the data required to support Everspring services from SIS databases through application programming interfaces (APIs) or direct database access.
- Course Registration
 - Everspring to direct admitted students to the existing self-serve PeopleSoft registration system.
 - KU to modify process by August 2013 to allow for rolling registration for students admitted for a term up to two months earlier than the KU scheduled continuing student registration. Students admitted after the start of the term will be registered by KU within a reasonable timeframe (optimally within 24 hours), using KU’s manual process.

Category: Student Services

Service Area	Everspring Responsibility	University of Kansas Responsibility
I. New Student Onboarding	<p>Everspring will:</p> <ul style="list-style-type: none"> review existing student onboarding and orientation materials provide a student onboarding process for KU online graduate students provide new orientation materials and tools, as needed to supplement existing materials. 	<p>KU will:</p> <ul style="list-style-type: none"> review student onboarding process review on-boarding materials and tools KU will provide a mechanism to fulfill textbook and materials orders online, with assistance from Everspring if necessary to establish this mechanism The KU Vice Chancellor of Public Affairs or his designee will review and give final approval on all orientation materials.
II. Retention and Student Services Framework	<p>Everspring will provide:</p> <ul style="list-style-type: none"> retention outreach protocols student services issue escalation protocols student services scripts a set of on-demand student support tools. 	<p>KU will:</p> <ul style="list-style-type: none"> review its student support policy with Everspring, and adjust as necessary to support the online services contemplated here review proposed student services processes, scripts, and escalation protocols provide KU contacts to “receive” escalated issues in key areas, including academic advising, specialized student services (library, writing center, AAAC, AEC, counseling center, financial management, and others).
III. Student Services Staff	<p>Everspring will:</p> <ul style="list-style-type: none"> access to student services staff (student counselors) provide training, management and development for student services staff provided by Everspring answer inbound support calls (within the hours listed on the service schedule), and return within a reasonable timeframe place outbound calls to a select subset of students who are identified (based on mutually agreed upon 	<p>KU will provide input into and review the criteria that define students at high risk of drop-out.</p>

Service Area	Everspring Responsibility	University of Kansas Responsibility
	criteria) as being at high risk of drop-out.	
IV. Student Services Planning	<p>Everspring will provide:</p> <ul style="list-style-type: none"> • student services analytics framework • regular reporting and forecasting reflecting students' services use and needs. 	KU will work with Everspring to establish student services goals and service levels.

Key Integration Points

- Academic Advising
 - Everspring will escalate student requests for academic advising assistance to KU School of Education.
 - KU will designate a program coordinator for every online program to respond to student academic advising needs.
 - KU will assist Everspring to ensure data on academic advising interactions is entered into Everspring's CRM system on a timely basis as required to support Everspring services.
- Student Portal
 - Everspring to provide Web and mobile portals for online students.
 - Everspring portal will integrate online students with KU systems and departments (e.g. PeopleSoft course registration, financial aid, student services) as required.
- Financial Aid
 - Once admitted, Everspring will refer students to KU financial aid for application and packaging.
 - KU will package financial aid for online students on a rolling basis, with packaging complete for all students no later than one week prior to semester/course start.
 - KU will assist Everspring to enable access to the data required to support Everspring services from SIS databases through application programming interfaces (APIs) or direct database access.
- Course Registration
 - Everspring to direct admitted students to the existing self-serve PeopleSoft registration system.
 - KU to modify process by August 2013 to allow for rolling registration for students admitted for a term up to two months earlier than the KU scheduled continuing student registration. Students admitted after the start of the term will be handled by the manual process, typically within 24 hours; however, if those student numbers are large, the 24-hour response is not a guarantee due to the manual nature of the process.
 - Students admitted after the start of the term will be registered by KU within a reasonable timeframe (optimally within 24 hours), using KU's manual process.

Category: Instructional Design & Faculty Support

Service Area	Everspring Responsibility	University of Kansas Responsibility
I. Program Design Services	Everspring will provide consultation to assist KU in determining appropriate program mix, program sequencing, course mix and course sequencing, and program planning services.	
I.A. Program Design Consultation	Everspring will: <ul style="list-style-type: none"> • review program structure to assess market competitiveness • assist KU in mapping program outcomes, confirming program structure, and setting pricing. 	KU will: <ul style="list-style-type: none"> • review and confirm national and state program standards • identify and share any discipline-specific anticipated necessary regulatory/accreditation approvals and timeline.
I.B. Program Planning	Everspring will: <ul style="list-style-type: none"> • provide framework for KU decision making about program and course mix, sequencing and structure • recommend production bundle level for each course within program. 	KU will: <ul style="list-style-type: none"> • confirm program mix, structure and sequencing • confirm course mix, structure, and sequencing, within programs • select Production Bundle to support each course in program • assign KU resources necessary to meet program timelines.
II. Course Design Services	Everspring will consult and provide support services to enable the conversion of existing courses into an online format (services listed below).	KU will: <ul style="list-style-type: none"> • provide SMEs for each course, and departmental oversight (Program Chair) • select course mix, structure and sequencing • deliver course content and materials for conversion into an online format • participate in review and revision within timeframes in the Program Plan.
II.A. Project Management and	Everspring will: <ul style="list-style-type: none"> • provide course design process and workflows 	

Service Area	Everspring Responsibility	University of Kansas Responsibility
Template Customization	<ul style="list-style-type: none"> • set and monitor project management timelines • provide standard master course model and templates • provide design standards and conventions (e.g., navigation standards, user interface standards). 	
II.B. Course Review and Consultation	<p>Everspring will:</p> <ul style="list-style-type: none"> • review current course materials • recommend course structure, assessment model • assess content readiness for conversion to online format. 	<p>KU will:</p> <ul style="list-style-type: none"> • provide full set of course materials for existing course (syllabus, learning objectives, content inventory, lesson plans • identify learning objectives, critical course elements, content in need of revision, and 3rd party licensed content.
II.C. Instructional Design	<p>Everspring will:</p> <ul style="list-style-type: none"> • confirm final course structure, assessment model, content inventory • map assignment of content to specific modalities • consult and finalize multi-media selection and formatting • provide Course Design Summary document. 	<p>KU will:</p> <ul style="list-style-type: none"> • confirm final course structure, assessment model, content inventory, lesson plans • finalize course overview materials (syllabus, course schedule, assignment and assessment methods, module-level objectives) • provide course content, supporting materials, and learning activities • contribute to the development of actionable Course Design Summary • secure necessary 3rd party rights.
III. Course Production Services	<p>Everspring will project manage course production process, including providing the processes, protocols, and select subset of production capabilities needed to convert courses into an online format, including compliance with all legal requirements so that such online courses and underlying platform(s) will be accessible to persons with disabilities and compatible with assistive technology.</p>	<p>KU will perform key production activities as necessary, including but not limited to:</p> <ul style="list-style-type: none"> • timely reviewing materials • delivering agreed upon content • participating in functional testing, including observing Everspring's testing related to accessibility and compatibility with assistive

Service Area	Everspring Responsibility	University of Kansas Responsibility
		<p>technology</p> <ul style="list-style-type: none"> • provide a final course approval process • timely responding to inquiries from Everspring in connection with accessibility and assistive technology • deliver course content in formats required to support such accessibility and assistive technology
III.A. Production Tools and Production Preparation	<p>Everspring will:</p> <ul style="list-style-type: none"> • provide technology authoring tools to assist migration/augmenting the agreed upon content • produce production guides • establish shells for online delivery in LMS • set up course site & functionality • establish format standards • establish synchronous course room. 	
III.B. Course Production:	<p>Everspring will provide course conversion and production support services for content provided by KU, within three general production “bundles.”</p> <p>Specific allocation of courses within each bundle, and proportion of new content within each bundle, will be mutually agreed by the parties in writing.</p> <p>Bundle 1: Course Conversion. Everspring will convert existing files to formats usable within the LMS, including (for example): optimize existing graphics for web delivery, convert non-flash multi-media for web delivery, consult on audio editing, and convert existing video (if any) into updated formats for web delivery. Everspring will convert standard scheduled assessments (midterm, final) to digital formats.</p>	<p>KU will participate as agreed upon in production planning, project management, review, revision, and approval processes.</p> <p>KU will provide all necessary content.</p> <p>KU will assign courses to a specific production bundle, within the overall allocation limits mutually agreed to by the parties in writing.</p>

Service Area	Everspring Responsibility	University of Kansas Responsibility
	<p>Bundle 2: Augmentation. Includes all elements in the conversion bundle, plus: produce select custom video or audio materials, upload and integrate video or audio materials into courseware, and convert or support the creation of additional scheduled assessments.</p> <p>Bundle 3: Enhanced. Includes all elements in Augmentation bundle, plus: integrate additional assessments into course content, convert or produce additional video or graphics for web delivery, produce collaborative case study support materials.</p>	
III.C.Additional design and production services – (incremental expense)	<ul style="list-style-type: none"> • Gaming exercises • Q Bank creation • Interactive or “branching” case study materials • Animated graphic “builds” • Adaptive testing 	
III.D.Quality Control	<p>Everspring will perform quality control review over migrated courses into the online environment, including:</p> <ul style="list-style-type: none"> • establish editorial and functional quality standards • provide basic editing, review and user testing services • review migration checklist for each course. 	<p>KU SME will review and provide input on materials as required to support timely editing, within timeframes mutually agreed upon for program launch.</p>
III.E.Implementation Preparation	<p>Everspring will:</p> <ul style="list-style-type: none"> • prepare packet to accompany materials submitted for KU approval process • participate as needed in course approval process • prepare course support documentation, as necessary. 	<p>KU will:</p> <ul style="list-style-type: none"> • provide a contact person at KU with whom to coordinate any necessary implementation preparation activities • submit necessary institutional course materials for approval and implementation

Service Area	Everspring Responsibility	University of Kansas Responsibility
		<ul style="list-style-type: none"> complete institutional set-up required for course implementation.
III.F. Implementation and Post-Implementation Support		<p>KU will:</p> <ul style="list-style-type: none"> Open an adequate number of sections and provide adequate instructional coverage, instructional support, and advising for all courses and sections assign, administer and evaluate all student work maintain gradebook.
IV. Course Maintenance and Updating	Everspring will provide periodic course maintenance and updates on courses for which production has been provided by Everspring. Maintenance services fall within one of three levels. The service provided within each level, and terms of maintenance provision will be mutually agreed by the parties in writing.	<p>KU will:</p> <ul style="list-style-type: none"> provide necessary direction, input, provide new content for conversion or production review as necessary.
V. Survey Support	<p>Everspring will:</p> <ul style="list-style-type: none"> Assist in the administration of student, faculty and staff satisfaction surveys Assist in the complete routine analysis of satisfaction surveys. 	KU, with the support of Everspring, will design and administer student course evaluation surveys built into course delivery.
VI. Faculty Support		
VI.A. Faculty Technical Support	Everspring will provide technical support for online faculty through integrated contact center.	<p>KU will:</p> <ul style="list-style-type: none"> provide technical support for all KU-only platforms collaborate to develop integration between Everspring and KU support desks.
VI.B. Instructor Training (Digital Development Program)	<p>Everspring will provide:</p> <ul style="list-style-type: none"> “basic training” online training to orient instructors to the online teaching environment, including: <ul style="list-style-type: none"> recommended digital fluency standards 	<p>KU will:</p> <ul style="list-style-type: none"> establish and communicate any instruction-related requirements and standards identify individuals requiring start-up training

Service Area	Everspring Responsibility	University of Kansas Responsibility
	<ul style="list-style-type: none"> ○ provide instructor orientation framework ○ “start-up” training modules and materials • start-up training on digital course room management for KU faculty and instructional staff who are designated by KU as responsible for supporting synchronous class sessions. 	<p>assistance and assign training to specific instructional staff</p> <ul style="list-style-type: none"> • assist to cultivate participation in professional development activities • dedicate 25% FTE resource to start-up training in year 3 and beyond • provide a course room assistant (GTA, admin, other) to provide support for synchronous courses while in-session.

Key Integration Points

Partnership-level support from KU:

- Provide a KU point of contact/decision maker for instructional design who can make decisions necessary to support timely development and implementation.
- Provide SMEs and a graduate level course coordinator for each course, plus departmental oversight (e.g., Program Chair).
- Select program structure, program mix, and program sequence.
- Identify course structure, course mix, and course sequencing.
- Collaborate with Everspring to set overall timeline for program development and socialize with KU staff and faculty.
- Deliver programs and courses with necessary regulatory and accreditation approvals.
- Establish or communicate SOE online practice standards.
- Communicate relevant academic policies that support online programs (i.e. review KU IP policies).
- Set and/or reinforce expectations with faculty about development budgets, timelines, and processes.
- Establish, support and participate in institutional approval process.
- Manage all KU academic senate and Board relations.

Program and course-level activities to be provided by KU:

- Timely deliver all course documentation, content, materials, and learning activities.
- Collaborate with Everspring to clearly define any/all additional content to be developed, at the item level.
- Cooperate to secure all necessary 3rd party rights (both fees and rights will run to KU).
- Complete design, development, review and revision activities and cycles within agreed upon timeframes
- Update project management documents as necessary.
- Support the adoption of agreed upon course templates.
- Deliver access to appropriate LMS, content repositories, and other systems as necessary to support overall activities.
- Content Objects to be produced will be built based on content provided by KU SMEs.

Instruction

- Select, assign, and oversee all faculty and instructional staff for online programs.
- Select, assign and oversee all instructional support staff who are assisting in supporting faculty in administering synchronous sessions online.

Category: Analytics

Service Area	Everspring Responsibility	University of Kansas Responsibility
I. Performance Dashboards	Everspring will develop performance dashboards including reporting on: <ul style="list-style-type: none"> • academic performance • marketing and enrollment • student satisfaction and faculty satisfaction. 	KU will review and give feedback on performance dashboard structure and provide reasonable access to data as needed to support agreed upon dashboard reporting.
II. Custom Reporting Package	Everspring will conduct custom reports on an ad hoc basis as reasonably requested by KU.	KU will assist Everspring to support ad hoc reporting and analysis requested by KU, including providing access to data as needed to support specific analyses, as necessary.

Key Integration Points

- KU will enable (where appropriate) system access or data feeds as necessary to obtain data required to respond to KU's custom analysis requests.
- Relevant LMS information must integrate with the SIS (as detailed in the technology services section, and to be supported through the requirements gathering process).
- If the Everspring LMS is adopted:
 - Progress on learning outcomes will be integrated with the KU data warehouse
 - Data for predictive modeling will need to be integrated with the KU data warehouse.
- During the term, Everspring will provide reasonable system access to electronic data maintained in the Service Platform, as required by KU to support its analytic needs, to the extent that such data is readily accessible. Any data transformation, export, or conversion costs will be negotiated separately by the parties.
- Upon termination, Everspring will provide KU with a copy of all KU-specific data maintained in Everspring's systems.
- Issues to be defined during the requirements phase include:
 - Inventory of system feeds required to support dash-boarding and custom reporting
 - Identification of specific data items (e.g., potentially: FA status, billing holds, major academic milestones, etc.)
 - Further definition of data snapshots and how KU will incorporate Everspring data in KU snapshots.

Function: Technology

Service Area	Everspring Responsibility	University of Kansas Responsibility
I. CRM	<p>Everspring will implement the Salesforce.com CRM platform for use by Everspring staff for tracking marketing, recruitment, student success, and technical help.</p> <p>Everspring will provide standard CRM security controls for the KU technology environment.</p>	<p>KU will support the implementation of integration between Everspring CRM and KU systems.</p> <p>KU will provide standard CRM security controls for the KU technology environment.</p> <p>KU can audit the standard security controls for CRM integration.</p>
I.A. CRM Implementation	<p>Everspring will:</p> <ul style="list-style-type: none"> • license, implement, and configure a custom implementation of cloud-hosted Salesforce.com (CRM) • configure CRM dashboard and reports • provide on-going support of the CRM. 	
I.B. CRM Integration	<p>Everspring will implement integrations and data feeds between the CRM, KU SIS, LMS, and (if applicable) KU identity management system.</p>	<p>KU will:</p> <ul style="list-style-type: none"> • Support the implementation of integration between Everspring CRM and KU systems • provide the data required to support Everspring services from SIS, LMS and (if applicable) KU identity management databases • provide access to KU's user directory for single sign-on through KU identity management system.
II. Learning Management System (Canvas)	<p>Everspring will license and implement the Canvas LMS platform for online students and faculty.</p> <p>Everspring will provide standard LMS security controls for the technology environment.</p>	<p>KU will work with Everspring to ensure proper integration of the LMS with the SIS and Everspring systems.</p> <p>KU will provide standard LMS security controls for the KU technology environment.</p> <p>KU can audit the standard security controls for LMS</p>

Service Area	Everspring Responsibility	University of Kansas Responsibility
		integration.
II.A. LMS Implementation	Everspring will: <ul style="list-style-type: none"> • license, implement and configure the cloud-hosted Canvas LMS platform • provide training courses and materials to online instructional designers, faculty and students • provide on-going support of the LMS. 	
II.B. LMS Configuration	Everspring will: <ul style="list-style-type: none"> • configure LMS system • configure LMS dashboard and reports • provide on-going support of the LMS. 	
II.C. LMS Integration	Everspring will: <ul style="list-style-type: none"> • work with KU to create integration and data feeds between the LMS, KU SIS and Everspring systems • be responsible for automated creation of courses in LMS from SIS registrations in a timely manner • be responsible for automated grade posting from LMS to SIS in a timely manner. 	KU will: <ul style="list-style-type: none"> • support the implementation of integration between Everspring LMS and KU systems • provide access to the data required to support Everspring services from SIS and LMS databases through application programming interfaces (APIs) or direct database access • provide security for the data access mechanism • provide access to KU's user directory for single sign-on through KU identity management system.
III. Mobile and Web Based Applications	Everspring will provide, host and support web-based and mobile applications Everspring will provide standard mobile and web-based applications security controls for the technology environment.	KU will provide the CollegeNet online cloud-hosted admissions application and work with Everspring to ensure proper integration of the LMS, SIS, and identity management systems with Everspring systems. KU can audit the standard security controls for mobile and web-based applications integration.
III.A. Online Portal Implementation (assumes KYou Portal)	Everspring will: <ul style="list-style-type: none"> • Provide and support a web presence within KYou portal • Use single sign-on (SSO) provided by KU. 	<ul style="list-style-type: none"> • KU will provide access to the KYou portal as necessary to support Everspring's services • license and maintain the KYou portal • maintain the system to enable single sign-on

Service Area	Everspring Responsibility	University of Kansas Responsibility
		(identity management system and any other necessary systems) <ul style="list-style-type: none"> • provide security for the KYou portal.
III.B. Online Mobile Application	Everspring will: <ul style="list-style-type: none"> • provide and distribute an authenticated mobile application for online students and faculty • utilize single sign-on (SSO) provided by KU • provide on-going support for mobile application. 	KU will: <ul style="list-style-type: none"> • review and test the mobile application for data integrity and system load. • provide access to KU's user directory for single sign-on through KU identity management system.
III.C. Online Admissions Application	Everspring will direct students to KU's CollegeNet admissions application.	KU will: <ul style="list-style-type: none"> • license and configure cloud-hosted CollegeNet admissions application • use CollegeNet admissions application for student admissions • populate the KU SIS with admissions application data.
III.D. Identity Authentication and Authorization	Everspring will use KU's user directory and identity management system for identity authentication, authorization, and single sign-on (SSO).	KU will: <ul style="list-style-type: none"> • Review the approach and provide access to KU's user directory through KU identity management for single sign-on • use existing process for user account creation • create student accounts within user directory upon admission to KU, using existing processes. • provide appropriate support for integration between KU and Everspring systems.
III.E. Web and Mobile Integration	Everspring will: <ul style="list-style-type: none"> • work with KU to create integration and data feeds between the web-based and mobile applications and the KU SIS and LMS. 	KU will: <ul style="list-style-type: none"> • support the implementation of integration between Everspring and KU systems • provide access to the data required to support Everspring services from SIS and LMS databases through application programming interfaces (APIs) or direct database access

Service Area	Everspring Responsibility	University of Kansas Responsibility
		<ul style="list-style-type: none"> provide access to KU's user directory for single sign-on through KU identity management system.
IV. System Integration	<p>Everspring will implement, host and support a web services framework along with integrations between Everspring and KU systems.</p> <p>Everspring will provide standard system integration security controls for the technology environment.</p>	<p>KU will approve integration efforts and provide data access for Everspring's system integration efforts.</p> <p>KU will provide standard system integration security controls for the KU technology environment.</p> <p>KU can audit the standard security controls for system integration.</p>
IV.A. Readiness Assessment	<p>Everspring will:</p> <ul style="list-style-type: none"> lead a readiness assessment of the SIS, to confirm technical compatibility with Everspring systems and ability to support the business objectives of the partnership. provide recommendations to KU regarding necessary system modifications. 	<p>KU will:</p> <ul style="list-style-type: none"> work with Everspring to perform a readiness assessment of the KU SIS by providing technical and functional resources participate in the readiness assessment by providing interviews, demonstrations and reports contribute to the development of an actionable plan for necessary system modifications.
IV.B. Web Services Framework	<p>Everspring will :</p> <ul style="list-style-type: none"> provide and host a web services framework that reasonably can be integrated with KU systems provide reasonable notice to KU of changes to web services that may impact performance or functionality of KU systems. 	<p>KU will:</p> <ul style="list-style-type: none"> review and test Everspring's web services framework and all integrations between Everspring and KU systems provide reasonable notice to Everspring of changes that may impact performance or functionality of Everspring's web services participate in testing and acceptance of Everspring web services related to KU system changes.
IV.C. Initial Integration Implementation	<p>Everspring will:</p> <ul style="list-style-type: none"> be responsible for implementation of required integration between Everspring and KU systems (LMS, SIS, and identity management) build and host a database of limited student and 	<p>KU will:</p> <ul style="list-style-type: none"> work with Everspring to provide access to the data required to support Everspring services from SIS and LMS databases provide security for the data access mechanism

Service Area	Everspring Responsibility	University of Kansas Responsibility
	faculty information from SIS & LMS for performance and availability <ul style="list-style-type: none"> provide standard security controls for the data access mechanism. 	<ul style="list-style-type: none"> provide web services access via VPN web tunnel or similar secure method review and acknowledge Everspring storage of student and faculty information for improved system performance and availability.
V. Technology Help Desk	Everspring will provide technical help desk support for online students and faculty for system access, account, connectivity and usability issues for Everspring systems in use by online students. Issues with Everspring systems will be escalated internally while issues with KU systems will be transferred to KU.	KU will work with Everspring to define escalation procedures and contacts for issues transferred to KU and vice-versa.
V.A. Help Desk Implementation	Everspring will: <ul style="list-style-type: none"> provide resources to handle technical support issues via phone, e-mail, and web work with KU to define escalation and transfer procedures for KU specific issues assign a primary contact as an interface between Everspring Help Desk and KU Help Desk provide Help Desk metrics to KU as reasonably requested. 	KU will: <ul style="list-style-type: none"> Assign a primary contact as an interface between Everspring Help Desk and KU Help Desk work with Everspring to review and define technical help desk procedures including escalation and transfer processes provide access to existing training materials to build Everspring knowledge of KU systems used by online students, to eliminate redundancy identify escalation points and contact information for specific issue types maintain history of transferred cases and provide regular updates to Everspring.

Key Integration Points:

- KU will assign a project manager from IT to serve as the primary point of contact for Everspring.
- KU will allocate appropriate resources to review plans when presented in a timely manner.
- KU will appropriately prioritize the project based on the aggressive timelines set by Provost.
- KU will actively participate in system testing and quality assurance steps.

- KU will be subject to any terms and conditions that Everspring is required to pass through from its third party licensors with respect to KU's access to and use of the third party systems during the Term.
- KU will maintain all necessary KU-supported systems in support of their online programs and ongoing service operations (e.g. SIS, HRIS, or other systems of record for which access is necessary to support the services).
- Components of the Everspring Service Platform, including the systems identified as hosted by Everspring above, will be hosted by or on behalf of Everspring and may reside in the cloud.
- During the term, Everspring will provide reasonable system access to electronic data maintained in the Service Platform through the agreed upon interfaces, as required by KU to support its analytic needs, to the extent that such data is readily accessible. Any data transformation, export or conversion costs, and any additional interfaces will be negotiated separately by the parties. Upon termination, Everspring will provide KU with a copy of all KU-specific data maintained in Everspring's systems.

Schedule A-1 Service Levels

Contact Center Support:

Everspring will provide two types of contact center support for students, faculty and other end users: Student Program Support and End User Technical Support. These support categories are described in more detail below.

Student Program Support:

Student Program Support consists of non-technical support for students in connection with:

- New student orientation
- Program specific information (e.g. walking students through course and program learning outcomes, reviewing course sequence and schedules, providing program pricing details, discussing career paths, etc.)
- Navigating the online learning environment (e.g. discussing the online learning structure, ensuring understanding of the time commitment and program calendar, coaching students on mobile application functionality, etc.)
- Navigating the student's support system (e.g. strengthening study and time management skills, setting expectations with family and co-workers, etc.)
- Program and course registration

Student Program Support will also help students navigate within the University, escalating questions to specialized University departments as necessary (e.g. financial aid questions, disability services questions, academic performance issues, etc.), and respond to calls escalated from the university from or regarding students enrolled online in the programs covered hereunder.

Student Program Support will be staffed between the hours of 8am – 6pm (CST/CDT), Monday through Friday. Any calls that are not answered at the time of call will be responded to within one (1) business day. Everspring will adjust these hours as reasonably required to meet actual student call patterns.

Everspring's contact center staff will use reasonable efforts to address questions that can be independently answered by Everspring. The staff shall coordinate with Institution's designated representatives to develop and return answers that require Institution direction or feedback. Availability of, and delays by, Institution staff will impact the ability to Everspring's support team to promptly respond to students.

End User Technical Support:

This technical support consists of addressing technical questions and issues raised by students and faculty with respect to access to and/or use of the Service Platform. Technical support shall escalate through three levels:

1) *Level 1 Support:*

Everspring shall provide level one support to address basic usability questions that do not require software/infrastructure level changes. Such questions include, but are not limited to:

- Password reset;
- Students uploading assignments;
- Faculty uploading announcements;
- General LMS / Course room navigation;
- Internet access issues;
- Browser issues;
- Document download issues;
- General software questions (Word, Excel, PowerPoint);
- General mobile application questions

The Level 1 Support desk shall be staffed from 8am – 8pm Monday through Thursday; 8am - 5pm Friday; 10am – 6pm Saturday; 12pm -8pm Sunday, all CST/CDT, but shall provide an automated system for users to submit support requests outside of such business hours. Everspring shall use commercially reasonable efforts to respond to support requests within four (4) business hours.

2) *Level 2 Support:*

Any issues that are identified through Level 1 support that cannot be readily addressed by the Level 1 support team shall be escalated to Level 2 support. These are issues that require administrative level access to the Service Platform. Examples of Level 2 issues include, but are not limited to:

- Database level changes;
- Interfaces between the Service Platform and Institution's systems;
- Repairing course material broken links;
- Course room is not functioning as described in syllabus;
- Information in the mobile application does not match the course room

Level 2 Support shall be addressed by an Everspring Technical Account Manager. A Technical Account Manager shall be on duty 9am – 5pm CST/CDT, Monday through Friday. However, any issues that materially impact the ability of any faculty member to deliver a course or multiple students to access/utilize a course, shall be submitted to a Technical Account Manager available on a 24x7x365 basis. Non-critical issues will be responded to the next business day.

To the extent that the issue relates to Institution's systems, the Technical Account Manager shall coordinate with the Institution's designated representatives and Everspring's ability to respond shall be contingent upon Institution's assistance.

Any issues that cannot be addressed by the Technical Account Manager hereunder shall be escalated to Level 3 support.

3) *Level 3 Support:*

Any issues that cannot be resolved by Level 1 or Level 2 support, including any issues that relate directly to issues with third party systems comprising the Service Platform, shall be escalated to Level 3 support.

Level 3 support shall be on duty 9am – 5pm CST/CDT, Monday through Friday. However, any issues that materially impact the ability of any faculty member to deliver a course or multiple students to access/utilize a course, shall be addressed on a 24x7x365 basis. Non-critical issues will be responded to the next business day. With respect to issues involving third party systems (e.g., the LMS), Everspring shall coordinate with the applicable third party and use commercially reasonable efforts to leverage such third party to address the issues promptly and/or to develop a reasonable workaround.

Service Platform Availability:

Everspring shall use commercially reasonable efforts to make the Service Platform technology available 99.9% of the time, measured on an annual basis. Availability shall be calculated for the measurement period by dividing (a) the Baseline Uptime less Unscheduled Downtime by (b) the Baseline Uptime for the same period.

“Baseline Uptime” shall mean the total number of minutes during the measurement period during which the Service Platform technology is available for access and use by the Institution. Baseline Uptime excludes Scheduled Downtime and Excused Downtime.

“Scheduled Downtime” shall mean the total time during the measurement period that the Service Platform technology is not available due to planned maintenance. For more details on notice of Scheduled Downtime, see below.

“Unscheduled Downtime” shall mean the total number of minutes during the measurement period during which the Service Platform technology is not available for use by the Institution or end users (and no reasonable workaround is available) other than Scheduled Downtime and Excused Downtime. Unscheduled Downtime shall be measured from the time Institution or end users first reports the outage to Everspring.

“Excused Downtime” shall mean the total time during which the Service Platform technology is not available for use by the Institution due to events outside of Everspring’ control, including: (i) Institution side hardware or network issues; (ii) telecommunications outages; and (iii) other force majeure events.

Everspring shall use commercially reasonable efforts to perform all Everspring’ directed scheduled maintenance and backups during off-peak periods. Everspring shall provide Institution (and affected students) with written notice of a window of time planned for any scheduled downtime at least forty-eight (48) hour prior to the downtime. With respect to scheduled downtime required by Everspring’ service providers (e.g., Microsoft), Everspring shall pass along to Institution any notice of third party scheduled downtime within forty-eight (48) hours of receiving notice thereof from the applicable third party.


Schedule B
Program Statement Template
Program Statement # 1

This Program Statement is made and entered into as of _____, and is subject to the terms of, and incorporated by reference into, the E-Learning Services Agreement (the “**Agreement**”) between Everspring Inc. (“**Everspring**”) and the University of Kansas, on behalf of its Lawrence campus and the schools or programs under the Provost’s jurisdiction (“**Institution**”). All capitalized terms not otherwise defined in this Program Statement shall have the meaning specified in the Agreement.

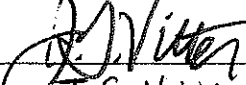
Program Title	High-Incidence Disabilities
Program Description	Graduate preparation in High-Incidence Disabilities focuses on meeting the educational needs of students with learning and/or behavioral disabilities ranging from mild cognitive disabilities to attention deficits. This program focuses on research-based strategies, tiered-based instructional interventions, professional and family collaborations, and effective behavioral interventions to promote access to the general curriculum for students with disabilities, as well as knowledge and strategies that address the unique learning and support systems that are necessary to educate students with special needs.
Course List	<ol style="list-style-type: none"> 1. PRE715 – Understanding Research in Education 2. SPED730 - Characteristics, Methods, and Assessment: Introduction to Struggling Learners & Students with High-Incidence Disabilities 3. SPED741 – Methods and Assessment: Literacy Interventions for Struggling Learners & Students with High-Incidence Disabilities 4. SPED743 – Methods: Functional Behavioral Assessment, Positive Behavior Support and Classroom Management 5. SPED775 – Practicum with Exceptional Children & Youth: Adaptive* (course substitution) 6. SPED841 – Methods and Assessment: Learning Strategies and Content Mastery for Struggling Learners & Students with High-Incidence Disabilities 7. SPED843 – Advanced Methods and Assessment: Strategies for Students with Significant Behavior, Social, & Emotional Needs 8. SPED854 – Family and Interprofessional Collaboration in Special Education 9. SPED856 – Transition Education and Services from Childhood through Adulthood* (course substitution) 10. SPED875 – Advanced Practicum with Exceptional Children & Youth: Adaptive* (course substitution) 11. SPED898 – Masters Project <p>*Note: Institution may substitute equivalent courses from within the School of Education.</p>
Course Length	8 weeks per course
Target Launch Date	January 2014
Instructional Design Start Date	Institution shall deliver the Course Content for all courses in the Program by April 2013 – August 2013 to support Everspring commencing instructional design and production.

Projected Enrollment (Total Enrolled Average Students)	2014: 71
	2015: 238
	2016: 434
	2017: 594
	2018: 669
	2019: 681
	2020: 681
	2021: 681
	2022: 681
	2023: 681

EVERSPRING INC.

By: 
Name: Jeffrey J. Carbo
Title: CEO
Date: 4/20/13

THE UNIVERSITY OF KANSAS¹

By: 
Name: J.S. Vitter
Title: ProVOST
Date: 4/25/13

¹ NOTE: To be signed by individuals signing main agreement.


Program Statement # 2

This Program Statement is made and entered into as of _____, and is subject to the terms of, and incorporated by reference into, the E-Learning Services Agreement (the “**Agreement**”) between Everspring Inc. (“**Everspring**”) and the University of Kansas, on behalf of its Lawrence campus and the schools or programs under the Provost’s jurisdiction (“**Institution**”). All capitalized terms not otherwise defined in this Program Statement shall have the meaning specified in the Agreement.

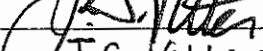
Program Title	Endorsement in High-Incidence Disabilities
Program Description	Preparation in High-Incidence Disabilities endorsement focuses on meeting the educational needs of students with learning and/or behavioral disabilities ranging from mild cognitive disabilities to attention deficits. This program focuses on research-based strategies, tiered-based instructional interventions, professional and family collaborations, and effective behavioral interventions to promote access to the general curriculum for students with disabilities, as well as knowledge and strategies that address the unique learning and support systems that are necessary to educate students with special needs.
Course List	<ol style="list-style-type: none"> 1. SPED730 - Characteristics, Methods, and Assessment: Introduction to Struggling Learners & Students with High-Incidence Disabilities 2. SPED741 – Methods and Assessment: Literacy Interventions for Struggling Learners & Students with High-Incidence Disabilities 3. SPED743 – Methods: Functional Behavioral Assessment, Positive Behavior Support and Classroom Management 4. SPED775 – Practicum with Exceptional Children & Youth: Adaptive 5. SPED841 – Methods and Assessment: Learning Strategies and Content Mastery for Struggling Learners & Students with High-Incidence Disabilities 6. SPED843 – Advanced Methods and Assessment: Strategies for Students with Significant Behavior, Social, & Emotional Needs 7. SPED854 – Family and Interprofessional Collaboration in Special Education 8. SPED856 – Transition Education and Services from Childhood through Adulthood 9. SPED875 – Advanced Practicum with Exceptional Children & Youth: Adaptive
Course Length	8 weeks per course
Target Launch Date	June 2014
Instructional Design Start Date	Institution shall deliver the Course Content for all courses in the Program by April 2013 - June 2013 to support Everspring commencing instructional design and production.

Projected Enrollment (Total Enrolled Average Students)	2014: 14
	2015: 37
	2016: 61
	2017: 76
	2018: 80
	2019: 80
	2020: 80
	2021: 80
	2022: 80
	2023: 80

EVERSPRING INC.

By: 
Name: Jeffrey J. Conlon
Title: CEO
Date: 4/20/12

THE UNIVERSITY OF KANSAS¹

By: 
Name: J.S. Vitter
Title: Provost
Date: 4/25/13

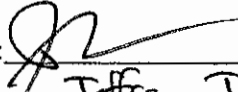
¹ NOTE: To be signed by individuals signing main agreement.

Program Statement # 3

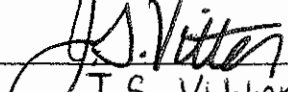
This Program Statement is made and entered into as of _____, and is subject to the terms of, and incorporated by reference into, the E-Learning Services Agreement (the “**Agreement**”) between Everspring Inc. (“**Everspring**”) and the University of Kansas, on behalf of its Lawrence campus and the schools or programs under the Provost’s jurisdiction (“**Institution**”). All capitalized terms not otherwise defined in this Program Statement shall have the meaning specified in the Agreement.

Program Title	Transition Education & Services
Program Description	Online Master's program in the area of Transition Education and Services focuses on meeting the needs of secondary special education students and young adults with disabilities who are making the transition to adult life. The focus is cross-disability, and provides information about effective program models and evidence based practices impacting secondary students served in special education.
Course List	<ol style="list-style-type: none"> 1. PRE715 – Understanding Research in Education 2. SPED735 – Characteristics of Children and Youth with Disabilities 3. SPED742 – Methods and Assessment: Life Skills and Community-Based Instruction 4. SPED844 – Advanced Methods: Nonsymbolic and Symbolic Communication Assessment and Augmentation 5. SPED856 – Transition Education and Services from Childhood through Adulthood 6. SPED857 – Vocational Training and Employment 7. SPED858 – Assessment for Transition Planning 8. SPED859 – Interagency Services for Transition to Adulthood 9. SPED898 – Masters Project 10. SPED980 – Linking Secondary Curriculum and Academic Instruction to Transition
Course Length	8 weeks per course
Target Launch Date	August 2014
Instructional Design Start Date	Institution shall deliver the Course Content for all courses in the Program by April 2013 - August 2013 to support Everspring commencing instructional design and production.
Projected Enrollment (Total Enrolled Average Students)	2014: 18 2015: 39 2016: 47 2017: 60 2018: 68 2019: 70 2020: 70 2021: 70 2022: 70 2023: 70

EVERSPRING INC.

By: 
Name: Jeffrey T. Conlon
Title: CEO
Date: 4/30/13

THE UNIVERSITY OF KANSAS¹

By: 
Name: J.S. Vitter
Title: Provost
Date: 4/25/13

¹ NOTE: To be signed by individuals signing main agreement.

Program Statement # 4

This Program Statement is made and entered into as of _____, and is subject to the terms of, and incorporated by reference into, the E-Learning Services Agreement (the “**Agreement**”) between Everspring Inc. (“**Everspring**”) and the University of Kansas, on behalf of its Lawrence campus and the schools or programs under the Provost’s jurisdiction (“**Institution**”). All capitalized terms not otherwise defined in this Program Statement shall have the meaning specified in the Agreement.

Program Title	Certificate in Autism Spectrum Disorders
Program Description	The Certificate in Autism Spectrum Disorders prepares education and related service professionals for careers in support of children and youth with autism, Asperger Syndrome, and other pervasive developmental disorders. The program covers characteristics; assessment; curriculum, social, communication, and behavior interventions; and sensory and motor issues.
Course List	<ol style="list-style-type: none"> 1. PRE715 – Understanding Research in Education 2. SPED741 – Methods and Assessment: Academic Instruction for Students with Disabilities in General Education and Learning Center Settings 3. SPED760 – Introduction to Children and Youth with Autism Spectrum Disorders 4. SPED785 – Application of Assessment Information: Autism Spectrum Disorders 5. SPED798 – Autism Spectrum Disorders: Methods for Students with Asperger Disorders and High Functioning Autism 6. SPED875 – Practicum: Autism Spectrum Disorders
Course Length	8 weeks per course
Target Launch Date	August 2014
Instructional Design Start Date	Institution shall deliver the Course Content for all courses in the Program by April 2013 – August 2013 to support Everspring commencing instructional design and production.
Projected Enrollment (Total Enrolled Average Students)	2014: 16 2015: 58 2016: 72 2017: 91 2018: 101 2019: 103 2020: 103 2021: 103 2022: 103 2023: 103

EVERSPRING INC.

By: 

Name: Jeffrey J. Conlon

Title: CEO

Date: 4/20/12

THE UNIVERSITY OF KANSAS¹

By: 

Name: J.S. Vitter

Title: Provost

Date: 4/25/13

¹ NOTE: To be signed by individuals signing main agreement.


Program Statement # 5

This Program Statement is made and entered into as of _____, and is subject to the terms of, and incorporated by reference into, the E-Learning Services Agreement (the “**Agreement**”) between Everspring Inc. (“**Everspring**”) and the University of Kansas, on behalf of its Lawrence campus and the schools or programs under the Provost’s jurisdiction (“**Institution**”). All capitalized terms not otherwise defined in this Program Statement shall have the meaning specified in the Agreement.

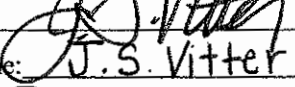
Program Title	Early Childhood Unified Education (Licensure) - DRAFT
Program Description	The Early Childhood Unified Education program focuses on preparing professionals to meet the learning and development needs of all infant, toddler, preschool and kindergarten-age children including those at-risk for and with identified disabilities and their families within natural and inclusive settings. Competencies address interdisciplinary approaches that integrate developmentally appropriate educational and early intervention strategies into holistic and functional activities for all young children and their families in settings such as homes, community childcare programs, preschools and kindergartens.
Course List	<ol style="list-style-type: none"> 1. PRE715 – Understanding Research in Education 2. SPED731 – Supporting Child with Significant Learning and Behavioral Concerns 3. SPED734 – Inclusive Strategies and Intervention Infants and Toddlers 4. SPED739 – Student Teaching in Kindergarten/Preschool 5. SPED739 – Student Teaching in Infant/Toddler 6. SPED750 – Early Education Curriculum 7. SPED752 – Overview of Early Childhood and Special Education 8. SPED753 – Assessment Methods in Early Education 9. SPED755 – Inclusive Strategies and Intervention Preschoolers 10. SPED854 – Family and Interprofessional Collaboration in Special Education 11. SPED898 – Masters Project <p>Note: This program is not yet finalized and is still in discussion</p>
Course Length	8 weeks per course
Target Launch Date	August 2015
Instructional Design Start Date	Institution shall deliver the Course Content for all courses in the Program by April 2014 – August 2014 to support Everspring commencing instructional design and production.

Projected Enrollment (Total Enrolled Average Students)	2014: 0
	2015: 13
	2016: 111
	2017: 234
	2018: 286
	2019: 294
	2020: 294
	2021: 294
	2022: 294
	2023: 294

EVERSPRING INC.

By: 
Name: Jeffrey J. Conker
Title: CEO
Date: 4/30/13

THE UNIVERSITY OF KANSAS¹

By: 
Name: J.S. Vitter
Title: Provost
Date: 4/25/13

¹ NOTE: To be signed by individuals signing main agreement.

Program Statement # 6

This Program Statement is made and entered into as of _____, and is subject to the terms of, and incorporated by reference into, the E-Learning Services Agreement (the “**Agreement**”) between Everspring Inc. (“**Everspring**”) and the University of Kansas, on behalf of its Lawrence campus and the schools or programs under the Provost’s jurisdiction (“**Institution**”). All capitalized terms not otherwise defined in this Program Statement shall have the meaning specified in the Agreement.

Program Title	Early Childhood Unified Education (Non-Licensure)
Program Description	The Early Childhood Unified Education (Non-Licensure) program focuses on preparing professionals to meet the learning and development needs of all infant, toddler, preschool and kindergarten-age children including those at-risk for and with identified disabilities and their families within natural and inclusive settings. Competencies address interdisciplinary approaches that integrate developmentally appropriate educational and early intervention strategies into holistic and functional activities for all young children and their families in settings such as homes, community childcare programs, preschools and kindergartens.
Course List	<ol style="list-style-type: none"> 1. PRE715 – Understanding Research in Education 2. SPED731 – Supporting Child with Significant Learning and Behavioral Concerns 3. SPED734 – Inclusive Strategies and Intervention Infants and Toddlers 4. SPED739 – Student Teaching in Kindergarten/Preschool* (course substitution) 5. SPED739 – Student Teaching in Infant/Toddler* (course substitution) 6. SPED750 – Early Education Curriculum 7. SPED752 – Overview of Early Childhood and Special Education 8. SPED753 – Assessment Methods in Early Education 9. SPED755 – Inclusive Strategies and Intervention Preschoolers 10. SPED854 – Family and Interprofessional Collaboration in Special Education 11. SPED898 – Masters Project <p>*Note: Institution may substitute equivalent courses from within the School of Education.</p>
Course Length	8 weeks per course
Target Launch Date	January 2015
Instructional Design Start Date	Institution shall deliver the Course Content for all courses in the Program by September 2013 – January 2014 to support Everspring commencing instructional design and production.

Projected Enrollment (Total Enrolled Average Students)	2014: 0
	2015: 40
	2016: 136
	2017: 236
	2018: 286
	2019: 294
	2020: 294
	2021: 294
	2022: 294
	2023: 294

EVERSPRING INC.

By: [Signature]
Name: Jeffrey J. Conlan
Title: CEO
Date: 4/30/13

THE UNIVERSITY OF KANSAS¹

By: [Signature]
Name: J. S. Vitter
Title: Provost
Date: 4/25/13


¹ NOTE: To be signed by individuals signing main agreement.

Program Statement # 7


This Program Statement is made and entered into as of _____, and is subject to the terms of, and incorporated by reference into, the E-Learning Services Agreement (the “**Agreement**”) between Everspring Inc. (“**Everspring**”) and the University of Kansas, on behalf of its Lawrence campus and the schools or programs under the Provost’s jurisdiction (“**Institution**”). All capitalized terms not otherwise defined in this Program Statement shall have the meaning specified in the Agreement.

Program Title	Certificate in Admin/Director Special Education
Program Description	For students seeking additional instruction as an administrator/director of special education programs.
Course List	<ol style="list-style-type: none"> 1. SPED* 2. SPED* 3. SPED* 4. SPED* 5. SPED* <p>*Note: Courses to will be identified by Institution at a later date.</p>
Course Length	8 weeks per course
Target Launch Date	January 2015
Instructional Design Start Date	Institution shall deliver the Course Content for all courses in the Program by a mutually agreed upon date, approximately September 2013 – January 2014, to support Everspring commencing instructional design and production.
Projected Enrollment (Total Enrolled Average Students)	2014: 0 2015: 28 2016: 47 2017: 52 2018: 52 2019: 52 2020: 52 2021: 52 2022: 52 2023: 52

EVERSPRING INC.

By: 
Name: Jeffrey J. Conlon
Title: CEO
Date: 4/30/13

THE UNIVERSITY OF KANSAS¹

By: 
Name: J.S. Vitter
Title: Provost
Date: 4/25/13

¹ NOTE: To be signed by individuals signing main agreement.

Program Statement # 8

This Program Statement is made and entered into as of _____, and is subject to the terms of, and incorporated by reference into, the E-Learning Services Agreement (the “**Agreement**”) between Everspring Inc. (“**Everspring**”) and the University of Kansas, on behalf of its Lawrence campus and the schools or programs under the Provost’s jurisdiction (“**Institution**”). All capitalized terms not otherwise defined in this Program Statement shall have the meaning specified in the Agreement.

Program Title	Curriculum & Instruction (General)
Program Description	The continuing emphasis on educational quality and accountability has created a high demand for educators with specialized skills in curriculum and instruction. Students in this program focus on applying current theory, research, and technology to curriculum design. Students will learn to use assessment, classroom management and other techniques to strengthen instruction.
Course List	<ol style="list-style-type: none"> 1. C&T702 – Alignment of Curriculum, Instruction & Assessment 2. C&T709 – Foundations of Curriculum & Instruction 3. C&T801 – Planning for School Improvement 4. C&T802 – Curriculum Planning for Education Settings 5. C&T803 – Differentiating Curriculum & Instruction 6. C&T806 – Instructional Strategies & Models 7. C&T807 – Multicultural Education 8. C&T808 – Qualitative Research: Curriculum Inquiry 9. C&T898 – Masters Project 10. ELPS811 – Constructivist Learning Technologies 11. PRE715 – Understanding Research in Education
Course Length	8 weeks per course
Target Launch Date	August 2014
Instructional Design Start Date	Institution shall deliver the Course Content for all courses in the Program by April 2013 – August 2014 to support Everspring commencing instructional design and production.
Projected Enrollment (Total Enrolled Average Students)	2014: 20 2015: 95 2016: 170 2017: 222 2018: 236 2019: 236 2020: 236 2021: 236 2022: 236 2023: 236

EVERSPRING INC.

By: 

Name: Jeffrey J. Carlson

Title: CEO

Date: 4/20/13

THE UNIVERSITY OF KANSAS¹

By: 

Name: J.S. Vitter

Title: PROVOST

Date: 4/25/13

¹ NOTE: To be signed by individuals signing main agreement.

Program Statement # 9

This Program Statement is made and entered into as of _____, and is subject to the terms of, and incorporated by reference into, the E-Learning Services Agreement (the “**Agreement**”) between Everspring Inc. (“**Everspring**”) and the University of Kansas, on behalf of its Lawrence campus and the schools or programs under the Provost’s jurisdiction (“**Institution**”). All capitalized terms not otherwise defined in this Program Statement shall have the meaning specified in the Agreement.

Program Title	Curriculum & Instruction (Reading)
Program Description	Reading education at KU is an area of emphasis within the Curriculum and Instruction graduate program. The reading education focus in the graduate program is designed for individuals interested in studying reading research, instruction and assessment with and without pursuing state licensure as a reading specialist. Teachers who choose to focus their graduate studies in reading will be better prepared to provide excellent instruction to students in the classroom and in intervention/remediation settings (e.g. Title I Reading).
Course List	<ol style="list-style-type: none"> 1. C&T702 – Alignment of Curriculum, Instruction & Assessment 2. C&T709 – Foundations of Curriculum & Instruction 3. C&T740 – Foundations of Reading: Process, Theory and Instruction 4. C&T741 – Comprehension and Study Strategies for Use with Multiple Texts 5. C&T840 – Emergent Literacy and Beginning Reading 6. C&T841 – Early Intervention in Reading Practicum 7. C&T842 – Supporting Striving Readers: Adolescent through Adult 8. C&T843 – Supporting Striving Readers Practicum 9. C&T898 – Masters Project 10. ELPS 811 – Constructivist Learning Technologies 11. PRE715 – Understanding Research in Education
Course Length	8 weeks per course
Target Launch Date	January 2015
Instructional Design Start Date	Institution shall deliver the Course Content for all courses in the Program by September 2013 – January 2014 to support Everspring commencing instructional design and production.
Projected Enrollment (Total Enrolled Average Students)	2014: 0 2015: 28 2016: 48 2017: 81 2018: 116 2019: 138 2020: 149 2021: 151 2022: 151 2023: 151

EVERSPRING INC.

By: [Signature]
Name: Jeffrey J. Carlson
Title: CEO
Date: 4/20/13

THE UNIVERSITY OF KANSAS¹

By: [Signature]
Name: J.S. Vitter
Title: Provost
Date: 4/25/13

¹ NOTE: To be signed by individuals signing main agreement.

Program Statement # 10

This Program Statement is made and entered into as of _____, and is subject to the terms of, and incorporated by reference into, the E-Learning Services Agreement (the “**Agreement**”) between Everspring Inc. (“**Everspring**”) and the University of Kansas, on behalf of its Lawrence campus and the schools or programs under the Provost’s jurisdiction (“**Institution**”). All capitalized terms not otherwise defined in this Program Statement shall have the meaning specified in the Agreement.

Program Title	Endorsement in Reading
Program Description	Reading education at KU is an area of emphasis within the Curriculum and Instruction graduate program. The reading education focus in the graduate program is designed for individuals interested in studying reading research, instruction and assessment with and without pursuing state licensure as a reading specialist. Teachers who choose to focus their graduate studies in reading will be better prepared to provide excellent instruction to students in the classroom and in intervention/remediation settings (e.g. Title I Reading).
Course List	<ol style="list-style-type: none"> 1. C&T740 – Foundations of Reading: Process, Theory and Instruction 2. C&T741 – Comprehension and Study Strategies for Use with Multiple Texts 3. C&T840 – Emergent Literacy and Beginning Reading 4. C&T841 – Early Intervention in Reading Practicum 5. C&T842 – Supporting Striving Readers: Adolescent through Adult 6. C&T843 – Supporting Striving Readers Practicum
Course Length	8 weeks per course
Target Launch Date	January 2015
Instructional Design Start Date	Institution shall deliver the Course Content for all courses in the Program by September 2013 – January 2014 to support Everspring commencing instructional design and production.
Projected Enrollment (Total Enrolled Average Students)	2014: 0 2015: 13 2016: 32 2017: 48 2018: 52 2019: 52 2020: 52 2021: 52 2022: 52 2023: 52

EVERSPRING INC.

By: [Signature]
Name: Jeffrey J. Conlon
Title: CEO
Date: 4/20/13

THE UNIVERSITY OF KANSAS¹

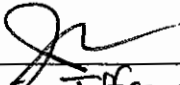
By: [Signature]
Name: J. S. Vitter
Title: Provost
Date: 4/25/13

¹ NOTE: To be signed by individuals signing main agreement.

Program Statement # 11

This Program Statement is made and entered into as of _____, and is subject to the terms of, and incorporated by reference into, the E-Learning Services Agreement (the “**Agreement**”) between Everspring Inc. (“**Everspring**”) and the University of Kansas, on behalf of its Lawrence campus and the schools or programs under the Provost’s jurisdiction (“**Institution**”). All capitalized terms not otherwise defined in this Program Statement shall have the meaning specified in the Agreement.

Program Title	Curriculum & Instruction (ESOL)
Program Description	The ESOL program prepares individuals for employment as ESOL teachers, as well as enhancing the skills of teachers in regular classrooms. Courses address language acquisition, developing an intercultural awareness, diagnosis and remediation of second language learners, and curriculum and instruction for second language students.
Course List	<ol style="list-style-type: none"> 1. C&T709 – Foundations of Curriculum & Instruction 2. C&T820 – Teaching English as a Second Language/Bilingual Education 3. C&T821 – Diagnosis and Remediation in Second Language Education 4. C&T822 – Second Language Acquisition 5. C&T823 – Developing Intercultural Awareness 6. C&T825 – Practicum in ESL 7. C&T898 – Masters Project 8. LING700 – Introduction to Linguistic Science* (course substitution) 9. LING705 – Phonetics I* (course substitution) 10. LING709 – Introduction to Language Acquisition* (course substitution) 11. LING715 – Linguistics and Second Language Acquisition* (course substitution) 12. PRE715 – Understanding Research in Education <p>*Note: Institution may substitute equivalent courses from within the School of Education.</p>
Course Length	8 weeks per course
Target Launch Date	January 2015
Instructional Design Start Date	Institution shall deliver the Course Content for all courses in the Program by September 2013 – January 2014 to support Everspring commencing instructional design and production.
Projected Enrollment (Total Enrolled Average Students)	2014: 0 2015: 11 2016: 40 2017: 73 2018: 95 2019: 103 2020: 103 2021: 103 2022: 103

EVERSPRING INC.By: Name: Jeffrey J. CernanTitle: CEODate: 4/30/12**THE UNIVERSITY OF KANSAS¹**By: Name: J.S. VitterTitle: PROVOSTDate: 4/25/13

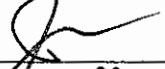
¹ NOTE: To be signed by individuals signing main agreement.

Program Statement # 12

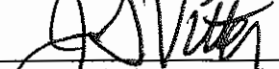
This Program Statement is made and entered into as of _____, and is subject to the terms of, and incorporated by reference into, the E-Learning Services Agreement (the “**Agreement**”) between Everspring Inc. (“**Everspring**”) and the University of Kansas, on behalf of its Lawrence campus and the schools or programs under the Provost’s jurisdiction (“**Institution**”). All capitalized terms not otherwise defined in this Program Statement shall have the meaning specified in the Agreement.

Program Title	Endorsement in ESOL
Program Description	The ESOL program prepares individuals for employment as ESOL teachers, as well as enhancing the skills of teachers in regular classrooms. Courses address language acquisition, developing an intercultural awareness, diagnosis and remediation of second language learners, and curriculum and instruction for second language students.
Course List	<ol style="list-style-type: none"> 1. C&T820 – Teaching English as a Second Language/Bilingual Education 2. C&T821 – Diagnosis and Remediation in Second Language Education 3. C&T822 – Second Language Acquisition 4. C&T823 – Developing Intercultural Awareness 5. C&T825 – Practicum in ESL 6. C&T826 – Language Analysis for Language Teachers
Course Length	8 weeks per course
Target Launch Date	August 2015
Instructional Design Start Date	Institution shall deliver the Course Content for all courses in the Program by April 2014 – August 2014 to support Everspring commencing instructional design and production.
Projected Enrollment (Total Enrolled Average Students)	2014: 0 2015: 8 2016: 22 2017: 19 2018: 19 2019: 19 2020: 19 2021: 19 2022: 19 2023: 19

EVERSPRING INC.

By: 
Name: Jeffrey J. Carlson
Title: CEO
Date: 4/20/13

THE UNIVERSITY OF KANSAS¹

By: 
Name: J. S. Vitter
Title: Provost
Date: 4/25/13


¹ NOTE: To be signed by individuals signing main agreement.

Program Statement # 13

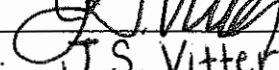
This Program Statement is made and entered into as of _____, and is subject to the terms of, and incorporated by reference into, the E-Learning Services Agreement (the “**Agreement**”) between Everspring Inc. (“**Everspring**”) and the University of Kansas, on behalf of its Lawrence campus and the schools or programs under the Provost’s jurisdiction (“**Institution**”). All capitalized terms not otherwise defined in this Program Statement shall have the meaning specified in the Agreement.

Program Title	Curriculum & Instruction (Mathematics & Science)
Program Description	The continuing emphasis on educational quality and accountability has created a high demand for educators with specialized skills in mathematics & science. Students in this program focus on applying current theory, research, and technology to mathematics & science instruction. Students will learn to use assessment, classroom management and other techniques to strengthen mathematics & science instruction.
Course List	<ol style="list-style-type: none"> 1. C&T702 – Alignment of Curriculum, Instruction and Assessment 2. C&T709 – Foundations of Curriculum & Instruction 3. C&T807 – Multicultural Education 4. C&T808 – Qualitative Research: Curriculum Inquiry 5. C&T852 – Instruction in Mathematics and Science 6. C&T854 – Assessment and Evaluation in Science and Mathematics 7. C&T855 – Curriculum in Science and Mathematics 8. C&T856 – Practicum in Science Education OR C&T857 – Practicum in Mathematics Education 9. C&T898 – Masters Project 10. ELPS811 – Constructivist Learning Technologies 11. PRE715 – Understanding Research in Education
Course Length	8 weeks per course
Target Launch Date	June 2015
Instructional Design Start Date	Institution shall deliver the Course Content for all courses in the Program by February 2014 – June 2014 to support Everspring commencing instructional design and production.
Projected Enrollment (Total Enrolled Average Students)	2014: 0 2015: 22 2016: 96 2017: 180 2018: 226 2019: 236 2020: 236 2021: 236 2022: 236 2023: 236

EVERSPRING INC.

By: 
Name: Jeffrey J. Conlan
Title: CEO
Date: 4/30/13

THE UNIVERSITY OF KANSAS¹

By: 
Name: J.S. Vitter
Title: Provost
Date: 4/25/13

¹ NOTE: To be signed by individuals signing main agreement.

Program Statement # 14

This Program Statement is made and entered into as of _____, and is subject to the terms of, and incorporated by reference into, the E-Learning Services Agreement (the “**Agreement**”) between Everspring Inc. (“**Everspring**”) and the University of Kansas, on behalf of its Lawrence campus and the schools or programs under the Provost’s jurisdiction (“**Institution**”). All capitalized terms not otherwise defined in this Program Statement shall have the meaning specified in the Agreement.

Program Title	Educational Leadership
Program Description	This program prepares experienced pre-K12 teachers for leadership roles at the building level to become outstanding leaders in K-12 schools. The program stresses fundamental knowledge and educational policy development necessary for effective leadership. It consists of a set of integrated courses and experiences, including an extensive field experience, which provides opportunities for participants to extend their knowledge of pedagogy and leadership, to enlarge their understanding of schooling, and to develop an appreciation of the political, economic and social forces that influence the decisions of educational leaders.
Course List	<ol style="list-style-type: none"> 1. C&T802 – Curriculum Planning for Educational Settings 2. C&T806 – Instructional Strategies & Models 3. ELPS715 – Understanding Research in Education 4. ELPS750 – Principalship 5. ELPS752 – Education Law 6. ELPS755 – Human Resources Management 7. ELPS757 – Education in American Society 8. ELPS798 – Data Driven Leadership 9. ELPS852 – School Resource Management 10. ELPS853 – Staff Evaluation and Development 11. ELPS854 – Student in Society 12. ELPS895 - Internship
Course Length	8 weeks per course
Target Launch Date	January 2015
Instructional Design Start Date	Institution shall deliver the Course Content for all courses in the Program by September 2013 – January 2014 to support Everspring commencing instructional design and production.
Projected Enrollment (Total Enrolled Average Students)	2014: 0 2015: 56 2016: 164 2017: 263 2018: 319 2019: 333 2020: 333 2021: 333 2022: 333 2023: 333

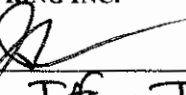
EVERSPRING INC.

By: _____

Name: _____

Title: _____

Date: _____


Jeffrey J. Conlan
CEO
4/20/13

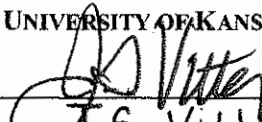
THE UNIVERSITY OF KANSAS¹

By: _____

Name: _____

Title: _____

Date: _____


J. S. Vitter
Provost
4/25/13

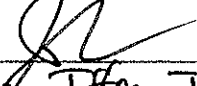
¹ NOTE: To be signed by individuals signing main agreement.

Program Statement # 15

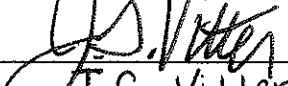
This Program Statement is made and entered into as of _____, and is subject to the terms of, and incorporated by reference into, the E-Learning Services Agreement (the “**Agreement**”) between Everspring Inc. (“**Everspring**”) and the University of Kansas, on behalf of its Lawrence campus and the schools or programs under the Provost’s jurisdiction (“**Institution**”). All capitalized terms not otherwise defined in this Program Statement shall have the meaning specified in the Agreement.

Program Title	Interdisciplinary Studies
Program Description	The program in interdisciplinary educational studies enables students to pursue additional studies in a discipline or content area.
Course List	<ol style="list-style-type: none"> 1. * 2. * 3. * 4. * 5. * 6. * 7. * 8. * 9. * 10. * 11. * <p>*Note: Courses to will be identified by Institution at a later date.</p>
Course Length	8 weeks per course
Target Launch Date	August 2015
Instructional Design Start Date	Institution shall deliver the Course Content for all courses in the Program by a mutually agreed upon date, approximately April 2014 – August 2014, to support Everspring commencing instructional design and production.
Projected Enrollment (Total Enrolled Average Students)	2014: 0 2015: 30 2016: 153 2017: 258 2018: 297 2019: 315 2020: 318 2021: 318 2022: 318 2023: 318

EVERSPRING INC.

By: 
Name: Jeffrey J. Canlan
Title: CEO
Date: 4/30/13

THE UNIVERSITY OF KANSAS¹

By: 
Name: J.S. Vitter
Title: Provost
Date: 4/25/13

¹ NOTE: To be signed by individuals signing main agreement.

Schedule C
Financial Schedule

1. Financial payment terms

1.1. Schedule of tuition charges.

Annual Revenue Share Tiers		
	Tier size (credit hours)	Cumulative tier size (credit hours)
	9,000	9,000
	7,500	16,500
	6,000	22,500
	6,000	28,500
	6,000	34,500
	6,000	40,500
	6,000	46,500
	6,000	52,500
	All additional	52,500+

Tiers are applied incrementally to credit hours billed during a Fiscal Year. Once the credit hours exceed the next tier threshold, the next level of revenue share percentage applies to all subsequent credit hours. Credit hours are not cumulative between Fiscal Years and the application of the tiers resets each Fiscal Year. For purposes of this Schedule C, "Fiscal Year" refers to periods running from July 1 through June 30, with the first Fiscal Year ending June 30, 2014.

1.2. Calculation of Tuition.

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

1.2.2. For purposes of calculating the revenue share described above, Tuition shall be calculated net of any refunds for withdrawal from courses in a way that matches Institution's refund policy. For example for 15 week courses under current policy: 100% refund through the last calendar day prior to the first day of class; 90% refund from the 1st day of class through 5th day of class; 50% refund from the 6th day of class through the 20th day of class; no refund after the 20th day of class. For 7 or 8 week courses the relevant refund period would be shorter. The foregoing refund periods and percentages may change in the normal course of Institution's policy review, provided that such terms shall be no more favorable to students using the Services than Institution's traditional, offline students. KU agrees that it

will establish a set of policies that accommodate the 8-week term structure of online courses with respect to such issues as drop/add, refunds, etc.

1.2.3. Approximately eighteen months after the end of each Academic Term, Institution will submit to Everspring a summary of the uncollected Tuition by named student and a total (bad debt) for all enrollments in that term. For the amount of bad debt up to .25% of billed Tuition, Everspring will issue a credit to the Institution for that amount to be applied against the next Academic Term's payment from Institution to Everspring. There will be no subsequent adjustments to the allowance for bad debt.

1.2.4. The revenue share tiers were based on the mutual assumption that the Institution would set aggregate Tuition equal to or greater than \$606 per credit hour. In the event that the Institution elects to set Tuition lower than such amounts by more than five percent (5%), the Parties will negotiate an accommodation to the fees paid to Everspring in good faith.

1.3. Aggregate Target Enrollment. The parties are targeting Program participation in the aggregate across all then current Programs as described in the table below, beginning with the fourth Fiscal Year.

Target Credit Hours for Fiscal Year 4:	38,000
Target Credit Hours for Fiscal Year 5:	50,000
Target Credit Hours for Fiscal Years 6+:	54,500

These target hours establish the thresholds for each two Fiscal Year period referenced in Section 12.4 of the Agreement. Accordingly, the target credit hours for Fiscal Years 4-5 combined are 88,000, the target credit hours for Fiscal Years 5-6 are 104,500, and the target credit hours for each two Fiscal Year period thereafter are 109,000.

2. Payment mechanism and process.

2.1. Everspring will charge Institution a share of Tuition as described above.

2.2. On day 6 after the start of each Academic Term, or 6 days after classes commence for mid-term starts, Everspring will draft and submit a billing schedule using the following process:

1. Determine how many course enrollments there were for the Academic Term and how many of those enrollments progressed past day 5. This enrollment calculation will be validated against Institution's SIS system.
2. Calculate total credit hours billed in the Academic Term, and apply tuition and fee rates to determine total tuition.
3. Apply credit hours billed to the annual revenue share tiers described above to determine total fee to be charged by Everspring.
4. Any adjustment (positive or negative) for actual credit hours billed will be done when the initial billing schedule is provided in the subsequent Academic Term.

Institution will work with Everspring to establish a billing procedure that allows for validation of billing amounts to happen as soon as possible (within 3-5 business days).

2.3. Institution will remit funds to Everspring based on validated billing not later than 15 days following validation of the billing schedule received from Everspring.

2.4. On day 25 after the start of each Academic Term, or 25 days after classes commence for mid-term starts, Everspring will review the calculations noted above and adjust for actual credits billed. Any adjustment between the billed amount and the actual final amount will be calculated and applied to the next billing period.

Schedule D
Contractual Provisions Attachment (Form DA-146a)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 24 day of April, 2013.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Schedule E
Insurance

Everspring shall maintain at least the following level and types of insurance throughout the Term of the Agreement with insurers with an AM Best rating no lower than A-VII. Each such policy, with the exception of workers compensation, shall name the Institution and the Kansas Board of Regents as additional insureds (except to extent such additional insured(s) bring the underlying lawsuit against Everspring). No policy shall be cancelled or non-renewed during the Term without first providing Institution with 30 days' advance notice in writing. Everspring shall provide certificates of insurance evidencing compliance with the insurance requirements contained herein promptly upon request by the other Party.

- a) Errors and Omissions. Everspring shall purchase Errors and Omissions insurance with limits of liability of no less than \$2,000,000 (single occurrence) or \$4,000,000 (annual aggregate).
- b) General Liability (including contractual liability and completed operations). Everspring shall purchase a commercial general liability policy in amounts not less than \$1,000,000 single occurrence, \$2,000,000 annual aggregate.
- c) Workers' Compensation and Employer's Liability. Everspring shall purchase workers' compensation and employer's liability insurance providing benefits to all its employees with limits no less than:

Workers' Compensation:	Statutory
Employer's Liability:	\$500,000 each accident
	\$500,000 each employee
	\$500,000 policy limit

- d) Professional Liability. Everspring shall purchase a professional liability policy in amounts not less than \$2,000,000 (single occurrence) and \$4,000,000 (annual aggregate). Note: covered as part of Errors and Omissions policy.
- e) Umbrella Liability. Everspring shall purchase an Umbrella / Excess Liability policy with policy limits of not less than \$3,000,000 each occurrence and in the aggregate.
- f) Advertising Liability. Everspring shall purchase Advertising Liability insurance with limits of liability no less \$2,000,000 (single occurrence) or \$4,000,000 (annual aggregate).
- g) Intellectual Property Insurance. Everspring shall purchase intellectual property insurance with respect to copyright and trademark infringement with limits of liability of no less than \$2,000,000 (single occurrence) and \$4,000,000 (annual aggregate). Note: covered as part of Errors and Omissions policy.
- h) Automobile Liability. Everspring shall purchase Automobile Liability insurance with limits of liability no less than \$1,000,000 (single occurrence) covering all owned, leased, rented or non-owned vehicles.
- i) Crime and Employee Dishonesty Insurance. Everspring shall purchase crime and employee dishonesty insurance with a limit of liability of \$1,000,000 (per occurrence).

- j) Employment Practices Liability. Everspring shall purchase employment practices liability with a limit of liability of liability of \$1,000,000 (single occurrence) and \$2,000,000 (annual aggregate).
- k) Cyber Liability. Everspring shall purchase cyber liability insurance with limits of liability of no less than \$2,000,000 (single occurrence) or \$4,000,000 (annual aggregate). Note: covered as part of Errors and Omissions policy.

Schedule F
Transition Deliverables and Access to Data

The Transition Deliverables shall mean electronic copies of the following, as then currently maintained in Everspring's Service Platform and by any and all subcontractors, in a standard and appropriate format:

- All Course Content;
- All Institution materials displayed to students/faculty through the Service Platform;
- All Educational Records;
- All marketing and orientation content created by Everspring on behalf of Institution and used in connection with promotion of the Program(s);
- All individually identifiable CRM data pertaining to students that have applied to and/or enrolled in the Programs;
- All Enrollment and instructor data from LMS;
- All Institution data

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