

MICHIGAN STATE
U N I V E R S I T Y

DATE: November 8, 2022

TO: Megan Wordell – mmw2221@columbia.edu; megan.wordell@columbia.edu

FROM: Rebecca Nelson, Director and Freedom of Information Act (FOIA) Officer
Michigan State University FOIA Office

Rebecca Nelson

SUBJECT: FOIA Response

This is written in response to the FOIA request that you emailed to this Office on October 17, 2022.

To the extent records exist responsive to your request, they accompany this letter. University signatures and email addresses have been redacted under one or more of Sections 13(1)(u), (y), and (z) of the Michigan Freedom of Information Act (MIFOIA), which allow for the withholding of information related to the ongoing security of a public body. No fee will be assessed for this processing of your request.

The MIFOIA provides that when a public body denies all or a portion of a request, the requester may do one of the following: (1) submit an appeal of the determination to the head of the public body; or (2) commence a civil action in the court of claims to compel the public body's disclosure of the records. If you wish to seek judicial review of any denial, you must do so within 180 days of the date of this letter. If the court of claims orders disclosure of all or a portion of the public record(s) to which you have been denied access, you may receive attorneys' fees and, in certain circumstances, damages under the MIFOIA. Should you choose to file an appeal with the University regarding this response to your request, you must submit a written communication to this Office expressly stating that it is an "appeal" of this response. In your appeal, please state what records you believe should have been disclosed to you. You must also state the reasons you believe any denial of your MIFOIA request should be reversed. This Office will arrange for the processing and review of your appeal. Pursuant to Section 4(4) of the MIFOIA, the University's procedures and guidelines for processing MIFOIA requests can be found at <http://foia.msu.edu>.



**FREEDOM OF
INFORMATION ACT
OFFICE**

**Michigan State
University**

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Attachments
MSUF057422

MARKETING AND RETENTION SERVICES AGREEMENT

This Marketing and Retention Services Agreement (the "Agreement") dated as of July 1,, 2018 (the "Effective Date"), by and between All Campus, LLC ("All Campus"), with offices located at 30 S Wacker Drive, Suite 1650, Chicago, IL 60606 and Michigan State University ("University"), with offices located at 220 Trowbridge Road, East Lansing, MI 48824. Each of All Campus and University are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, All Campus is in the media and marketing business; and

WHEREAS, University desires to appoint All Campus to act as its exclusive third-party agent for the online marketing of those University programs (collectively, the "University Programs") set forth from time to time in a written Statement of Work, in the form attached hereto as Exhibit A, made under this Agreement, from time to time, executed and delivered by the University and All Campus (each such Statement of Work, an "SOW"), and related services, and All Campus desires to accept such appointment.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the Parties hereto agree as follows:

1. Term and Termination:

- a) This Agreement will commence on the date hereof and continue in effect until the eighth (8) anniversary of said effective date, and, may be extended for additional successive two (2) year renewal periods upon written notice of renewal by University to All Campus no less than thirty (30) calendar days prior to the expiration of the initial or any renewal period; provided, however, that, notwithstanding the foregoing, this Agreement shall remain in effect during the Term (as hereinafter defined) of any SOW.
- b) Each SOW shall: (i) commence on the effective date specified in said SOW; (ii) have the initial term specified in said SOW (with respect to said SOW, the "Initial Term"); and (iii) if All Campus generates, during the Initial Term, the minimum number of Enrollees, specified in said SOW (with respect to said SOW, "Minimum Enrollees"), automatically renew for the renewal period specified in said SOW (with respect to said SOW, the "Renewal Term"). In respect of any SOW, the Initial Term and the Renewal Term, if any, for said SOW are hereinafter together referred to as the "Term." The Parties agree to negotiate in good faith a possible extension of the Term of each SOW near the end of said Term, it being understood and agreed that neither Party will be obligated to so extend the Term of any SOW.
- c) Either Party may terminate this Agreement or any SOW, as applicable: (i) if the other Party materially breaches this Agreement or said SOW, as applicable, and fails to correct the breach within thirty (30) days after written notice thereof from the other; (ii) if there is commenced with respect to the other Party a proceeding in bankruptcy, receivership, dissolution or similar proceeding, and such proceeding is not dismissed or stayed within ninety (90) days of the filing of such, or such Party becomes insolvent or seeks to dissolve; or (iii) by giving the other Party written notice, if (A) the Party seeking to terminate first reasonably demonstrates in writing to the other Party that it has received advice of its legal counsel an written legal opinion that under applicable law, rule or regulation, it would be legally impermissible or violate applicable law, rule or regulation for such Party to continue to meet its obligations under this Agreement or the applicable SOW, and (B) within sixty (60) days after such demonstration, the Parties, both acting reasonably and in good faith, are unable to mutually agree upon new or revised terms which would be legally permissible, would not violate applicable law, rule or regulation, and would provide both Parties with substantially the same benefits, taken as a whole, as this Agreement or the applicable SOW provides.
- d) All Campus may terminate any SOW if it determines in good-faith that All Campus cannot equitably continue to provide Enrollees to University in respect of the University Program(s) covered by said SOW by delivering not less than ninety (90) days prior written notice of termination.

2. Appointment of All Campus as Exclusive Program Marketing & Retention Consultant; SOWs.

- a) University hereby appoints All Campus, and All Campus hereby agrees to serve, as University's exclusive third-party online marketer of the University Program(s) set forth from time to time in a written SOW, consisting of All Campus's provision of services consisting of: (i) marketing services (the "Marketing Services"); and (ii) student retention services (the "Retention Services" and, together with the Marketing Services, the "Marketing and Retention Services"). For purposes of this Agreement, "Prospect" shall be defined as a prospective University Programs student identified by All Campus for which a completed application has been delivered to University by All Campus. Both Parties agree that all communications about the Program will be authored solely by University in appearance to the end user.

- b) During the Term of any SOW, All Campus shall have the right of first refusal to act as the University's exclusive third-party agent for online marketing of all online masters programs related to applied engineering sciences, biosystems engineering, chemical engineering, computer science, environmental engineering, materials science and engineering, and engineering related-cyber security offered by each University college having an online program which is the subject of said SOW. The University may not engage or compensate any third party agent for online marketing programs subject to this right of first refusal, unless the University has first offered the opportunity to All Campus, in good faith, in writing, specifying the terms thereof to the extent differing from or additional to those specified in said SOW, and All Campus has declined in writing or failed to accept the offer in writing, within thirty (30) days of receipt of the University's notice, whereupon the University may, during the one hundred eighty (180) day period thereafter, engage a third-party agent in such capacity, without first reoffering the opportunity to All Campus under this right of first refusal, but only on terms no less favorable to the University than the terms which the University offered to All Campus, as reasonably evidenced to All Campus.
- c) Each SOW shall identify with specificity the effective date thereof, the University Program(s) covered thereby, the Initial Term and, if applicable, Renewal Term, the Minimum Enrollees for said University Program(s), the applicable SOW Fee Percentage (as hereinafter defined), a Service Level Agreement, and any terms and conditions therefor, if any, which are in addition to or differing from the terms and conditions contained in this Agreement. To the extent (and only to the extent) of any conflict between the terms and conditions herein contained and the terms and conditions contained in any SOW, with respect only to the University Program(s) specified in said SOW, the terms and conditions contained in said SOW shall control; otherwise, the terms and conditions both herein contained and contained in the SOW shall together be binding on the University and All Campus with respect to the University Program(s) specified in said SOW. No SOW shall be effective unless and until signed and delivered by both the University and All Campus. Neither University or All Campus is obligated to execute an SOW.
- d) All Campus acknowledges and will adhere to the Branding Standards set forth at <http://brand.msu.edu> All designs shall follow the MSU Web Brand Standards found here: <http://cabs.msu.edu/web/msu-web-standards.html> It is the responsibility of All Campus to remain up-to-date on the MSU Web Standards. In the case of a revision to the standards, All Campus shall adhere to the version published and in use at the time of development.
- e) Customer Experience: All Campus will engage in practices throughout this process that represent MSU positively and create a positive customer experience. MSU expects All Campus to make a good faith effort to engage in activities in a way that is consistent with MSU's engagement efforts and the desire to maintain an exemplary MSU reputation.
- f) Marketing, Advertising and e-mail: All Campus will attempt in good faith to avoid advertising on gambling, pornographic, and other undesirable websites, web pages and related social media outlets that would NOT be considered consistent with MSU values. All Campus should periodically consult with MSU Communication and Brand Strategy to obtain a current list of websites and terms to comply with this requirement. Any use of e-mail marketing and communication must follow industry best practices, including providing a clear and concise way for the recipient to opt out of future messaging.
- g) Sales & Customer Service: All Campus shall engage in responsible sales practices that create a positive customer experience at each stage of the recruitment and retention process. All Campus will not ignore requests by prospects and admitted students to limit the type and quantity/volume of messaging/contact. All Campus shall strive to provide excellent customer service including promptly and professionally responding to inquiries from prospective and active students.
- h) Audit: MSU reserves the right to annually evaluate the quality of the customer experience created by All Campus. Upon request by MSU, All Campus will provide to MSU a limited contact list no more than 25 prospects or students so that MSU may contact the prospective or current student to assess the quality of the experience created by All-Campus.

3. Obligations of All Campus: All Campus shall, with respect to each SOW during the Term thereof:

- a) Provide all the Marketing Services by means of methods including, but not limited to:
 - i.) pay per click;
 - ii.) search engine optimization;
 - iii.) web development management of the entire University web presence for the program including any social networking such as Facebook, LinkedIn;
 - iv.) corporate partnerships;

- v.) market research;
- vi.) creative development;
- vii.) media buying;
- viii.) lead generation and purchasing;
- ix.) lead management and optimization;
- x.) Prospect and Enrollee relationship management, from submission to completed application;
- xi.) University staff access to application management portal for prospects;
- xii.) implementation and management of social media outreach efforts, including, by means of illustration only, Google+, Facebook and Twitter;
- xiii.) alumni marketing
- xiv.) detailed implementation schedule for all Marketing Services.

The preceding methods are examples of the type of methods that may be employed in connection with the Marketing Services. The type, design, content, placement, format and additional conditions and terms of such methods will be subject to All Campus's final good-faith discretion. University agrees that it will cooperate with reasonable requests received from All Campus in connection with Marketing Services, including provision of creative and technical assistance related to the development, placement, configuration and integration of University materials or content; Develop, maintain and host University-branded URL as a sub-domain of the University website (the "Sub-Domain") containing information regarding University and the University Programs where Prospects may, among other things, request information about the University Programs. All content of the Sub-Domain will be in good taste and in such manner as will maintain and enhance the value any relevant University-branded URL and reputation. All Campus shall not include, or shall remove, content in the Sub-Domain that University has expressly disapproved. As between All Campus and University, All Campus shall retain all rights to the Sub-Domain and all content solely created by All Campus appearing thereon; provided, however, that: (i) University shall retain ownership of any content it creates or assists in creating with respect to the Sub-Domain; and (ii) the Sub-Domain shall not be used for any purpose aside from the Marketing and Retention Services. All Campus shall, upon the termination or earlier expiration of this Agreement: (i) reasonably assist University in transferring any University content on the Sub-Domain back to University; and (ii) deactivate the Sub-Domain and any unique landing pages created by All Campus in connection therewith. Notwithstanding the foregoing, University shall have final good-faith editorial approval on the content of the Sub-Domain;

- b) Staff and train call center advisors that focus on the University Programs, which advisors will:
 - i.) complete initial follow-up with Prospects that indicate an interest in University, including communicating via telephone to Prospects;
 - ii.) pre-qualify Prospects based on the Prospect's University Programs of interest, academic goals, and past education experience; and
 - iii.) assist Prospects in order to complete University Programs applications;
- c) Communicate to Prospects that financial aid may be available for qualified Prospects, subject to financial aid eligibility requirements and University approval;
- d) Following Prospect submission of a complete application, deliver such to University within a reasonable, but prompt, timeframe;
- e) Provide the Retention Services by means listed in Schedule C with certain Enrollees identified by University in a Report (as defined below) via telephone and/or email to discuss ongoing University Programs and offer advice and guidance with respect thereto. For purposes of this Agreement, "Enrollee" will be defined as a Prospect that submits a completed application package as a result of All Campus's efforts hereunder, is officially admitted to and enrolled in a University Programs and who commences the University Programs for which such Prospect enrolled;
- f) Afford University with reasonable access, but not less than monthly, to All Campus's materials related solely to the Marketing and Retention Services contemplated hereunder, including, by means of illustration, training materials, marketing schedules and expected results and creative elements that are or will be used in online and print advertising, at no additional cost to University. The Parties agree to work in good faith to ensure that any activities contemplated by University are not duplicative of the Marketing and Retention Services; and

- g) Notwithstanding anything contained herein to the contrary, All Campus shall not in any way collect any fees for any services from any Prospect in connection with such Prospect applying to University.
 - h) Notwithstanding anything contained herein to the contrary, All Campus shall not be required to share proprietary technology, nor trade secrets, unless required by law, rule or regulation.
4. **Obligations of University:** University shall, with respect to each SOW during the Term thereof:
- a) Contact Prospects via automated e-mail within one (1) business days of University's receipt of a completed application confirming receipt of such;
 - b) Contact and admit or reject Prospects meeting the required University enrollment criteria for the University Programs (the "Enrollment Criteria"), as further set forth on Schedule A attached hereto, within fifteen (15) days of University's receipt of a completed application and receipt of official transcripts for such Prospect, including notifying such Prospect by e-mail of their conditional or full acceptance;
 - c) Contact Prospects via email within one (1) business days of University's issuance of a conditional or full acceptance notification to confirm receipt, establish communications with such Prospect, answer Prospect questions, and explain financial aid procedures;
 - d) Deliver to All Campus an Enrollee progress report (the "Report") substantially in the form attached hereto as Schedule B by the close of business on Monday following the end of each week during each academic term containing the name, telephone number, email address of all Enrollees who during the previous week: (i) have failed to attend any of such Enrollee's respective University Programs classes; (ii) have failed to turn in at any of such Enrollee's respective University Programs assignments; or (iii) have scored a "C" or equivalent grade or lower on a University Programs exam, exercise, or major project. Additionally, the Report shall contain information on the registration for the upcoming semester when such information is available. The Reports shall be used by All Campus to perform the Retention Services set forth herein. If the Report is unavailable, All Campus shall be provided access to the school's Student Information System (SIS) or Learning Management System (LMS) to obtain such information on Enrollees.
 - e) At no additional charge by All Campus to University, execute such documents and perform such further acts (including, without limitation, obtaining any consents, exemptions, authorizations, or other actions by, or giving any notices to, or making any filings with, any governmental authority) as may be reasonably required or desirable to carry out or to perform the provisions of this Agreement;
 - f) Monitor the University website and keep up-to-date as to ensure the productivity of the Sub-Domain. University's monitoring shall include:
 - i.) Ensuring that all University Programs-specific areas on the University website, as well as all areas mentioning the University Programs represented by All Campus, admissions, program overviews and tuition details related thereto, "link back" solely to those URLs designated by All Campus, contemplated to be the Sub-Domain;
 - ii.) Removing specific content regarding the University Programs represented by All Campus, including all areas mentioning the University Programs represented by All Campus, admissions, program overviews and tuition details related thereto, from the University website; and
 - (iii.) Linking any "request for information" or "contact information" links related to the University Programs represented by All Campus on the University website solely to those URLs designated by All Campus, contemplated to be the Sub-Domain;
 - g) Grant All-Campus access to any Prospect application systems for the University Programs represented by All Campus and/or provide necessary work-around(s) in the form of batch reports or other methods to be determined by both parties.
 - h) Provide All Campus with composite University email address (e.g., onlinemba@University.edu) and a personal email address for the enrollment specialist(s) (e.g. JohnSmith@University.edu).

5. **Payments:**

- a) **All Campus Fees.** In consideration of Marketing and Retention Services provided by All Campus in respect of any SOW, University shall pay All Campus an amount (the "Fees") equal to the percentage (the "SOW Fee Percentage"), specified in the applicable SOW, multiplied by the aggregate amount of all Tuition and Fees which Enrollees generated by All Campus have become obligated to pay the University in respect of the University Program(s) covered by said SOW, whether or not such Tuition and Fees have been collected by the University; provided, however, that, in respect of every SOW, once every twelve (12) months during the Term of said SOW, and at the expiration or termination of said Term, the University will provide All Campus a statement of reconciliation (subject to confirmation by All Campus), setting forth the aggregate amount of all Tuition and Fees actually collected by University from Enrollees generated by All Campus in respect of said SOW, and, if the product of that amount multiplied by the applicable SOW Fee Percentage exceeds the Fees already paid by University, All Campus shall credit the verified excess amount against Fees next due from the University under said SOW, and, if no new Fees are expected to accrue under said SOW, return that verified excess amount to University. "Tuition" shall be defined as tuition and fees paid or payable directly by or on behalf of the Enrollee to University. University shall provide All Campus with a schedule and volume of all such discounts, which schedule may not be modified without both Parties' mutual agreement thereto.
- b) **Invoice and Payment.** All Campus shall deliver to University a monthly invoice for Fees payable in respect of each SOW and the University Programs thereby covered after the final date upon which Enrollees can "drop" the applicable University Program class ("Drop Date"). University shall pay each invoice within thirty (30) calendar days after the applicable Drop Date, or, upon receipt of the invoice in the event University has been late in payment of any invoice under this Agreement more than once. University will remedy any operational, administrative and/or logistical obstacles that may encumber its ability to timely fulfill its payment obligations. Unless waived by All Campus in writing, University shall pay All Campus, in addition to Fees otherwise due, a surcharge equal to 1% of any amount(s) invoiced and unpaid as of date due (which, for purposes of such surcharge only as applied to invoices due on receipt, shall be deemed to be the thirtieth (30th) calendar day after receipt of the applicable invoice) provided that such invoice remains unpaid for a period of ten (10) business days following written notice of such non-payment.
- c) University shall provide, on a semester/session basis, a report listing the following details:
- i.) the total Enrollees generated by All Campus during the preceding academic term;
 - ii.) the number of credit hours for which each Enrollee has registered and paid during the preceding academic term;
 - iii.) each Enrollee's attending status during the preceding term, e.g.: Attending, Leave of Absence, Dropped, Graduated, or any other applicable status;
 - iv.) the total Fees due All Campus for such period, including any described discounts allowed in connection therewith.
- d) Fees will also be payable to All Campus in accordance with Section 5(a) with respect to Enrollees that suspend the Program, but later resume such Program. The Parties will conduct a reconciliation each academic semester to ensure that there is appropriate recognition for Enrollees generated by All Campus; i.e.: all Enrollees determined in good faith to have been generated in connection with the Marketing and Retention Services provided hereunder by All Campus will be "credited" to All Campus.
- e) Notwithstanding anything contained herein to the contrary, Fees earned prior to the effective date of the expiration or earlier termination of this Agreement, including Fees for Prospect applications submitted, but not fully enrolled, shall be reconciled and paid in accordance with this Agreement, unless otherwise prohibited by any state or federal agency.
- f) As long as this Agreement is in effect and for a period of three (3) years following termination or expiration of this Agreement, University will keep and maintain accurate records and books of account with respect to the business conducted pursuant to this Agreement. As long as this Agreement is in effect and a period of three (3) years thereafter, All Campus will be entitled, once in any given calendar year, and upon at least thirty (30) days prior written notice, through an independent third-party agreed in advance with University, and subject to the independent third-party having executed a non-disclosure agreement with University stating the purpose and scope of the request, to have an audit performed with respect to University's records of the business conducted pursuant to this Agreement solely to verify University's accurate payment of Fees to All Campus. Such audits will be conducted during the University's normal business hours in a manner that does not disrupt the University's business operations and the cost of such an audit will be borne by All Campus; provided, however, that if such external audit indicates a Fee underpayment to All Campus by University: (i) University will promptly issue payment for the Fee balance due; (ii) if such underpayment exceeds \$50,000 (fifty-thousand dollars), University shall reimburse the sum of the audit or legal fees used to conduct

or compel such audit, provided such reimbursement of audit or legal fees, solely related to the audit, shall not exceed \$5,000 in total. If audits require significant University time or operations interruption, the All Campus may be required to pay for costs and expenses as mutually agreed by the Parties. Notwithstanding the foregoing, prior to engaging the services (and cost) of an auditing firm, All Campus and University will first cooperate to attempt to remedy any inquiries mutually and to the satisfaction of both Parties.

- g) For purposes of clarity, records related to Fees for Enrollees shall persist for three years following the termination of the agreement.
- 6. Data Use and Security**
- a) **University Data.** To the extent All Campus shall have access to, use of, or disclosure of University Data, it agrees to the provisions of this Section 6. "Data" means any and all electronic or other information that is in the University's possession and control, and any and all such Data that has been disclosed to All Campus [by University or a Prospect that applies to a University Program]. Data may include but is not limited to, information that is: (i) identified with a specific individual (e.g., "personally identifiable information" or "PII"); (ii) subject to proprietary rights under patent, copyright, trademark, or trade secret law; (iii) privileged against disclosure in a civil lawsuit (e.g., data subject to attorney-client or doctor-patient privileges); (iv) subject to laws, regulations, rules or standards that prohibit or limit disclosure (e.g., the Family Educational Rights and Privacy Act ("FERPA"), the Export Administration Act ("EAR"), the International Traffic in Arms Regulations ("ITAR"), the Genetic Information Nondiscrimination Act ("GINA"), the Gramm-Leach-Bliley Act; and the Payment Card Industry Security Standards Council requirements); or (v) ought in good faith to be treated as sensitive, proprietary, or confidential.
 - b) **Data Security.** All Campus will, and will require any subcontractor to, store and process University Data in accordance with commercial best practices, including appropriate administrative, physical and technical safeguards, to secure such data from unauthorized access, disclosure, alteration and use. Such measures will be no less protective than those used to secure All Campus' own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. All Campus will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing the Marketing and Retention Services under this Agreement. Without limiting the generality of the foregoing, All Campus agrees that it will comply with all state and federal laws relating to data privacy and security, and at all times under the following standards:
 - i. **Network Security.** All Campus shall at all times maintain network security that includes, at a minimum: network firewall provisioning, intrusion detection, and regular third-party penetration testing of the network and all relevant computer/data storage devices. Upon University's request, All Campus agrees to provide University with documentation attesting final results of such testing.
 - ii. **Data Security.** All Campus shall protect and maintain the security of University Data with protection that is commercial best practice. These security measures include maintaining secure environments that are patched and up to date with all appropriate security updates as designated, for example, by Microsoft notification.
 - iii. **Data Transmission.** All Campus shall ensure that any and all transmission or exchange of University Data with University and/or any other parties expressly designated by University shall take place by secure means, e.g., HTTPS or FTPS.
 - iv. **Data Storage.** All Campus shall ensure that any and all University Data will be stored, processed, and maintained solely on designated target servers and that no University Data will be stored on any portable or laptop computing device.
 - v. **Data Encryption.** All Campus shall store and backup University Data as part of its designated backup and recovery processes in encrypted form, using no less than 128 bit key.

- c) **Ownership of Data.** As between All Campus and University, all University Data is the exclusive property of University and its Prospects. All Campus agrees to hold Data in strict confidence. All Campus may use University Data solely for the purpose of providing the Marketing and Retention Services, and shall under no circumstances, sell, lease, assign or sublicense the University Data except as authorized under this Agreement or by the express written permission of University.
- d) **Use of Prospect Information:** All personally identifiable and other information derived in connection with Prospects generated by All Campus hereunder may be used, at all times solely in accordance with the provisions of this Section 6: (i) for purposes of All Campus fulfilling its obligations under this Agreement; and (ii) in connection with other offerings for which such applicable Prospect has consented. All Campus will only deliver personally identifiable and other information regarding Prospects that has been generated and compiled in accordance with applicable federal, state and/or local consumer protection and/or privacy laws, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") collected pursuant to a notice that advised

such Prospects that their personal data was being collected and of the intended uses of such data, in a manner which allows Prospects to either "opt-in" to, or "opt-out" from, the collection and transmission of such data in accordance with the express permission of the Prospects and that does not violate the conspicuous privacy policy or terms of service of the source from which such data is collected, or otherwise violate any the Prospect's privacy rights. Notwithstanding the foregoing, information regarding a Prospect that is received by All Campus, or any parent, affiliate, or subsidiary thereof, from a source other than University and other than as a result of the Marketing and Retention Services contemplated hereunder, is and will remain free of any restrictions provided under this Section 6, even to the extent information received by All Campus is duplicative of any information received in connection with the Marketing and Retention Services. All Campus agrees to maintain industry standard liability insurance and assumes any liability associated with the illegal use or breach of security of aforementioned data solely by All Campus, except to the extent caused by University's gross negligence, willful misconduct, or fraud.

- e) **FERPA.** All Campus acknowledges that in the course of University's use of the Marketing and Retention Services, All Campus may receive, be granted access to or otherwise exposed to, "Education Records" as that term is defined under the Family Education Rights and Privacy Act (FERPA), 20 USC 1232g et seq., and related regulations at 34 CFR Part 99. All Campus acknowledges that for purposes of the Marketing and Retention Services provided pursuant to this Agreement All Campus will be designated as a "school official" with "legitimate educational interest" in University's education records, as those terms are defined under FERPA and its implementing regulations. All Campus shall employ administrative, physical, and technical data security measures sufficient to meet the requirements of FERPA and any other applicable federal and state laws. All Campus further represents that (i) it will only allow employees and subcontractors who have a legitimate educational interest, in the course of providing the Marketing and Retention Services to University, access to the Educational Records and University Data, provided that such employees and subcontractors agree to retain the confidentiality of such information; and (ii) it will not use the Education Records or University Data for any purpose other than the purposes or providing the Marketing and Retention Services to University. In addition, All Campus shall make reasonable attempts to comply with the privacy and other policies of University with respect to All Campus' use of University Data provided that University provides All Campus with specific written guidelines with respect to such use. These obligations shall survive the termination or expiration of this Agreement, order forms or related agreements.
- f) **Notice of Data Breach.** All Campus shall immediately report in writing to University any network breach and/or use or disclosure of University Data not authorized by this Agreement, including any reasonable belief that unauthorized access to University Data has occurred. All Campus shall make the report to University not less than two (2) business days after All Campus reasonably believes that there has been such unauthorized use or disclosure. All Campus' report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the network element(s) and/or University Data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what All Campus has done, or shall do, to mitigate any negative effect of the unauthorized disclosure; and (v) what corrective action All Campus has taken, or shall take, to prevent future unauthorized use or disclosure. All Campus shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information, or any other event requiring such notification (a "Notification Event"). University may, in its sole discretion, choose to provide notice to any or all parties affected by a network or data breach, but All Campus shall reimburse University for its costs in providing any credit monitoring or similar services that are necessary as a result of any network or data breach.
- g) **Destruction of Data Upon Termination.** Upon termination or expiration this Agreement, All Campus shall return or destroy University Confidential Information promptly and appropriately. Transfer to University or a third party designated by University shall occur within a reasonable period of time, and without significant interruption in service. All Campus shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of University or its transferee, and to the extent technologically feasible, that University will have reasonable access to its data and the data of its students during the transition.
- h) **Confirmation of Data Security.** All Campus shall have an independent review, by internal or external auditors, of administrative, physical and technical policies and procedures and technological mechanisms comprising its security risk management program no less than annually, in accordance with industry standards, such as a Statement on Standards for Attestation Engagements No. 16 ("SSAE16") with respect to All Campus' provision of the Marketing and Retention Services, report and shall cure such deficiencies in a timely manner. All Campus shall provide University with a copy of such reports, at University's request.

7. Intellectual Property:

- a) University hereby grants to All Campus a worldwide, nonexclusive, limited, royalty-free, non-sub-licensable, and non-transferable license to use, reproduce and display any domain names, trademarks, service marks, logos, and or the like (collectively, "**Marks**"), for the sole purpose of performing the Marketing and Retention Services under this Agreement. All Campus agrees that the use of the Marks pursuant to this Agreement shall be of the same or higher quality as those uses currently being offered by All Campus and shall be in accordance with any other specifications and standards that may be communicated by University to All Campus from time to time. All advertising, promotion and other uses of the Marks will be in good taste and in such manner as will maintain and enhance the value of the Marks and the reputation for high quality associated with the Marks. All Campus shall not use, or shall discontinue use, of the Marks in any way that University has expressly disapproved.
- b) All right, title and interest in and to a Party's Marks will remain the exclusive property of such Party. No rights to a Party's Marks, other than the limited license and use rights expressly provided for hereunder, are granted to the other by virtue of this Agreement.
- c) Each Party represents and warrants that: (a) it has duly registered its Marks to be utilized as contemplated in this Agreement with all applicable authorities and/or possesses all necessary rights in and to such Marks to use, and/or grant a license to use, such Marks and (b) the materials (including the Marks) which it may provide hereunder, do not and will not knowingly infringe upon or violate (i) any U.S. copyright, patent, trademark or other proprietary right of any third-party, (ii) any applicable law, regulation or non-proprietary right of a third-party.
- d) The Parties agree that they will not: (i) in any way contest or deny the validity of, or the right, title or interest of the other in or to, the other's Marks or encourage or assist others directly or indirectly to do so, in either case during the term of this Agreement or thereafter; (ii) use any configuration, trademark, service mark, trade name or other design, symbol, designation or logo confusingly similar to the other's Marks; (iii) in any way alter the look or presentation of the other's Marks (including but not limited to, any change in text, graphics, color, size or position), except as may be necessary for integration on the various websites herein and subject to the other Party's approval. Both Parties agree not to register or attempt to register the other Party's Marks as a trademark, service mark, Internet domain name, trade name, or any similar trademarks or name, with any domestic or foreign governmental or quasi-governmental authority which would be likely to cause confusion with the other Party's Marks.
- e) The licenses granted under this Section 7 will automatically and immediately terminate upon the effective date of the expiration or termination of this Agreement, provided, however, that this Agreement to discontinue use will not be deemed violated as a result of any promotional materials disseminated prior to the effective date of such termination and that nothing contained herein will require University to refuse any application submitted by a Prospect.

8. Indemnification: To the extent allowable by law, each Party (the "**Indemnifying Party**") will indemnify, defend and hold harmless the other Party, its trustees, affiliates and subsidiaries and its and their respective directors, officers, employees and agents (collectively, the "**Indemnified Party**") from and against any and all third-party claims, suits, actions, loss, cost, damage, liability, or other expense resulting from the actual or alleged breach of any obligation, representation or warranty of the Indemnifying Party under this Agreement or from the actual or alleged negligent or wrongful acts or omissions of the Indemnifying Party or the Indemnifying Party's directors, officers, employees, or agents taken in connection with this Agreement, provided that the Indemnified Party will give the Indemnifying Party prompt written notice of any claim for indemnification hereunder and provided further that the Indemnified Party will permit the Indemnifying Party to control the defense or settlement of any such claim or cause of action (utilizing counsel reasonably satisfactory to the Indemnified Party). The Indemnified Party will provide full information and reasonable assistance to the Indemnifying Party as required to settle or defend any such claim. The Indemnifying Party will permit the Indemnified Party to monitor any defense or settlement conducted by the Indemnifying Party and the Indemnifying Party will not settle any such claim without the Indemnified Party's prior written approval (not to be unreasonably withheld in light of the nature of the claim) provided, however, that any such settlement includes a full and unconditional release of the Indemnified Party by the claimant.

9. Limitation of Liability: NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOSS OF REVENUE, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY SOW OR FROM ANY ASPECT OF THE RELATIONSHIP DESCRIBED HEREIN. IN ADDITION, A PARTY'S TOTAL LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT, OR OTHERWISE,

ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SOW SHALL NOT EXCEED THE TOTAL COMPENSATION PAID OR PAYABLE TO ALL CAMPUS BY UNIVERSITY UNDER THE APPLICABLE SOW IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ASSERTION OF THE RELEVANT CLAIM. THE FOREGOING LIMITATIONS SHALL NOT LIMIT EITHER PARTY'S (A) PAYMENT OBLIGATIONS UNDER THIS AGREEMENT; (B) INDEMNIFICATION OBLIGATIONS HEREUNDER; (C) LIABILITY FOR ANY BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER; (D) LIABILITY FOR ITS INFRINGEMENT OR MISAPPROPRIATION OF ANY PROPRIETARY RIGHTS OF THE OTHER PARTY; (E) LIABILITY FOR ITS GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT; (F) LIABILITY FOR BREACH OF ALL CAMPUS' DATA SECURITY OBLIGATIONS UNDER SECTION 6; OR (G) LIABILITY FOR BREACH OF ALL CAMPUS' ACCESSIBILITY OBLIGATIONS UNDER SECTION 10(d).

10. Representations and Warranties of All Campus:

- a) All Campus: (i) is duly incorporated, validly existing, and in good standing under the laws of the jurisdiction in which it is incorporated; (ii) is duly qualified to transact business and is in good standing as a foreign corporation in each jurisdiction where the nature and extent of its business and properties require due qualification and good standing; (iii) possesses all requisite authority, permits and power to conduct its business as is now being or is contemplated by this Agreement to be conducted; and (iv) at all times hereunder will comply with all applicable laws, rules and regulations including, but not limited to, statutes, rules, regulations and ordinances of any governmental body or accrediting body relating or applicable to it and/or University in connection with the agreements, understandings and transactions contemplated under this Agreement, and that, to the extent names and other information are collected from third-parties in connection with this Agreement or the services contemplated herein, such will be protected from unauthorized access, destruction, use, modification or disclosure and that All Campus will comply with all applicable local, state and federal law and regulation concerning privacy, data collection, and/or data access, use or disclosure.
- b) This Agreement will, upon execution and delivery by all Parties thereto, constitute a legal and binding obligation of All Campus, enforceable against All Campus according to its terms.
- c) All Campus is not subject to, or aware of the threat of, any litigation that is reasonably likely to be determined adversely to it and that, if so adversely determined, would have a material adverse affect on its financial condition and no outstanding or unpaid judgments against All Campus exists.
- d) All Campus warrants that (i) web-based EIT (as defined herein) products provided under this Agreement conform to level AA of the web content accessibility guidelines 2.0 ("WCAG 2.0 AA") and (ii) non-web-based EIT meets or exceeds the applicable accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. All Campus agrees to indemnify and hold harmless University from any claims arising out of its failure to comply with the foregoing accessibility standards.

In the event EIT provided under this Agreement does not fully conform to the to the standards set forth above, All Campus will promptly advise University in writing of the nonconformance and provide detailed information regarding the plans to achieve conformance, including but not limited to an intended timeline. All Campus' point of contact for accessibility issues identified by University (the "Accessibility Coordinator") is:

Name: Pranu Bhargava
Email: accessibility@allcampus.com
Phone: 312-525-3100

The Accessibility Coordinator will promptly respond to University's complaints regarding accessibility of All Campus' products or services, and any such response will not exceed 24 hours on business days. Failure to comply with these accessibility standards shall constitute a breach of this Agreement.

"*Electronic and Information Technology*" or "*E/I/T*" is information technology and any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information. The term electronic and information technology includes, but is not limited to, telecommunications products, information kiosks and transaction machines, Internet and Intranet websites, web-delivered content, software, electronic books and electronic book reading systems, search engines and databases, multimedia, classroom technology, and office equipment.

11. Representations and Warranties of University:

- a) University: (i) is duly incorporated, validly existing, and in good standing under the laws of the jurisdiction in which incorporated; (ii) is duly qualified to transact business; and (iii) possesses all requisite authority, permits and power to conduct its business as is now being, or is contemplated by this Agreement, conducted.
- b) The execution and delivery by University of this Agreement and the performance by it of its obligations hereunder: (i) are within its corporate power; (ii) have been duly authorized by all necessary corporate action; (iii) except for any action or filing that has been taken or made on or before the date of this Agreement, require no action by or filing with any government agency; and (iv) do not violate any provision of its articles of incorporation or bylaws.
- c) University will, at all times relevant hereunder, comply with all applicable laws, including, but not limited to, statutes, rules, regulations and ordinances of any governmental body relating or applicable to it hereunder in connection with the agreements, understandings and transactions contemplated under this Agreement, and that, to the extent names and other information is collected from third-parties in connection with this Agreement or the services contemplated herein, such will be protected from unauthorized access, destruction, use, modification or disclosure and that University will comply with all applicable local, state and federal law and regulation concerning privacy, data collection, and/or data access, use or disclosure.
- d) This Agreement will, upon execution and delivery by all Parties thereto, constitute a legal and binding obligation of University, enforceable against University according to its terms.
- e) University is not subject to, or aware of the threat of, any litigation that would have a material adverse effect on its financial condition and no outstanding or unpaid judgments against University exists that would have a material adverse effect on its financial condition.

12. Amendments and Assignment: This Agreement, including any SOW, may be amended, supplemented or modified only by written instrument duly executed by University and All Campus. Neither Party will assign this Agreement without the written consent of the other Party, which will not be unreasonably withheld; provided however, All Campus may assign this Agreement without the consent of, but with notice to, University, in the event of an internal reorganization or a merger, acquisition or sale of all or substantially all of All Campus's assets or the All Campus business to which this Agreement relates.

13. Confidentiality:

- a) The Parties acknowledge and agree that the terms of this Agreement and all information provided to or in connection with either Party's performance under this Agreement will be considered confidential and proprietary information (the "Confidential Information") and will not, except as expressly permitted hereunder, be disclosed to any third-party, without the prior written consent of the Party providing the Confidential Information (the "Disclosing Party"). Confidential Information will include, but is not limited to: (i) the terms of this Agreement; (ii) marketing strategies and targeting methods; (iii) business objectives and strategies; and (iv) techniques and technical, developmental, cost and processing information.
- b) During the Term and for a period of five (5) years after the effective date of the expiration or earlier termination of this Agreement, a Party receiving such Confidential Information (the "Receiving Party") will use the Confidential Information only for the purpose of performing the terms of this Agreement or as otherwise permitted hereunder. A Receiving Party will ensure that only its employees, authorized agents, or subcontractors who need to know Confidential Information to perform obligations provided for under this Agreement will receive Confidential Information and that such persons agree to treat such information as confidential as provided herein. The Parties will exercise the same degree of care in safeguarding and protecting the confidentiality of the Disclosing Party's Confidential Information that the Receiving Party exercises with respect to its own Confidential Information, but in no event less than a reasonable degree of care.
- c) The obligations hereunder with respect to Confidential Information of the other Party will not apply to Confidential Information that: (i) either Party or its personnel already know at the time it is disclosed as shown by their written records and which is not otherwise subject to an independent obligation of confidentiality with respect thereto; (ii) is or becomes publicly known without breach of this Agreement; (iii) either Party lawfully receives from a third-party authorized to disclose it without restriction; (iv) either Party, its agents or subcontractors, develops independently without use of Confidential Information; or (v) which a Receiving Party is required by law, regulation, subpoena or similar process, or by court or governmental agency order to disclose, in which case the Receiving Party will, prior to any disclosure of such requested information, (to the extent not legally prohibited from so doing) withhold all information the Receiving Party determines is exempt from disclosure under relevant

statute or give prompt written notice to the Disclosing Party, in order to allow the Disclosing Party to seek a protective order or similar remedy prior to the Receiving Party's disclosure of such information. In the event that such protective order or other remedy is not obtained, or a Disclosing Party waives compliance with this Section 13(c), the Receiving Party will furnish only that portion of the other's Confidential Information which it is advised by counsel is legally required and, and if so requested by the Disclosing Party, will, at the expense of the Disclosing Party, exercise reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded to such information.

- d) Each Receiving Party agrees that any unauthorized use or disclosure of the other's Confidential Information may cause immediate and irreparable harm to the Disclosing Party for which money damages may not constitute an adequate remedy. In that event, each Party agrees that injunctive relief may be warranted in addition to any other remedies the Disclosing Party may have. In addition, the Receiving Party agrees promptly to advise the Disclosing Party in writing of any misappropriation, or unauthorized disclosure or use by any person of the Confidential Information which may come to its attention and to take, at its own expense, all steps reasonably requested by the Disclosing Party to limit, stop or otherwise remedy such misappropriation, disclosure or use.
- e) Upon either Party's demand, or upon the termination of this Agreement, the Parties will comply with each other's reasonable instructions regarding the disposition of Confidential Information which may include return of any and all Confidential Information (including any copies or reproductions thereof) and to destroy any materials produced or created by the Receiving Party based upon or incorporating such Confidential Information. Such compliance will be certified in writing, including a statement that no copies of Confidential Information have been kept (except as may be legally required).

14. General Provisions

- a) **Independent Contractors.** All Campus and University are independent contractors of one another. No provision herein will be construed to constitute either Party as the agent, joint venturer, servant, employee or partner of the other and no Party hereto will make any representations (written or otherwise) that implies or suggests that any such relationship exists. Each Party is responsible for the payment of compensation to its own employees as well as taxes, insurance premiums, and other business expenses related to its performance under this Agreement.
- b) **Entire Agreement.** This Agreement constitutes the complete and entire statement of the terms and conditions between the Parties and supersedes all previous and contemporaneous agreements, proposals and communications, written or oral, with respect to the subject matter of this Agreement. No amendment to or modifications of this Agreement will be effective unless such amendment or modification is in writing and properly executed by both Parties.
- c) **Notices.** All notices and other communications (collectively, a "Notice") will be in writing and will be deemed to have been duly given if delivered (i) by hand, (ii) sent by any recognized overnight express mail service (next day delivery against receipt), (iii) certified or registered mail (in each case, return receipt requested, postage prepaid), or (iv) facsimile or e-mail of a PDF document to the other Party as follows:

If to All Campus:
All Campus, LLC
Attn: Joseph Diamond
30 S Wacker Drive, Suite 1650
Chicago, IL 60602
Email: jdiamond@allcampus.com

If to University:
Michigan State University
Attn: Jeff Grabill or Jerry Rhead
619 Red Cedar Road
D101 Wells Hall
East Lansing, MI 48824
E-mail: [REDACTED] or [REDACTED]

A Notice will be effective upon delivery.

- d) **Counterparts; Facsimiles.** This Agreement may be executed in any number of identical counterparts, which may be delivered by facsimile, notwithstanding that the Parties have not signed the same counterpart, with the same effect as if the Parties had signed the same document. All counterparts will be construed as and constitute one and the same agreement.
- e) **Survival.** In the event of the termination or expiration of this Agreement, the provisions of this Agreement that by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections 4(c), 5, 6, 8, 9, 13, 14(c), (f) and (g) hereof, will remain in effect beyond such termination or expiration until fulfilled.
- f) **Governing Law/Waiver of Jury.** This Agreement will be governed by the laws of the State of Michigan, without regard to the conflicts of law principles of such State.
- g) **Disputes.** In the event of a dispute between the Parties as to this Agreement, and as ordered by a court of competent jurisdiction, the prevailing Party shall be entitled to recover reasonable attorneys' fees and reasonable costs from the non-prevailing Party.
- h) **Insurance.** All Campus agrees to maintain during the Term, cyber liability insurance covering loss arising out of or in connection with loss or disclosure of confidential information or personally identifiable information, in a minimum amount of two million dollars (\$2,000,000.00) per loss; commercial general liability insurance with a per occurrence coverage limit of not less than one million dollars (\$1,000,000.00) and an aggregate annual coverage limit of two million dollars (\$2,000,000.00); worker's compensation and employers liability insurance, with statutory limits for workers' compensation; and an umbrella policy of insurance coverage with limits of not less than ten million dollars (\$10,000,000.00) per occurrence. All Campus shall provide for notification to University within at least thirty (30) days prior to expiration or cancellation of such insurance. Compliance with the foregoing requirements as to carrying insurance and furnishing evidence of it will not relieve the All Campus of its liabilities and obligations under the Agreement.
- i) **Waiver, Severability, Amendment, Headings.** The waiver by either Party of a breach of or right under this Agreement will not constitute a waiver of any other or subsequent breach or right. The waiver of one breach or default under this Agreement will not constitute the waiver of any subsequent breach or default. All waivers must be in writing. If any provision of this Agreement will be held by a court of competent jurisdiction to be contrary to law, that provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions will remain in full force and effect. The headings in this Agreement are included for convenience of reference and will not affect or be considered in the interpretation or construction of any provision of this Agreement.
- j) **Rights of Third Parties.** Nothing herein will be construed to be to the benefit of or enforceable by any person or entity other than the Parties hereto.
- k) **Publicity.** Each Party will submit to the other Party, for its prior written approval, which will not be unreasonably withheld, any press release or any other public statement regarding the relationship contemplated hereunder;. Notwithstanding the foregoing: (i) either Party may issue disclosures as required by law or as reasonably advised by legal counsel without the consent of the other Party, and in such event, the disclosing Party will provide at least five (5) business days prior written notice of such disclosure; and (ii) University agrees that All Campus may, in connection with any marketing materials, and presentations: (A) identify University as a client and describe the services provided hereunder and/or (B) display or incorporate some or all of the elements of University Marks in such documentation as provided in Section 7 of this Agreement.
- l) **Representation by Counsel.** Each Party to this Agreement has been represented by counsel in preparing and negotiating this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

MICHIGAN STATE UNIVERSITY

By _____

Name June P. Youatt

Title Provost and Executive Vice President,
Academic Affairs

ALL CAMPUS LEC

By Joe D

Name Joe Diamond

Title CEO

[REDACTED] 7-24-2018

OFFICE OF THE GENERAL COUNSEL DATE

APPROVED AS TO FORM

Exhibit A**STATEMENT OF WORK #1****ALL CAMPUS, LLC - MARKETING AND RETENTION SERVICES AGREEMENT**

UNIVERSITY:	Michigan State University
SOW EFFECTIVE DATE:	<u>July 1, 2018</u>
UNIVERSITY PROGRAM(S):	Master of Mechanical Engineering online Master of Electrical Engineering online Master of Civil Engineering online
INITIAL TERM	From the Effective Date through the completion of the Spring 2027 academic semester
UNIVERSITY PROGRAM(S) INITIAL SEMESTER START DATE(S):	Master of Mechanical Engineering online: Spring 2019 Master of Electrical Engineering online: Spring 2019 Master of Civil Engineering online: Summer 2019 University may change University Program(s) initial semester start dates by giving All Campus written notice.
RENEWAL TERM	If Minimum # of Enrollees are met during the Initial Term, SOW #1 automatically renews for 2 additional years through the completion of the Fall 2028 academic semester
MINIMUM # OF ENROLLEES:	882 new student Enrollees through the completions of the Fall 2026 academic semester across University Programs
FEE PERCENTAGE:	28.5%
ADDITIONAL OR DIFFERING TERMS (IF ANY):	

IN WITNESS WHEREOF, the University and All Campus have executed this Statement of Work as of the Effective Date specified above.

MICHIGAN STATE UNIVERSITY

By _____
Name/Title: _____

ALL CAMPUS, LLC

By _____
Name/Title: _____
Joe Dignon CPO

Exhibit A

STATEMENT OF WORK #2

ALL CAMPUS, LLC - MARKETING AND RETENTION SERVICES AGREEMENT

UNIVERSITY:	Michigan State University
SOW EFFECTIVE DATE:	<u>July 1, 2018</u>
UNIVERSITY PROGRAM(S):	Master of Computer Engineering online Master of Computational Mathematics Science and Engineering online Master of Applied Mathematics online
INITIAL TERM	From the Effective Date through the completion of the Spring 2027 academic semester
UNIVERSITY PROGRAM(S) INITIAL SEMESTER START DATE(S):	Master of Computer Engineering online: TBD Master of Computational Mathematics Science and Engineering online: TBD Master of Applied Mathematics online: TBD University may change University Program(s) initial semester start dates by giving All Campus written notice.
MINIMUM # OF ENROLLEES:	364 new student Enrollees through the completions of the Fall 2026 academic semester across University Programs
FEES PERCENTAGE:	28.5%
ADDITIONAL OR DIFFERING TERMS (IF ANY):	

IN WITNESS WHEREOF, the University and All Campus have executed this Statement of Work as of the Effective Date specified above.

MICHIGAN STATE UNIVERSITY

By _____
Name/Title: _____

ALL CAMPUS, LLC

By _____
Name/Title: _____

Schedule A

Enrollment Criteria

Schedule B

Enrollee Progress Report

First name / Last name

Student ID

Program of Study

Student status (active vs. LOA, etc.)

Courses registered by term (also students who aren't registered yet)

Courses completed by term

Student last login / discussion participation

Class progress (how student is doing in current course on quizzes, assignments)

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Schedule C

Retention Services

- Orientation for new incoming students
- Welcome Packet
- Call and email students about upcoming registration dates; assist with registration for classes
- Work with students requesting LOA
- Work with students in need of intervention and/or additional support
- Call and email for check-ins with at-risk students identified by faculty
- Monitor course activity and attendance regarding student engagement/participation; follow-up with students or faculty as necessary
- Follow-up with those on Leave of Absence to encourage return to program and completion

028383.0063:25882195.1

025046.0003:26075443.2

CONFIDENTIAL

**BISK EDUCATION, INC. AND
MICHIGAN STATE UNIVERSITY
AMENDED AND RESTATED
SERVICES AND LICENSING
AGREEMENT**

AMENDED AND RESTATED SERVICES AND LICENSING AGREEMENT

This Amended and Restated Services and Licensing Agreement (the "Agreement") is entered into as of April 12, 2021 (the "Effective Date") by and between Bisk Education, Inc., a Florida corporation ("Bisk") and Michigan State University, a Michigan public institution of higher education ("MSU" and together with Bisk, the "Parties"), and amends and restates the parties' Services and Licensing Agreement dated as of June 22, 2011, as amended and supplemented from time to time (collectively, the "Prior Agreement"). The parties desire that this Agreement supersede entirely the Prior Agreement as of the Effective Date of this Agreement, provided, that any outstanding Program Addenda (as defined in the Prior Agreement) executed by the Parties prior to the date of this Agreement shall remain in full force and effect as "Programs" hereunder and be governed by this Agreement.

Background

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

MSU is a public educational institution accredited by the Higher Learning Commission ("HLC"). MSU offers undergraduate and graduate degrees and certificates through traditional classroom instruction at degree granting colleges; and

MSU desires to offer certain undergraduate and graduate degrees and certificates (individually titled "Programs") via online learning with the assistance of Bisk, and Bisk desires to provide its expertise and resources to facilitate the offering of MSU Programs online; and

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

Definitions

Academic Content. MSU content provided by MSU or its faculty, which serves as the basis for development of the Course Media. Academic Content may include, without limitation, a syllabus that contains the Course objectives, module outcomes, reading assignments, self-directed homework assignments and associated textual materials (i.e. slides or other materials) and assignments. Academic Content may also include without limitation the Internet or computer software used by MSU or its faculty to create or deliver the content to Bisk. In addition, Academic Content may also include without limitation assessment materials such as writing assignments and/or a bank of test questions for administering quizzes and tests.

Addenda/Addendum. Attachment(s) to this Agreement each describing a specific Program within the Offering, the terms of which are mutually agreed between the parties. Addenda shall at a minimum include all outstanding Program Addenda executed prior to the date of this Agreement.

Bisk Material means all preexisting materials owned or otherwise licensed or provided by Bisk and any materials developed by Bisk independent of its obligations under this Agreement.

Course. An online class offered as part of a Program.

Course Media. Media that may include, but not be limited to, Internet and computer software, video lectures or tutorials, multi-media, textbooks and audio lectures, and mobile formats including MP3 and MP4, containing educational and instructional tools and materials devised by Bisk learning experience designers and technical staff, using Bisk Material and/or adapted MSU Academic Content, designed to deliver Offering Courses in a distance education format. For example, a graphic that is created by Bisk for use in a Course from slides of content provided by MSU faculty shall be deemed Course Media, while the slides of content provided by MSU faculty shall be deemed Academic Content. All Course Media is subject to MSU's review and approval, which review shall not be unreasonably withheld or delayed.

Cross-over Students. Students enrolled at MSU in a program area not supported by Bisk, but who are taking Courses in a Program offered as part of the Offering (i.e. in conjunction with Bisk).

Dual Enrolled Student. A student who is concurrently enrolled in the Offering and in another program at MSU.

Initial Enrollment Date. With respect to each Addendum, the Initial Enrollment Date is the date of enrollment for the first student in the Program.

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

Module. A portion of an online Course that has specific and defined characteristics.

Offering. The collective set of online Programs, Courses and Modules already existing and to be designed, developed and/or already delivered by MSU through Bisk as defined through Addenda.

Parties. The parties to this Agreement.

Program. The specific combination of online Courses and Modules offered as certificates or degrees as described in an Addendum hereunder or in a Program Addendum (as defined in the Prior Agreement).

Term. The term of the Agreement.

Term of Enrollment. The portion of an MSU fall semester, spring semester, or summer semester, which constitutes the length of a Course.

ARTICLE I. **THE OFFERING**

Section 1.1 **Form of Agreement.** This Agreement is a services and licensing agreement between Bisk and MSU. MSU and Bisk shall provide the resources outlined in this Agreement to support each online Program that is detailed in the Addenda.

Section 1.2 Adding Programs. It is the intent of the parties that certain Colleges and Departments at MSU shall, with the approval of the Provost, decide which Programs they wish to offer and propose such additions to Bisk in writing. Bisk shall, at its sole option, make a determination which Programs it agrees to support pursuant to the Agreement, and respond accordingly in writing. Each Program shall be reflected in an Addendum to this Agreement, in substantially the form as Exhibit A attached hereto. The Addendum shall include a description of the new Program and articulate terms, conditions, policies and responsibilities that are not addressed herein. Each Addendum shall be effective upon execution by the Dean of the College that proposes to offer the online Program, MSU's Provost and an authorized Bisk representative. All Programs shall be subject to the terms and conditions of this Agreement.

Section 1.3 Course Delivery Format. Bisk will use reasonable efforts to support class start formats, as mutually agreed upon with MSU and its respective Colleges and Departments, which will be stated in the Addenda.

ARTICLE II

ADMINISTRATIVE RESPONSIBILITIES

Section 2.1 General Administrative Responsibilities. MSU and Bisk shall jointly be responsible for the success and quality of the Offering, subject to the applicable requirements of the HLC or other applicable accrediting agencies. Specific functions shall be the primary responsibility of one or both as set forth below. MSU responsibilities are indicated by the notation "MSU"; Bisk responsibilities are indicated by the notation "BE"; and joint responsibilities are indicated by the notation "MSU/BE".

Section 2.2 Offering Development Resources; Management (MSU/BE). Following signing of each new Addenda, MSU and Bisk shall conduct a comprehensive Offering launch meeting at which the parties will develop joint expectations and map the development process, including expectations for subsequent meetings and key milestones relating to the Programs in such new Addenda. The Programs the parties intend to offer will be attached in the Addenda. MSU and Bisk shall each appoint a representative to serve as the primary point of contact during the development of the Offering through its launch. Each of the parties shall allocate sufficient resources and staff to ensure successful development and timely launch of the Offering, including any subsequent additions to the Offering by Addendum. Bisk shall consult with MSU as necessary on the allocation or addition of MSU resources and the procedures required to launch and maintain an online Program. MSU participating staff, including for any subsequent additions to the Offering, shall include, but not be limited to, representatives from the academic, administrative, financial and technology departments, as required based on the Programs offered. Bisk participating staff shall include learning experience design, client services, enrollment management, financial services, marketing services and technology services, as required based on the Programs and services offered. Each party will continue to make these resources, and additional resources as these become necessary, available on an ongoing basis during the Term to ensure the success of the Offering. Specifically, each party shall provide one or more dedicated representatives (each a "Program Director") to manage the Offering during the Term, and adequate staff to maintain communications and handle administrative and student issues as they arise, including each MSU department providing a Departmental Program Manager for its Programs (the Departmental Program Manager may also be the Advising Faculty described below). Such Program Directors shall participate in at least monthly conference calls and shall also meet in person at least once per year to review Offering activity and joint plans for the

coming year. Program Directors shall participate in program performance reviews, as may be scheduled by the parties from time to time.

Section 2.3 Faculty (MSU).

(a) All faculty involved in degree programs in the Offering shall be MSU employees. Otherwise, all other faculty, instructional staff or support shall be approved by MSU and meet relevant university requirements. MSU shall be responsible for evaluating, retaining, supervising and compensating such faculty. MSU retains the sole right to hire and dismiss all faculty. Faculty participating in the Offering shall include:

(i) Developing Faculty. “Developing Faculty” shall be subject matter specialists who, using Academic Content, shall develop and present the Course lectures and other associated content on video and/or other multimedia formats to create all Course Media necessary to satisfy all Program academic requirements. The College or its respective Department shall assign Developing Faculty upon consultation with Bisk; Bisk's input shall be strictly limited to evaluating the Developing Faculty's presentation skills in the context of online delivery and shall not extend to the Developing Faculty's academic qualifications or the subject matter of the lectures.

(ii) Online Faculty. “Online Faculty” shall be the College or Department faculty of record for students who are enrolled in a given Course. Online Faculty shall be assigned to students who are enrolled in a Course, and shall communicate with such students through voice mail, message board, chat room, video conference, e-mail, and other forms of communication as needed. Online Faculty shall be responsible for guiding students toward completion of Course requirements. Online Faculty shall also evaluate all student work, and award grades for Course work according to MSU policies, guidelines and standards. Students in the Offering will be assigned an Online Faculty member for each Course in which they are enrolled, with faculty to student ratios varying based on whether the Course is not-for-credit or for-credit, and whether the student is seeking a degree. In any event, Online Faculty to student ratios shall not materially differ from the ground-based faculty to student ratios at MSU.

(iii) Advising Faculty. “Advising Faculty” in the Offering shall be selected for their disciplinary expertise to complement each Program. They shall be responsible for (1) regular assessment of their Program; (2) the supervision of Online Faculty and staff; (3) student advising within specific disciplines of the Offering; (4) communication with students as reasonably required by student demand; and (5) other pertinent issues as may be appropriate to maintaining the academic quality of each Program or as assigned by the related Faculty Chair or academic administrator of each Program.

(b) Faculty Standards. All Offering Faculty shall meet MSU's academic standards for faculty.

(c) Faculty Training; Expectations. All Online Faculty shall complete training and orientation to prepare them to teach in the Offering. When Bisk's LMS is used, Bisk shall provide MSU with its LMS online training Modules, which shall be customized to incorporate MSU and Department branding, standards and procedures, and which shall also include distance education best practices. If MSU's instance of a Third Party LMS is used, MSU shall make available and provide training to faculty on MSU's platform.

Section 2.4 Course Media Design and Production (MSU/BE). Each Course shall have a curriculum development team made up of MSU Developing Faculty and Bisk learning experience design personnel. The development team shall be responsible for adapting MSU Academic Content to

appropriate online learning methodologies and formats in order to develop the Course Media. MSU shall be responsible to align curriculum to any standards of accrediting bodies, organizations, or societies as applicable. Bisk shall provide MSU with its online Course development guidelines. Bisk shall provide MSU with a program plan and course development and redevelopment plans and establish timelines for completion in accordance with agreed launch dates. MSU Developing Faculty shall deliver the lectures. The production of the Course Media shall be the responsibility of Bisk learning experience designers and technology staff, with the guidance and approval of the MSU Developing Faculty. The location of the production of the Course Media shall be at MSU's facilities or at the facilities of a third party designated by MSU. When MSU's or a third party's production studio is utilized, MSU is solely responsible for all costs and expenses of the MSU or third-party production studio and related costs associated with production. Alternatively, the parties may agree to use Bisk's facilities in Tampa, Florida. If Bisk's facilities are used, MSU shall pay for all faculty travel and expenses to and from Bisk's facilities. MSU shall be responsible for providing Bisk with copies of any raw files from the MSU or third-part production studio.

Course Media for each Course shall fulfill all MSU curriculum requirements. Course Media design regularly involves: (1) establishing the rationale for the Course, including the overall educational goals; (2) identification of intended learning outcomes; (3) ideas and skills to be learned in the Course; and (4) an instructional plan for each learning segment. MSU faculty and staff will work closely with Bisk staff to assist Bisk in designing Course Media to meet the outcomes of the Offering. In order to accomplish this goal, MSU and Bisk shall work together to: (i) adapt the Course requirements and content into Course Media formats which satisfy MSU degree and certificate requirements, and (ii) design specific format and Course components.

Section 2.5 Delivery Technology (BE).

(a) In the event that a LMS developed and owned by Bisk ("Bisk LMS") is used to offer the Program, Bisk shall be solely responsible for designing, building, contracting for, hosting, maintaining and managing all required computer code, databases, hardware, software, networks, and other functionality necessary to deliver the Program, including enrollment, course delivery, electronic communications and testing. This shall specifically include adapting and installing Program-specific versions of the Bisk LMS. In addition, in such event Bisk shall be responsible for acquiring an appropriate domain name(s) and thereafter hosting the DNS (domain name service) and code comprising the Program website(s) and the Bisk LMS along with all Course Media on Bisk's servers. The parties agree to work together to develop necessary integrations with MSU systems and Bisk systems to ensure efficient Program operations.

(b) If the parties agree to use an LMS provided by a third party, such as D2L ("Third Party LMS"), to deliver a Program or specific courses, then the following terms shall apply:

1. The parties shall determine who shall be responsible for building, contracting for, hosting, maintaining, and managing all required computer code, databases, hardware, and other functionality necessary to deliver the Programs or Courses, including retention, course delivery, electronic communications and testing functions.

2. To the extent practicable, Bisk shall provide technical support in the same manner and during the same hours as it does for its own LMS; provided, however, Bisk shall not provide technical support with respect to items that Bisk would no longer have access or control as a result of the Third Party LMS or where such Third Party LMS is an instance controlled by MSU. MSU will

provide appropriate access to the Third Party LMS to Bisk staff, as well as appropriate orientation and associated documentation. The parties shall work together to implement a reasonable, revised process for registration and uploading of Program students on the Third Party LMS, and a reasonable verification process, for purposes of Bisk completing the financial reconciliation for each term.

3. The parties shall work together to establish necessary service levels, reports and/or access to the Third Party LMS to facilitate Bisk's required interactions with Program students to fulfill its responsibilities. At a minimum, Bisk requires visibility concerning the number of logins per student per Course, login dates, first and last login date, and course status (removed, withdrawn, etc.). MSU and Bisk shall agree on a process by which MSU shall make this information available to Bisk as needed and MSU shall provide Bisk with appropriate access to any systems or environments, including, without limitation, the Third Party LMS, in order to facilitate any integration required by Bisk. MSU shall in its sole discretion determine if official grade information will be made accessible to Bisk. MSU shall make reasonable effort to provide Bisk with course evaluation data or summaries or permit alternative data collection options in the event that Bisk learning experience design services are used for the creation and continuous improvement of courses.

4. The Third Party LMS shall provide certain notifications to students as agreed to by the parties.

Section 2.6 Copyright Clearances and Talent (MSU/BE).

(a) MSU shall obtain, at its expense, all copyright assignments, licenses or permissions necessary to allow for use of the Academic Content, specifically including without limitation all rights to materials provided by Faculty, excluding materials in 2.6(b) below. Copies of all copyright assignments, licenses or permissions required under this subsection shall be delivered to and kept on file with Bisk. To the extent MSU's faculty wish to include content in which it is unable to obtain the appropriate rights, such content will not be included in the Course Media. Bisk may, at its discretion, assist such faculty in obtaining the appropriate rights to such content, at MSU's expense.

(b) Bisk shall use reasonable efforts to obtain, at its expense, all copyright assignments, licenses or permissions necessary for the use of the Course Media, including any Bisk Material that is incorporated into the Course Media ("Bisk Materials"), excluding Academic Content. Copies of all assignments, licenses and/or permissions obtained by Bisk shall be kept on file with Bisk and furnished to MSU at its request.

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

Section 2.7 Procedures Manual (MSU/BE). MSU and Bisk will work jointly to prepare a comprehensive operating manual ("Procedures Manual") that shall incorporate all MSU academic and administrative policies and procedures applicable to the Offering. Bisk shall provide a sample template and assist MSU in the creation of the Procedures Manual. The Procedures Manual shall be completed at least sixty days prior to the advertisement of the first Course offered in the Offering to allow for adequate training of Bisk personnel. Additional procedures and operational information specific to individual

Programs offered by MSU Colleges and Departments pursuant to subsequent Addenda (a "Procedures Manual Supplement") shall be added to the Procedures Manual as necessary, and shall be completed at least sixty days prior to the advertisement of the first Course of any new Program. The parties shall, from time to time, make updates to the Procedures Manual when applicable.

Section 2.8 Marketing and Advertising (MSU/BE). (a) Bisk and MSU shall be jointly responsible for producing all Offering marketing materials. Bisk is responsible for the creation and production of such marketing materials, however, MSU is responsible for providing Bisk with access and information as requested to support the Offering. MSU shall provide Bisk general guidelines governing the use of its trademarks including name, logo, shield or seal, as the case may be, specifically for the purpose of marketing and advertising for the Offering ("Marketing Guidelines"). Bisk agrees to adhere to all such guidelines. MSU may make available, or allow Bisk to use, MSU images from its photo and video library, text including descriptions of the school and its Programs, and other existing marketing materials to assist Bisk in fulfilling its obligations herein to promote the Programs in the Offering. Bisk will ensure that all promotional, marketing or other materials, including the Offering website and adjunct creative pieces, which make reference to the Offering or MSU, complies with its Marketing Guidelines. MSU may reject the materials, textual content, format or means of advertisement and use of any MSU intellectual property that does not comply with its Marketing Guidelines. Subject to the foregoing requirements, Bisk shall be permitted during the Term of the Agreement to use the materials to promote the Program and to create derivative marketing materials, including making non-material textual content changes to the approved materials, and to immaterially vary the format and presentation of the materials, to accommodate different marketing and advertising needs and formats. For subsequent additions of new Programs to the Offering, the marketing outlets and creative materials shall be subject to the established Offering Marketing Guidelines and procedures.

(b) MSU shall reasonably incorporate the Offering as appropriate into its marketing sites, communications, and literature. Each College or unit may communicate the Offering to its alumni, which may include, but not be limited to, email, direct mail, magazines and alumni sponsored events. Each College or unit will have its own discretion to provide Bisk with the ability to directly communicate the Offering to its alumni. Each of MSU and Bisk may communicate the Offering to its respective existing and new corporate clients. MSU may provide Offering-and Program-specific links from web pages, determined and designated by MSU, to the Offering website. The parties shall investigate opportunities for collaboration between their websites, with MSU and the College and program communication teams providing final determination, including but not limited to establishing .edu subdomains at the Program level, as requested, RFI (Request for Information) forms and inquiry transfer from msu.edu and related MSU program websites, retargeting pixels, and tracking links. In addition to the foregoing, MSU agrees, with respect to any Programs offered by Broad College, to undertake the commitments set forth in the letter dated April 22, 2020. MSU shall coordinate with Bisk to review site analytics.

MSU shall provide a marketing point of contact for Bisk. MSU's marketing contact shall coordinate with a variety of internal parties at MSU to ensure branding and design conventions created by Bisk are consistent with MSU policies and regulations. Any approvals, if given by MSU, for designs shall be communicated to Bisk. MSU may, in its discretion, make information concerning the Offering and subsequent Programs available to staff, students and alumni. Bisk may draft press releases, which shall be approved by MSU prior to release by Bisk. The parties understand and agree that MSU does not endorse or recommend any commercial product or service, and that no communication, advertising or

promotional material created or distributed pursuant to this Agreement shall state, suggest or be construed as MSU's endorsement of Bisk's products or services. MSU agrees to cooperate with and provide the necessary documentation to Bisk in order for Bisk to establish a local US Mail permit in Hillsborough County, Florida, on behalf of MSU for purposes of distributing materials for the Offering. Bisk will obtain the US Mail permit at its own expense. MSU may prepare and deliver to Bisk updated mailing lists of alumni that have participated in Bisk-supported Programs, excluding any individuals who have opted-out of communications. If provided by MSU, Bisk will maintain the confidentiality of the mailing lists and will not disclose such lists to a third party without MSU's prior written consent. Bisk further agrees to use the mailing lists solely for developing and promoting the Programs. Bisk will report any unauthorized use or disclosure of the mailing lists to MSU within one (1) business day after discovering the same.

Bisk may request from MSU the use of subdomains on the MSU website, www.msu.edu (the "EDU Site") for promotion of MSU's online Programs with Bisk, which shall be at the discretion of MSU. Upon such request, the parties shall meet and work together in a commercially reasonable manner to mutually determine whether to transition the current www.michiganstateuniversityonline.com website to a subdomain on the EDU Site. Upon such mutual agreement to transition to a subdomain on the EDU Site, the parties shall work together to determine a plan for transition, including, without limitation, a transitional process, and establishment of roles, responsibilities, and process methodologies to ensure the ongoing successful nature of said website and related social media assets. Upon completion of such transition, and if the outcome of the fact-finding process supports, the www.michiganstateuniversityonline.com site shall redirect automatically to the subdomain on the EDU Site and, if at any time Bisk chooses not to renew registration of the domain www.michiganstateuniversityonline.com, it shall first notify MSU of such decision and cooperate with MSU to ensure registration of such website is transferred to MSU, at MSU's sole discretion.

(c) Bisk and MSU shall be jointly responsible for marketing and advertising the Offering to prospective and enrolled students in a reasonable manner for success of the Offering and subject to the requirements concerning MSU's review and approval of promotional materials and related content. MSU shall provide Bisk with access to faculty and support of content development, to further Bisk's advertising and marketing efforts relating to the Offering. Bisk's marketing and advertising of the Offering may include, at Bisk's option, but is not limited to: market research and choice of format; developing (as described below) and distributing all manner of unique advertising materials including brochures, product catalogues, web content, use of the Offering website, trade show displays, informational letters and PDFs; inclusion of the Offering in existing and future distribution media and channels; telephone campaigns including unique enrollment scripts; direct mailing campaigns; TV, radio and all manner of Internet advertising (TV, radio and Internet advertising being collectively referred to as "Media Advertising"); use of outside marketing representatives; and by such other means that Bisk deems suitable pursuant to Federal Higher Education legislation regarding marketing and in conformity with all applicable regional accrediting agency standards. MSU acknowledges that Offering students and prospects may receive information concerning other online programs supported by Bisk which may be offered by other educational institutions utilizing Bisk's services, however, for clarification, Bisk representatives will not discuss or provide a prospective or active MSU student information concerning programs that are competitive with any of the Programs in the Offering. These online programs may appear in Bisk catalogues, corporate websites (not university specific), trade materials and similar offerings.

Section 2.9 Academic Fees (MSU/BE). MSU, with the recommendation of Bisk based on market analysis, shall determine the tuition rates and other academic fees for the Offering. Tuition rates and other academic fees will be subject to review by MSU, once again with a recommendation based on industry analysis from Bisk. These fees shall be set, and revisions made, in accordance with MSU policy, with changes communicated to Bisk as soon as possible following MSU's decision. MSU shall notify and coordinate with Bisk in order to sufficiently implement such policies, including without limitation, MSU shall ensure a reasonable timeline to provide Bisk with time to implement such changes. Other academic fees may be applicable if students wish additional services.

Section 2.10 MSU Admissions and Applications Assistance (MSU/BE). (a) For all Programs that require an application and/or an admissions decision by MSU, the following process shall apply:

(a) MSU shall provide Bisk with application dates for both international and domestic application deadlines. MSU shall take reasonable steps to ensure that the domestic application deadline is three to four weeks before the class start. Subject to MSU's prior approval, Bisk may, from time to time, request the extension of the application deadline.

(b) MSU shall define all application requirements and components (unique requirements shall be spelled out in each Addendum and addressed in a Procedures Manual Supplement), and shall utilize a mutually agreed upon online application system. To the extent the parties agree to utilize a Bisk proprietary online application system, currently BOAS (the "Application System"), the following conditions shall govern. Individuals who desire to enroll in a Program shall comply with all application and admissions procedures of MSU. Bisk will make completed application information and documentation available to MSU through a secure web-based interface or through the Application System; the parties may mutually agree on the manner, if any, of integration of such Application System with MSU's student information system for this purpose if such is used as the Application System. To the extent the parties agree to utilize a third-party system licensed to MSU, such as Slate, MSU shall (a) provide appropriate access to the Application System to Bisk staff, as well as appropriate orientation and associated documentation to enable obtaining requirements and component information from student prospects, and (b) work with Bisk to implement a reasonable, revised process for registration and other requirements with respect to the Application System.

MSU shall have the sole responsibility for, and full and complete control regarding, the selection of students requiring admission to any Program. MSU reserves the right to deny admission to or continued enrollment in any Program to any student who, in MSU's sole determination, does not conform with MSU general admissions requirements or otherwise violates MSU policies. All students admitted to any Program shall comply with all policies, procedures, rules and regulations of MSU.

(c). Specific criteria required for admission, and admission types, will vary by Program, and shall be listed in the applicable Addenda. The following are general admission types:

(1) Matriculated Full Admission. Applicants who complete the full application process and satisfy all admissions criteria.

(2) Matriculated Provisional Admission. Applicants who have completed the full application process and satisfied all admissions criteria, but whose GPA is below the standard threshold. These students may be admitted based on other mitigating criteria established by the College. Upon meeting of

certain goals, Matriculated Provisional student status will be changed to Matriculated Full Admission status. If students fail to meet these criteria, they will not be permitted to continue in the Program except by special permissions granted by MSU pursuant to a written petition for continuation.

(3) Non-Matriculated Admission. In the case of applicants who have submitted the application, the application fee and other required components, but are waiting for official copies of documents to be received from third parties, they shall be allowed to enroll in a limited number of Courses immediately following non-matriculated admission in the Offering pending receipt of their official documents.

(d). MSU shall, as soon as possible, notify Bisk electronically of students who are eligible for admission to a Program at such time as the student is notified of same.

(e) At MSU's option, certain Programs (e.g., open-enrollment Programs) may not require a formal application or admissions decision. In such cases, MSU shall advise Bisk of the appropriate criteria, documentation and process required for these students to participate in these Programs.

Section 2.11 Course Registration and Retention (BE). (a) For not-for-credit, open-enrollment Programs, Bisk shall register each student who signs up for a Course or Program, manage the roster, and ensure each student's access to the LMS Course site on the appropriate start date. Bisk shall also ensure that students are appropriately registered with MSU in the manner determined by MSU. Where the not-for-credit Program requires MSU faculty participation during the session, Bisk shall advise the appropriate College or Department concerning actual enrollments at regular intervals throughout the enrollment cycle to ensure adequate faculty availability. If a student is enrolled or is eligible to enroll in multiple Courses in a discipline, i.e., a master track, Bisk shall be responsible for contacting the student to ensure progression through each Course to completion.

(b) For Programs that involve degrees and/or for-credit Courses, each Term of Enrollment:

(i) Bisk and MSU's Colleges and Departments shall establish enrollment goals, based on Bisk's evaluation of market demand, MSU's capacity and an evaluation of existing enrollment and student progression. The parties will jointly discuss whether to cancel a Course or Program. However, MSU will make the final decision about cancelling the Course or Program. In the event that enrollments reach or exceed course capacities, MSU shall reasonably endeavor to either provide additional support or ensure that additional instructors and sections for such Courses are added to ensure an optimal student experience.

(ii) Bisk shall be responsible for communicating with both new and previously admitted students to facilitate Course registrations for the coming Term of Enrollment and shall establish processes with MSU to facilitate new and returning student enrollment. Bisk shall secure a signed Acknowledgement of Enrollment form from each student for each Course, that identifies the desired Course, payment amounts and terms, and presents applicable MSU policies.

(iii) The role of Bisk representatives in this process is to assist students in understanding and completing the administrative process of signing up for Courses, ordering books, and securing method of payment. MSU is solely responsible for admitting students into the Program and providing academic advisement.

(iv) A student shall be deemed enrolled in a Course if listed as an enrolled student in MSU's student information system. Student withdrawals from any and all Courses must be done in compliance with MSU policy and processed by Bisk on behalf of MSU to the extent required.

(v) If available, degree-seeking students will have access to their degree plans via the MSU online student access web portal in the same manner as campus-based students.

(vi) Once a new student has been admitted by MSU (as applicable) and registered for his/her first class, Bisk shall assign each student a dedicated retention staff member, who shall have the responsibility of contacting and assisting that student each Term of Enrollment, providing information and assistance for the Program as necessary, through the completion of the student's academic requirements and graduation.

Section 2.12 Financial Aid (MSU). (a) Students in the Offering will be eligible for participation in Federal Title IV financial aid on the same basis, and subject to the same approval criteria, as all other students at MSU. MSU will take all reasonable steps to provide students with timely access to and assistance concerning the Federal Title IV financial aid programs which it administers.

(b) The role of Bisk with regard to financial aid shall be limited to directing students to the appropriate MSU financial aid office contacts for further assistance. Bisk may also assist the student as necessary in identifying documents required to complete the application process with MSU. The parties agree that MSU is exclusively responsible for the administration of financial aid, including, packaging, awarding, receiving and disbursing student financial aid, and that neither Bisk nor any Bisk agents shall have any role in such processes. As such it is the express intent of the parties that Bisk is not, and shall not be considered by MSU, a third-party servicer, as defined in 34 CFR Section 668.25 and MSU shall not report or designate Bisk as a third-party servicer with the United States Department of Education.

Section 2.13 Course Roster (MSU/BE). Final Course rosters will be established by MSU and Bisk before the start of each Term of Enrollment, with deadlines to be established in accordance with MSU's program policies, in all cases with sufficient time to allow for final withdrawals and any redistribution of students among Course sections. Bisk and MSU shall reconcile the final roster. In Bisk's LMS or Bisk's instance of a Third Party LMS licensed by Bisk, Bisk shall upload student rosters prior to the first day of class. In MSU's instance of a Third Party LMS licensed by MSU, MSU shall upload student rosters prior to the first day of class. Thereafter, throughout the academic period, the parties shall update the roster as students register for, but subsequently drop, the Course and the date the Course was dropped by the student. A student shall be deemed enrolled in a Course if listed as an enrolled student in MSU's student information system. Student withdrawal from any and all Courses must be done in compliance with MSU's program policies. The Parties shall work together to create a mutually agreed schedule to reflect the communications and financial process (i.e. timing).

Section 2.14 ADA Accommodations (MSU/BE). Bisk's Offering websites and LMS shall comply with the MSU Web Accessibility Policy. The process for handling requests for reasonable accommodation shall be as follows: MSU shall provide Bisk with contact information for the MSU Resource Center for Persons with Disabilities ("MSU RCPD"). Bisk shall provide this information to prospects and students who inquire directly to Bisk about obtaining a reasonable accommodation. The MSU RCPD will follow its process to determine whether the student has a disability and what accommodation, if any, should be provided. If RCPD determines that an accommodation is necessary, they will issue a Verified Individualized

Services and Temporary Accommodations (“VISTA”) to the student. If an accommodation is necessary for the online classroom, the student will need to contact the Program Director. Once program management receives the VISTA, they will communicate accommodation needs to professors each semester to ensure they are aware and provide accommodations as necessary. If Bisk will need to assist in providing the required accommodation (i.e., extend the time on tests, provide transcripts, provide closed caption), the Program Director will send the request to Bisk’s email distribution group ADA@bisk.com. The approval, the specific accommodation that is required, and the term(s) in which the accommodation is needed will need to be included in the request. MSU will be responsible for any costs associated with providing the accommodation to the extent that the accommodation falls outside Bisk’s existing accommodation methods for online students or industry best practices for providing online accommodations. Requests for reasonable accommodation must be received at least 8 weeks prior to the beginning of the Course for which the accommodation is requested, however, MSU and Bisk will attempt to honor requests for accommodation that are not received during such timeframe.

Section 2.15 Billing and Collection; Withdrawal (BE). (a) Other than as set forth in an Addenda, which may contain the provision or billing by MSU, Bisk shall be responsible for billing and collecting all non-financial aid tuition and other charges and fees relating to the Offering, including, but not limited to application and other fees. Bisk’s billing and collection practices shall be consistent with MSU’s policies. Students shall be required to make payments in cash or cash equivalents, such as credit cards, or via tuition assistance vouchers from approved providers, from whom Bisk shall collect final payment. Bisk will deposit all cash received in a separate bank account located in Hillsborough County, Florida, and, except for the payment of tuition refunds approved by both parties, Bisk will make no withdrawals from the account except as specifically permitted under Article IV of this Agreement.

If a student seeking a degree or taking a Course for credit withdraws from MSU or drops a Course, the refund policy will be in accordance with MSU policy.

Notwithstanding the foregoing, for a Dual Enrolled Student, MSU (and not Bisk) shall be responsible for billing and collecting all tuition charges and fees relating to the Offering. In such event, MSU shall provide written notice to Bisk of all such Dual Enrolled Students enrolled in each academic term.

(b) After the reconciliation period, all unpaid balances for tuition and other charges and fees relating to the Offering shall be appropriately distributed, in each case consistent with the terms of this Agreement. Each Party will provide the other Party with all necessary information relating to payments collected by it for any enrollments, consistent with its obligations under this Agreement and any Addenda. Bisk shall be entitled to contact students with an unpaid balance and use all legal means to collect any amounts due and owing to Bisk or MSU. MSU agrees to provide reasonable assistance to Bisk’s effort in that regard consistent with MSU’s existing policies. The parties further agree to abide by MSU’s existing policies regarding the re-enrollment of students who owe Bisk or MSU any funds for terms prior to the proposed Term of Enrollment.

Section 2.16 Instructional Materials and Access Fees; Distribution (BE). Except for materials made available by MSU’s library or directly by MSU, Bisk shall arrange for the availability of, and establish pricing for, all instructional materials and texts (excluding out of print versions) required by MSU for the Offering Courses, software, copies of Course Media, and access to technology; provided, however, that the Parties acknowledge that students can purchase course materials from other sources. Bisk shall make ISBNs available on the Offering website. MSU shall reimburse Bisk for fifty percent (50%) of the cost of

such materials provided for non-credit certificate programs. Except to the extent a vendor requires that its products or services be purchased directly, Bisk shall provide all course materials to students who purchase from Bisk and who enroll timely no later than three days prior to the start of their Course. With respect to software, MSU may be required to show evidence of each students' enrolled status. MSU is solely responsible for equipping all Online Faculty with the required texts and materials for each Course taught under the Offering.

Section 2.17 Staffing and Response Times (MSU/BE). (a) Bisk and MSU shall provide adequate numbers of personnel at all positions (including but not limited to admissions, transfer credit evaluation, registrar, financial aid, and faculty) dedicated to the Offering in order to provide reasonably timely responses to all student questions and requests for information. Responses shall be delivered via telephone, e-mail, live chat or other digital means. Specifically, MSU shall:

i. Work with Bisk to assure that appropriate Online and Advising Faculty information is included in materials sent to students for each Course. No later than four (4) weeks prior to the start of each Course, MSU will provide Bisk with a list of assigned Online Faculty for the coming Term of Enrollment, including their individual contact information.

ii. For Programs that require an application and admissions decision, ensure that adequate staffing is provided for reasonably prompt review of applications and reasonably prompt admissions decisions. Advising Faculty will assist the applicable MSU representative for the program and College and other required levels of MSU administration with the assessment of prospective students and review of all applications, transcripts and other credentials related to making admission decisions and Course placement, as well as the development of a unique degree plan for each student where a degree plan is applicable. Each student admitted to the Offering will work with an academic advisor and be the recipient of advising services afforded all MSU students, including continued individual student advising related to discipline area concerns and satisfactory progress within the Offering. For for-credit Courses, MSU shall determine in its sole discretion the level of staffing necessary to provide such advising services.

(b) The parties recognize that enrollment activities and active classes will run through the academic calendar's traditional breaks — Summer, Holiday Break and Spring Break. Both parties will maintain active staff and faculty during these breaks in order to provide the services outlined in this Agreement.

Section 2.18 Grade Processing and Records (MSU). MSU shall maintain an academic record for each student who has enrolled in a Course at MSU and shall record grades and credits received by such students, all in accordance with its customary student record procedures. MSU shall post an official grade report for each student who has completed a Course for credit on its web-for-student interface, no later than two (2) weeks after the end of each academic period. MSU will charge students its standard fee for transcripts. MSU shall also provide appropriate records to corporate tuition assistance providers who possess written authorization from their employee-students. Bisk shall obtain authorization and waiver from students who intend to pay for their classes via third party tuition assistance, in writing, prior to each class.

Section 2.19 Records and Confidentiality (BE). Bisk shall have access only to such computer networks and file information of MSU which are related to Offering students and necessary for the performance of any services under this Agreement. The parties shall work together to create a mutually

agreeable, reasonable and efficient process by which to share such necessary information, including but not limited to technical integration between MSU's student information system and Bisk's online application and student contact management systems. Bisk shall maintain with the strictest confidentiality any and all information regarding students and employees of MSU. Bisk shall not disclose to any third party any portion of confidential information about any student or employee of MSU. Bisk shall comply with all applicable laws, regulations, rules, ordinances, and codes promulgated by any federal, state, county, municipal and/or other governmental unit or regulatory body, including without limitation the Family Educational Rights and Privacy Act ("FERPA"), and other laws, rules and policies of MSU governing student and personnel privacy and confidentiality. Bisk acknowledges that in the course of performing its obligations hereunder, Bisk will have access to certain information that constitutes personally identifiable information from education records of students (the "education records"), as such terms are defined under FERPA. Bisk shall comply with FERPA and its regulations, set forth at 34 C.F.R. § Part 99. In furtherance and without limitation of the foregoing, (i) Bisk acknowledges that it is a "school official" with "legitimate educational interests" in the education records, as such terms are defined under FERPA; (ii) Bisk agrees to abide by the limitations and requirements imposed on school officials under FERPA, including, without limitation, the re-disclosure limitations set forth in 34 C.F.R. § Part 99.33; (iii) Bisk shall restrict access to the education records only to its employees who have a need to know in the course of performing their services related to this Agreement, provided that such employees agree to retain the confidentiality of such information and to not use the education records for any other purpose; (iv) Bisk agrees to use the education records only for the purpose of performing its obligations hereunder, and will not disclose the education records to any third party; and (v) Bisk shall securely return or destroy all of the education records. Bisk shall report any unauthorized use or disclosure of the education records to MSU within one (1) business day after discovering the same. The report will identify the nature of the unauthorized use or disclosure, the information used or disclosed, the person(s) and entities that made the unauthorized use or received the unauthorized disclosure, actions taken by Bisk or actions Bisk will take to mitigate the effect of the unauthorized use or disclosure, and corrective action Bisk has taken or will take to prevent future similar unauthorized use or disclosure. Bisk will provide such other information as reasonably requested by MSU. All Bisk communications with prospects and students shall be pursuant to a clearly published privacy policy, which shall comply with all applicable laws.

Bisk will indemnify, defend and hold MSU harmless from any and all claims, liabilities, damages or judgments, including MSU's costs and attorney fees, resulting from Bisk's failure to comply with the terms of this Section 2.19.

Section 2.20 Program Completion and Graduation (MSU). MSU shall design each of the Courses, certificates and degrees in the Offering so that it is possible for a student to fulfill most or all the academic requirements online. All MSU Program completion or graduation requirements must be met for a candidate to be awarded a certificate or degree. For all Degrees, the Application for Graduation form must be submitted to MSU before eligibility for graduation will be evaluated.

Section 2.21 Financial Auditing (MSU/BE). During the Term and for one year after termination or expiration of this Agreement, either party shall have the right to have a mutually agreeable representative or reputable third party auditing firm inspect and audit the records of the other party relating specifically and only to the Offering, at the inspecting party's expense, once a year, upon reasonable notice and during normal business hours, in order to verify any financial information delivered pursuant to this Agreement.

Section 2.22 Executive Meetings; Dispute Resolution (MSU/BE). During the Term, the parties agree that Bisk's Chief Executive Officer, or his delegate, along with appropriate staff, and MSU program administrators shall meet in person upon the reasonable request of the other to review operations and address concerns, issues and new business. In the event of a material dispute, or in the event that one party has given notice of a material breach, the parties agree that an emergency executive meeting shall be held within ten (10) business days of receipt by one party of the other's written notice. Neither party may bring any legal action prior to the later of the conclusion of an emergency executive meeting or thirty (30) days from receipt of the other's written notice.

ARTICLE III.

CERTAIN RIGHTS

Section 3.1 Ownership of Rights. (a) Academic Content. Notwithstanding any language in this Agreement, MSU shall retain sole rights to all Academic Content it contributes to the development of the Course Media and all Academic Content embodied in the Course Media.

(b) Bisk Material. Notwithstanding any language in this Agreement, Bisk shall retain sole rights to all Bisk Material it contributes to the development of the Course Media and all Bisk Material embodied in the Course Media.

(c) Course Media. The copyrights and/or other intellectual property rights and interests in all of the Course Media shall be jointly owned by Bisk and MSU. Except as specifically provided in this Agreement, neither party shall use, license, transfer, or otherwise dispose of Course Media copyrights or intellectual property rights and interests or the Course Media that are the subject of such joint rights and interests without the express prior written consent of the other. Notwithstanding the above provisions, and subject to financial compensation to Bisk and other restrictions as may be mutually agreed upon by the parties as set forth in writing, MSU may use mutually agreed upon portions of the Course Media in programs not supported by Bisk so long as the programs shall not compete in any way with the Programs.

All such Course Media will bear the copyright notice in the form of: "©[Year of creation], Bisk Education, Inc. and Michigan State University. All Rights Reserved."

MSU's ownership rights in the Course Media, except for Academic Content, shall immediately and completely vest with Bisk if:

(i) MSU loses its accreditation by HLC or its then current accrediting body and/or MSU is no longer recognized by the U.S. Department of Education as a Title IV eligible institution; or

(ii) MSU is at any time adjudged bankrupt by a court with appropriate, proper and legal jurisdiction and venue, which bankruptcy is not cured within 120 days of such occurrence.

If Bisk is at any time adjudged bankrupt by a court with appropriate, proper and legal jurisdiction and venue all of its ownership rights described herein in the Course Media, except for Bisk Material, shall immediately and completely vest in MSU.

(d) Subject to MSU's rights in subparagraph (e) below, Bisk shall at all times retain sole ownership and rights to the Offering websites and marketing materials and technologies, including (i) all right, title and interest in and to all software development tools, know-how, methodologies, processes, technologies

or algorithms used in providing the Offering websites and marketing materials and technologies and (ii) all computer code, databases, graphics and data, and their attendant intellectual property rights.

(e) MSU shall be deemed the sole owner of any Academic Content incorporated into the Offering website and marketing materials, including but not limited to trademarks, graphics or data that was provided by MSU to Bisk.

Section 3.2 **Exclusivity.** Except to the extent expressly provided in an Addendum, during the Term, including renewals, MSU shall not: (i) engage a third party vendor to provide services that are provided by Bisk hereunder ("Services") or services similar to the Services for the for-credit degree Programs described in an Addenda or offer a for-credit degree program that targets the same prospective or existing student audience as the student audience for such Programs; or (ii) with respect to any for-credit or non-credit certificate Program, the College within MSU (as identified in each Program) shall not engage a third party vendor to provide Services or services similar to the Services for the certificate Programs described in an Addenda or offer a certificate program that targets the same prospective or existing student audience as the student audience for such Programs.

MSU may independently offer the Academic Content used in the Programs and Courses included in the Offering via classroom attendance at one or more of its campuses or external facilities.

Section 3.3 **Tuition-Free/Reduced Enrollments.** Bisk and MSU shall each be allowed to enroll their employees, as well as employee spouses and dependents, in the Courses and Programs, and tuition shall be charged pursuant to the parties' respective personnel policies. These enrollments shall be subject to availability as determined by the parties. Any instructional materials, textbooks, software and technology access fees, for purchases made through Bisk, shall be charged at the then existing Bisk rates.

Section 3.4 **Limited Right to Sublicense Courses for International Parties.**

(a) **Grant of License.** During the Term, MSU hereby grants to Bisk a limited, non-exclusive license to use and sublicense solely to third parties outside the United States (each a "Sublicensee") the non-credit certificate Courses, Modules, Course Media, and Academic Content within MSU's Eli Broad College of Business for the sole purpose of offering courses and programs to students in the Territory (as defined below) (such courses and/or programs, collectively and without distinction, "Sublicensed Programs"). For the sake of clarity, nothing in this Section 3.4 may be construed to affect the parties' respective ownership of, rights to and/or interest in the Courses, Modules, Course Media, and Academic Content as provided in Section 3.1 of this Agreement; MSU shall at all times retain sole rights to all Academic Content, including all Academic Content it contributes to the development of the Course Media and all Academic Content embodied in the Course Media in accordance with Section 3.1 of this Agreement.

(b) **Approval of Sublicensee, Sublicensed Program, Territory and Sublicensee Fee.** Before sublicensing any non-credit certificate Courses, Modules, Course Media, or Academic Content to any third party, Bisk shall notify MSU in writing of its intent to do so. Such written notice must (i) identify the proposed Sublicensee (by name and country where such is located), (ii) describe the proposed Sublicensed Program in reasonable detail, (iii) identify the market country or countries where such Sublicensee proposes to offer the Sublicensed Program (the "Territory"), and (iv) state the fee that Bisk deems appropriate for the proposed Sublicensed Program in the Territory (the "Sublicensee Fee"). Within ten (10) days of MSU's receipt of such written notice, MSU shall provide written response either approving or

disapproving each of the proposed Sublicensee, the proposed Sublicensed Program, the proposed Territory and the proposed Sublicensee Fee, and if disapproving any of the foregoing, the reasonable basis for such disapproval. None of the proposed Sublicensee, the proposed Sublicensed Program, the proposed Territory or the proposed Sublicensee Fee will be deemed approved unless MSU provides written response approving the same as required by the preceding sentence. If MSU does not approve the proposed Sublicensee, the proposed Sublicensed Program, the proposed Territory or the proposed Sublicensee Fee, then (i) the proposed Sublicensee will not be a "Sublicensee" hereunder, (ii) the proposed Sublicensed Program will not be a "Sublicensed Program" hereunder, (iii) the proposed Territory will not be a "Territory" hereunder, and (iv) the proposed Sublicensee Fee will not be a "Sublicensee Fee" hereunder.

(c) Marketing and Advertising. Subject to the limitations set forth herein and subject to all compliance by Bisk and the Sublicensee with MSU's Brand Standards, as provided by MSU to Bisk, MSU hereby grants to Bisk a limited, non-exclusive license to sublicense MSU's trademarks including name, logo, or shield, as the case may be, solely to Sublicensees specifically for the purpose of marketing and advertising for the Sublicensed Programs. The use of such MSU trademarks shall be subject to the process and approvals set forth in subsection (a) of Section 2.8 (Marketing and Advertising (MSU/BE)) of this Agreement (to the extent applicable) and to MSU's Brand Standards.

(d) Changes in Course Media. MSU hereby permits, and hereby permits Bisk to permit, any Sublicensee to add additional content to and modify the Course Media solely for purposes of enabling localization and customization ("Modifications") of such Course Media for the Sublicensed Programs subject to the following:

- i. Sublicensee must submit the concept of the Modifications to Bisk and MSU for review and approval, at their sole discretion.
- ii. MSU shall work with Bisk and respond to Sublicensee within seven days of submission to discuss the Modifications with Sublicensee.
- iii. Bisk shall cause such Sublicensee to submit the proposed Modifications to MSU in a format requested by MSU for final review and approval at least eight (8) weeks prior to the use of such Modifications in any Sublicensed Program.

(e) Teach Out. Each of MSU and Bisk acknowledges and agrees that (i) any sublicense granted to Sublicensees for the Sublicensed Programs shall provide for a teach out of existing students enrolled in the Sublicensed Programs; (ii) such sublicense shall survive for the period prescribed in subsection (b) of Section 5.2 of this Agreement; and (iii) the parties' rights and duties with respect to such sublicense under this Agreement will continue in full force and effect for such period.

(f) Certificate. Subject to the limitations set forth herein and subject to compliance by Bisk and Sublicensee with MSU's Brand Standards, MSU hereby grants to Bisk a limited, nonexclusive license to sublicense MSU's trademarks including name, logo, shield or seal, as the case may be, solely to Sublicensees specifically for the purpose of any such Sublicensee's issuance of certificates to students upon completion of a Sublicensed Program. Any such certificate shall be branded solely by MSU or, where approved by MSU, co-branded by MSU and Sublicensee. The use of such MSU trademarks shall be subject to the following process and approvals: (i) Bisk shall present MSU with any such certificate (or form

thereof) for its review; (ii) MSU shall review such certificate (or form thereof) within ten (10) days of delivery by Bisk; and (iii) if Bisk does not receive feedback on such certificate (or form thereof) within ten (10) days, Sublicensee shall be permitted to proceed with issuing such certificate (or form thereof).

(g) **Sublicense.** Each Sublicense (as defined below) shall not contain any greater rights than as granted to Bisk as set forth in this Agreement, shall not be in conflict with this Agreement, and shall identify MSU as an intended third-party beneficiary of the Sublicense. Bisk shall provide MSU with a complete copy of each Sublicense and any amendments thereto within thirty (30) days after execution of such Sublicense or any such amendment. Upon termination of this Agreement for any reason, all Sublicenses shall terminate, subject to Section 3.4(e) hereof. "Sublicense" means an agreement in which Bisk grants a Sublicensee the rights relevant to offering a Sublicensed Program. Nothing in this Section 3.4 or in any Sublicense may be construed to limit Bisk's obligations or responsibilities under this Agreement. Bisk shall indemnify, defend and hold MSU harmless from any and all claims, liabilities, damages or judgments, including MSU's costs and attorney fees, arising out of or relating, directly or indirectly, to any Sublicensee act or omission that results in Sublicensee's breach of the Sublicense or results in a breach by Bisk of this Agreement.

Section 3.5 Right of Consideration. During the term of this Agreement, including renewals, MSU agrees to notify Bisk of all opportunities to develop, market and deliver newly proposed programs not listed in the attached Addenda, to the extent appropriate. In doing so, Bisk and MSU shall discuss such new programs to determine (a) whether to add such new programs to the Offering or (b) whether Bisk can provide any portion of the services relating to such new programs.

ARTICLE IV. FINANCIAL TERMS

Section 4.1 Financial Arrangements. Tuition pricing, MSU fees, in accordance with MSU College and Department policy as applicable and Bisk's fees shall be established in each Addendum. MSU's Planning and Budget Office, Controller's Office and Financial Aid Office shall work with each Department to reconcile payments and satisfy any payment obligations and shall be available as necessary to coordinate with Bisk's Accounting division to manage financial matters for each Term of Enrollment. Bisk shall make periodic (at least annually) recommendations concerning market pricing and appropriate adjustments to tuition, subject to MSU's sole approval.

Section 4.2 Advance to be Used as Development Funds. If requested by MSU and agreed upon by Bisk, Bisk shall make available to MSU a sum of money, to be mutually determined, based upon the needs of each Program, on a case-by-case basis, described in an applicable Addendum, as a good faith advance on Offering revenue distributions for that particular Program, to cover costs incident to the planning, Course development and initial administration of each Program ("Development Funds"). If MSU elects to make use of these Development Funds, MSU shall provide Bisk a written invoice, signed by the MSU Program Manager and an authorized representative from MSU's Controller's Office, describing the nature and amount of the expenses. Except as otherwise provided in this Section 4.2, MSU's repayment of the Development Funds shall be from revenues generated by the Program under which an advance was requested by a specific MSU College or Department. MSU's repayment of Development Funds to Bisk shall commence according to a schedule to be determined in the applicable Addendum, without interest. The parties agree to adjust a given Program repayment schedule accordingly if there are insufficient revenues

to support the schedules for that Program. In the event a Program does not provide sufficient revenues prior to its termination, or for any Program in the event of the Offering's termination, to support any or all of the repayment defined above (for any reason other than material breach by MSU), Bisk agrees that any repayment obligation outstanding at the time of termination (or surviving Teach Out as applicable) shall be forgiven.

Section 4.3 Institutional Enrollment Price Reductions. Bisk may offer up to a ten percent (10%) tuition reduction to Corporate Customers at Bisk's discretion; greater reductions may be offered upon mutual consent of Bisk and the subject College. "Corporate Customer" means a corporation, association, group purchasing organization, governmental or military entity or other third party that is amenable to providing an opportunity to market the Offering to its employees, members or constituents as well as the employees of its consortium members or industry partner organizations ("Partner Organizations") such that a volume enrollment opportunity exists. Each Corporate Customer may collaborate with Bisk to promote and market the Offering to such employees, members and constituents and those of its Partner Organizations, in each case in compliance with MSU's Marketing Guidelines.

Section 4.4 Gross Revenue Definition. For purposes of this Agreement "Gross Revenue" means tuition revenue determined by multiplying the then-current credit hour tuition rate charged, net of any reductions offered under Section 4.3, times the number of registered credit hours less any withdrawals, returns, refunds, bad debt expenses, credit card expenses (net of any credit card fees collected from students), Media Advertising expenses, postage and shipping expenses, bank account charges and sales taxes if and where assessed by law for the academic period, plus any interest earned in any related bank account. All revenue defined as unearned by Generally Accepted Accounting Principles (GAAP) (for example, pursuant to the pre-payment of tuition) shall only be distributed to the parties when considered earned by GAAP based on the Course registrations pursuant to Section 2.11. In calculating the amount of Gross Revenue distributable to MSU, Media Advertising expenses shall be limited to a maximum of twenty percent (20%) of the Gross Revenue before deducting Media Advertising expenses. (For example: in the first year if Gross Revenues for a semester equal \$100,000, no more than \$20,000 may be deducted for Media Advertising prior to MSU receiving its distribution share pursuant to Section 4.7 below; MSU would receive its appropriate percentage of the \$80,000 balance of Gross Revenues. Any Media Advertising expenses over \$20,000 would be borne by Bisk alone.)

Section 4.5 Revenue Share. In consideration of its services outlined herein, Bisk shall be entitled to payment equal to a percentage of the Gross Revenue from tuition or payments (non-credit) for undergraduate and graduate degrees, for-credit certificate Programs, and non-credit certificate Programs offered during the Term, as specifically set forth in each Addendum. The parties acknowledge that the revenue share percentage shall vary depending on the manner, type and length of each Program. In the event that a Program begins as a non-credit Program with one set of Courses, and those Courses are increased or otherwise amended such that they become eligible for credit and/or become part of a larger degree Program within the Offering, the terms of the Addendum may be amended to reflect such a change, including an agreed adjustment to revenue share.

Section 4.6 Fees. (a) Student academic fees, including application and graduation fees, shall be excluded from the foregoing revenue share and paid in their entirety to MSU.

(b) The non-academic fees collected for instructional materials, textbooks, software and technology access, as solely determined by Bisk, shall be excluded from the foregoing revenue share and

shall be paid in their entirety to Bisk. This shall include all delivery fees. MSU shall not receive any distribution from these fees.

(c) If an enrolled Offering student subsequently withdraws from the Offering and enrolls in an MSU traditional classroom-based program, MSU shall promptly notify Bisk of said event and pay Bisk a one-time student transfer fee of \$2,500.00.

(d) The Gross Revenue collected from Cross-Over Student enrollments shall be shared as per each applicable Addendum.

The parties will work together in a reasonable manner to ensure that the Cross-Over Students receive support that is comparable to other students in the Programs. MSU shall be responsible for all other services for these Cross-Over Students, including, without limitation, admissions and registration. In the event the number of these Cross-Over Student enrollments negatively impacts the ability to meet capacity needs of other groups of students, the parties agree to work together to implement a viable solution to alleviate the capacity constraint.

(e) To the extent Bisk has undertaken billing and collection services under Section 2.15 above, Bisk shall collect unbundled room and board fees from Students enrolled in certain Programs, as specified in each Addendum. All payments collected by Bisk for the room and board fees will be added on the reconciliation and distributed entirely to MSU.

(f) MSU shall collect tuition and fees relating to the Offering from Dual Enrolled Students. MSU shall distribute to Bisk an amount representing the total tuition and fees due from the Dual Enrolled Students, whether collected or not collected from such Dual Enrolled Students, relating to the Offering, which shall be added on the reconciliation and distributed to Bisk and MSU pursuant to Section 4.5.

Section 4.7 Distributions. Pursuant to Section 4.5, there shall be a distribution of Gross Revenues collected by the parties two (2) weeks after the end of each Term of Enrollment, with the exception of the Fall II Term of Enrollment, where distribution can take up to four (4) weeks to allow for a holiday break. At such time, reconciliation documents shall be produced by Bisk and provided to MSU. In the event Bisk receives funds that exceed its percentage of distribution for the Term of Enrollment, Bisk shall remit payment to MSU for the balance of funds owing to MSU following the reconciliation. In the event that MSU receives funds, including financial aid funds, that exceed its percentage of distribution for the Term of Enrollment, MSU shall be invoiced for the amount owed concurrent with sending of the reconciliation, and said amount shall be remitted to Bisk within ten (10) days from receipt of invoice by MSU.

Section 4.8 Revenue from Sublicense. Notwithstanding anything to the contrary in this Agreement or any Addendum, the revenue share for any Sublicensed Program shall be as set forth in each applicable Addendum. "Sublicensed Program Revenue" means the Sublicensee Fee actually received by Bisk, less any refunds, bad debt and sales and other taxes. The Sublicensed Program Revenue shall be distributed to the parties by Bisk in the same manner as Gross Revenue as set forth in Section 4.7 (Distributions) of this Agreement. Upon MSU's request, Bisk shall provide MSU with a reasonably detailed, itemized report of Sublicensed Program Revenue. Without MSU's prior written consent, Bisk shall not receive from any Sublicensee any cash or noncash consideration for the Sublicensed Program, except for the Sublicensee Fee.

ARTICLE V.
TERM AND TERMINATION

Section 5.1 Term of this Agreement. The term of this Agreement shall be through January 31, 2030, unless previously terminated in accordance with Section 5.2.

All Addenda to this Agreement shall contain a defined Program launch date and Teach Out provision. Upon the expiration of this Agreement, if any Teach Out exceeds the Term ("Surviving Addenda"), the parties agree that they shall continue to offer the Programs listed in the Surviving Addenda through the end of the Surviving Addenda Teach Out, in accordance with all of the other terms and conditions of this Agreement.

Section 5.2 Termination.

(a) Loss of Accreditation: If MSU loses its institutional accreditation or is placed on probation by HLC or its then-current institutional accrediting body and/or MSU or a Program is no longer eligible to participate in the U.S. Department of Education's Title IV financial assistance programs as an eligible educational institution, then Bisk has the right to terminate this Agreement upon thirty (30) days written notice to MSU.

(b) Teach Out: The parties acknowledge that Bisk shall recruit and enroll students to participate in Programs that involve taking multiple Courses over time to achieve completion of a degree or certificate program. Therefore, upon expiration of the Agreement or either party terminating this Agreement, or upon expiration of a Surviving Addenda or either party terminating a Surviving Addenda, both parties agree that following the date the Agreement or Surviving Addenda terminates they will: (1) cease accepting new students into the Offering, but (2) continue to fulfill each of their respective obligations as set forth in this Agreement and Addenda for all students who are or have been previously enrolled and/or have been admitted to the Offering prior to termination, from the time of termination through each student's successful completion of their certificate or degree, or each student's permanent withdrawal from the Offering. To clarify this provision: it is the intent of the parties that after any termination of this Agreement or Surviving Addenda, the participation of all existing students will continue until they graduate, complete or depart from the Program. Therefore, the parties' rights and duties as defined in the Agreement will continue, and the parties agree that it may take a number of years (time to completion varies by degree and certificate and is established by MSU policy in each case and listed in the Addenda) to complete this process. During this period of time specifically, the revenue sharing and all related rights and duties shall continue despite the termination of the Agreement or Surviving Addenda. Also, during this period of time, the parties agree that neither will attempt to enroll this student base in any other Program.

(c) Course Media Use: Upon termination of this Agreement for any reason, the parties shall terminate immediately any further reproduction or use of the Course Media, other than to satisfy their obligations under subsection (b) above and shall not make any further use of Course Media material. The parties may, however, mutually agree, through financial arrangements, to permit the use of the Course Media by one or the other party. Notwithstanding anything herein to the contrary, the parties acknowledge that MSU may, in its sole discretion, utilize the Academic Content for any reason.

(d) **Bankruptcy:** If MSU or Bisk is at any time adjudged bankrupt by a court with appropriate, proper and legal jurisdiction and venue, then the other party has a right to terminate this Agreement. The parties would then follow the termination procedures in Section 5.2(b) and 5.2(c).

(e) **Material Breach:** This Agreement and Surviving Addenda may be terminated by either party upon a material breach of the Agreement or Surviving Addenda by the other party, provided, however, that the non-breaching party will provide the breaching party with a written notice of default, stating the basis thereof and provided, further, that on receipt of such notice, the breaching party will have ninety (90) days to cure the default. Upon such termination, or upon termination by mutual consent or by a court order, the parties will follow termination procedures in Sections 5.2(b) and 5.2(c).

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

ARTICLE VI. **REPRESENTATIONS AND WARRANTIES OF MSU**

MSU represents and warrants to Bisk as follows:

Section 6.1 **Corporate Status.** MSU was established under the Constitution of the State of Michigan.

Section 6.2 **Authorization.** MSU is an educational institution accredited through HLC. The Board of Trustees of Michigan State University is a 501(c)(3) organization pursuant to the Internal Revenue Code of 1986 as amended. MSU is authorized to offer undergraduate and graduate degrees and certificates through classroom and online instruction and eligible to participate in the Title IV student assistance programs administered by the US Department of Education.

Section 6.3 **No Conflict.** MSU has the right and authority to enter into this Agreement as written and this Agreement has been duly authorized, executed and delivered by MSU and is binding upon, and enforceable against, MSU in accordance with its terms.

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

Section 6.5 **Other Approvals.** As of the Effective Date, no approval, authorization, consent or other order or action of, or filing with HLC, any state licensing entity any court, administrative agency, or other governmental authority is required for the execution, delivery and performance by MSU of this Agreement, or such other agreements and instruments contemplated hereby including the Addenda.

Section 6.6 **Survival.** The provisions of all sections of this Article VI shall survive until the completion of any Teach Out period.

ARTICLE VII.
REPRESENTATIONS AND WARRANTIES OF BISK

Bisk represents and warrants to MSU as follows:

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

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

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

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

Section 7.5 **Other Approvals.** As of the Effective Date, no approval, authorization, consent or other order or action of, or filing with any accreditation entity, state licensing entity, court, administrative agency, or other governmental authority is required for the execution and delivery and performance by Bisk of this Agreement, or such other agreements and instruments contemplated hereby including the Addenda.

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

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

Section 7.8 **Survival.** The provisions of all sections of this Article VII shall survive until completion of any Teach Out.

ARTICLE VIII. **INDEMNIFICATION**

Section 8.1 **Hold Harmless.** To the extent permitted by law, each party ("the "Indemnifying Party") will indemnify and hold harmless the other party (the "Indemnified Party"), and its respective trustees, directors, officers, employees and agents, from and against any and all claims, costs, losses, damages, judgments and expenses (including reasonable attorneys' fees) arising out of or in connection with any third party claim related to (i) any breach of such party's representations, warranties, covenants or obligations set forth in this Agreement or (ii) the use of such party's content or intellectual property that infringes on the rights of a third party's intellectual property . The Indemnified Party agrees that the Indemnifying Party shall have sole and exclusive control over the defense and settlement of any such third-party claim. However, the Indemnifying Party shall not acquiesce to any judgment or enter into any settlement without prior written consent of the Indemnified Party. The Indemnified Party shall promptly notify the Indemnifying Party of any such claim of which it becomes aware and shall (a) at the Indemnifying Party's expense, provide reasonable cooperation to the Indemnifying Party in connection with the defense or settlement of any such claim and (b) at the Indemnified Party's expense, be entitled to participate in the defense of any such claim. Failure of the Indemnified Party to give prompt notice of any claim shall not relieve such party of its indemnification obligation, except to the extent of liability that would have been avoided had prompt notice been given. The indemnification obligation hereunder shall survive the expiration or termination of this Agreement.

ARTICLE IX. **MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

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

Section 9.9 **Assignment.** Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors and assigns. Each party may assign any of its rights or delegate any of its obligations under or arising from this Agreement or any individual Addendum (in part or whole), with the written consent of the other party, which shall not be unreasonably withheld, conditioned, delayed or denied. Notwithstanding the foregoing, Bisk may assign its rights and obligations under this Agreement or any individual Addendum (in part or whole), to an affiliate or subsidiary without the consent of MSU.

Section 9.10 **Confidentiality and Non-Disclosure.** (a) MSU and Bisk agree that any non-public information regarding the documents and information concerning the subject matter of this Agreement, including this Agreement, and all negotiations pertaining thereto, a party's business, however recorded or transferred including derivations thereof, including but not limited to a party's plans, programs, processes, products, costs, equipment, finances, operations or customers, which is furnished or disclosed by that party (the "Disclosing Party") to the other (the "Receiving Party") is considered confidential. For purposes of this Agreement, confidential information shall include information which is either (a) designated in writing as confidential or (b) should reasonably be regarded as confidential given the nature and circumstances of its disclosure (collectively "Confidential Information"). With respect to Confidential Information under (b), the Disclosing Party must take reasonable steps under the circumstances to inform the Receiving Party of the confidential or nonpublic nature of the disclosure or information.

The Receiving Party for a period of 5 (five) years after the expiration or termination of this Agreement, will hold Confidential Information in confidence and will not, without prior written permission of the Disclosing Party, disclose such Confidential Information to any person other than its own employees and agents who have a reasonable need to know in connection with this Agreement. The Receiving Party shall take any and all measures reasonably necessary to protect and preserve the confidentiality of Confidential Information, including due care in the choice and manner of the disclosure of the Confidential Information to employees or agents. The Receiving Party acknowledges that significant economic benefit accrues to the Disclosing Party due to the confidential nature of the Confidential Information, and the Receiving Party agrees that all Confidential Information provided or disclosed to the Receiving Party shall remain the sole and exclusive property of the Disclosing Party. The Receiving Party will use Confidential

Information exclusively in connection with the performance of its obligations under this Agreement and shall not use such Confidential Information for any other purpose or use whatsoever. The Receiving Party agrees to exercise the same degree of care in handling Confidential Information that it exercises toward its own but in no event less than due care. Upon termination of this Agreement for any reason, or upon request of the Disclosing Party, each party will promptly return to the other party, or certify destruction of, all Confidential Information (and any copies thereof) in its possession.

(b) The obligations of non-disclosure and non-use imposed hereunder do not apply to information that the Receiving Party can show through competent documentation (i) is or became known publicly, other than through the acts or omissions of the Receiving Party; (ii) was learned by the Receiving Party from a third party entitled to disclose it; (iii) was already known to the Receiving Party before receipt from the Disclosing Party and was not acquired from the Disclosing Party or its employees, either directly or indirectly; (iv) was independently developed by the Receiving Party; or (v) must be disclosed by operation of law. In the event that an order by a court or government entity having competent jurisdiction requires disclosure of Disclosing Party's Confidential Information, it shall not be a breach of this term for the Receiving Party to disclose Confidential Information to the extent, and only to the extent, required by that order, provided that the Receiving Party shall, to the greatest extent practicable, notify the Disclosing Party prior to any required disclosure and cooperate with the Disclosing Party in seeking relief from that court order. This section shall survive the termination of this Agreement.

(c) Receiving Party acknowledges and agrees that monetary damages may provide an inadequate remedy for breach of this section, and therefore that, in addition to remedies available otherwise under this Agreement or at law, the Disclosing Party shall be entitled to seek preliminary and permanent injunctive relief restraining the Receiving Party from any unauthorized disclosure or use of any Confidential Information, in whole or in part, and from rendering any service to any person, firm, corporation, association, or other legal entity to whom or to which Confidential Information, in whole or in part, has been disclosed or is threatened to be disclosed in violation of this Agreement. The Receiving Party shall notify the Disclosing Party as soon as practicable upon discovery of any unauthorized use or disclosure of Confidential Information and will cooperate with the Disclosing Party in every reasonable way to prevent its further unauthorized disclosure or use.

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

Section 9.12 Intentionally Deleted.

Section 9.13 Compliance with Law.

(a) General. The parties shall comply with all applicable laws and regulations in performing their respective obligations under this Agreement, including all applicable employment, labor and human rights, health and safety, tax, export control and environmental laws and regulations. Agent performance shall be subject to consistent quality review and their compensation shall at all times comply with all Federal regulations, including but not limited to Federal Title IV regulations.

(b) Export Control. The parties shall not export, re-export, sell, resell or transfer any customer or student data or any export-controlled commodity, technical data or software (i) in violation of any law,

regulation, order, policy or other limitation imposed by the United States (including the United States Export Administration Regulations) or any other government authority with jurisdiction; or (ii) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses or equivalent. The parties agree to cooperate with each other to ensure all documentation and other information reasonably necessary to support or confirm their compliance with this paragraph. Notwithstanding anything to the contrary herein, Bisk shall not sublicense any non-credit certificate Course, Module, Course Media, or Academic Content to any third party entity in a restricted or embargoed country.

(c) GDPR. Bisk shall be in compliance with the EU General Data Protection Regulation, as implemented on May 25, 2018, and any amendments thereto ("GDPR"). Bisk will indemnify, defend and hold MSU harmless from any and all claims, liabilities, damages or judgments, including MSU's costs and attorney fees, resulting from solely from Bisk's failure to comply with GDPR.

Section 9.14 Severability. If any provision of this Agreement shall be held in doubt or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such provision shall not affect the remaining provisions of this Agreement and shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

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

Section 9.16 Governing Law. The laws of the State of Michigan shall govern the terms of this Agreement.

Section 9.17 Changes in Department of Education Regulations and Other Education Laws. The parties acknowledge that the regulations of the U.S. 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 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. Notwithstanding Section 9.14, should the Department revise or interpret those or other regulations in a form that, on the advice of MSU's counsel, would render infeasible payment by MSU of a percentage of

tuition fees, MSU will negotiate promptly and in good faith with Bisk to modify this Agreement to address appropriate compensation for the Services hereunder so as to comply with such changes in regulations. If delivery of a Program by MSU is made impossible by federal or state law or regulation, MSU shall no longer be required to deliver such Program and, to the extent allowable, the parties shall continue to comply with the Teach Out provisions of Section 5.2(b) of this Agreement regarding such Program.

Section 9.18 Notices. A written notice or communication under this Agreement shall be sent by (a) personal delivery, (b) facsimile transmission, or (c) prepaid nationwide next day courier express delivery to the addresses listed below. Personally delivered notices shall be effective upon receipt. Notices that are faxed will be effective on the date faxed, if promptly followed by an electronic confirmation of receipt. Notices sent by overnight courier service will be effective 24 hours subsequent to the date of mailing. Any party may change the address or fax number for notices by providing the other party with notice of such change as provided in this section.

If to MSU:

Jeff Grabill
Associate Provost for Teaching, Learning and
Technology
Michigan State University
619 Red Cedar Road
East Lansing, MI 48824

Copy to:

Gerald S. Rhead
Director Academic
Entrepreneurship
Hub for Innovation in Learning and Technology
Michigan State University
619 Red Cedar Road
East Lansing, MI 48824

Copy to:

Teresa Woodruff
Provost
Michigan State University
429 Administration Building
East Lansing, MI 48824

If to Bisk Education, Inc.

Michael Bisk
Chief Executive Officer
Bisk Education, Inc.
9417 Princess Palm Avenue
Tampa, FL 33619

Copy to:

Robert Abramson
General Counsel
Bisk Education, Inc.
9417 Princess Palm Avenue
Tampa, FL 33619

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the most recent date set forth below.

Bisk Education, Inc.

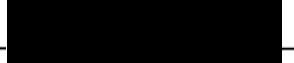
By: 

Name: Michael Bisk

Title: CEO

Date: 4/23/21

Michigan State University

By:  By: _____

Name: Teresa K. Woodruff, Ph.D. Name _____

Title Provost and Executive Vice President for Academic Affairs Title: _____

Date: 4/23/2021 Date _____

EXHIBIT A
PROGRAM ADDENDUM #1
BISK EDUCATION, INC., & MICHIGAN STATE UNIVERSITY

Program Name	
MSU College	
MSU Department	
Credit Hours	
Course Names and Descriptions	
Development Funding By Bisk	
Application Fee	
Application Components	
Admissions Criteria	
Semester Schedule	
Transfer Credit Policy	
Financial Aid Available	
Tuition at Launch	
Launch Schedule	
Financial Terms	
Performance Terms Affecting Revenue Share	
Term of Addendum	
Term Contingencies	
Teach Out Term	

PROGRAM ADDENDUM #1
BISK EDUCATION, INC., & MICHIGAN STATE UNIVERSITY

Program Name	Supply Chain Management Certificate Program
MSU College	Broad College of Business
MSU Department	Supply Chain Management Department
Credit Hours	Not applicable to non-credit Certificate Program launch; once the Courses are accorded credit status and/or become part of a Master's Degree Program, MSU will assign credit hours for each Course in accordance with the Pro-forma.
Course Names and Descriptions	To be determined by MSU as part of the Program development process.
Development Funding By Bisk	The parties shall mutually determine the amount of development funding, if any, which MSU shall require from Bisk to support the development process. Repayment of any development funds furnished by Bisk to MSU shall begin once MSU has received \$100,000 in Gross Revenue from the Supply Chain Program, at which time Bisk shall begin to deduct six (6) equal amounts from subsequent Gross Revenue distributions to MSU for each of the six (6) subsequent Terms of Enrollment, the total deducted to equal the amount advanced by Bisk to MSU.
Application Fee	The non-credit Certificate Program shall not require an application or the payment of application fees from students. Once the Courses are accorded credit status and/or become part of a Master's Degree Program, MSU will define application process fees to be collected by Bisk from credit seeking students.
Application Components	The non-credit Certificate Program shall not require an application from students. Once the Courses are accorded credit status and/or become part of a Master's Degree Program, MSU will define the application components to be collected by Bisk from credit seeking students.
Admissions Criteria	The non-credit Certificate Program shall be open enrollment. Once the Courses are accorded credit status and/or become part of the Master's Degree Program, MSU will define admissions criteria for applicants to the Program.
Semester Schedule	The not-for-credit Certificate Program Courses shall be offered in an 8-week format, with Course starts occurring on the first of each month. Once the Courses are accorded credit status and/or become part of a Master's Degree Program, the for-credit courses shall be offered in an 8-week format with 6

	Course starts per year. The Parties shall mutually agree to start times that generally correspond with MSU's academic calendar.
Transfer Credit Policy	Once the Courses are accorded credit status and are offered as a Master's Degree Program, MSU will define its applicable transfer credit policy.
Financial Aid Available	Non-credit Certificate Program students shall not be eligible for federal financial aid. Once the Courses are accorded credit status and/or become part of a Master's Degree Program, MSU will begin offering eligible students federal financial aid.
Tuition at Launch	TBD. (See the Pro-forma for assumed tuition at launch)
Launch Schedule	TBD
Financial Terms	Gross Revenues collected from Program enrollments shall be shared as follows: Bisk: 70%; MSU 30%
Performance Terms Affecting Revenue Share	<p>Beginning in the 7th year of the Term of this Addendum, if Gross Revenue (before adjustments) in any year exceeds the Pro-forma gross student revenue projections in Attachment 1 to this Addendum for non-credit Certificate Programs for that year by 50% or more, Bisk's revenue share for that year shall be adjusted from 70% to 65%. The calculation shall be performed 365 days following the 7th anniversary of the Initial Enrollment Date for this Addendum, and each year thereafter through the end of the Addendum term. Bisk shall make the payment, if any, necessitated by the adjustment within thirty days following the end of the applicable year.</p> <p>The same contingency shall apply to for-credit Courses and Degrees, beginning in the 7th year following the launch of the for-credit Courses and Degrees.</p>
Term of Addendum	Ten years from the Initial Enrollment Date of the Agreement.
Term Contingencies	At the end of the 8 th year of this Addendum, if the cumulative Gross Revenues (before adjustment) for the Program described in this Addendum do not exceed the Pro-forma cumulative Gross Revenue projections in Attachment 1 to this Addendum for non-credit Certificate Programs, the exclusivity provisions in Section 3.2 of the Agreement will become void for the balance of the Addendum term.
Teach Out Term	One year for both the non-credit Certificate Program and the for-credit Certificate Program; lengthened to three years at such time as MSU begins offering a full degree for the Program.

Bisk Education, Inc.

By:

Name: NATHAN M. BISK

Title: Chairman + CEO.

Date:

8/9/11

Michigan State University

PROVOST

By:

Name: Kim A. Wilcox

Date:

8/4/11

DEAN

By:

Name: Stephanie Henning

Date:

7/22/11

Bisk Education, Inc.
 Michigan State University Pro Forma
 Non-Credit/Graduate Credit Supply Chain Certificate Programs

Non - Credit Certificates.
 Course Price - Net \$ 2,900

Supply Chain

Years	1	2	3	4	5	6	7	8	9	10	
Non-Credit Certificates											
New Students	157	159	153	144	132	132	128	124	120	117	
Annual Net Enrollments	271	436	399	375	348	336	326	316	307	297	
Projected Gross Revenue	\$ 785,900	\$ 1,264,400	\$ 1,157,100	\$ 1,087,500	\$ 1,009,200	\$ 974,400	\$ 945,168	\$ 916,813	\$ 889,309	\$ 862,629	
MSU Projected Revenue	30%	\$ 188,616	\$ 303,456	\$ 277,704	\$ 261,000	\$ 242,208	\$ 239,702	\$ 232,511	\$ 225,536	\$ 218,770	
										\$ 212,207	
For Credit Graduate Certificates/Degree											
New Students	102	116	147	165	182	207	233	263			
Annual Enrollments	288	602	655	751	853	982	1,679	1,874			
Annual Credit Hours	863	1,806	1,964	2,253	2,558	2,946	5,036	5,622			
Credit hour rate	1,044	1,095	1,151	1,209	1,269	1,332	1,399	1,469			
Projected Gross Revenue	\$ 901,076	\$ 1,979,737	\$ 2,260,008	\$ 2,723,249	\$ 3,245,819	\$ 3,925,762	\$ 7,045,386	\$ 8,258,349			
MSU Projected Revenue	30%	\$ 215,258	\$ 475,137	\$ 542,402	\$ 669,919	\$ 798,471	\$ 965,737	\$ 1,733,165	\$ 2,031,554		
Total Projected Program Revenue - MSU		\$ 188,616	\$ 303,456	\$ 493,962	\$ 736,137	\$ 784,610	\$ 909,622	\$ 1,030,983	\$ 1,191,273	\$ 1,951,935	\$ 2,243,761
										\$ 9,834,355	

Note 1 - For purposes of the non-exclusivity trigger the calculation will be based on the gross revenue of the non-credit certificates

Note 2 - For the purposes of the year seven increase in non-credit revenue trigger, the increase in projected revenue to MSU will be 5% points from 30% to 35%

Note 3 - For the purposes of the year seven increase in for-credit revenue trigger, the increase in projected revenue to MSU will be 5% points from 30% to 35%. This trigger will go into effect in the seventh year of the specific program, per the contract.

Note 4 - For purposes of this pro forma, Gross Revenue is net enrollments multiplied by the net selling price per enrollment. The MSU projected revenue represents this Gross Revenue number reduced by internet advertising costs, multiplied by MSU's Revenue share in accordance with the terms of the contract. Internet advertising is estimated at 20% (the cap for sharing purposes) through year five of the contract and 18% of Gross Revenue thereafter. Other Gross Revenue adjustment items from the contract are not represented in these pro formas as they are not deemed to be significant for pro forma purposes.

Note 5 - For purposes of the proforma, we have assumed that classes will start every other month in order to maximize class sizes. Should classes begin to exceed a minimum size guideline, we will change to monthly class starts.

Recruiting Months	Students	Year 5												Year 6													
		Class Start Months												Class Start Months													
		1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12		
7	12	9																									
8	12	9																									
9	12	10	9																								
10	12	10	9																								
11	12	12	10	9																							
12	12	12	10	9																							
		144																									
1	11		11	9		8																					
2	11		11	9	8																						
3	11			11	9	8																					
4	11			11	9	8																					
5	11				11	9	8																				
6	11					11	9	8																			
7	11						11	9	8																		
8	11							11	9	8																	
9	11								11	9	8																
10	11									11	9	8															
11	11										11	9	8														
12	13											11	9	8													
		132													348												
1	11															11	9	8									
2	11															11	9	8									
3	11																11	9	8								
4	11																11	9	8								
5	11																	11	9	8							
6	11																	11	9	8							
7	11																	11	9	8							
8	11																	11	9	8							
9	11																	11	9	8							
10	11																	11	9	8							
11	11																	11	9	8							
12	12																	11	9	8							
		132														56	56	56	56	56	56	56	56	56	56	56	336

Year	Month	Course		
		1	2	3
5	1	24	20	16
	2			
	3	22	20	18
	4			
	5	22	18	16
	6			
	7	22	18	16
	8			
	9	22	18	16
	10			
	11	22	18	16
	12			
		134	112	102

Year	Month	Course		
		1	2	3
6	1	22	18	16
	2			
	3	22	18	16
	4			
	5	22	18	16
	6			
	7	22	18	16
	8			
	9	22	18	16
	10			
	11	22	18	16
	12			
		132	108	96

ORIGINAL

PROGRAM ADDENDUM # 3
BISK EDUCATION, INC., & MICHIGAN STATE UNIVERSITY

Program Name	Non-Credit Certificate Program in Management, Strategy and Leadership
MSU College	Broad College of Business
MSU Department	Management Department
Credit Hours	Not applicable to non-credit Certificate Program launch; once the Courses are accorded credit status and/or become part of a Master's Degree Program, MSU will assign credit hours for each Course in accordance with the Pro-forma.
Course Names and Descriptions	Three (3) certificate tracks (minimum of three courses each) shall initially launch, in the following subject areas: Organizational Leadership; Talent Development; and Strategic Leadership. Specific courses to be determined by MSU as part of the Program development process.
Development Funding By Bisk	The parties shall mutually determine the amount of development funding, if any, which MSU shall require from Bisk to support the development process. Repayment of any development funds furnished by Bisk to MSU shall begin once MSU has received \$100,000 in Gross Revenue from the Management, Strategy and Leadership Program, at which time Bisk shall begin to deduct six (6) equal amounts from subsequent Gross Revenue distributions to MSU for each of the six (6) subsequent Terms of Enrollment, the total deducted to equal the amount advanced by Bisk to MSU.
Application Fee	The non-credit Certificate Program shall not require an application or the payment of application fees from students. Once the Courses are accorded credit status and/or become part of a Master's Degree Program, MSU will define the application processing fees to be collected by Bisk from credit seeking students.
Application Components	Once the Courses are accorded credit status and/or become part of a Master's Degree Program, MSU will define the application components to be collected by Bisk from credit seeking students.
Admissions Criteria	The non-credit Certificate Program shall be open enrollment. Once the Courses are accorded credit status and/or become part of the Master's Degree Program, MSU will define admissions criteria for applicants to the Program.
Semester Schedule	The non-credit Certificate Program Courses shall be offered in an 8-week format, with Course starts occurring on the first of each month. Once the Courses are accorded credit status

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	and/or become part of a Master's Degree Program, the for-credit courses shall be offered in an 8-week format with 6 Course starts per year. The Parties shall mutually agree to start times that generally correspond with MSU's academic calendar.
Transfer Credit Policy	Once the Courses are accorded credit status and are offered as a Master's Degree Program, MSU will define its applicable transfer credit policy.
Financial Aid Available	Non-credit Certificate Program students shall not be eligible for federal financial aid. Once the Courses are accorded credit status and/or become part of a Master's Degree Program, MSU will begin offering eligible students federal financial aid.
Tuition at Launch	TBD. (See the Pro-forma for assumed tuition at launch)
Launch Schedule	TBD
Financial Terms	Gross Revenues collected from non-credit Program enrollments shall be shared as follows: Bisk: 70%; MSU 30%. Gross Revenues collected from for-credit Program enrollments shall be shared as follows: Bisk 70%; MSU 30%.
Performance Terms Affecting Revenue Share	<p>Beginning in the 7th year of the Term of this Addendum, if Gross Revenue (before adjustments) in any year exceeds the Pro-forma gross student revenue projections in Attachment 1 to this Addendum for non-credit Certificate Programs for that year by 50% or more, Bisk's revenue share for that year shall be adjusted from 70% to 65%. The calculation shall be performed 365 days following the 7th anniversary of the Initial Enrollment Date for this Addendum, and each year thereafter through the end of the Addendum term. Bisk shall make the payment, if any, necessitated by the adjustment within thirty days following the end of the applicable year.</p> <p>The same contingency shall apply to for-credit Courses and Degrees, beginning in the 7th year following the launch of the for-credit Courses and Degrees.</p>
Term of Addendum	Ten years from the Initial Enrollment Date of the Agreement.
Term Contingencies	At the end of the 8 th year of this Addendum, if the cumulative Gross Revenues (before adjustment) for the Program described in this Addendum do not exceed the Pro-forma cumulative Gross Revenue projections in Attachment 1 to this Addendum for non-credit Certificate Programs, the exclusivity provisions in Section 3.2 of the Agreement will become void for the balance of the Addendum term.
Teach Out Term	One year for both the non-credit Certificate Program and the for-credit Certificate Program; lengthened to three years at such time as MSU begins offering a full degree for the Program.

able

Bisk Education, Inc.

By: Andrew B. Peter

Name: Andrew B. Peter

Title: President & COO

Date: 2/24/12

Michigan State University

PROVOST

By:

Name: Kim A. Wilcox

Date: 2/27/12

DEAN

By:

Name: Stephanie Henway

Date: 2/22/12

Attachment 1

Bisk Education, Inc.
 Michigan State University Pro Forma
 Non-Credit and MS Degree Management, Strategy and Leadership Programs
 Addendum # 3

For Credit Course Price - Net \$ 2,900
 Non - Credit Course Price - Net \$ 1,665 (Master Track price of \$4995. Three courses per track.)

Leadership

Years

Non-Credit Certificates

#1 Organizational Leadership

New Students

Annual Net Enrollments

Projected Gross Revenue

MSU Projected Revenue

	1	2	3	4	5	6	7	8	9	10
New Students	172	171	175	159	144	134	130	126	122	119
Annual Net Enrollments	302	463	462	434	384	364	353	342	332	322
Projected Gross Revenue	\$ 502,830	\$ 770,895	\$ 769,230	\$ 722,610	\$ 639,360	\$ 606,060	\$ 587,878	\$ 570,242	\$ 553,135	\$ 536,541
MSU Projected Revenue	30% \$ 120,679	\$ 185,015	\$ 184,615	\$ 173,426	\$ 153,448	\$ 149,091	\$ 144,618	\$ 140,279	\$ 136,071	\$ 131,989

3,759
\$ 6,258,780
\$ 1,519,230

#2 Talent Development

New Students

Annual Net Enrollments

Projected Gross Revenue

MSU Projected Revenue

New Students	160	163	160	148	136	132	128	124	120	117
Annual Net Enrollments	278	440	420	397	360	336	326	316	307	297
Projected Gross Revenue	\$ 462,870	\$ 732,600	\$ 699,300	\$ 661,005	\$ 599,400	\$ 559,440	\$ 542,790	\$ 526,140	\$ 511,155	\$ 494,505
MSU Projected Revenue	30% \$ 111,089	\$ 175,824	\$ 167,832	\$ 158,641	\$ 143,856	\$ 137,622	\$ 133,526	\$ 129,430	\$ 125,744	\$ 121,648

3,477
\$ 5,789,205
\$ 1,405,213

#3 Strategic Leadership

New Students

Annual Net Enrollments

Projected Gross Revenue

MSU Projected Revenue

New Students	185	212	180	160	143	135	131	127	125	120
Annual Net Enrollments	330	531	536	444	389	349	326	316	307	297
Projected Gross Revenue	\$ 549,450	\$ 884,115	\$ 892,440	\$ 739,260	\$ 647,685	\$ 581,085	\$ 542,790	\$ 526,140	\$ 511,155	\$ 494,505
MSU Projected Revenue	30% \$ 131,868	\$ 212,188	\$ 214,186	\$ 177,422	\$ 155,444	\$ 142,947	\$ 133,526	\$ 129,430	\$ 125,744	\$ 121,648

3,825
\$ 6,368,625
\$ 1,544,404

Summary Non- Credit Certificates

New Students

Annual Net Enrollments

Projected Gross Revenue

MSU Projected Revenue

New Students	517	546	515	467	423	401	389	377	366	355
Annual Net Enrollments	910	1,434	1,418	1,275	1,133	1,049	1,005	974	946	916
Projected Gross Revenue	\$ 1,515,150	\$ 2,387,610	\$ 2,360,970	\$ 2,122,875	\$ 1,886,445	\$ 1,746,585	\$ 1,673,458	\$ 1,622,522	\$ 1,575,445	\$ 1,525,551
MSU Projected Revenue	30% \$ 363,636	\$ 573,026	\$ 566,633	\$ 508,490	\$ 452,747	\$ 419,180	\$ 401,630	\$ 389,405	\$ 378,107	\$ 366,132

4,356
11,061
\$ 18,416,610
\$ 4,419,986

For Credit Leadership Graduate Degree

New Students

Annual Class Enrollments

Annual Credit Hours

Cost per Credit Hour

Projected Gross Revenue

MSU Projected Revenue

New Students	225	275	330	360	390	420	460	495	535
Annual Class Enrollments	590	1,622	2,740	3,333	3,741	4,045	4,074	4,439	24,584
Annual Credit Hours	1,769	4,865	8,219	10,000	11,224	12,134	12,221	13,318	73,750
Cost per Credit Hour	1.03	\$ 967	\$ 996	\$ 1,026	\$ 1,056	\$ 1,088	\$ 1,121	\$ 1,154	\$ 1,189
Projected Gross Revenue	\$ 1,710,623	\$ 4,845,540	\$ 8,432,694	\$ 10,560,000	\$ 12,211,712	\$ 13,602,214	\$ 14,103,034	\$ 15,835,102	\$ 81,300,919
MSU Projected Revenue	30% \$ 410,530	\$ 1,162,930	\$ 2,023,847	\$ 2,534,400	\$ 2,930,811	\$ 3,264,531	\$ 3,384,728	\$ 3,800,424	\$ 19,512,221

2,955
24,584
73,750
\$ 81,300,919
\$ 19,512,221

Total Projected Program Revenue - MSU

Total Projected Program Revenue - MSU	\$ 363,636	\$ 573,026	\$ 977,182	\$ 1,672,420	\$ 2,476,593	\$ 2,953,580	\$ 3,332,441	\$ 3,653,937	\$ 3,762,835	\$ 4,166,557
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\$ 23,592,207

Note 1 - For purposes of the non-exclusivity trigger the calculation will be based on the gross revenue of the non-credit certificates.

Note 2 - For the purposes of the year seven increase in non-credit revenue trigger, the increase in projected revenue to MSU will be 5% points from 30% to 35%.

Note 3 - For the purposes of the year seven increase in for-credit revenue trigger, the increase in projected revenue to MSU will be 5% points from 30% to 35%. This trigger will go into effect

in the seventh year of the specific program, per the contract.

Note 4 - For purposes of this pro forma, Gross Revenue is net enrollments multiplied by the net selling price per enrollment. The MSU projected revenue represents this Gross Revenue number, reduced by internet advertising costs, multiplied by MSU's revenue share in accordance with the terms of the contract. Internet advertising is estimated at 20% (the cap for sharing purposes).

Other Gross Revenue adjustment items from the contract are not represented in these pro formas as they are not deemed to be significant for pro forma purposes.

Note 5 - For purposes of the pro forma, we have assumed that non-credit classes will start every other month in order to maximize class sizes. Should classes begin to exceed a minimum size guideline, we will change non-credit courses to monthly class starts.

Note 6 - For purposes of the pro forma, we have assumed that for-credit classes will start six times per year.

PROGRAM ADDENDUM #4

BISK EDUCATION, INC. & MICHIGAN STATE UNIVERSITY

This Program Addendum #4 (the "Addendum") made as of the 13th day of October, 2015, incorporates, modifies and amends the BISK EDUCATION, INC. & MICHIGAN STATE UNIVERSITY SERVICES AND LICENSING AGREEMENT, dated June 22, 2011, ("Agreement"), and Amendments, and Addenda to the same, between Bisk Education, Inc., a Florida Corporation ("Bisk") and Michigan State University, a public educational institution in the State of Michigan ("MSU"). Capitalized terms used but not defined in this Addendum shall have the meanings set forth in the Agreement.

Recital:

As contemplated in the Agreement, the parties are hereby entering into agreement to include Master Certificate programs in Business Analytics in the aforementioned Agreement. As such, only with regard to the Master Certificate in Business Analytics (the "MC BA"), the parties agree as follows:

1. Program Name(s)	Business Analytics Certificate Program
2. MSU College	Broad College of Business
3. MSU Department	Accounting & Information Systems Department
4. Credit Hours	Not applicable to non-credit certificate Program launch. Once the Courses are accorded credit status and/or become part of a master's degree Program, MSU will assign credit hours for each Course as applicable.
5. Course Names	Analytics for Competitive Advantage Data Mining and Management Strategies Applying Business Analytics
6. Development Funding by Bisk	Pursuant to section 4.2 of the Agreement, the parties shall mutually determine the amount of development funding, if any, which MSU may require from Bisk to support the development process. Bisk will not make any distributions to MSU of Gross Revenue from this Program until Bisk has recovered the full amount of all actual advanced Development Funds associated with this Program.
7. Application Fee	The non-credit certificate Program shall not require an application or the payment of application fees from students. Once the Courses are accorded credit status and/or become part of a master's degree Program, MSU

	will define the application processing fees to be collected by Bisk from credit seeking students.
8. Application Components	The non-credit certificate Program shall not require an application from students. Once the Courses are accorded credit status and/or become part of a master's degree Program, MSU shall define the application components to be collected by Bisk from credit seeking students.
9. Admissions Criteria	The non-credit certificate Program shall be open enrollment. Once the Courses are accorded credit status and/or become part of a master's degree Program, MSU shall define admissions criteria for applicants to the Program.
10. Semester Schedule	The non-credit certificate Program shall be offered in an 8-week format, with Course starts occurring on the first of every other month (or more frequently as may be determined by the parties). Once the Courses are accorded credit status and/or become part of a master's degree Program, the for-credit courses in the master's degree Program shall be offered in an 8-week format. The Parties shall mutually agree to start times that generally correspond with MSU's academic calendar.
11. Transfer Credit Policy	Once the Courses are accorded credit status and are offered as part of a master's degree Program, MSU will define its applicable transfer credit policy.
12. Financial Aid Available	Non-credit certificate Program students shall not be eligible for federal financial aid. However, once the Courses are accorded credit status and/or become part a master's degree Program, federal financial aid availability will be addressed pursuant to section 2.12 of the Agreement.
13. Tuition at Launch	Tuition pricing will be established pursuant to section 4.1 of the Agreement prior to the launch of the Program. See the attached Pro-forma for assumed tuition at launch.
14. Launch Schedule	TBD
15. Financial Terms	<ul style="list-style-type: none"> i) For Gross Revenue derived from enrollments generated entirely by MSU's efforts, MSU shall be entitled to 60% and Bisk shall be compensated with 40% of Gross Revenue derived from such. ii) For Gross Revenue derived from leads not already in

	<p>Bisk's databases which are provided by MSU and enrolled via Bisk's services, MSU shall be entitled to 50% and Bisk shall be compensated with 50% of Gross Revenue derived from such.</p> <p>iii) As calculated on a fiscal year basis (i.e. July 1 to June 30) MSU shall be entitled to 30% and Bisk shall be compensated with 70% of the Gross Revenue less than or equal to Three Million Five Hundred Thousand (\$3,500,000) dollars which is not derived from MSU provided leads (see (i) above) or MSU generated enrollments (see (ii) above). For the portion of the Gross Revenues greater than Three Million Five Hundred Thousand (\$3,500,000) dollars but less than or equal to Four Million (\$4,000,000) dollars, MSU shall be entitled to 32% and Bisk shall be compensated with 68% of the Gross Revenue which is not derived from MSU provided leads (see (i) above) or MSU generated enrollments (see (ii) above). For the portion of the Gross Revenues greater than Four Million (\$4,000,000) dollars but less than or equal to Four Million Five Hundred Thousand (\$4,500,000) dollars, MSU shall be entitled to 34% and Bisk shall be compensated with 66% of the Gross Revenue which is not derived from MSU provided leads (see (i) above) or MSU generated enrollments (see (ii) above). For the portion of the Gross Revenues greater than Four Million Five Hundred Thousand (\$4,500,000) dollars, MSU shall be entitled to 36% and Bisk shall be compensated with 64% of the Gross Revenue which is not derived from MSU provided leads (see (i) above) or MSU generated enrollments (see (ii) above).</p> <p>Notwithstanding the foregoing, once the Business Analytics master's degree Program is launched the following shall apply: As calculated on a fiscal year basis (i.e. July 1 to June 30) MSU shall be entitled to 32% and Bisk shall be compensated with 68% of the Gross Revenue less than or equal to Two Million Five Hundred Thousand (\$2,500,000) dollars which is not derived from MSU provided leads (see (i) above) or MSU generated enrollments (see (ii) above). For the portion of the Gross Revenues greater than Two Million Five Hundred Thousand (\$2,500,000) dollars but less than or equal to Three Million (\$3,000,000) dollars, MSU shall be entitled to 34% and Bisk shall be compensated with 66% of the Gross Revenue which is not derived from MSU provided leads (see (i) above) or MSU generated enrollments (see (ii) above). For the portion of the Gross</p>
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	<p>Revenues greater than Three Million (\$3,000,000) dollars, MSU shall be entitled to 36% and Bisk shall be compensated with 64% of the Gross Revenue which is not derived from MSU provided leads (see (i) above) or MSU generated enrollments (see (ii) above).</p> <p>For clarity, once the Business Analytics master's degree Program is launched, the applicable Gross Revenue generated in that fiscal year which was derived during the period of the year prior to the degree launch shall be included when calculating the new tier that shall apply. This will go into effect for the reconciliation following the start date of the first Course in the degree program.</p>
16. Term of Addendum	Ten years from the Initial Enrollment Date of the Agreement. For the avoidance of doubt, the Parties intend that the term of this Addendum be coterminous as the Programs governed by Program Addenda 1, 2 and 3.
17. Teach Out Term	One year for both the non-credit certificate Program and the for-credit Program.

Except as otherwise state herein, this Amendment shall be governed by and subject to all the terms and conditions of the Agreement and its Addenda.

IN WITNESS WHEREOF, the parties have hereunto executed this Amendment as of the date first written above.

Bisk Education, Inc.

By:

Name: Melinda Bisk

Title: President

Michigan State University

By:

Name: Sanjay Gupta

Title: Eli and Edythe L. Broad Dean

By:

Name: Juney Youatt

Title: Provost

MSU - Business Analytics
Master Certificate in Business Analytics

ASSUMPTIONS:

Launch Date (marketing, class start)
Certificate Program(s) and Specializations, if applicable
Certificate Format
Certificate Session
Planned Discounting
Re-enrollment database penetration
Course Tuition
Master Certificate Discounted Rate
Certificate Revenue Share

DETAILS:

Certificate: April 2015 marketing launch for June 1, 2015 Class start
3 course Master Certificate
This is a 100% online certificate
Traditional 8-week courses starting every-other-month with 6 starts per year (same schedule as SCM certificates)
100% of enrollments discounted by 10%
75%
\$ 2,480
\$ 6,845 8% Discount
Bisk Generated
30% MSU share on Bisk generated student gross revenue less than or equal to \$3,500,000
32% MSU share on portion of Bisk generated student gross revenue greater than \$3,500,000 but less than or equal to \$4,000,000
34% MSU share on portion of Bisk generated student gross revenue greater than \$4,000,000 but less than or equal to \$4,500,000
36% MSU share on portion of Bisk generated student gross revenue greater than \$4,500,000

Bisk Generated Upon Launch of MS Degree
32% MSU share on Bisk generated student gross revenue less than or equal to \$2,500,000
34% MSU share on portion of Bisk generated student gross revenue greater than \$2,500,000 but less than or equal to \$3,000,000
36% MSU share on portion of Bisk generated student gross revenue greater than \$3,000,000

MSU Generated
60% MSU share on MSU generated student gross revenue
MSU generates 15 students per year
50% MSU share on MSU generated leads who convert to student gross revenue
MSU generates 100 leads per year starting in year 2, leads close at 10%

Internet share and %
20% MSU share in internet advertising at same split, up to 20% of Bisk-generated revenue

New Course Development Costs
Development costs for new courses allocated to Start-Up Year and Year 1 in Roll Up

Bisk Funding
The process concerning distributing advances and support for prior advances made to the college will be handled at the Department level. Any advances provided for new BA course development funding may be repaid with revenue from the BA Certificate programs.

Overhead Services & Support Costs
This model only includes the direct costs of marketing incurred by Bisk Education and does not include all other allocated

MSU - Business Analytics
Master Certificate in Business Analytics

School Expenses

	Cost/course	credits	Courses	Total	Total Including 10% Fringe
Develop 3 New Courses (per cr cost)	\$ 29,000	8	3	\$ 87,000	\$ 95,700

Start Up

Year 0 - Certificates

(1) Courses to be developed:	Credit Hours	Cost	Cost w/10% Fringe
Analytics for Competitive Advantage	3	\$ 29,000	\$ 31,900
Strategic Data Mining & Management	3	\$ 29,000	\$ 31,900
Year 0 Certificates Total	6	\$ 58,000	\$ 63,800

Year 1 - Certificates

(1) Courses to be developed:				
Statistical Foundations (Certificate = Business Analytics Applications)	2	\$ 29,000	\$ 31,900	
Year 1 Certificate Total	2	\$ 29,000	\$ 31,900	

Certificate TOTAL	8	\$ 87,000	\$ 95,700
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MSU - Business Analytics
Master Certificate in Business Analytics

	<u>Start Up</u>	Sessions 1-6 <u>Year 1</u>	Sessions 7-12 <u>Year 2</u>	Sessions 13-18 <u>Year 3</u>	Sessions 19-24 <u>Year 4</u>	Sessions 25-30 <u>Year 5</u>	<u>Years 1-5</u>
Students/Enrollments							
Net New Students - Bisk Generated		90	120	150	150	150	660
Net New Students - MSU Generated		15	15	15	15	15	75
Net New Students - MSU Generated Leads		-	10	10	10	10	40
Total Net Enrollments-Bisk Generated		180	268	338	347	347	1,479
Total Net Enrollments-MSU Generated		30	33	34	35	35	167
Total Net Enrollments-MSU Generated Leads		-	22	23	23	23	91
Revenue							
Total Revenue-Bisk Generated	\$ 401,760	\$ 598,455	\$ 753,300	\$ 774,225	\$ 774,225	\$ 3,301,965	
Total Revenue-MSU Generated	66,960	74,660	75,330	77,339	77,339	371,628	
Total Revenue-MSU Generated Leads	-	49,774	50,220	51,559	51,559	203,112	
School's % to Share-Bisk Generated	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%	
School's % to Share-MSU Generated	60.0%	60.0%	60.0%	60.0%	60.0%	60.0%	
School's % to Share-MSU Generated Leads	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	
Blended Split to School	34.3%	34.5%	33.7%	33.7%	33.7%	33.9%	
Bad Debt % to Revenue	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	
Estimated Total Bad Debt Subject to Share	14,062	21,687	26,366	27,094	27,094	116,301	
Net Revenue-Bisk Generated	389,707	580,501	730,701	750,998	750,998	3,202,906	
Net Revenue-MSU Generated	64,951	72,421	73,070	75,019	75,019	360,479	
Net Revenue-MSU Generated Leads	-	48,280	48,713	50,012	50,012	197,019	
School's Share of Revenue-Bsk Generated	116,912	174,150	219,210	225,299	225,299	960,872	
School's Share of Revenue-MSU Generated	38,971	43,452	43,842	45,011	45,011	216,287	
School's Share of Revenue-MSU Generated Leads	-	24,140	24,357	25,006	25,006	98,509	
Total Estimated Internet Advertising	45,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	795,000
% of Estimated Internet Advertising Expense to Total Revenue	N/A	38.5%	25.8%	20.5%	20.0%	20.0%	24.8%
Estimated Internet Spend (% to Revenue) Subject to Share		20.0%	20.0%	20.0%	20.0%	20.0%	
Portion of Internet Subject to Share	-	77,941	116,100	146,140	150,000	150,000	640,182
School's Portion of Internet Advertising	-	23,382	34,830	43,842	45,000	45,000	192,055
Net Revenue to School	\$ -	\$ 132,500	\$ 206,913	\$ 243,567	\$ 250,317	\$ 250,317	\$ 1,023,614
Expenses to School							
Course Development	63,800	31,900					95,700
Section Facilitator	-	56,000	79,200	79,200	79,200	79,200	382,800
Total Expenses to School	63,800	97,900	79,200	79,200	79,200	79,200	478,500
Estimated Margin to School	(63,800)	34,600.45	127,712.87	164,367	171,117	171,117	605,114
Borrowing from Bisk	63,800	-	-	-	-	-	63,800
Payback to Bisk	-	(34,600)	(29,200)	-	-	-	(63,800)
Net Paid to School	\$ -	\$ 98,513	\$ 164,367	\$ 171,117	\$ 171,117	\$ 171,117	\$ 605,114
Cumulative Paid to School	\$ -	\$ 98,513	\$ 262,880	\$ 433,997	\$ 605,114	\$ 605,114	\$ 605,114
Cumulative Funding Balance Due To Bisk	\$ 63,800	\$ 29,200	\$ -	\$ -	\$ -	\$ -	\$ -

PROGRAM ADDENDUM #6

BISK EDUCATION, INC. & MICHIGAN STATE UNIVERSITY

This Program Addendum #6 (the "Addendum") is made as of the 23 day of April, 2018, incorporates, modifies and amends the BISK EDUCATION, INC. & MICHIGAN STATE UNIVERSITY SERVICES AND LICENSING AGREEMENT dated June 22, 2011, along with amendments and addenda to the same (collectively, the "Agreement"), between Bisk Education, Inc., a Florida Corporation ("Bisk") and Michigan State University, a public educational institution in the State of Michigan ("MSU"). Capitalized terms used but not defined in this Addendum shall have the meanings set forth in the Agreement.

Recitals:

As contemplated in the Agreement, the parties are hereby entering into agreement to include Master of Science in Healthcare Management. As such, only with regard to the Master of Science in Healthcare Management, the parties agree as follows:

Program Name	Master of Science in Healthcare Management
MSU College	Broad College of Business
MSU Department	Broad College of Business
Credit Hours	42 Credits - Business core (30 credits) capstone (4 credits), and a concentration (8 credits) in Healthcare Leadership or Healthcare Compliance The number of credit hours be modified at the discretion of MSU.
Course Names	HCM 801 Critical Thinking and Innovation in Healthcare HCM 802 Cost Analysis in Healthcare HCM 803 Financial Analysis in Healthcare HCM 804 Financial Management in Healthcare HCM 805 Quality, Risk, and Performance Management HCM 806 Healthcare Information Systems HCM 807 Law and Ethics in Healthcare HCM 808 Healthcare Systems and Economic Policy HCM 809 Organizational Behavior in Healthcare HCM 810 Human Resource Management in Healthcare HCM 811 Healthcare Strategic Management HCM 812 Supply Chain Management in Healthcare HCM 813 Healthcare Services Marketing HCM 814 Hospitality and the Patient Experience HCM 815 Managerial Epidemiology and Population Health HCM 816 Healthcare Management Capstone And Concentration in Healthcare Leadership HCM 817 Healthcare Leadership HCM 818 Strategic Decision Making

	<p>HCM 819 Market Analysis and Planning HCM 820 Negotiations Or Concentration in Healthcare Compliance HCM 821 Healthcare Regulations HCM 822 Healthcare Compliance HCM 823 Enterprise Risk Management HCM 824 Implementing Compliance Systems</p> <p>The Courses may be modified from time to time by MSU; provided, however, any development or redevelopment required by Bisk shall require the prior written consent of Bisk with agreement on the allocation of the costs associated with such development or redevelopment.</p>
Development Funding by Bisk	N/A
Application Fee	<p>\$100-110, MSU mandated \$65 domestic or \$75 international as defined by MSU, \$35 transcript fee; may be waived by Bisk at the discretion of MSU.</p> <p>May be modified from time to time by MSU with reasonable prior notice to Bisk to enable operational implementation.</p>
Application Components	<p>To be admitted to the Master of Healthcare Administration degree, an applicant must:</p> <ol style="list-style-type: none"> 1. Be currently employed in the healthcare industry, including hospitals, pharmaceuticals, physician associations, surgical centers, medical suppliers, assisted care facilities, device manufacturers, insurance, consulting, and public policy. 2. Have a bachelor's degree from a recognized educational institution. 3. Have a cumulative undergraduate grade-point average of 3.00 in the last two years of their program. 4. Have a high degree of potential for advancement to an organizational leadership role. 5. Have some background knowledge of and exposure to word processing, spreadsheets, and presentations. 6. International applicants are required to complete the TOEFL or IELTS with minimum scores set by Michigan State University and the program. The MSU TOEFL code is 1465. <p>Applicants to the program who do not meet the above requirements may provide further documentation of their aptitude by securing a strong score on the Graduate Management Admission Test (GMAT), or Graduate Record Examination (GRE). Admission to the program is selective and meeting the minimum standards listed does not guarantee admission. The applicant's overall record is considered, including the student's statement of objectives, recommendations, academic transcripts, and other documentation as required.</p>

	<p>Students must achieve a minimum 2.00 grade in a course in order for that course to count toward the 42 credit degree requirement. Students must maintain a cumulative grade-point average of 3.0 or higher in all graduate courses in order to graduate from the program.</p>
Semester Schedule	3 16-week sessions per year, with each including a sequence of 3 5-week Courses and 3 cohort starts per year.
Transfer Credit Policy	<p>Transfer credit can only be used towards a master's degree of 30 credits minimum; not towards a Graduate Certificate.</p> <p>Acceptance of courses and credits deemed suitable for transfer to Michigan State University is determined by faculty in the department, school, or college responsible for instruction in the subject area. Among factors influencing the determination of acceptability are accreditation status, comparable academic quality, and the relationship of the course to other course offerings in the primary administrative unit and other academic units at Michigan State University, and the basis for student performance evaluation in the course.</p> <p>As many as 9 semester credits of graduate course work (excluding research and thesis credits) may be transferred into a 30-credit master's degree program from other postsecondary accredited institutions comparable academic quality, if they are appropriate to a student's program and provided they were completed within the time limits approved for the earning the degree desired at Michigan State university. The department or school chairperson or director and dean must grant approval. Only courses in which at least a 3.0 grade or its equivalent was received will be considered for transfer.</p>
Financial Aid Policy	This is eligible for Financial Aid in accordance with University Policy.
Tuition at Launch	Tuition at Launch \$930 per credit hour, with any increases at the discretion of MSU, with Pro Forma attached hereto as Schedule 1. MSU, at its discretion may change tuition by giving Bisk three months' notice prior to the change in tuition.
Launch Schedule	Marketing/Enrollment –June 2018/January 2019
Financial Terms	<p>Internet Advertising Marketing shall be shared in accordance with Section 4.4 of the Agreement.</p> <p>Gross Revenue collected from Program enrollments shall be shared as follows:</p> <ul style="list-style-type: none"> • From Initial enrollment through the end of Summer Semester 2019 - Bisk shall be entitled to 55%, MSU shall be entitled to 45%

	<ul style="list-style-type: none"> Effective as of Fall Semester 2019, and thereafter - Bisk shall be entitled to 50%, MSU shall be entitled to 50% <p>The parties agree and acknowledge that the preceding allocation of Gross Revenue assumes the continuance of 3 or more master's degree programs between MSU and Bisk. Accordingly, and notwithstanding the Gross Revenue allocation above, if less than 3 master's degree programs continue between Bisk and MSU beyond April 2, 2022 under the Agreement, then as of Summer Semester 2022 and thereafter, the Gross Revenue collected from Program enrollments shall be allocated as follows: MSU shall be entitled to 36% and Bisk shall be entitled to 64% of the Gross Revenue</p>
Performance Terms Affecting Revenue Share	N/A
Term of Addendum	Ten years from the date on which enrollment begins for the first Program class under this Program Addendum #6. The terms of the Agreement shall continue in effect and shall survive with respect to this Program Addendum #6, notwithstanding the expiration of the Agreement or other Program Addenda which the Agreement governs..
Term Contingencies	N/A
Teach Out Term	2 Years

Bisk Education, Inc.

By:

Name: Michael Bisk

Title: CEO

Date: 4/23/18

Michigan State University

By:

Name: Sanjay Gupta

Title: Eli and Edythe L. Broad Dean

Date: 4-18-18

By:

Name: Jane Youatt

Title: Provost & Executive Vice President, Academic Affairs

Date: 4-17-18

Schedule 1 to Program Addendum #6

OFFICE OF THE GENERAL COUNSEL DATE
APPROVED AS TO FORM

4-17-18

MSU MS Healthcare Management

ASSUMPTIONS:

Launch Date (class, marketing)
Program(s) and Specializations, if applicable
Program info-credits per class, credits per degree

DETAILS:

Spring 2019
MS Healthcare Management with concentrations in Leadership and Compliance
42 total credit hours - nineteen 2 credit courses, one 4 credit capstone)

Marketing

access to MSU's social media accounts

Admissions

3.0 GPA, GMAT/GRE which could be waived with sufficient work experience
Up to 9 transfer credits allowed

Degree Session

Class ratio new students
Class ratio continuing enroll students
Planned Discounting

3 semester starts per year, lockstep/cohort; three 2 credit courses per semester
1.0
1.0
10% of enrollments discounted by 10%

Starting cost per credit hour, planned increases

\$ 930 per credit hour with assumed 5% increase every other year beginning in FY 2021
The decision to increase the tuition rate remains at the discretion of the University

Advertising share and %

split up to 20 % of revenue

Addendum – Masters of Science in Management, Strategy and Leadership

This Addendum (the “Addendum”) made as of the 21st day of December 2021 (the “Effective Date”) is issued under the Amended and Restated Services and Licensing Agreement between Bisk Education, Inc. and Michigan State University dated as of April 12, 2021 (the “Agreement”). Capitalized terms used but not defined in this Addendum shall have the meanings ascribed thereto in the Agreement.

As contemplated in the Agreement, the Parties are hereby entering into agreement to include the Programs described below. This Addendum supersedes entirely any Program Addenda reflecting the Programs described below, as of the Initial Enrollment Date. As such, only with regard to such Programs, the Parties agree as follows:

Programs:	<p>Degree Programs: Masters of Science in Management, Strategy and Leadership (MS MSL)</p> <p>For-Credit Graduate Certificate Programs under MS MSL</p> <ol style="list-style-type: none"> 1. Graduate Certificate in HR Management and Development 2. Graduate Certificate in Leadership and Managing Teams 3. Graduate Certificate in Strategic Management
MSU College:	Broad College of Business
Courses:	<p>MS Degree in Management, Strategy and Leadership</p> <p>Required courses:</p> <ul style="list-style-type: none"> • Analyzing Your Organization • Competitive & Business Strategy • Corporate Strategy • Creating an Ethical Organization • Developing Managerial Skills • Fundamentals of Human Resource Staffing • Human Resource Management for General Managers • International Management • Leadership & Team Management • Leading A Strategy Change • Managing the Learning Organization • Negotiations • Strategic Decision Making <p>Electives:</p> <p>Choose two of the following:</p> <ul style="list-style-type: none"> • Developing Reward & Compensation Systems • Managing Diversity in the Workplace • Talent Management & Development

	<p><u>Graduate Certificate in HR Management and Development</u></p> <p>Required Courses:</p> <ul style="list-style-type: none"> • Human Resource Management for General Managers • Strategic Analysis <p>Electives (choose 3)</p> <ul style="list-style-type: none"> • Developing Reward & Compensation Systems • Fundamentals of Human Resource Staffing • Managing Diversity in the Workplace • Managing the Learning Organization • Talent Management & Development
	<p><u>Graduate Certificate in Leadership and Managing Teams</u></p> <p>Required Courses:</p> <ul style="list-style-type: none"> • Developing Managerial Skills • Strategic Analysis <p>Electives (choose 3)</p> <ul style="list-style-type: none"> • Creating an Ethical Organization • Leadership & Team Management • Managing Diversity in the Workplace • Negotiations
	<p><u>Graduate Certificate in Strategic Management</u></p> <p>Required Courses</p> <ul style="list-style-type: none"> • Competitive & Business Strategy • Strategic Analysis <p>Electives (choose 3)</p> <ul style="list-style-type: none"> • Corporate Strategy • International Management • Leading A Strategy Change • Strategic Decision Making
Development Funding by Bisk	N/A
Application Components	<p>https://www.michiganstateuniversityonline.com/admissions/admission-requirements/</p> <p>Application fee includes a \$35 transcript fee from Bisk that may be waived by Bisk at the discretion of MSU.</p>
Admissions Criteria	https://www.michiganstateuniversityonline.com/admissions/admission-requirements/
Class Start Formats	Fall, Spring, Summer. Three 16-week sessions per year, with each session comprised of three 5-week modules. Three cohort starts per year for new students, unless otherwise agreed.

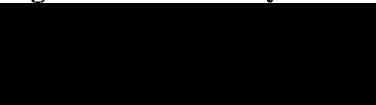
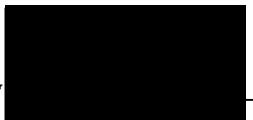
Credit Hours	30 credit hours to complete the Degree Program. 9 credit hours to complete each Graduate Certificate Program Credit hours may be modified at the discretion of MSU.
	Students must achieve a minimum 2.00 grade in each Course in order for that Course to count toward the Program requirement. Students must maintain a cumulative grade-point average of 3.0 or higher in all Courses in order to graduate from the Program.
Transfer Credit Policy	https://www.michiganstateuniversityonline.com/admissions/admission-requirements/
Initial Tuition Rate	\$1,090 per credit hour, with any increases at the discretion of MSU. MSU shall give Bisk no less than three months' notice prior to the tuition change.
Initial Enrollment Date	April 12, 2022
LMS	MSU's instance of D2L
Financial Aid Available	For the Degree Program, students are eligible for federal financial aid in accordance with MSU policy. For the Graduate Certificate Programs, students are not eligible for federal financial aid.
Revenue Share	Gross Revenue from Program enrollments shall be shared as follows: Bisk 45%; MSU 55%
Revenue Share from Cross-Over Students	Gross Revenue from Cross-Over Students in the Degree Program shall be shared as follows: Bisk 12.5%; MSU 87.5%
Course Cancellations	The parties shall work together to determine the appropriate minimum enrollment to run a Course section.
Term of Addendum	Commencing on the Initial Enrollment Date and continuing for five years thereafter.
LXD Responsibilities	Bisk will continue to provide LXD support, as per existing terms of the Agreement. However, MSU will have the right, at its sole expense, to contribute original content to a Course in the Program, including but not limited to entire Modules or full Courses. This original content will not be considered Course Media under Section 3.1(c) of the SLA. In all circumstances, original content provided by MSU shall be treated as Academic Content. Inclusion of this original content may be reviewed by Bisk to ensure that the quality and accuracy is consistent with current Courses, but this review may not be unreasonably delayed. Given the complexity of tracking MSU's contributions, MSU shall provide written notice of any Academic Content that it provides to Bisk that is included in a Program.
Teach Out	Two years
Billing and Invoicing	Bisk will continue to provide billing and invoicing support, as per existing terms of the SLA; provided, that Bisk acknowledges that MSU has the option to begin directly providing billing and invoice support for students in this Program during the pendency of this Program Addendum. If MSU chooses to exercise this option, Bisk will cooperate with MSU to move all of the billing and invoice support services provided by Bisk to the MSU Controller's Office or another MSU responsible office designated by MSU.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the most recent date set forth below.

Bisk Education, Inc.

DocuSigned by:
By: 
ED8CE4B94DE443B...
Michael Bisk
Name: _____
Title: CEO
Date: 12/22/2021

Michigan State University

By: 
Name: Teresa K. Woodruff, Ph.D.
By: 
Name: Sanjay Gupta

Title Provost and Executive Vice President for Academic Affairs Title Eli Broad College of Business Dean

Date: 12/22/2021 Date: 12/21/2021

Reviewed by:
Assistant General Counsel


Addendum – Masters of Science in Supply Chain Management

This Addendum (the “Addendum”) made as of the 21st day of December 2021 (the “Effective Date”) is issued under the Amended and Restated Services and Licensing Agreement between Bisk Education, Inc. and Michigan State University dated as of April 12, 2021 (the Agreement”). Capitalized terms used but not defined in this Addendum shall have the meanings ascribed thereto in the Agreement.

As contemplated in the Agreement, the Parties are hereby entering into agreement to include the Programs described below. This Addendum supersedes entirely any Program Addenda reflecting the Programs described below, as of the Initial Enrollment Date. As such, only with regard to such Programs, the Parties agree as follows:

Programs:	<u>Degree Programs:</u> Masters of Science in Supply Chain Management
MSU College:	Broad College of Business
Courses:	<p>MS Degree in Supply Chain Management</p> <p>Required Courses:</p> <ul style="list-style-type: none"> • Analysis of Supply Markets • Applied Data Analysis • Communication in Supply Chain Management • Distribution Fulfillment • Field Study/Research Project • Global Supply Chain Management • Introduction to Logistics and Supply Chain Management • Logistics Operations Methods and Systems • Manufacturing Planning & Control • Strategic Sourcing • Strategy and Applications • Technology and Product Innovation Management • Total Quality Management and Lean Enterprise
Development Funding by Bisk	N/A
Application Components	<p>https://www.michiganstateuniversityonline.com/admissions/admission-requirements/</p> <p>Application fee includes a \$35 transcript fee from Bisk that may be waived by Bisk at the discretion of MSU.</p>
Admissions Criteria	https://www.michiganstateuniversityonline.com/admissions/admission-requirements/
Class Starts Schedule	Fall I/II, Spring I/II and Summer I/II. Six 8-week sessions per year. Two cohort starts per year for new students, unless otherwise agreed.
Credit Hours	<p>31 credits to complete the Program. Credit hours may be modified at the discretion of MSU.</p> <p>Students must achieve a minimum 2.00 grade in each Course in order for that Course to count toward the Program requirement. Students must maintain a cumulative grade-point average of 3.0 or higher in all Courses in order to graduate from the Program.</p>

Transfer Credit Policy	https://www.michiganstateuniversityonline.com/admissions/admission-requirements/
Initial Tuition Rate	\$1,800 per credit hour, with any increases at the discretion of MSU. MSU shall give Bisk no less than three months' notice prior to any tuition change.
Room & Board Costs associated with onsite	\$600 per onsite x 3 onsites.
Initial Enrollment Date	April 12, 2022
LMS	MSU's instance of D2L
Financial Aid Available	Program students are eligible for federal financial aid in accordance with MSU policy.
Revenue Share	Gross Revenue from Program enrollments shall be shared as follows: Bisk 45%; MSU 55%
Revenue Share from Cross-Over Students	Gross Revenue from Cross-Over Students shall be shared as follows: Bisk 12.5%; MSU 87.5%
Course Cancellations	The parties shall work together to determine the appropriate minimum enrollment to run a Course section.
Term of Addendum	Commencing on the Initial Enrollment Date and continuing for five years thereafter.
LXD Responsibilities	Bisk will continue to provide LXD support, as per existing terms of the Agreement. However, MSU will have the right, at its sole expense, to contribute original content to a Course in the Program, including but not limited to entire Modules or full Courses. This original content will not be considered Course Media under Section 3.1(c) of the SLA. In all circumstances, original content provided by MSU shall be treated as Academic Content. Inclusion of this original content may be reviewed by Bisk to ensure that the quality and accuracy is consistent with current Courses, but this review may not be unreasonably delayed. Given the complexity of tracking MSU's contributions, MSU shall provide written notice of any Academic Content that it provides to Bisk that is included in a Program.
Teach Out	Two years
Billing and Invoicing	Bisk will continue to provide billing and invoicing support, as per existing terms of the SLA; provided, that Bisk acknowledges that MSU has the option to begin directly providing billing and invoice support for students in this Program during the pendency of this Program Addendum. If MSU chooses to exercise this option, Bisk will cooperate with MSU to move all of the billing and invoice support services provided by Bisk to the MSU Controller's Office or another MSU responsible office designated by MSU.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the most recent date set forth below.

Bisk Education, Inc.

DocuSigned by:
By: 

Name: Michael Bisk

Title: CEO

Date: 12/22/2021

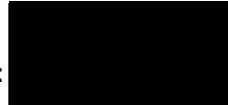
Michigan State University

By: 

Name: Teresa K. Woodruff, Ph.D.

Title Provost and Executive Vice President for Academic Affairs

Date: 12/22/2021

By: 

Name: Sanjay Gupta

Title Eli Broad College of Business Dean

Date: 12/21/2021

Reviewed by:
Assistant General Counsel

October 1, 2022

Via Electronic Mail

David J. Frayer, Ph.D.
Director of Executive Development Programs
The Eli Broad College of Business
Michigan State University
The James B. Henry Center for Executive Development
3535 Forest Road
Lansing, MI 48910-3831

Re: *Consent to Use Course Media under the Bisk Education, Inc. (“Bisk”) & Michigan State University (“MSU”) Amended and Restated Services and Licensing Agreement dated as of April 12, 2021 (the “Agreement”)*

Dear Dr. Frayer:

Please accept this letter as follow-up to the recent discussions between our organizations regarding the use of certain Course Media assets consisting solely of the Week 6 and Week 7 videos from SCM870 Supply Chain Management in the corresponding ground-based EMBA course for the Fall Semester 2022 academic term only.

MSU may make no other use of any Course Media except as specifically provided by the Agreement or this by this letter.

Capitalized terms not defined in this letter will have the meaning set forth with respect to such terms in the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect.

Best Regards,

Bisk Education, Inc.

By: Elizabeth DiMartino

Elizabeth DiMartino

Senior Director, University Partnerships

January 1, 2021

Via Electronic Mail

David J. Frayer, Ph.D.
Director of Executive Development Programs
The Eli Broad College of Business
Michigan State University
The James B. Henry Center for Executive Development
3535 Forest Road
Lansing, MI 48910-3831

Re: *Consent to Use Course Media under the Bisk Education, Inc. (“Bisk”) & Michigan State University (“MSU”) Services and Licensing Agreement dated June 23, 2011, as amended (collectively, the “Agreement”)*

Dear Dr. Frayer:

Please accept this letter as follow-up to the recent discussions between our organizations regarding the use of certain Course Media assets from (i) SCM886 non-credit Strategic Sourcing and (ii) SCM870 Supply Chain Management in the corresponding ground-based courses SCM825 Strategic Sourcing and MBA 831 Supply Chain Management Applications, respectively (the “Course”). In accordance with Section 3.1 (b) Course Media of the Agreement, Bisk grants MSU permission to use certain Course Media assets for the ground-based Course for the Spring I 2021 academic term only.

With respect to the SCM886 Course Media, MSU will have the right to utilize the assets listed below. In doing so, MSU will copy such assets from the MS SCM degree course (SCM 886), which resides on MSU’s platform of Desire2Learn (D2L).

SCM886

1. Module 1
 1. Evolution of Procurement
 2. Balanced Sourcing Framework
2. Module 2
 1. Purchasing Process - Best Practices
3. Module 3
 1. Spend Analysis Example
4. Module 3
 1. Determining Supplier Evaluation and Selection Criteria
 2. Supplier Evaluation and Selection: Competitive Priorities
 3. Choosing Supplier Selection Criteria to Design Your Supply Chain
 4. AHP Step One
 5. AHP Step Two
 6. AHP Step Three
 7. AHP Step Four
 8. AHP - How to handle Quantitative Data
5. Module 5
 1. Properties of Good Measures and Measurement System Characteristics

The use of the Course Media is for the current enrollment of 48 students.

With respect to the SCM870 Course Media, Bisk will provide students enrolled in the Course access to the Course Media assets listed below through an open access Canvas link.

SCM870

- Forecasting & Demand Management
 - Week 3 – The marketing/supply chain interface video
 - Week 7 – Financial implications of Inventory video, forecasting principles text, and forecasting techniques and management process video
- Relationship Management & Outsourcing
 - Week 3 – Customer segmentation video and level of differentiate service video
 - Week 4 – Supplier collaboration audio, value delivery video, make versus buy video, additional procurement considerations video and supplier relationship management video

The use of the Course Media is for the current enrollment of 63 students.

MSU may make no other use of any Course Media except as specifically provided by the Agreement or this by this letter.

Capitalized terms not defined in this letter will have the meaning set forth with respect to such terms in the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect.

Best Regards,

Bisk Education, Inc.

By: 
Machelle Croasmun
6124C2A29A3F406...

Machelle Croasmun, Managing Director

Cc: Tobias Schoenherr
Judy Whipple



April 22, 2020

Dean Sanjay Gupta, Ph.D.
The Eli and Edythe L. Broad Dean
Eli Broad College of Business
Michigan State University
N520 Business College Complex
632 Bogue Street
East Lansing, MI 48824

Re: Placement of Bisk Inquiry Forms on .edu Website

Dear Sanjay:

Bisk Education, Inc. ("Bisk") and Michigan State University ("MSU") have recently been discussing the incorporation of Bisk inquiry forms (the "Forms") on the broad.msu.edu (the "Domain") to enhance marketing and promotion of the MSU online programs for which Bisk is the administrative service provider under the terms of the Services and Licensing Agreement between Bisk and MSU dated June 22, 2011, as amended (the "Agreement"). This letter agreement (this "Letter") will memorialize the understanding of both parties regarding hosting of the Forms on the Domain. Capitalized terms not defined in this letter will have the meaning set forth with respect to such terms in the Agreement.

With regard to Bisk's Forms being hosted on the Domain, the parties agree as follows:

- Bisk will provide MSU with a code snippet that MSU will place on the Domain's broad.msu.edu html pages for each Program (the "Program Pages").
- MSU will add on the CSS for Program Pages to ensure the styling of the inquiry form that will be part of the "code snippet" is similar in look and feel to other web pages on the Domain.
 - The form code will include Bisk's consent language and Privacy Policy, which must remain on the live version of the form.
- Before going live, Bisk and MSU will conduct a review in a pre-production environment that will allow for the Bisk QA team to review and ensure that inquiries resulting from the Forms are created and routed correctly within Bisk's systems as reasonably requested by Bisk.
- If there are errors on the Program Pages, MSU's Broad College of Business, on behalf of MSU, will notify Bisk as soon as reasonably possible of the downtime and anticipated time within which corrective action will be taken.
- If the Forms on the Program Pages contain errors or do not function during any length of time, Bisk will provide a work around in the following manner:
 - Redirect back to the msuonline.com website
 - Provide new form snippets or styling
- Bisk and MSU will work together to make continuous improvements to the Program Pages that host the Bisk Forms.
- Should MSU determine that the code snippet generates a security issue, violation of MSU's privacy statement, violation of MSU's accessibility guidelines, or other behavior deemed by MSU to be

MSU – Bisk .edu RFI

April 22, 2020

Page 2

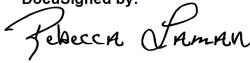
harmful to broad.msu.edu or end users, MSU will remove the code snippet until Bisk provides an appropriate replacement.

- So that Bisk may monitor the traffic to the site and allow Bisk to make improvements as needed, MSU will grant Bisk access to pertinent data within its Google Analytics account solely for the stated purpose of making improvements to the Forms, and MSU may revoke access to MSU's Google Analytics account at MSU's discretion..
- If Bisk determines a revision to be urgent, MSU's Broad College of Business, on behalf of MSU, will make corrections within 1 business day if at all possible. Instances in which an urgent revision would be required would include issues that prevent or inhibit the collection of inquiries.
- Ownership of form/lead data shall comply with the terms established in the Agreement.

If you are in agreement with the foregoing, please sign and return one copy of this Letter, which thereupon will constitute our understanding with respect to its subject matter.

Best regards,

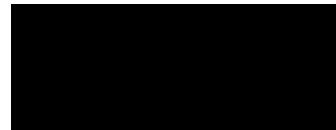
Bisk Education, Inc.

DocuSigned by:

50C5CEF5EAE3465...

Rebecca Laman

Vice President, Strategic Partnerships

By signing below, I hereby acknowledge agreement with the above.



By: Sanjay Gupta

Date: April 23, 2020

MICHIGAN STATE UNIVERSITY

CONFIDENTIAL

December 13, 2019

Bisk Education, Inc.
Attn: Andrew B. Titen
9417 Princess Palm Avenue
Tampa, FL 33619

Dear Mr. Titen:

This letter confirms Michigan State University's (MSU) agreement to support the relationship between Bisk Education, Inc. (Bisk) and General Mills by providing a series of six, one-hour webinars on the following dates and topics to General Mills.

Topics	Dates & Times
Supply Chain 3.0	Tuesday, October 22, 2019 (7:00 a.m. EDT)
Supply Chain Management & Business Models	Tuesday, November 26, 2019 (7:00 a.m. EDT)
Global Supply Chain Macro Trends	Tuesday, January 28, 2020 (7:00 a.m. EDT)
Supplier Collaboration & Earned Preferential Treatment	Tuesday, February 25, 2020 (7:00 a.m. EDT)
Supply Chain Talent	Tuesday, March 24, 2020 (7:00 a.m. EDT)
Sustainability	Tuesday, April 28, 2020 (7:00 a.m. EDT)

The webinars will be conducted by David J. Frayer, Ph.D., Assistant Dean, Outreach & Engagement for the Broad College of Business at Michigan State University or other faculty from the Department of Supply Chain Management, as appropriate. We will provide any additional support required for the successful delivery of these webinars and, as always, will comply with all applicable federal, state and local laws.

Upon successful completion of the the last webinar, we will submit an invoice to Bisk Education for **\$30,000.00** and will expect payment once funds for the webinars have been received in full from General Mills to Bisk.

This letter in no way changes existing obligations related to pre-existing or developed intellectual property, confidential information, or the independence of all parties as provided in Bisk Education, Inc. & Michigan State University Services and Licensing Agreement dated June 23, 2011, as amended as if the services in this letter were provided by MSU under such agreement. I have authority on behalf of Michigan State University to offer these services and submit this letter for your consideration. Please acknowledge acceptance by signing below. We are excited about the opportunity and look forward to working with you and your team.

Sincerely,

517-353-8711
Fax: 517-353-0796
execed.broad.msu.edu

David J. Frayer, Ph.D.

Assistant Dean, Outreach & Engagement

Agreed and accepted:

Signature: Andrew B. Titen Date: 12/19/19

Printed Name & Title: Andrew B. Titen
*chief corporate advisor
& interim chief growth officer*

August 4, 2014

Robert M. Wiseman, Ph.D., Chair
Department of Management
Eli Broad College of Business
Michigan State University
The James B. Henry Center for Executive Development
3535 Forest Road
Lansing, MI 48910-3831

RE: International Students Program TECOM students

Dear Dr. Wiseman:

This letter is intended to acknowledge the parties' agreement on the terms that shall apply to a specific limited number of students as identified and outlined below:

TECOM Students: MSU's Office of International Students Program (ISP) shall be permitted by MSU, in its sole discretion, to enroll and reenroll up to ten (10) TECOM representatives as degree seeking students (ISP TECOM Students) in the courses leading to a Master's Degree in Management, Strategy and Leadership, subject to the following provisions:

- i. Other than as specifically addressed below, all terms and conditions contained in the Bisk Education, Inc. & Michigan State University Services and Licensing Agreement dated June 23, 2011, and the related Addendums and Amendments pertaining to the Master's Degree in Management, Strategy and Leadership shall apply.
- ii. The parties will work together in a reasonable manner to ensure that ISP TECOM Students receive support that is comparable to other students in the program. However, it should be noted that Bisk's only responsibilities for ISP TECOM Students is to provide access to the courses and technical support in the same manner as for other course students. MSU shall be responsible for all other services for ISP TECOM Students, including but not limited to admissions, registration, and collection of tuition and fees.

- iii. ISP TECOM Students may also purchase books and materials from Bisk for the aforementioned courses, through the normal Bisk process for ordering books and materials, pursuant to a process mutually agreeable to the parties.
- iv. There is no revenue sharing arrangement for ISP TECOM Students. Rather, MSU shall pay Bisk a flat rate of \$495 per course for each ISP TECOM Student MSU enrolls in a course; Bisk will account for this expense via the normal reconciliation process.

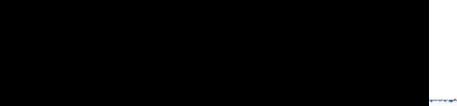
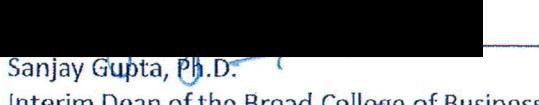
Please indicate your agreement and approval with the above, by signing in the area indicated below and returning an electronic copy of this signed letter. Thanks in advance.

Regards,



Andrew B. Titon
Chief Executive Officer
Bisk Education

Effective Date: Jan. 1, 2015


Robert M. Wiseman, Ph.D., Chair
Department of Management
June Pierce Youatt, Ph.D.
Provost and Executive Vice President for Academic Affairs
Sanjay Gupta, Ph.D.
Interim Dean of the Broad College of Business
Glenn Omura, Ph.D.
Acting Associate Dean for MBA and Professional Master's
Programs



ONLINE COURSE HOSTING & SERVICES AGREEMENT

This ONLINE COURSE HOSTING AND SERVICES AGREEMENT, made effective as of the last signature date by a party hereto (the "*Effective Date*"), is between Coursera, Inc., a Delaware corporation, with a principal place of business at 381 E. Evelyn Ave., Mountain View, CA 94041 ("*Coursera*") and Michigan State University, located 426 Auditorium Road, East Lansing, MI 48824 ("*Partner*"). Each of Coursera and Partner may hereinafter be referred to as a "*Party*," and collectively, the "*Parties*".

BACKGROUND

WHEREAS, Coursera has developed a proprietary platform ("*Platform*") to host multi-media courses ("*Courses*") for consumption by end users ("*Learners*") via Coursera's properties (e.g., the Coursera website, mobile apps, and Catalog API; collectively, the "*Coursera Properties*");

WHEREAS, Partner desires to use the Platform to support online Course content ("*Course Content*") development by its instructors and license to Coursera certain rights in such Course Content; and

WHEREAS, Coursera makes available various forms of services through or in connection with its Platform ("*Services*"), and Partner desires to obtain such Services, subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. COURSE CONTENT.

1.1 Course Specifications Document. Before launching any Course on the Platform, the Parties must complete a mutually-agreed-upon Course Specifications Document, specifying Course details, duration and related matters. The Course Specifications Document is available at: <http://legal.coursera.org/csf.pdf>

1.2 Course Required Criteria. Courses available on the Platform must meet certain minimum standards ("*Course Criteria*"):

- a. Courses must meet high academic standards;
- b. Courses must use multi-media content in a coherent, high production-value presentation;
- c. Courses must include grading functionality;
- d. Courses should support peer-to-peer interaction activities as well as new and innovative social collaboration methods; and
- e. Courses must be taught by a qualified, respected, and engaging individual chosen by the Partner ("*Instructor*").

1.3 Instructor Consent and Required Releases. Before uploading Course Content to the Platform, or allowing its Instructors to do so, Partner will ensure that it has obtained the required licenses and rights to the Course Content as well as a release of liability from the Instructor(s), any guest presenters, and any participants by having each Instructor, presenter, or participant, as applicable, sign the relevant Instructor Release, Guest Presenter Release, or Participant Release, and providing a copy of same to Coursera. The releases are attached as Exhibits B1-3 and can also be made available electronically upon request. As

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between Partner and Coursera, Partner will be responsible for reviewing and obtaining any necessary licenses, waivers, or permissions with respect to any third-party rights to Course Content provided by Partner.

1.4 Course Content Collaboration. Partner will designate a main Point of Contact (“*PoC*”), Project Manager, and/or other individuals as requested by Coursera to enable Course Content creation and collaboration on matters pertaining to the Parties’ duties under the Agreement. Coursera will designate a dedicated Partnership Manager as the primary contact for Partner on any issues relating to the Course Content, administration and related matters. Guidelines for creation of Partner’s administrative contacts are located at: <http://legal.coursera.org/administrativeteam.html>.

1.5 Course Development Timeline. Partner will provide Course Content to Coursera for review sufficiently in advance of launch of the Course on the Coursera Platform, and further in accordance with the timelines and related guidelines issued by Coursera.

1.6 Course Content Errors. Partner agrees that it will correct, in a timely fashion, any errors in Course Content prior to launch on the Platform.

1.7 Content Appropriateness.

- a. Coursera reserves the right to remove Course Content from its Platform that:
 - i. is of low technical quality or otherwise fails to meet Course Criteria;
 - ii. constitutes inappropriate advertising content (as opposed to content with a direct pedagogical purpose);
 - iii. Coursera reasonably determines may violate applicable law; or
 - iv. is in violation of any of Partner’s policies governing Instructor, presenter, or student behavior. Partner will make a copy of such policies available to Coursera upon request.
- b. Coursera will endeavor to work collaboratively with Partner on Course Content takedown decisions, but reserves the right to temporarily suspend reasonably objectionable Course Content, pending discussions with the appropriate Partner representative regarding the content.

1.8 Course Availability.

a. **Session-Based Courses.** Once enrollment for a session-based Course has begun, Partner may not unilaterally remove, block, or suspend access, or authorize an Instructor to remove, block, or suspend access to the Course Content prior to the scheduled end date of the Course.

b. **On-Demand Courses.** Once Course Content for an on-demand Course has been made available, Partner may not unilaterally remove, block, or suspend access, or authorize an Instructor to remove, block, or suspend access to the Course Content until: (i) for the removal of a single on-demand Course, six months after Coursera’s receipt of a written removal notice from Partner; and (ii) for the removal of an on-demand Course that is part of a bundled course offering (a “*Specialization*”), 12 months after Coursera’s receipt of a written removal notice from Partner.

1.9 Third Party Claims. Should either Party receive a written notice from a third party alleging infringement of its intellectual property rights arising from the Course Content uploaded to the Platform, or receive notice of a governmental inquiry relating to the Course Content, that Party will promptly notify the other Party and the Course Content subject to the claim or inquiry may be removed from the Platform.

1.10 University Advisory Board. The University Advisory Board (“*UAB*”), described in detail at

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<http://legal.coursera.org/uab.html>, shall promulgate guidelines and act as an escalation point on matters involving partner selection, content takedown issues and pedagogical matters.

2. CONTENT RIGHTS.

2.1 Course Content. As between the Parties, Partner retains all rights in the Course Content (except for the license rights granted in this Agreement).

2.2 Learner Content. The Parties acknowledge that each Learner retains all rights in content created by the Learner as part of a Course, such as submitted homework, forum posts, and the like (“*Learner Content*”). Accordingly, Learner Content may only be used with the appropriate Learner consent, which may be stipulated in advance by the Instructor at the time the Learner begins a Course. Coursera will proactively obtain Learner Consent for Partner to use Learner Content for and with its Registered Students.

2.3 Other Content. As between the Parties, Coursera and its licensors retain all rights in the Platform, Coursera Properties, Services, other Coursera products, and all content (other than the Course Content and Learner Content) used or created in connection with the foregoing, including ownership of enhancements to the Course Content not provided by Learners as part of the Course, such as Course Content translations provided by Coursera through crowdsourcing, translation vendors, or other means (the “*Course Enhancements*”).

2.4 Limitations on Use of Course Enhancements. Notwithstanding Section 2.3 above, Coursera shall not use Course Enhancements for any purpose not related to the offering of the Course on the Coursera Properties or for purposes not specifically authorized by Partner.

2.5 No Other Restrictions. Nothing in this Agreement restricts Coursera from using content that is not Course Content. This Agreement does not limit the rights and permissible uses that either party would have independent of this Agreement, including rights under the U.S. Copyright Act or other applicable intellectual property laws.

3. LICENSE GRANTS.

3.1 Content Licenses.

a. License to Course Content. Partner grants to Coursera a nonexclusive, sub-licensable, worldwide license to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use Course Content on Coursera Properties and for reasonable marketing purposes. If Course Content is incorporated during the Term into fixed media displays of Coursera products (for example, screenshots or video demonstrations of Coursera products for marketing purposes in television broadcasts, print media, or other fixed media), this license will be perpetual and irrevocable for those fixed media uses.

b. License to Learner Content and Course Enhancements. Coursera grants to Partner a nonexclusive, sub-licensable, worldwide license to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use Learner Content and Course Enhancements on the Platform and in courses exclusively for Registered Students, whether or not on the Platform. “*Registered Students*” means students who are currently enrolled at, and registered to take courses offered by, Partner, including both on-site students and distance learning students enrolled for university credit, provided that the number of distance learning students in any course does not exceed the number of on-site students in that course. Partner may obtain additional licenses to Learner Content if it obtains Learner consent.

c. License to Strategic Content. Coursera and Partner may collaborate to choose strategic Course Content (“*Strategic Content*”) for use on properties maintained by content distribution partners with whom Coursera has a contractual relationship (“*Distribution Partners*”), for purposes of creating brand

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awareness for Partner and Coursera. Subject to the Partner granting its written consent prior to the use by Coursera of Strategic Content on properties maintained by the companies and organizations set forth at: <http://legal.coursera.org/strategiccont.pdf>, Partner grants to Coursera a nonexclusive, sub-licensable, worldwide license to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use Strategic Content in connection with making the Strategic Content available through Distribution Partners' properties.

3.2 Platform License. Subject to the terms and conditions of this Agreement, Partner and its Instructors will have the right to access and use the Platform for purposes of uploading and managing Course Content. Partner and its Instructors may also have the right to construct or provide additional software of value for use with one or more Courses, which software will connect with the Platform via APIs provided by Coursera. Coursera is hereby granted a royalty-free and nonexclusive license to use any such software, interfaces or assessment features for the duration of the applicable Course(s). Partner will not, and will not permit any Instructor or other representative to: (i) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for the Platform; or (ii) modify, adapt, alter, or create derivative works of the Platform.

3.3 Marks Usage License. Each Party grants the other a non-exclusive, non-assignable, limited, worldwide license (without right to sublicense) to use its name, brand name, service marks and logos (the "Marks") solely in connection with the offering of Course Content, on the certificates issued to Learners who obtain successful Course completion, and in the marketing, promotion, and advertising of each Party's brand and services, solely in accordance with the granting Party's policies and guidelines. Partner's logo and trademark usage policies are provided below, and may be updated from time to time. Coursera's trademark usage guidelines are located at: <http://legal.coursera.org/branding.html>. The Parties agree that any and all permitted use of the other Party's Marks and any goodwill established in connection therewith will inure to the exclusive benefit of the granting Party. The Marks of a granting Party are and will remain the sole and exclusive property of that Party.

Partner Logo:	Appropriate logo will be provided based on each course/product offering
Partner Trademark Guidelines:	http://licensing.msu.edu/trademarks.html

3.4 Grant of Verified Certificates. The Parties agree that in connection with the licenses granted in Section 3.3 above, Partner agrees that Coursera will issue verified certificates to Learners who have signed up for and achieved the requirements associated with the verified certificate paid service. Such verified certificates shall include Partner's logo and the following wording, or other language as may be approved in advance by the Parties:

"[Name of Student] has successfully completed the course, [Course Name], on topic [Topic], an online, non-credit course authorized by XXX (Partner Name) and taught by Professor [Prof Name] of XXX (Partner Name)."

3.5 No Implied Licenses. Except as otherwise expressly granted in this Agreement, no license or other rights under a Party's intellectual property rights is granted to the other Party, by implication, estoppel or otherwise.

4. COURSERA SERVICES.

4.1 Course Monitoring and Analytics.

a. Forums. Certain Courses may provide functionality for interactive forums through which Learners can interact with each other and with Instructors to discuss a Course. Partner will make reasonable efforts to monitor the respective forum to ensure that material Course errors, Quality Standards or other issues are identified and addressed.

b. Analytics and Scores. Coursera will administer assessments and make available to Partner certain aggregate raw data and analytics regarding Learner behavior and performance for Partner Courses, which will include information on any of the following: Learner demographics, module usage, aggregate assessment scores and reviews. Partner agrees that its use of such data shall be in accordance with Coursera's Privacy Policy located at: <https://www.coursera.org/about/privacy>.

c. Mirroring. Coursera will continue to partner with international internet technology services companies (e.g., NetEase) in order to provide mirroring capabilities for Courses and other mechanisms for improving delivery of Course Content to international Learners. Partner agrees to cooperate with Coursera as needed to enable mirroring of Course Content, but its Instructors are free to opt out of mirroring on a Course by Course basis as shall be indicated on the Course Specifications Document.

4.2 Accessibility for Learners with Disabilities.

a. Coursera Responsibilities. Coursera will: (i) use commercially reasonable efforts to make the Platform reasonably accessible to Learners with disabilities, (ii) proactively provide captioning for Courses offered to the public whose initial enrollment is above 10,000 Learners, and provide such captioning for courses whose initial enrollment is smaller, in a timely manner, upon request by an Learner with a disability, (iii) provide Partner with text transcripts of captions to facilitate Partner's creation of audio captions for visual elements of its Course Content, to the extent such text transcripts have been created by Coursera, and (iv) provide a capability for collecting and displaying "crowd-sourced" annotations to Course Content. Partner will provide assistance to Coursera as reasonably necessary for Coursera to fulfill its obligations under this paragraph.

b. Partner Responsibilities. Partner is responsible for complying with applicable laws and regulations with respect to Course Content- based accommodations for Learners with disabilities. Upon request, Coursera will provide assistance to Partner in providing such accommodations, for a fee to be mutually agreed upon.

c. Protocol for Accessibility to End Users with Disabilities. The Parties will cooperate to establish and maintain a set of protocols to address accessibility by end users with disabilities, available at: <http://legal.coursera.org/accessibility.html>

4.3 Private Communities. Generally, Coursera offers Courses on its Platform in an open-content format (i.e., where the Course Content is accessible to all Learners for free). Partner and Coursera may create private communities of Learners in an otherwise open-content Course who have access to Course Content, Platform features, Instructors and guest presenters, and other benefits not available to other Learners in the Course (such communities, "**Private Communities**"). Partner may offer an unlimited number of Private Communities that are exclusive to its Registered Students. To the extent either Partner or Coursera monetizes any Private Communities, the Parties will mutually agree on the applicable revenue sharing model.

4.4 Registered Student Model. Partner may also choose to provide its Registered Students with access to a reasonable number of mutually agreed-upon Courses that do not exist in an open-content format on the Platform ("**Closed Courses**"). To the extent Partner wishes to offer more Closed Courses than Coursera is willing to host at no cost on the Platform, the Parties will negotiate the applicable fees.

5. PAYMENTS.

5.1 Monetization Models.

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a. Unless the lead Instructor for a Course opts out, each open-content Course will participate in Coursera's Verified Certificate service. Partner will receive a percentage of Net Sales Revenue received for each Learner that opts into and pays for the Verified Certificate service, as further set forth in Exhibit A. "Net Sales Revenue" means sales receipts for Courses that are past the refund period, less any distribution costs or taxes paid to third parties.

b. To the extent Partner generates revenue directly from Learners (other than Registered Students) through the offering of Courses on the Platform, Partner agrees to provide Coursera with a percentage of revenue received, as mutually agreed to by the Parties in an addendum to this Agreement, unless otherwise agreed.

5.2 Payment Terms.

a. **Electronic Fund Transfer Information.** Partner must provide Coursera with its wire transfer information, including bank account details and wire instructions in order to allow Coursera to send Partner its portion of the Net Sales Revenue. The EFT Information form is located at: <http://legal.coursera.org/eft.pdf>. Coursera will ensure that such information is only shared with authorized employees and contractors and will treat such information as Confidential Information.

b. **Taxes.** Each Party will be responsible for the payment of all federal, state, and local sales, use, value added, or other taxes that are levied or imposed on it by reason of the transactions under this Agreement (other than for taxes based on the other Party's income). If a Party is required to pay any such taxes for which the other Party is responsible, then the taxes will be billed to and paid by such other Party.

6. CONFIDENTIALITY AND PUBLICITY.

6.1 Definition. "Confidential Information" means information disclosed by (or on behalf of) one party to the other party under (or in connection with) this Agreement that is marked as confidential or would normally under the circumstances be considered confidential information of the disclosing party, but in any event, Confidential Information does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient or that was lawfully given to the recipient by a third party.

6.2 Confidentiality Obligations. The recipient of any Confidential Information will not disclose that Confidential Information except to affiliates, employees, agents and professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use such Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to protect it. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to the discloser, if permitted by law.

6.3 Return. Each Party hereby agrees to, within 30 days after Termination of the Agreement: (i) return all documents and tangible items it or its employees or agents have received or created pursuant to this Agreement pertaining, referring or relating to the other Party's Confidential Information and (ii) return or certify in a writing attested to by a duly authorized officer of such Party that it has destroyed all copies thereof.

6.4 Publicity. Neither party may make any public statement regarding the relationship contemplated by this Agreement without the other's prior written approval.

7. LEARNER DATA.

7.1 Compliance with Law. Each Party's use of Learner data and other information, including emails, will be subject to the Coursera Privacy Policy and all applicable laws, including anti-spam legislation in any jurisdiction the Course Content is available to Learners (e.g., Canada's Anti-Spam Law). For the avoidance of doubt, where applicable law mandates express consent from the Learner prior to sending marketing communications to the Learner, and the disclosure of such use in Coursera's Privacy Policy or otherwise by Coursera does not by itself satisfy the requirements such law, Partner must obtain the appropriate consent directly from Learners.

7.2 Allowable Marketing. Partners may only send emails to Learners regarding Partner-sponsored activities and such emails must be consistent with Partner's high standards and not impose an unreasonable intrusion on a Learner's time or resources.

7.3 Targeted Marketing. Partner agrees it will only send emails to Activated Learners. "*Activated Learners*" means Coursera Learners who have enrolled in and meaningfully engaged in Partner's Course within the last two years (e.g., have watched at least 30 minutes of video lectures).

7.4 Confidentiality.

a. Partner Responsibilities. Partner will treat as Confidential Information any and all Learner data or information received from Coursera. In connection therewith, Partner agrees that it shall not use Learner emails or other information received hereunder to directly promote any massive open online course on a platform that is competitive to Coursera.

b. Coursera Responsibilities. Coursera will treat as Confidential Information any and all Learner data or information received from Partner or Learners who can be identified at the account level as Registered Students, and will not disclose this information to any third party without permission from Partner. Except with the prior consent of Partner, Coursera will not contact Learners subject to the Registered Student Model other than regarding routine administrative matters, including site maintenance.

7.5 Research. Coursera will share Learner information with researchers, and any research or experimentation on Learners through the Platform will be conducted, pursuant to the Coursera Research Policy available at: <http://legal.coursera.org/research.html>. Amendments to the Research Policy will be approved by the UAB, or a committee appointed by the UAB.

8. REPRESENTATIONS AND WARRANTIES.

8.1 Mutual Representation. Each party represents and warrants that it has full power and authority to enter into this Agreement.

8.2 Representations by Partner. Partner further represents and warrants to Coursera that: (a) all Instructors or guest presenters providing any Course Content for use on the Platform have delivered the **applicable Instructor Consent and Release, Guest Presenter Agreement, and Participation Release, as set forth in Exhibits B1-3;** (b) to its knowledge, use of the Course Content on the Platform will not infringe the intellectual property rights of a third party; and (c) all Courses provided by Partner for use with the Platform satisfy the Course Criteria.

8.3 Representation by Coursera. Coursera further represents and warrants to Partner that, to its knowledge, use of the Platform by Partner or Instructors will not infringe the intellectual property rights of a third party.

9. DISCLAIMERS; LIMITATION OF LIABILITY.

9.1 DISCLAIMER OF WARRANTIES. THE SERVICES AND THE PLATFORM ARE PROVIDED BY COURSERA “AS IS” WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. COURSERA MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH ITS PRODUCTS AND SERVICES.

9.2 LIMITATION OF LIABILITY. EXCEPT FOR THE ITEMS IN SECTION 10.3: (A) NEITHER PARTY WILL BE LIABLE (UNDER ANY THEORY OR CIRCUMSTANCE) FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES; AND (B) NEITHER PARTY’S AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE REVENUE RECEIVED, RECOGNIZED, AND RETAINED BY SUCH PARTY IN CONNECTION WITH THE MONETIZATION OF PARTNER COURSES UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FOR DAMAGES OR LIABILITY AROSE.

9.3 EXCLUSIONS. Nothing in this Agreement excludes or limits either party’s liability for: (a) fraud or fraudulent misrepresentation; (b) breach of Section 6 (Confidentiality); (c) obligations under Section 10 (Indemnification); and (d) matters that cannot be excluded or limited under applicable law.

10. INDEMNIFICATION.

10.1 Indemnification by Partner. Partner will indemnify, defend, and hold harmless Coursera, its affiliates, and each of their officers, directors, employees, and agents (the “*Coursera Indemnitees*”) from and against any and all losses, damages, costs, expenses (including reasonable attorneys’ fees and expenses), or other liabilities (“*Losses*”), arising out of or resulting from any third-party claim asserted against any Coursera Indemnitee to the extent relating to: (a) any Course Content, including any violation or infringement of any third-party intellectual property rights or claims of defamation, invasion of privacy, right to publicity, or unfair competition; or (b) marketing communications to Learners by Partner that are claimed by such third party to be in violation of applicable law.

10.2 Indemnification by Coursera. Coursera will indemnify, defend, and hold harmless Partner and its officers, trustees, employees, and agents (the “*Partner Indemnitees*”) from and against any and all Losses, arising out of or resulting from any third-party claim asserted against any Partner Indemnitee to the extent relating to: (a) any content on the Platform not provided by Partner (including Instructors or any guest presenters), end users, or other third parties (such as other universities), including any violation or infringement of any third-party intellectual property rights or claims of defamation, invasion of privacy, right to publicity, or unfair competition; or (b) marketing communications to Learners by Coursera that are claimed by such third party to be in violation of applicable law.

10.3 Procedures. Each Party’s right to indemnification under this section is conditioned on the Party seeking indemnification (“*Indemnified Party*”): (a) giving prompt written notice of, and tendering any such claim to, the other Party (“*Indemnifying Party*”); (b) permitting the Indemnifying Party to solely defend or settle any such claim at its sole expense, provided, however, that (i) the Indemnifying Party will not enter into any settlement agreement that would result in any admission by the Indemnified Party or payment by the Indemnified Party without the Indemnified Party’s prior written consent, and (ii) the Indemnified Party may at its election participate in the defense of such claims through separate counsel at its own expense; and (c) providing the Indemnifying Party all reasonable assistance (at the expense of the Indemnified Party) in connection with the defense or settlement of any such claims. THE INDEMNITIES ABOVE ARE THE ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION OF A THIRD PARTY’S INTELLECTUAL PROPERTY RIGHTS.

11. TERM AND TERMINATION.

11.1 Term. This Agreement will commence on the Effective Date and will continue in effect until terminated as set forth below (the “*Term*”).

11.2 Termination.

a. Termination for Cause. Either Party may terminate this Agreement, upon written notice to the other Party: (a) if such other Party commits a material breach of this Agreement, which breach is not cured within 30 days of receipt of written notice of such breach from the non-breaching Party; (b) immediately if such other Party has a receiver appointed, or an assignee for the benefit of creditors or in the event of any insolvency or inability to pay debts as they become due, except as may be prohibited by applicable bankruptcy laws; or (c) immediately if the acts or omissions of such other Party adversely or negatively cause or result in material damage to or loss of a Party’s reputation.

b. Termination without Cause. Either Party may terminate this Agreement upon providing at least 90 days’ prior written notice of such termination to the other Party.

c. Consequences of Termination. Termination of this Agreement for any reason does not relieve either Party of its obligation to pay any amounts owed to the other Party that became due prior to such termination. Upon any termination of this Agreement, each Party will promptly return all Confidential Information (other than this Agreement) of the other Party in its possession or control. In the event of termination of this Agreement by either Party, all rights and obligations under this Agreement will immediately cease, and Coursera will have no further obligation to provide any of the Services, except that in the event the Agreement is terminated without cause, Coursera will continue to host and make available, and have the right to monetize, any Course that is being hosted and provided by Coursera through the Platform at the time of termination for the remainder of the Course.

11.3 Surviving Provisions. The following provisions will survive any expiration or termination of this Agreement: Sections 2, 3.1(a), 3.1(c), 6 and 9-12.

12. GENERAL TERMS.

12.1 No Exclusivity. Nothing in this Agreement shall limit a Party’s ability to enter into arrangements and/or agreements with any third party.

12.2 Notices. All notices must be in writing and addressed to the attention of the other Party’s legal department and primary point of contact. Notice will be deemed given: (a) when verified by written receipt if sent by personal or overnight courier, when received if sent by mail without verification of receipt, or within five business days of posting if sent by registered or certified post; or (b) when verified by automated receipt or electronic logs if sent by facsimile or by email to the fax number or email address, as applicable, explicitly provided by one Party to the other Party for this purpose, provided that if a notice is sent by email to Coursera, a copy must also be sent to legal-notices@coursera.org.

If to Coursera, at:	Coursera, Inc.
	Attn: Legal Department
	381 East Evelyn Avenue
	Mountain View, CA 94041
	Phone: (650) 386-5525

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If to Partner, at: Office of the General Counsel
426 Auditorium Road, Room 494
East Lansing, MI 48824

12.3 Assignment. Neither Party may assign or transfer any part of this Agreement without the written consent of the other Party, except to an affiliate, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning Party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

12.4 Force Majeure. Neither Party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the Party's reasonable control.

12.5 No Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver.

12.6 Severability. If any provision of this Agreement is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

12.7 No Agency. The Parties are independent contractors, and this Agreement does not create an agency, partnership, or joint venture.

12.8 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.9 Equitable Relief. Nothing in this Agreement will limit either Party's ability to seek equitable relief.

12.10 Governing Law and Venue. This Agreement is governed by California law, excluding that state's choice of law rules. FOR ANY DISPUTE RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO arbitration of any legal dispute, to be carried out via electronic means.

12.11 Waiver of Trial by Jury. Each Party irrevocably waives any and all rights to a trial by jury in any legal proceeding arising out of or relating to this Agreement.

12.12 Amendment. Any amendment must be in writing and expressly state that it is amending this Agreement.

12.13 Entire Agreement. This Agreement, and all documents referenced herein, is the Parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject.

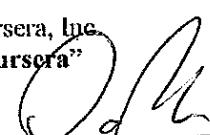
12.14 Counterparts. The Parties may enter into this Agreement in counterparts, including facsimile, PDF, or other electronic copies, which taken together will constitute one instrument.

12.15 Compliance with Laws. Each Party will comply with all federal, state and local laws and regulations, as amended from time to time, applicable to such Party's performance of its obligations under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Coursera, Inc.
"Coursera"

By: _____



"Partner"

By: _____

OFFICE OF THE
GENERAL COUNSEL

APPROVED AS TO FORM

6-2-15
Coursera 2014-10-23



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Printed Name: Daphne Koller

Title: President

Date: June 8, 2015

Printed Name: June Youatt

Title: Provost

Date: June 2, 2015

Exhibit A
Revenue Sharing

1. Coursera Monetization Model

Coursera will pay to Partner fifty percent (50%) of Net Sales received by Coursera for Courses offered through the Platform under the Verified Certificate service (the "*Revenue Share*").

2. Private Communities - Applicable Revenue Share and/or other fees shall be as set forth in an Addendum to this Agreement

Exhibit B-1
Instructor Release

Plain English Summary:

In order to assist you, here's a plain English summary of this agreement.

As an instructor, you are agreeing to:

- Give your university and Coursera the right to use the content and any new features you produce on the Coursera platform;
- Make reasonable efforts to ensure that course content accommodates people with disabilities and does not include inappropriate content;
- not misuse your administrator access to the Coursera Platform; and
- not hold Coursera responsible for any legal claims - either yours or someone else's - related to your content and use of the Coursera site.

This consent and release is made in reference to any course that is being prepared for online distribution under an agreement between Coursera and my university ("University"). I hereby grant University the absolute right and permission to use, publicly broadcast, distribute, reproduce and digitize any Content that I upload, share or otherwise provide in connection with the Course or my use of the Platform. "**Content**" means any information, data, works of authorship including videos, lectures, course materials and syllabi. To the extent I create or develop any software, interfaces or assessment features for use in connection with the Course or the Platform ("New Features"), I hereby irrevocably grant University the right to use New Features in connection with the Course. University will have the right to grant any or all of the foregoing rights and permissions to Coursera for the duration such Content is offered through Coursera's platform, and to other entities or persons in connection with any other distribution of the Course.

I represent that to the best of my knowledge, I have all necessary right and authority to grant the rights herein granted with respect to the Content I upload, share or otherwise provide in connection with my use of the Platform. I further represent that I have used and will use best efforts: (i) not to incorporate or use any libelous, slanderous or infringing Content; and (ii) to consider students with disabilities in the preparation and presentation of Content for such Course(s), such as verbally describing visual elements for the visually impaired.

I agree further that to the extent I am provided administrator access to the Coursera Platform for the purposes of loading Content I create, I shall utilize the Platform in strict accordance with Coursera's Terms of Use. Specifically, I agree not to reverse engineer the Coursera Platform, access, tamper with, break or circumvent security measures associated with the Platform, or otherwise test the vulnerability of the Coursera Platform, systems or networks unless specifically authorized to do so by Coursera.

I hereby release, discharge, promise not to sue, and hold harmless Coursera and its affiliates, successors and assigns from and against any and all claims, demands and/or causes of action arising out of or in connection with the exercise of any rights herein granted, including, without limitation, any claim for infringement, right of publicity, libel, slander, defamation, moral rights, invasion of privacy or violation of any other rights relating to any Content I upload, share or otherwise provide in connection with use of the Platform.

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I certify and represent that I have read this Release and fully understand its meaning and effect.

Instructor Printed Name: _____

Instructor Signature: _____

Date: _____

Exhibit B-2-
Guest Presenter Release

Plain English Summary:

In order to assist you, here's a plain English summary of this agreement.

As a guest presenter, you are agreeing to:

- Give your university and Coursera the right to use the content and any new features you provide including your name, image and likeness;
- represent that you have the rights to grant the permissions you are granting; and
- promise not to sue Coursera over the content that you are voluntarily providing as part of the Course.

I grant University the right to use my name, voice, image or likeness (whether still, photograph or video) and any Content I provide in connection with the preparation of the Content for the Course and the provision of the Course on the Coursera Platform. I also irrevocably grant University the right to grant any or all of the foregoing rights and permissions (i) to Coursera for the duration such Content is offered through the Platform, and (ii) to other entities or persons in connection with any other distribution of the Course. "**Content**" means any information, data, works of authorship or other materials delivered in text, photographic, audio, visual or audiovisual format, including videos, lectures, course materials and syllabi. "**Platform**" means Coursera's proprietary software platform and algorithms used to host, transmit and make Content available via the Internet.

I represent that to the best of my knowledge, I have all necessary right and authority to grant the rights herein granted with respect to the Content I upload, share or otherwise provide in connection with my use of the Platform. I hereby release, discharge, promise not to sue, and hold harmless University and its affiliates, successors and assigns and any entity, including Coursera, to which University may grant any right or permission authorized hereunder, from and against any and all claims, demands, costs and/or causes of action of any nature arising out of or in connection with the exercise of any rights herein granted, including, without limitation, any claim for infringement, right of publicity, libel, slander, defamation, moral rights, invasion of privacy or violation of any other rights relating to the use of my name, voice, image or likeness (whether still, photograph or video) in connection with the provision of the Course on the Platform or its distribution through other means.

I certify and represent that I have read this Release and fully understand its meaning and effect.

Guest Presenter Printed Name: _____

Guest Presenter Signature: _____

Date: _____

Exhibit B-3
Participation Release

Plain English Summary:

In order to assist you, here's a plain English summary of this agreement.

As a Participant in the Course, you are agreeing to:

- a. Give the university and Coursera the right to use any content you provide including your name, image and likeness; and
- b. promise not to sue the university and Coursera over your voluntary participation in the Course.

I hereby irrevocably grant University the full and absolute right to use my name, voice, image or likeness (whether still, photograph or video) in connection with the preparation of the Content for the Course and the provision of the Course on the Platform. I also irrevocably grant University the right to grant any or all of the foregoing rights and permissions (i) to Coursera for the duration such Content is offered through the Platform, and (ii) to other entities or persons in connection with any other distribution of the Course. "**Content**" means any information, data, works of authorship or other materials delivered in text, photographic, audio, visual or audiovisual format, including videos, lectures, course materials and syllabi. "**Platform**" means Coursera's proprietary software platform and algorithms used to host, transmit and make Content available via the Internet.

I hereby release, discharge, promise not to sue, and hold harmless University and its affiliates, successors and assigns and any entity, including Coursera, to which University may grant any right or permission authorized hereunder, from and against any and all claims, demands, costs and/or causes of action of any nature arising out of or in connection with the exercise of any rights herein granted, including, without limitation, any claim for infringement, right of publicity, libel, slander, defamation, moral rights, invasion of privacy or violation of any other rights relating to the use of my name, voice, image or likeness (whether still, photograph or video) in connection with the provision of the Course on the Platform or its distribution through other means.

I certify and represent that I have read this Release, fully understand its meaning and effect, and have signed this Release intending to be legally bound. The provisions hereof shall be binding upon me and my successors, heirs and assigns.

Participant Printed Name: _____

Participant Signature: _____

Date: _____

FIRST AMENDMENT TO SERVICES AGREEMENT

This First Amendment (this "Amendment") to Services Agreement (the "Agreement") is made with an effective date of November 7, 2019 (the "Effective Date"), by and between Trilogy Education Services, LLC, formerly known as Trilogy Education Services, Inc. ("TES") and The Office of the Executive Vice President of Administrative Services by and on behalf of Michigan State University ("MSU"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

WHEREAS, TES and MSU entered into the Agreement on July 5, 2018 whereby the parties envisioned MSU offering non-credit, part time intensive continuing education programs to prospective students with the assistance of TES (each, a "Program").

WHEREAS, the Parties now desire to amend certain provisions of the Agreement as set forth herein below.

NOW, THEREFORE, in consideration of the above, the parties agree as follows:

1. Amendments to Agreement. The Agreement shall be amended such that from and after the Effective Date:

- a. Section 1.1 of the Agreement shall be amended and restated as follows: "Subject to Section 11, the initial term of this Agreement is for a term of three (3) years from the later of (a) the date of execution or (b) the first day of class; provided, however, that the initial and any renewal term shall be extended for a period of time during which any Program cohort is in session such that this Agreement will terminate no sooner than the last students enrolled in all Program cohorts have graduated or withdrawn from the Program."
- b. Section 1.2 of the Agreement shall be amended such that the renewal periods, if any, shall be three (3) years long.
- c. The following shall be added to the end of Section 4.1: "Enrollment of students for the Program shall be by the terms of an Enrollment Agreement, the terms of which are to be agreed by the Parties and which document may be amended from time to time. Additionally, each Party, as applicable, shall comply with the Terms of Use and Privacy Policy agreed to by the Parties, which documents may be amended from time to time by mutual agreement"
- d. The following shall be added after the first sentence of Section 4.2: "Request for approval of use of MSU's trademarks and assets should be submitted to MSU's communications department."

- e. All references to MSU's "brand" shall be revised to read "trademarks and assets."
- f. The following shall be added to the end of Section 4.5, "TES will be responsible for complying with the Payment Card Industry Data Security Standards in connection with its activities hereunder."
- g. The following shall be added as a new Section 4.7: "Any online presence or service offered by TES for or on behalf of MSU under the terms herein ("Program Website") shall include, on each landing page first viewed by a user or visitor from an MSU server, conspicuous identification of TES or Trilogy Education Services as the owner of the website providing the servicers or Program and a conspicuous statement that the user or visitor is no longer on an MSU website. For purposes of clarity, the current Program Website is approved for use by MSU and complies with this Section 4.7."
- h. The last sentence of Section 5.5 and Section 5.7 are deleted from the Agreement.
- i. The Parties agree that 5.8 shall be deleted in its entirety.
- j. The parties agree that the second sentence of Section 6.3 shall be amended and restated to read as follows: "MSU reserves the right to offer financial support to students enrolled in the Program, including private loans, grants, discounts or scholarships, subject to cooperation of the Parties in complying with all state and federal laws applicable to such sources of funding for enrollment in the Program."
- k. The Parties agree that Section 7.1 shall be amended and restated to read as follows: "TES shall collect all Revenue related to the Program on behalf of the MSU. TES shall retain eighty percent (80%) of all Net Revenue and shall remit the remaining twenty percent (20%) of Net Revenue to MSU. For purposes hereof, (i) Revenue shall mean all monies recognized in respect of student tuition and fees, including late payment fees (if any), for the Program, (ii) Net Revenue shall mean Revenue recognized less credit card fees, ADA Costs (as defined below) and amounts actually refunded in accordance with the Program's published refund policy or otherwise agreed by the Parties, and (iii) ADA Costs shall mean the cost expended by TES of complying with the Americans with Disabilities Act for accommodations made to students in the Program."
- l. The Parties agree that Section 8.1 shall be amended and restated to read as follows: "TES shall generate a quarterly revenue report as of

the end of each calendar quarter that will show quarterly enrollments by cohort and Revenue recognized, credit card fees, ADA Costs, and refunds subtracted from the Revenue. That report will be received by MSU no later than forty-five (45) days after the end of the calendar quarter.”

- m. A new Section 8.5 is added as follows: “During the Term, MSU may upon thirty (30) days’ prior written notice to TES, and no more than once in any twelve (12) month period, request, and TES will permit, a duly authorized representative of MSU, during TES’s normal business hours and for a period not five (5) days in total, to have access to, inspect, analyze, and audit the Revenue records as the representative may require in order verify the accuracy of information reported and compliance with the terms of this Agreement; and have reasonable, supervised access to TES’s systems sufficient for the purpose of verifying TES’s information security arrangements. TES shall cooperate in good faith with MSU to reconcile any shortfall in a payment amount to MSU. All information obtained pursuant to the audit, including the results thereof shall be the Confidential Information of TES.”
- n. The 7 day period referenced in Section 10.1 shall be changed to 15 days.
- o. In order to be effective, a waiver described in Section 13.4 must be in writing and signed by an authorized representative of the waiving Party.
- p. The Parties designate the following as their notice addresses:

TES: Trilogy Education Services
31 E 32nd Street, 10th Floor
New York, NY 10016
Attn: CEO & General Counsel

MSU: Jerry Rhead
619 Red Cedar Road
D-101 Wells Hall
Michigan State University
East Lansing, Michigan 48824

2. No Other Amendments. Except as modified by the terms of this Amendment, the Agreement is hereby ratified and confirmed in its entirety, and shall remain in full force and effect in accordance with its terms.

3. General. This Amendment shall be governed by the laws of the State of Michigan and shall bind and inure to the benefit of the heirs, personal representatives, executors, administrators, successors and assigns of the parties. Captions are for convenience only and are not deemed to be part of this Amendment. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Amendment may be executed by facsimile.

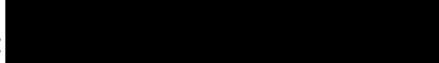
[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the day and year first written above.

TRILOGY EDUCATION SERVICES, LLC

By: 
Name: Greg Calverase
Title: Managing Director

MICHIGAN STATE UNIVERSITY, OFFICE OF THE PROVOST

By: 
Name: Teresa A. Sullivan
Title: Interim Provost and Executive Vice President for Academic Affairs


11/6/2019
OFFICE OF THE GENERAL COUNSEL DATE
APPROVED AS TO FORM

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is made and entered into by and between Wiley edu, LLC (“Wiley”) and Michigan State University (“Institution”) as of the _____ day of September, 2018 (“Effective Date”) and sets forth the terms and conditions under which Wiley shall provide services to Institution. Wiley and Institution may be individually or collectively referred to as a “Party” or “Parties”.

Whereas, Wiley provides strategic higher education consulting, comprehensive services, and support for online programs across the entire student journey;

Whereas, Institution wishes to partner with Wiley to enable it to have multiple projects with varying objectives and leverage Wiley’s expertise to support its academic programs and prospective and existing students so that they may achieve high quality results are more particularly set forth herein;

The Parties agree as follows:

1. SCOPE.

1.1 Services. The scope of services to be provided by Wiley under this Agreement shall consist solely of the specific services set forth in one or more Program Schedule(s) for the educational program (“Program”) identified therein (“Program Schedule”) or Statement(s) of Work executed by the parties under this Agreement (“Services”). A form Program Schedule is attached hereto as Exhibit A. A form Statement of Work is attached hereto as Exhibit B. A description of the Services that may be provided by Wiley and the Institution’s responsibilities and obligations pursuant to a Program Schedule are set forth in Schedule A hereto.

1.2 All Program Schedules executed by the parties shall form a part of, and are hereby incorporated by reference into, this Agreement. The Services shall be performed subject to all terms and conditions set forth in this Agreement. In the event of a conflict between this Agreement and any Program Schedule, the terms and conditions of the Program Schedule shall take precedence.

2. JOINT RESPONSIBILITIES

2.1 Cooperation. The Parties acknowledge that Wiley’s performance of its obligations pursuant to this Agreement is conditioned upon Institution’s cooperation. In particular, Institution agrees that it shall fulfill its obligations as set forth in Schedule A to this Agreement in support of Wiley’s performance of its obligations.

2.2 The Parties shall establish a Governance Committee to oversee the implementation of this Agreement and the collaboration between the Parties in accordance with Schedule B.

2.3 For purposes of administering the day to day operations of the relationship between Wiley and Institution and each Party's performance of its obligations pursuant to this Agreement, each Party shall appoint the following designees ("Designees") in writing: (i) Agreement-level Designee; (ii) individual Program-level Designees; and (iii) a Technology Designee, each of whom shall be responsible for coordinating and communicating each Party's efforts in his or her area of responsibility.

3. CORE ACADEMIC AND ADMINISTRATIVE FUNCTIONS

3.1 Institution retains sole discretion with respect to all academic and administrative decisions relating to Institution programs and courses. Institution, at all times, shall have and exercise sole and complete academic and administrative control of Institution programs and courses, including the right to determine and set program and course selection and admission criteria, tuition rates, availability, content, structure, design, and length, approve all marketing and recruitment materials, communications, strategies and efforts, determine the provision of financial aid resources, and make admissions decisions. Institution shall determine the admissibility of students to its programs and transferability of any previously earned credit in compliance with the applicable admission standards and practices.

3.2 Financial Aid. Institution acknowledges and agrees that Wiley is not a third-party servicer, as described in 34 CFR 668.25, for Title IV purposes. Wiley shall have no involvement in administering or awarding financial aid.

4. TERM

This Agreement shall commence as of the Effective Date and continue for a period of seven (7) years. The Term of this Agreement may be renewed for additional three (3) year periods upon mutual written agreement entered into at least six (6) months prior to expiration of the then current Term. In the event the Term of this Agreement expires while a Program Schedule or Statement of Work is pending, the terms of this Agreement shall continue to control until expiration or termination of the Program Schedule or Statement of Work in accordance with their respective terms.

5. EXCLUSIVITY/COMPETITION/RIGHT OF FIRST REFUSAL

5.1 Institution acknowledges that Wiley will not be compensated pursuant to a Program Schedule for its investment in the Program or for the Services until and unless students are enrolled in the Programs. In order to maximize Wiley's chance of recouping its investment, Institution shall not: (i) engage a third party vendor to provide Services or services similar to the Services for a credit-degree Program; or (ii) offer a credit-degree program that targets the same prospective or existing student audience as the student audience for a Program.

5.2 Right to Bid. If Institution desires to offer additional credit-degree granting distance learning programs supported by a third party vendor, then Institution agrees to provide Wiley written notification and permit Wiley ninety (60) business days to provide

a bid for Services for such additional programs before seeking the services of a third party to offer such additional programs.

6. FINANCIAL TERMS

6.1 Revenue Share. In the event the Parties enter into a Program Schedule that provides for revenue sharing, as consideration for the Services, Institution shall pay to Wiley a fee equal to a percentage of the total amount in tuition fees charged for courses in the Programs, net of refunds paid to students made in accordance with Institution's tuition refund policy and write offs of bad debts ("Revenue"). The revenue share percentage shall be set forth in each Program Schedule.

6.2 Wiley's revenue share shall be paid as follows:

A. No later than thirty (30) days after the first day of each academic term, Wiley shall invoice Institution for its share of tuition fees charged to all students enrolled in courses in the Program as of the date of the invoice. Each invoice shall include adjustments for any changes to Wiley's share of revenues for prior academic terms and write offs of bad debts identified to Wiley by Institution.

B. Institution shall pay Wiley all invoiced amounts within fifteen days after receipt of any invoice provided any institutional drop or refund periods have expired. MSU will process payment by wire transfer to Wiley's designated bank account.

C. Institution has campus based programs taught in a residential setting; students in such residential programs may take courses in a Program and each such enrollment in a course shall be subject to the revenue-sharing provisions of this Agreement. Students in the Programs may take campus-based courses; such enrollments shall not be subject to the revenue-sharing provisions of this Agreement.

6.3 Fees. In the event the Parties enter into a Program Schedule or Statement of Work that provides for Institution to pay Wiley fees for the provision of services, the Statement of Work shall include the fees and costs owing pursuant to the Statement of Work and the terms for payment of same.

7. AUDIT

Wiley and its duly authorized representatives, subject to any independent third-party representatives having executed a non-disclosure agreement with Institution stating the purpose and scope of the request, shall have the right, upon at least ten days written notice, to inspect, and make copies of, Institution's records with respect to the calculation of Revenues and Wiley's Revenue Share at the place or places where such records are normally retained by Institution. Such audits will be conducted during the Institution's normal business hours in a manner that does not disrupt the Institution's business operations and the cost of such an audit will be borne by Wiley. In the event that such

inspection reveals an underpayment in the amount of the share of Revenue owed Wiley from what was actually paid, Institution shall pay such discrepancy within 30 days of notification from Wiley. Notwithstanding the foregoing, prior to engaging the services (and cost) of an auditing firm, Wiley and Institution will first cooperate to attempt to remedy any inquiries mutually and to the satisfaction of both Parties.

8. TERMINATION

8.1 This Agreement may be terminated by a Party (the "Terminating Party") prior to the expiration of the Term upon the occurrence of an Event of Default that is not cured as provided in Section 8.2.1. The following shall each constitute an "Event of Default" hereunder:

8.1.1 material failure by a Party to timely perform any material obligation under this Agreement or Program Schedule, including, but not limited to the timely payment of fees due hereunder; or

8.1.2 a Party (a) files a petition in bankruptcy or for the approval of a plan of reorganization under bankruptcy laws or similar laws, or any involuntary petition in bankruptcy or plan of reorganization is filed against Wiley or Institution and is not dismissed within sixty (60) days; (b) is unable to pay its debts as they become due; (c) makes an assignment for the benefit of creditors; (d) files a petition or applies for the appointment of a custodian, receiver or any trustee for all or a substantial part of its assets; (e) consents, approves of, or acquiesces in the appointment of a receiver, custodian or trustee for all or a substantial part of its assets; (f) is adjudicated a bankrupt; (g) becomes insolvent; or (h) ceases doing business as a going concern (all such events being defined as a "Bankruptcy Event").

8.2 Termination.

8.2.1 Upon the occurrence of an Event of Default, the Terminating Party may give written notice of termination of this Agreement or a Program Schedule to the other Party (the "Terminated Party") identifying in reasonable detail the nature of the Event of Default and specifying the intended date of termination. The Terminated Party shall have sixty (60) days from receipt of such written notice to cure in all material respects the Event of Default, unless the Event of Default consists of failure to pay outstanding sums, in which case the cure period shall be fifteen (15) days. Notwithstanding the foregoing, if the Terminated Party exercises commercially reasonable efforts to timely commence cure (other than in the event of a payment default) following receipt of written notice of any non-monetary default, the Terminating Party shall extend the time to cure for a period of time which is reasonable under the circumstances, not to exceed ninety (90) days. If the Terminated Party does not timely cure the Event of Default, then this Agreement or the applicable Program Schedule shall be terminated upon the later of the termination date set forth in the notice of termination or the expiration of the appropriate cure period. If the Event of Default is a Bankruptcy Event, no notice of termination shall be required and this Agreement shall be terminated as of the date of the Bankruptcy Event. If the Terminated Party disputes in good faith the right of the other Party to terminate this Agreement or

timely and reasonably commences to cure an Event of Default and the Parties have a dispute with respect to the effectiveness cure, then the dispute resolution provisions set forth herein shall be followed before the Terminating Party may terminate this Agreement.

8.2.2 Institution and Wiley acknowledge and agree that regulations may be imposed by a recognized Regional Accrediting Association or regulatory agencies having jurisdiction over Institution or the Programs that could adversely affect the ability of both Parties to perform their obligations pursuant to this Agreement or any Program Schedule. Institution and Wiley shall each notify the other Party as soon as any such regulations are issued and shall work together to achieve compliance in a manner that reflects the benefits of the bargain contained in this Agreement. Specifically, each Party shall suggest to the other Party amendments and modifications to the terms of this Agreement or a Program Schedule that are reasonably aimed at achieving the goal identified in the preceding sentence. In the event that the Parties cannot reach agreement on amendments or modifications and one Party concludes that the existing arrangements would violate a material and applicable regulation, such Party shall have a right to provide notice of termination that would be effective not less than 120 days nor more than 360 days after the provision of such notice and, following such notice, the Parties shall work diligently together to wind down the activities contemplated by this Agreement or the applicable Program Schedule in a manner aimed to provide the least amount of inconvenience to either Party. At the end of such actions, this Agreement or the applicable Program Schedule shall be terminated.

8.3 Duties after Termination

8.3.1 In the event of termination or expiration of a Program Schedule, Wiley and Institution shall continue to satisfy their respective obligations with regard to students enrolled in the Programs at the time of termination for a period of twenty four (24) months.

8.3.2 Final Payments for Wiley Enrolled Students. Provided that the Agreement has not been terminated by Institution due to an Event of Default by Wiley, after termination or expiration of a Program Schedule, the Revenue Sharing arrangement set forth in Section 6 shall continue for all students enrolled in the Programs prior to the date of termination for a period of twenty four (24) months after the date of termination or expiration.

8.3.3 Wiley shall be permitted to access, examine and copy student enrollment and financial records pertaining to the Programs until all students enrolled in the Programs on the effective date of termination have completed their course of study and obtained a degree from Institution or until all such students have ceased to be a student of Institution. All such student enrollment and financial records may be used by Wiley for accounting and verification of fees that are due it under this Agreement.

9. INTELLECTUAL PROPERTY OWNERSHIP; LICENSES

9.1 Wiley Materials. Unless expressly stated otherwise in a Program Schedule, Wiley shall own all aspects of all Marketing Materials, software and hardware used or created by Wiley in the delivery of the Services ("Wiley Materials"). Wiley's ownership hereunder shall not extend to any School Material, as defined in Section 9.2, or Marks, as defined in Section 9.3, that are contained in the Wiley Materials.

9.2 Institution Materials. Unless expressly stated otherwise in a Program Schedule, Institution shall own all aspects of any syllabi or pedagogic materials used or created during the Term ("Institution Materials"). Institution grants Wiley a limited, non-exclusive, non-transferable royalty-free license to reproduce, transmit, communicate, display or distribute the Institution Materials in connection with Wiley's delivery of the Services pursuant to this Agreement and subject to the terms and conditions of this Agreement.

9.3 Trademarks. Institution grants to Wiley a non-exclusive, non-transferable, royalty-free limited license to use Institution's trademarks, trade names and logos (the "Marks") in any materials used by Wiley in the course of performing the Services ("Marks License"). Wiley shall: (a) clearly identify Institution as the owner of the Marks; (b) conform to Institution's then-current trademark, logo, and brand identity guidelines; (c) include any local notice or markings as required by law and (d) provide all materials using the Marks to Institution for review and approval. Institution shall respond to all requests for review and approval within ten (10) business days after submission. Wiley shall not be required to seek approval of subsequent uses of materials which have already been approved. The Parties acknowledge that each of the Marks has been in use by Institution in the marketplace prior to the date of this Agreement and there is a level of quality associated with each Mark. Wiley agrees to use the Marks only in a manner which reflects positively on the goodwill of the Marks. Wiley shall not use, or shall discontinue use of, the Marks in any way that Institution has expressly disapproved. Institution shall promptly inform Wiley of any changes of or to any of the Marks that, at such time, are being used by Wiley pursuant to this Agreement. Wiley acknowledges that its use of Institution's Marks will not create in Wiley, nor will Wiley claim Wiley has, any right, title, or interest in or to Institution's Marks other than the limited right of use expressly granted herein.

10. REPRESENTATIONS AND WARRANTIES

10.1 Performance. Wiley warrants that all work performed under this Agreement and any Program Schedule shall be done in a good and workmanlike manner in accordance with the generally accepted industry standards in Consultant's profession. Institution hereby warrants that the professional staff it assigns to the performance of its obligations under this Agreement and any Program Schedule shall be competent to perform the duties assigned to them and the duties and obligations of Institution under this Agreement and any Program Schedule shall be performed in a good and workmanlike manner.

10.2 Authority. Each Party represents and warrants that it has the requisite rights and authority necessary to enter into and carry out the terms and conditions of this

Agreement and the performance of the terms of this Agreement and its obligations under this Agreement shall not violate any separate agreement, law or regulation by which the Party is bound.

10.3 Operation. Institution warrants that it is, and hereby covenants that it will continue to be, during the term of this Agreement and any Program Schedule: (i) authorized to operate and grant degrees by the relevant higher education agencies within the state(s) in which it maintains its principal office and from which it delivers its educational programs; (ii) is eligible to receive funding or student financial support in the state(s) where it operates; and (iii) obtain and maintain state authorizations for all states in which the Parties agree that the Programs will be offered.

10.4 Intellectual Property. Wiley warrants that the Wiley Materials do not violate third party rights in any United States patent, copyright, trade secret, or other intellectual property right. Institution warrants that the Institution Materials and Marks do not violate any third party rights in any United States patent, copyright, trade secret, or other intellectual property right.

10.5 Privacy. Each Party warrants that it is in compliance with all relevant privacy laws and regulations and its respective privacy policy. Institution represents and warrants that to the extent it provides Wiley with lists containing contact information for individuals for use in marketing the Programs, Institution has obtained express consent from those individuals to receive electronic commercial messages and the phone numbers contained on the list are not registered with a Do Not Call registry (or other similar register).

10.6 Regulatory Matters. Wiley further covenants as follows:

A. that its systems of compliance and its compensation of its employees or other persons who will perform any student recruitment or admission activities for Wiley under this Agreement will be in compliance with Section 487(a)(20) of the Higher Education Act of 1965, as amended (20 U.S.C. § 1094(a)(20)), and the regulations promulgated thereunder by the U.S. Department of Education at 34 C.F.R. § 668.14(b)(22);

B. that it shall abide by the limitations on re-disclosure of personally identifiable student information from education records set forth in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g et seq.; 34 CFR Part 99 (“FERPA”) and the regulations set forth at 34 CFR Part 99. Wiley acknowledges that for purposes of performing its obligations pursuant to this Agreement Wiley will be designated as a “school official” with “legitimate educational interest” in Institution’s education records, as those terms are defined under FERPA and its implementing regulations. To the extent that Wiley gains access to such information, it shall hold it in strict confidence and it shall not use or disclose such information received from or on behalf of Institution (or its students) except as permitted or required by the Agreement, as required by

applicable law or regulation, or as otherwise authorized in writing by Institution. It shall not use such information for any purpose other than the purposes for which the disclosure was made; and

C. that it has in effect and during the Term will cause to remain in effect procedures that will reasonably assure that employees and agents of Wiley will not make “substantial misrepresentations”, as that term is defined in 34 CFR § 668.71, regarding the nature of a Program, the financial charges for a Program or the employability of the graduates of a Program, as if the regulation applied to Wiley directly with regard to students and potential students of Institution. Upon any notice given to Wiley relating to a possible or actual misrepresentation made to a student or potential student of Institution by an employee or agent of Wiley, Wiley will take all appropriate actions to assure that (i) the specific misrepresentation has been adequately corrected and (ii) similar misrepresentations will not take place in the future.

10.7 EXCEPT AS SET FORTH ABOVE, THE PARTIES SPECIFICALLY DISCLAIM ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

11. INDEMNITY AND LIMITATIONS OF LIABILITY

11.1 Institution Indemnity. To the extent allowable by law, Institution shall indemnify, defend and hold Wiley harmless from any and all damages, losses, claims, and suits arising from (i) a breach or alleged breach of any representation, warranty or covenant of Institution contained in this Agreement, (ii) claims brought by third parties arising solely out of actions or inactions of employees or agents of Institution, and (iii) copyright, trademark or other intellectual property infringement third party claims, or other actions or causes which are brought, threatened or maintained by third parties against Wiley as a result of Wiley publishing or posting the Institution Materials or the Marks as authorized hereunder.

11.2 Wiley Indemnity. Wiley shall indemnify, defend and hold Institution (includes its employees, directors, officers, trustees, or agents, and to the extent they are specifically identified, its affiliates and subsidiaries) harmless from any and all damages, losses, claims, and suits arising from: (i) a breach or alleged breach of any representation, warranty or covenant of Wiley contained in this Agreement, (ii) claims by third parties arising solely out of actions or inactions of employees or agents of Wiley, and (iii) copyright, trademark or other intellectual property infringement third party claims, or other actions or causes which are brought, threatened or maintained against Institution as a result of Institution’s use of the Wiley Materials as authorized hereunder.

11.3 In the event a third party asserts an infringement claim against either Party which could affect a Party’s performance of their obligations under this Agreement, the

Parties shall promptly confer with respect to whether to discontinue use of the allegedly infringing materials and what, if any materials to use in their place.

11.4 Limitations.

11.4.1 Limitation of Liability.

(a) Neither Party shall be liable, whether contractually or in tort, for any consequential, special, incidental, indirect or punitive damages arising out of or in connection with this Agreement or a Party's performance or failure to perform hereunder, including, without limitation, lost profits or revenues, loss of goodwill, and lost data.

(b) Except for Wiley's: (i) indemnification obligations under this Agreement; (ii) liability for damages caused by it's gross negligence or willful misconduct; (iii) liability for personal injury or death caused by the negligence of Wiley; (iv) fraud or misrepresentation by Wiley; (v) violation by Wiley of Institution's proprietary rights or abuse of its Marks; or (vi) breach of Wiley's data protection and confidentiality obligations under this Agreement, in no event shall Wiley's liability to Institution under this Agreement exceed an amount equal to the fees actually received by Wiley from Institution during the twelve (12) months preceding the event triggering the liability (or, if this Agreement shall have been in effect less than twelve (12) months, such shorter period as this Agreement shall have been in effect).

12. CONFIDENTIALITY

12.1 Definition. Confidential Information shall mean all information and data in any form which has either been marked "Confidential" by the disclosing Party or which a reasonable person would understand to be confidential. For purposes of this Agreement, all Institution Data (defined herein) shall be considered Confidential.

12.2 Obligations. Each Party shall use the same care to prevent the disclosure of the other Party's Confidential Information to third parties as it uses to avoid disclosure of its own Confidential Information of a similar nature, but in no event less than a reasonable standard of care. In addition, each Party shall take such further actions to protect the other Party's Confidential Information as that other Party may reasonably request. Notwithstanding the foregoing, each Party may disclose Confidential Information of the other Party to those of its officers, directors, employees, or agents who have a need to know such information to perform their obligations hereunder, provided that the obligations of confidentiality set forth herein are made known to and imposed upon each such person to whom such Confidential Information of the other Party is disclosed and provided further that the Party disclosing the Confidential Information shall be responsible for any breaches of this Section by its officers, directors, employees, or agents. Each Party shall notify the other Party immediately upon learning of any disclosure, loss, or use of such other Party's Confidential Information in violation of this Agreement.

12.3 Exclusions. Notwithstanding anything to the contrary herein, Confidential Information shall not include any information that a Party can demonstrate: (i) was in the

public domain at the time of disclosure to such Party; (ii) was published or otherwise became part of the public domain after disclosure to such Party through no fault of such Party; (iii) was previously disclosed to such Party without a breach of duty owed to the other Party by a third-party who had a lawful right to such information; or (iv) was independently developed by such Party without reference to or access to the Confidential Information of the other Party. Further, either Party may disclose the other Party's Confidential Information to the extent required by law or order of a court or governmental agency, provided that, to the extent permitted by law, a Party that becomes subject to any requirement or order must make reasonable effort to give the other Party prompt notice as soon as reasonably practicable and takes reasonable steps to obtain protective treatment of the Confidential information. However, in any case, MSU must be able to comply with the corresponding FOIA laws and requirements.

12.4 Return. Upon termination or expiration of the Agreement, or upon request of the other Party at any prior time, each Party shall promptly destroy the other Party's Confidential Information and all copies thereof (whether in physical or electronic media), unless (i) expressly authorized by such other Party, or otherwise required by law or governmental regulations, to retain or use such Confidential Information or (ii) such Party otherwise has ongoing or continuing rights hereunder to such Confidential Information or, (iii) with respect to any request for return prior to termination hereof, such Party reasonably requires such Confidential Information to fulfill its obligations hereunder. Notwithstanding the foregoing, the receiving Party shall not be obligated to destroy any electronically stored Confidential Information maintained in the ordinary course of the receiving Party's business for archival, backup or disaster-recovery purposes ("Backup Media"); provided however that all such Backup Media shall remain subject to this Agreement so long as it remains undeleted (which shall not exceed a period of six months after Wiley has completed providing all Services pursuant to this Agreement, any Program Schedule and Statement of Work).

12.5 Duration. The obligations of confidentiality set forth herein shall take effect as of the Effective Date and continue in full force and effect throughout the Term and for a period of five (5) years after expiration of all Program Schedules and Statements of Work, except that in the case of trade secrets, such obligations shall continue in perpetuity.

13. NON-SOLICITATION BY INSTITUTION.

Beginning on the Effective Date and continuing for a period of one (1) year after the expiration or termination of all Program Schedules and Statements of Work entered into pursuant to this Agreement, The MSU HUB for Innovation in Learning & Technology shall not seek to enter, or enter into any contract, whether oral or written, with, or solicit, employ, retain, or seek to solicit, employ or retain (i) any employee or former employee of Wiley, who performed work under this Agreement or (ii) any person, firm, corporation or enterprise by which such person is employed or with which such person is affiliated (including, but not limited to, as a consultant, shareholder, member, partner, officer or director), to provide to Institution all or part of the Services, or services competitive with the Services, provided by Wiley to Institution under this Agreement.

14. DATA USE AND SECURITY

14.1 Institution Data. To the extent Wiley shall have access to, use of, or disclosure of Institution Data, it agrees to the provisions of this Section 14. “Data” means any and all electronic or other information that is in the Institution’s possession and control, and any and all such Data that has been disclosed to Wiley. Data may include but is not limited to, information that is: (i) identified with a specific individual (e.g., “personally identifiable information” or “PII”); (ii) subject to proprietary rights under patent, copyright, trademark, or trade secret law; (iii) privileged against disclosure in a civil lawsuit (e.g., data subject to attorney-client or doctor-patient privileges); (iv) subject to laws, regulations, rules or standards that prohibit or limit disclosure (e.g., the Family Educational Rights and Privacy Act (“FERPA”), the Export Administration Act (“EAR”), the International Traffic in Arms Regulations (“ITAR”), the Health Insurance Portability and Accountability Act (“HIPAA”), the Genetic Information Nondiscrimination Act (“GINA”), the Gramm-Leach-Bliley Act; and the Payment Card Industry Security Standards Council requirements); or (v) ought in good faith to be treated as sensitive, proprietary, or confidential.

14.2 Data Security. Wiley will, and will require that any subcontractor will, store and process Institution Data in accordance with commercial best practices, including appropriate administrative, physical and technical safeguards, to secure such data from unauthorized access, disclosure, alteration and use. Such measures will be no less protective than those used to secure Wiley’s own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Wiley will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in fulfilling its obligations under this Agreement. Without limiting the generality of the foregoing, Wiley agrees that it will comply with all state and federal laws relating to data privacy and security, and at all times under the following standards:

14.2.1 Network Security. Wiley shall at all times maintain network security that includes, at a minimum: network firewall provisioning, intrusion detection, and regular third-party penetration testing of the network and all relevant computer/data storage devices. Upon Institution’s request, Wiley agrees to provide Institution with documentation attesting final results of such testing.

14.2.2 Data Security. Wiley shall protect and maintain the security of Institution Data with protection that is a commercial best practice. These security measures include maintaining secure environments that are patched and up to date with all appropriate security updates as designated, for example, by Microsoft notification.

14.2.3 Data Transmission. Wiley shall ensure that any and all transmission or exchange of Institution Data with Institution and/or any other parties expressly designated by Institution shall take place by secure means, e.g., HTTPS or FTPS.

14.2.4 Data Encryption. Wiley shall store and backup Institution Data as part of its designated backup and recovery processes in encrypted form, using no less than 128 bit key.

14.3 Ownership of Data. As between Wiley and Institution, all Institution Data is the exclusive property of Institution and its students. Wiley agrees to hold Data in strict confidence. Wiley may use Institution Data solely for the purpose of fulfilling its obligations under this Agreement, and shall under no circumstances, sell, lease, assign or sublicense the Institution Data except as authorized under this Agreement or by the express written permission of Institution.

14.4 Notice of Data Breach. Wiley shall immediately report in writing to Institution any network breach and/or use or disclosure of Institution Data not authorized by this Agreement, including any reasonable belief that unauthorized access to Institution Data has occurred. Wiley shall make the report to Institution not less than two (2) business days after Wiley reasonably believes that there has been such unauthorized use or disclosure. Wiley's report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the network element(s) and/or Institution Data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what Wiley has done, or shall do, to mitigate any negative effect of the unauthorized disclosure; and (v) what corrective action Wiley has taken, or shall take, to prevent future unauthorized use or disclosure. Wiley shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information, or any other event requiring such notification (a "Notification Event"). Institution may, in its sole discretion, choose to provide notice to any or all parties affected by a network or data breach, but Wiley shall reimburse Institution for its costs in providing any credit monitoring or similar services that are legally required as a result of any network or data breach.

14.5 Confirmation of Data Security. Prior to entering into this Agreement, Wiley shall have provided Institution its most recent Statement on Standards for Attestation Engagements No. 16 ("SSAE16") conducted by Wiley's external auditor with respect to Wiley's provision of the Services (including each of Wiley's subcontractors that provide services to Wiley in its performance of the Services).

14.6 SOC/SSAE16: To facilitate compliance with SSAE16, if Wiley must under this Agreement create, obtain, transmit, use, maintain, process, store, or dispose of the subcategories of Highly Sensitive Data which has been identified to Wiley as having the potential to affect the accuracy of Institution's financial statements, Wiley must provide Institution with its most recent SOC report and that of all subservice provider(s) relevant to this Agreement. It is further agreed that the SOC report, which will be free of cost to Institution, will be provided annually, within 30 days of its issuance by the auditor, and no later than February 1. The SOC report should be directed to the appropriate representative identified by Institution. Wiley also commits to providing Institution with a designated point of contact for the SOC report, addressing issues raised in the SOC report with relevant subservice provider(s), and responding to any follow up questions posed by Institution in relation to the SOC report. For purposes of this Agreement,

“Highly Sensitive Data” shall mean: Data that (1) by their personal nature can lead to identity theft or exposure of personal health information, or (2) a researcher, funding agency or other research partner has identified as highly sensitive or otherwise requiring a high level of security protection. Some examples are: data classified as secret by the Federal government, data that is often involved in identity theft (e.g. SSNs), data described in the Health Insurance Portability and Accountability Act (HIPAA) as needing to be secured, and data that could lead to financial theft (e.g. credit card information).

15. DISPUTE RESOLUTION; JURISDICTION

15.1 Dispute Resolution and Escalation Procedures. Except for disputes involving an alleged or actual breach of Section 12, Confidentiality, and except for Section 11, Indemnification, all disputes between the Parties under this Agreement shall be resolved in accordance with the following procedures. The Parties shall first seek to resolve any dispute by a meeting between the Wiley and Institution Agreement-level Designees, but only after the requisite opportunity to cure has passed, in the event of an alleged Event of Default. Such meeting shall take place at Institution or a mutually agreed location within forty-eight (48) hours after either the Wiley Designee or the Institution Designee receives notice from the other Party that a meeting is requested. Such notification shall be made in writing, stating the subject of the requested meeting with as much specificity as is reasonably possible, and delivered in accordance with the Notices provision of this Agreement.

15.2 Any dispute or claim arising out of or in connection with this Agreement which cannot be resolved by the Parties (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of Ingham County, Michigan. Each Party hereby consents and submits to the personal jurisdiction of such court, waives any objection to venue in such court .

16. MISCELLANEOUS

16.1 Force Majeure. If a Party is prevented from performing any task hereunder, in whole or in part, as a result of an Act of God, war, civil disturbance, labor disputes outside that Party’s control, or other causes beyond its reasonable control, such failure to perform shall not be grounds for termination of this Agreement; provided, however, that such force majeure condition shall not excuse a non-performing Party’s obligation to perform those tasks (such as tasks relating to disaster recovery) that are not prevented by the force majeure condition or to the extent such events are within the reasonable control of such non-performing Party.

16.2 Notice. Any notice required or permitted to be given to either Party under this Agreement shall be in writing, (i) delivered personally or (ii) by certified or registered mail, or (iii) overnight delivery by an established national delivery service, at the Parties’ respective addresses set forth below, as each Party may update its address from time to time in a notice delivered in accordance herewith. All notices shall be deemed effective upon personal delivery or when received if sent by certified or registered mail or by overnight delivery.

Notice to Institution:

Notice to Wiley:

Wiley.edu, LLC
Attention: Greg Finkelstein
851 Trafalgar Court
Suite 420W
Maitland, FL 32751

With a copy to:

General Counsel, EVP
John Wiley & Sons, Inc.
111 River Street
Hoboken, NJ 07030

16.3 Entire Agreement. This Agreement and its Schedules, and any Program Schedules executed by both Parties, embody the entire agreement and understanding between the Parties and supersedes all prior understandings and agreements, whether written or oral, between the Parties relating to the subject matter hereof.

16.4 Amendment. This Agreement may not be amended or modified except in writing signed by an authorized signatory of each Party.

16.5 No Waiver. Any waiver by Wiley or Institution of any provisions of the Agreement shall not imply a subsequent waiver of that or any other provision. And further, any waiver must be in writing, signed by the Party against whom such waiver is sought.

16.6 Parties Benefited. This Agreement and all future amendments shall inure to the benefit of, and shall be binding on, both Parties and their heirs, successors and permitted assigns.

16.7 Assignment. Neither Party to this Agreement shall assign or transfer all or any part of its rights or obligations without the prior written consent of all other parties; provided, however that the foregoing provisions on assignment and transfer shall not limit (i) assignment in connection with a merger or consolidation of Wiley with or into another entity or a change of control of Wiley or (ii) the subcontracting of a part of the Services to a third party by Wiley.

16.8 Applicable Law. The validity, construction, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to such State's conflict of law rules.

16.9 Taxes. This Agreement does not include charges for any taxes, which now or in the future may be deemed by a taxing authority to be applicable to the Services to be provided by Wiley. In the event a taxing authority determines now or in the future that

such Services are subject to taxation of any sort, Wiley shall invoice such taxes to Institution and Institution shall pay same simultaneously with the payment to which such taxes relate, provided that Wiley shall be responsible for its net income taxes and for taxes on any property it owns or leases. In addition, Wiley shall be solely responsible for reporting, withholding, and paying all employment-related taxes, and related deductions and payments, with regard to the Wiley employees, including, but not limited to, federal, state, and local income taxes, social security, Medicare, unemployment, and disability deductions, withholdings and payments.

16.10 Independent Contractor. It is understood and agreed that Wiley is acting as an independent contractor in performance of its obligations hereunder. Nothing herein contained shall be construed as creating the relationship of principal and agent, or employer and employee, or partnership or joint venture between Wiley and Institution, or between any employee of Wiley and Institution. Both Parties acknowledge that Wiley and Wiley employees are not employees of Institution for any purpose. In no event shall either Party be entitled to enter into any agreements on behalf of the other. Wiley shall retain the right to perform services for others during the Term of the Agreement.

16.11 Insurance Certificate. Wiley agrees to maintain during the Term, cyber liability insurance covering loss arising out of or in connection with loss or disclosure of confidential information or personally identifiable information, in a minimum amount of two million dollars (\$2,000,000.00) per loss; commercial general liability insurance with a per occurrence coverage limit of not less than one million dollars (\$1,000,000.00) and an aggregate annual coverage limit of two million dollars (\$2,000,000.00); worker's compensation and employers liability insurance, with statutory limits for workers' compensation; and an umbrella policy of insurance coverage with limits of not less than ten million dollars (\$10,000,000.00) per occurrence. Wiley shall provide for notification to Institution within at least thirty (30) days prior to expiration or cancellation of such insurance. Compliance with the foregoing requirements as to carrying insurance and furnishing evidence of it will not relieve the Wiley of its liabilities and obligations under the Agreement. Wiley shall provide to Institution, upon request, a certificate of insurance stating that Wiley has commercial liability insurance and statutorily mandated workers compensation insurance.

16.12 Electronic Signature. The Parties consent to execution and delivery of the Agreement electronically and both parties agree that an electronic signature shall be given the same legal force as a handwritten signature.

(Signature page follows)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in manner and form sufficient to bind them on the date shown below their respective signatures.

MICHIGAN STATE UNIVERSITY

By: _____

June P. Youatt

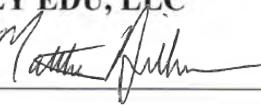
Printed Name

Its: Provost & Exec. VP, Academic Affairs

9.19.18

Date: _____

WILEY EDU, LLC

By: 

Matthew Hillman

Printed Name

Its: Senior Vice President and General Manager

Date: September 21, 2018


9-19-2018
OFFICE OF THE GENERAL COUNSEL DATE
APPROVED AS TO FORM

SCHEDULE A SERVICES

1. THE SERVICES

1.1 Market Research Services. Wiley shall conduct market research relating to marketplace size, demand, and competition for contemplated programs and new initiatives. Wiley shall conduct research and provide market research insights to Institution on an as-needed basis that report on the factors that affect the Programs as well as potential opportunities for Institution in the marketplace. The Services described in this section shall be referred to as “Market Research Services”.

1.2 Marketing. Wiley shall use commercially reasonable efforts to market the Programs to potential students for purposes of generating qualified applicants to the Programs. For the marketing of the Programs, Wiley shall prepare and distribute promotional literature, advertising copy, design ideas and other marketing materials deemed necessary and appropriate by Wiley (collectively, “Marketing Materials”). Wiley shall obtain Institution’s approval of all Marketing Materials that are specific to a Program or which use Institution’s Marks. The Services described in this section shall be referred to as “Marketing Services”.

1.3 Brand Standards. Wiley acknowledges and will adhere to the Branding Standards set forth at <http://brand.msu.edu>. All designs shall follow the MSU Web Brand Standards found here: <http://cabs.msu.edu/web/msu-web-standards.html>. Institution (MSU HUB for Innovation in Learning & Technology or its designee) shall give Wiley notice of any changes to the Branding Standards. In the case of a revision to the standards, the effective date of creation will govern which version of the standards Wiley is expected to comply with.

1.4 Customer Experience. Wiley will engage in practices throughout this Agreement that represent Institution positively and create a positive customer experience. Institution expects Wiley to make a good faith effort to engage in activities in a way that is consistent with Institution’s engagement efforts and the desire to maintain an exemplary Institutional reputation.

1.5 Marketing, Advertising and e-mail. Wiley will attempt in good faith to avoid advertising on gambling, pornographic, and other undesirable websites, web pages and related social media outlets that would NOT be considered consistent with Institution values. Wiley should periodically consult with Institution’s Communication and Brand Strategy office to obtain a current list of websites and terms to comply with this requirement. Any use of e-mail marketing and communication must follow industry best practices, including providing a clear and concise way for the recipient to opt out of future messaging.

1.6 Sales & Customer Service. Wiley shall engage in responsible sales practices that create a positive customer experience at each stage of the recruitment and retention

process. Wiley will not ignore requests by prospects and admitted students to limit the type and quantity/volume of messaging/contact. Wiley shall strive to provide excellent customer service including promptly and professionally responding to inquiries from prospective and active students.

1.7 Audit. Institution reserves the right to periodically evaluate the quality of the customer experience created by Wiley. At Institution's request, Wiley shall provide a complete contact list of prospective and current students for the month immediately preceding the request or other period sufficient for Institution to assess the frequency of contact for each prospect or student and to contact the prospective or current student to access the quality of the experience created by Wiley.

1.8 Program Coordination Services. Wiley will work with Institution Program Directors to support course planning and scheduling to optimize Institution's resources and support the successful progression of students through the curriculum. For the avoidance of doubt, Institution shall have decision authority on course offerings and faculty staffing. The Services described in this section shall be referred to as "Program Coordination Services".

1.9 Recruitment Services. Subject to the terms and conditions of this Agreement and in a manner consistent with applicable law and accreditation standards, Wiley shall use commercially reasonable efforts to recruit students to enroll in the Programs. Wiley shall advise students as to the curriculum of any Programs solely for the student's use in deciding whether to enroll; such advice shall not include counseling regarding classroom performance or other academic matters strictly within Institution's purview. Wiley shall not recruit students from states in which Institution has not obtained state authorization for the relevant Program. Where appropriate, Wiley shall refer students to applicable Institution resources, such as academic departments, admissions personnel, or financial aid professionals, for detailed information. The Services described in this section shall be referred to as "Recruitment Services"

1.10 Enrollment Coordination Services. Wiley shall collect all pertinent admissions information required to complete a student admissions file, as specified by Institution, and submit that information to Institution for final admissions decisions. Where applicable and if mutually agreed, Wiley shall be responsible for loading student application and course registration data into Institution Student Information System (SIS) according to protocols developed by Wiley and Institution with respect to the frequency of input. Wiley will continue to coordinate communication with applicant throughout the admissions process. The Services described in this section shall be referred to as "Enrollment Coordination Services".

1.11 Student Support Services. Wiley shall provide student support services to Institution to support Institution's students who are enrolled in the Programs. Student support services shall include, but are not limited to: (i) orientation of new students enrolled in a Program; (ii) assignment of Wiley personnel to Institution to answer student questions and serve as a primary point of contact for non-academic administrative services; (iii) proactive contact with Institution's students who are enrolled in each Program; (iv)

contacting designated Institution representatives if there are academic, advising, or administrative issues that require attention by Institution administrators or faculty, and (v) other similar services that Wiley and Institution deem necessary to provide student service and support to promote student success. The Services described in this section shall be referred to as “Student Support Services”.

1.12 Survey Administration. Wiley shall provide Institution with advice on the use and deployment of surveys to inform student satisfaction and recommended enhancements to a Program; administer surveys and provide results and insights to Institution. The Services described in this section shall be referred to as “Survey Administration Services”

1.13 Technical Support Services. Wiley shall provide support to Institution students, faculty and staff engaged with online courses through a 24x7x365 Personal Support Center (“PSC”). The help desk shall provide a unique, toll free number that is assigned to Institution and shall be available to anyone using the LMS and other systems utilized by the Programs. Wiley shall review PSC activities and identify trends and implement appropriate improvements. Wiley shall provide immediate notice to Institution of all scheduled and unscheduled interruptions of services. Wiley shall ensure that all Institution protocols and best practices that are documented for Wiley, or provided or available to Wiley, are adhered to in providing PSC services. The Services described in this section shall be referred to as “Technical Support Services”.

1.14 State Authorization Services. Wiley shall provide research and guidance to Institution in connection with obtaining and renewing state authorizations for the Programs that will enable Institution to offer the Programs in all 50 states. The Services described in this section shall be referred to as “State Authorization Services”.

1.15 Field Placement Services. Wiley shall provide coordination support for field clinical course credits for the Program. The Parties shall define and agree upon the time, locations, and procedures for completing field clinical course credits by a date to be set forth in the Program Schedule. The Services described in this section shall be referred to as “Field Placement Services”.

1.16 Learning Management System (LMS). Wiley shall provide an LMS and related technologies to host course materials and deliver educational experiences if Institution or program requires such service. Otherwise, programming developed by Institution within in this agreement or subsequent statements of work or addenda will be delivered via the Institution’s LMS, unless otherwise specified. The Services described in this section shall be referred to as “LMS Services”.

Accessibility. Wiley warrants that (i) web-based EIT (as defined herein) products provided under this Agreement conform to level AA of the web content accessibility guidelines 2.0 (“WCAG 2.0 AA”) and (ii) non-web-based EIT meets or exceeds the applicable accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Notwithstanding the foregoing, this provision shall

not apply and the warranty set forth herein shall not extend to (i) content faculty post to the course during live terms while they teach, (ii) student-generated content, (iii) the live events (i.e., videoconferences), or (iv) Institution licensed tools and technologies used in course delivery.

1.17 Wiley agrees to indemnify and hold harmless Institution from any claims arising out of its failure to comply with the foregoing accessibility standards.

Wiley agrees to provide evidence of compliance with these requirements before this agreement becomes effective and any other time upon reasonable request of Institution. In the event EIT provided under this Agreement does not fully conform to the standards set forth above, Wiley will promptly advise Institution in writing of the nonconformance and provide detailed information regarding the plans to achieve conformance, including but not limited to an intended timeline. Wiley's point of contact for accessibility issues identified by Institution (the "Accessibility Coordinator") is:

Name: _____

Email: _____

Phone: _____

The Accessibility Coordinator will promptly respond to and resolve Institution's complaints regarding accessibility of Wiley's products or services.

"*Electronic and Information Technology*" or "*EIT*" is information technology and any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information. The term electronic and information technology includes, but is not limited to, telecommunications products, information kiosks and transaction machines, Internet and Intranet websites, web-delivered content, software, electronic books and electronic book reading systems, search engines and databases, multimedia, classroom technology, and office equipment.

1.18 Program Development Services. Wiley shall provide support for Institution in the development of courses for Programs and in the migration and maintenance of existing Programs.

a. The Program Development Services may include all or some of the following:

- i. Program planning. Wiley shall support Institution in defining the strategy for the Program and developing a plan for Program objectives, course templates, course design, and media strategies. Course specifications and development timelines shall be developed during the Program planning phase and be mutually agreed upon prior to the production of courses for any Program. Institution Program leaders and Wiley program development leaders will

- mutually agree to media strategies and technology that support the Program objectives and fit the financial parameters of the Program;
- ii. Course design and development. Wiley shall work with Institution faculty and subject matter experts to design a course in alignment with the Program design documentation;
 - iii. Media design and development. Wiley and Institution shall agree on the best resources to achieve the media strategies outlined in the Program plan.
- b. Wiley's support for new and existing courses will include instructional design and development resources to work with Institution subject matter experts to create one master version of each numbered course in each Program according to a mutually agreed upon development schedule. Master course versions are designed to be copied into sections to be taught by several instructors. Wiley will make major revisions to courses every three years. Wiley will make reasonable minor revisions to courses on an as-needed basis. Institution program chair or designated program liaison shall request any changes to courses in writing. Wiley will assign a priority level to the revision, perform an impact analysis, and schedule an appropriate delivery date for the revised version to be offered. Institution is responsible for providing clear instructions and all content needed to make the revisions.
- c. If required, Wiley's support for existing courses will also include instructional design and development resources to migrate one master version of each numbered course in each Program to a Wiley-hosted LMS, according to a mutually agreed upon migration schedule.
- d. Instructor Training. Wiley's support will include instructor training in LMS tools and course management/instructional techniques. Training will involve both self-paced work in the LMS and synchronous sessions hosted on campus or via conferencing platforms. Training will be provided to groups and will be scheduled at mutually convenient times leading up to term start dates.

The Services described in this section shall be referred to as "Program Development Services".

1.19 Wiley Student Relationship Platform (SRP). Institution may deploy SRP on its version of Salesforce as a managed package. If Institution elects to deploy SRP to manage student lifecycle activities, including: marketing, recruitment, retention, career services, and/or alumni/advancement, then the Parties shall determine an appropriate scope of work and document a schedule outlining the responsibilities, costs, and configurations of the application. Institution shall be responsible for any contract and costs relating to the

procurement of Salesforce.com, additional applications, and related licenses. The Services described in the following this section shall be referred to as “SRP Services”.

1.20 Wiley Professional Education Solutions. Wiley may provide Institution with certain platforms and or services to support career services, credentialing management, individualized and competency based education programs, certificates or credentials. Each such solution will be determined by the intended market and curricular focus and shall be detailed in a statement of work. It is anticipated that each such statement of work shall contain substantially the terms and conditions specified in the form Statement of Work attached hereto as Exhibit B, unless otherwise agreed by the Parties in such statement of work.

2. INSTITUTION RESPONSIBILITIES

2.1 Program Development. Institution shall be fully responsible for the provision of the content and the quality of the Programs. The Programs shall be developed by Institution with review and input by Wiley that Institution shall consider in good faith.

2.2 Admissions. Institution shall determine the admissibility of students to the Programs and transferability of any previously earned credit in compliance with the admission standards and practices of Institution. The admission requirements shall be discussed during the governance process and shall be consistent with the admissions standards of other degree programs offered by Institution. Institution’s admissions standards and practices are subject to change in the sole discretion of Institution, and Institution shall provide Wiley notice of such change at least ninety (90) calendar days prior to the effective date of the change.

2.3 Personnel.

- a. Institution shall recruit, employ and compensate instructors for each Program (“Instructors”).
- b. Institution is responsible for managing Instructors and subject matter experts (“SMEs”) to agreed-upon standards and milestones to meet the development and maintenance schedules for each course and each Program and any major course revisions. Institution acknowledges that Wiley has no responsibility for the payment of any such costs or expenses.

2.4 Tuition.

- a. Institution shall determine the amount of all tuition and fees charged to students who participate in the Programs. Such charges may be changed from time to time by Institution, provided that Institution notifies Wiley in writing of any and all changes at least one hundred twenty (120) days prior to the effective date of any such change.

b. **Tuition Collection.** Institution shall be responsible for collecting all tuition and fees from students and managing and processing all applications for student financial aid.

2.5 Institution Materials. Institution shall obtain at its expense all consents, approvals and permissions necessary for Wiley to use the Institution Materials and any other materials provided to Wiley in the course of providing the Services.

2.6 Academic Records. Institution shall maintain academic records and information concerning all students enrolled in the Programs for the period of time required by applicable law. All such student enrollment and financial records shall remain the sole property of Institution, but may be accessed and used by Wiley in the course of performing the Services. All such records are Confidential Information.

2.7 State Authorizations. Institution is responsible for obtaining all necessary authorizations and accreditations for the Programs in the states in which the Parties agree that the Programs will be offered and all costs associated therewith. Institution shall provide Wiley with written notice in the event that it does not renew authorization for a Program in a particular state or in the event authorization lapses for any reason.

2.8 ADA Compliance. Institution shall provide advance notice and guidance to Wiley regarding any accommodations or potential accommodations requested by individuals with special needs in Programs. Wiley shall make reasonable commercial efforts to comply with requests subject to its obligations in Section 0.

2.9 Student Services. Institution shall permit students enrolled in the Programs to utilize Institution's student services.

2.10 Use of Third Party Software/Hardware. Institution shall be solely responsible for obtaining the right for Wiley to have access to and to use all software and hardware used by Institution and necessary for Wiley to deliver the Services. Institution shall obtain all permissions required from third party vendors, including sublicenses if any are required. Wiley shall not be liable to Institution for non-performance if Wiley's non-performance is caused by Institution's failure to obtain the requisite access for Wiley to any such hardware or software. In the event Wiley is not granted access to certain software, or certain systems are not accessible to Wiley, then Institution shall provide Wiley with data in a format and data structure to be agreed by the Parties so that Wiley is able to perform its obligations.

2.11 Program Marketing. Institution agrees to market and promote the Programs by adding a description of the programs in Institution's curriculum descriptions, websites, catalogues, student literature, admissions collateral and similar materials prepared by or for and published by Institution in whatever format.

2.12 Social Media. The respective program(s) shall provide Wiley with access to the program(s) social media account(s) at Wiley's request (including but not limited to:

Facebook, LinkedIn, Twitter, Instagram, YouTube, blogs on the .edu), for the purposes of posting and promoting the Programs.

2.13 Web Domains and Links.

- a. The respective program(s) agrees to place Wiley provided pixels and tags on program(s) website(s) located at the primary .edu of the program(s) website(s).at Wiley's reasonable request. Wiley will provide any necessary technical assistance at its own cost and expense. In addition, in the event Wiley provides Institution with recommendations for search engine optimization on the Institution Website, as relates to the Programs, Institution shall consider and implement such recommendation in the manner it deems appropriate.
- b. Institution shall provide Wiley a DNS subdomain, e.g., online.Institution.edu, which shall delegate to Wiley's DNS servers for purposes of Wiley fulfilling its obligations under this Agreement. Institution understands and agrees that Institution will provide referring redirect links from the Institution Website to web pages created and managed by Wiley. A list of redirect links will be provided to Institution detailing specific pages on the Institution Website along with requested copy. All copy and links will be approved by Institution and shall be maintained by Institution. All content of the subdomain will be in good taste and in such manner as will maintain and enhance the value any relevant Institution-branded URL and reputation. Wiley shall not include, or shall remove, content in the subdomain that Institution has expressly disapproved.
- c. Website redesign. Respective program(s) agrees to notify Wiley at least 6 months in advance of any website redesign or refresh. In the event of any redesign or refresh, Institution agrees to re-instate all existing links between website properties.

2.14 Review and Approval. The Program-level Designee or, if a Marketing Designee for a Program is identified in the Program Schedule, the Marketing Designee shall respond to requests for approval of all Marketing Materials and other materials submitted to Institution by Wiley no more than ten (10) business days after Wiley's submission of the materials to Institution. In the case of Marketing Materials related to the launch of a particular Program, Institution shall respond to requests for approval within three (3) business days after submission of the materials to Institution. If Institution does not approve the submitted materials, Institution shall provide to Wiley a written explanation describing the reason for such disapproval and an explanation for corrections necessary to receive Institution's approval. Approval by Institution's Designee shall not be unreasonably withheld or delayed, and if disapproval is not received by Wiley within the designated time period following submission of materials to Institution's Designee, the materials shall be deemed approved.

SCHEDULE B **GOVERNANCE**

The Parties will set up a two-tier joint governance structure as described below:

1. Strategic Governance Committee

This tier of governance maintains strategic collaboration between Wiley and Institution senior management. This layer will consist of executive sponsors from Institution and Wiley. The key activities of this layer include:

- Strategic Planning for the partnership
- Review performance of the program portfolio
- Review financial health of the partnership
- Discuss marketing and brand considerations
- Identify and assess factors that impact the performance of engagement
- Provide direction and leadership to Operational Governance Committee

The Strategic Governance committee shall include a minimum of one (1) senior executive from Wiley and the Institution. Additional members of the committee will be mutually agreed upon. Other representatives may be requested to join from time to time by agreement of the Parties:

This committee shall meet at minimum once per year at Institution or, if necessary, via phone, or as necessary to identify opportunities, address challenges, and/or make decisions to inform the Operational Governance Committee.

2. Operational Governance Committee:

This Committee focuses on managing the parties' performance of their obligations pursuant to the Agreement. The Committee will be co-chaired by the Institution and Wiley Designees and attended by:

The composition of the Operational Governance Committee shall be mutually agreed upon by the Parties and may change from time to time to reflect the nature of the Program portfolio.

The Committee shall meet at least twice per year to review the performance of the Programs, each Party's performance of its obligations under the Agreement and other agreed topics.

The key activities of this Committee include:

- Partnership performance
- Development of business plans
- Identification of work activities in critical areas
- Program/course scheduling and management
- Establish and review workflows
- Initiative tracking and status reviews
- Informal issue resolution

ISSUE MANAGEMENT AND RESOLUTION

The Parties shall jointly define an issue management and resolution process including:

- Define escalation processes and thresholds
- Identify exceptions and escalate issues as they occur to the appropriate committee
- Send communication to all relevant stakeholders
- Identify and recommend potential resolutions to the issue, and impact on service and performance
- Facilitate the informal issue resolution process

REPORTING

The Parties shall define standard reporting protocols and owners. Wiley will organize periodic joint reviews involving the appropriate Institution and Wiley managers to evaluate the reporting metrics and improvements required.

Exhibit A
Form Program Schedule

This Program Schedule is dated as of _____, 2017 ('Program Schedule Effective Date') and entered into between _____ ("____") and Wiley edu, LLC with offices at 851 Trafalgar Court, Suite 420W, Maitland FL 32751 ("Wiley") pursuant to and under the Master Services Agreement between the parties ("Agreement") dated _____. The terms and conditions of the Agreement are incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

Degree/credential name:	(Program)
Term length:	
Credit hour tuition/fees:	
Credits for degree/credential:	
Number of student entry points per year:	
Term of Program Schedule:	The Term of this Program Schedule shall commence on the Program Schedule Effective Date and continue for a period of 7 years from the first date upon which students are enrolled in the Program ("Service Commencement Date"). The Term of this Program Schedule may be renewed for additional three (3) year periods upon the Parties' mutual written agreement entered into at least six (6) months prior to expiration of the then current Term.
Planned Service Commencement Date:	
Institution Program Designee:	
Institution Marketing Designee:	
Wiley Program Designee:	

Services

Wiley shall provide the following services for the Program:

Service	To be provided by Wiley (Y/N)
Market Research Services	
Marketing Services	
Recruitment Services	
Student Support Services	
Survey Administration Services	
State Authorization Services	
Field Placement Services	
LMS Services	
Program Development Services	

SRP Services	
--------------	--

Baseline

Revenue Share Percentages

<i>INSERT TABLE</i>		

Additional Terms:

Baseline

If the Program contains courses that were previously offered by Institution for at least one academic term(s), the Parties shall define a baseline amount for such Program in the Program Schedule. The baseline amount shall equal the product of the Baseline Credits multiplied by the then current Program Tuition Rate.

“Baseline Credits” shall mean the greater of: (1) the average number of charged credit hours each year for the three years immediately prior to the Service Commencement Date; or (2) the total number of charged credit hours for the year immediately prior to the Service Commencement Date.

“Program Tuition Rate” shall mean the approved Program tuition rate charged per Program credit, in each year of operation of the Program.

In each year of the Program Schedule commencing on the Service Commencement Date or an anniversary thereof, one-third of the total Baseline Amount shall be deducted from Revenue each term prior to calculation of the amount due to Wiley.]

- *IF APPLICABLE*

IN WITNESS WHEREOF, the Parties hereto have caused this Program Schedule to be executed in manner and form sufficient to bind them on the date shown below their respective signatures.

MICHIGAN STATE UNIVERSITY

By: _____

WILEY EDU, LLC

By: _____

June P. Youatt

Printed Name

Printed Name

Its: Provost & Exec. VP, Academic Affairs

Its: _____

Date: _____

Date: _____

Exhibit B
Form Statement of Work

This Statement of Work is dated as of _____, 2017 and entered into between _____ (“_____”) and Wiley edu, LLC with offices at 851 Trafalgar Court, Suite 420W, Maitland FL 32751 (“Wiley”) pursuant to and under the Master Services Agreement between the parties (“Agreement”) dated _____. The terms and conditions of the Agreement are incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

WHEREAS, Institution wishes to engage Wiley to provide consulting or project based services as described herein;

THEREFORE, Institution and Wiley agree to the following project scope, Deliverables and fees.

Scope of project:

Statement of Work Term:

Deliverables:

Fees and Expenses:

Institution Designee:

Wiley Designee:

Terms:

1. Payment: Institution shall pay all invoices submitted by Wiley no later than thirty (30) days after submission of the invoice.
2. Ownership of Materials: Unless otherwise noted, all Deliverables identified in this Statement of Work shall be considered a work made for hire on behalf of Institution, and Institution shall own all rights therein, including copyright. To the extent the Deliverables or anything contained therein or attached thereto does not qualify as a work made for hire, Wiley hereby conveys, transfers and assigns to Institution all right, title and interest (including copyright) in and to the Deliverables.

3. In the event of a conflict between this Statement of Work and the Agreement, the terms and conditions of the Statement of Work shall take precedence.

IN WITNESS WHEREOF, the Parties hereto have caused this Statement of Work to be executed in manner and form sufficient to bind them on the date shown below their respective signatures.

MICHIGAN STATE UNIVERSITY

By: _____

June P. Youatt
Printed Name

Its: Provost & Exec. VP, Academic Affairs

Date: _____

WILEY EDU, LLC

By: _____

Printed Name

Its: _____

Date: _____



ORDER FORM

Order # 01191334

D2L Ltd.

500 York Road
Towson, MD 21204
Phone: 1-519-772-0325

ORDER DATE	SEPTEMBER 29, 2016
ORDER EXPIRATION DATE	SEPTEMBER 30, 2016

TO Michigan State University ("Client")
840 Services Road
East Lansing, MI, United States 48824-1046

RE: Renewal Pricing

Order Effective Date	May 01, 2017
Order End Date	August 27, 2022
User Model	FTE
Currency	\$ USD

Pricing Breakdown

Item	Transition Year	Year 1	Year 2	Year 3	Optional two-year term	
					Year 4	Year 5
Pricing Period	May 01, 2017 - August 27, 2017	August 28, 2017 - August 27, 2018	August 28, 2018 - August 27, 2019	August 28, 2019 - August 27, 2020	August 28, 2020 - August 27, 2021	August 28, 2021 - August 27, 2022
Fees Due	May 01, 2017	August 28, 2017	August 28, 2018	August 28, 2019	August 28, 2020	August 28, 2021
User Count	50000	50000	50000	50000	50000	50000
Software	\$90,333.94	\$634,517.39*	\$699,902.90	\$720,899.99	\$742,526.99	\$764,802.80
Product	\$32,258.33	\$98,404.54	\$101,356.25	\$104,397.60	\$107,529.66	\$110,755.12
Support	\$22,583.48	\$121,700.11	\$132,303.61	\$136,272.72	\$140,360.90	\$144,571.73
Services	\$87,500.00					
Total	\$232,675.75	\$854,622.04	\$933,562.76	\$961,570.31	\$990,417.55	\$1,020,129.64

* The Annual Fee for Insights is discounted in Year 1 only.

Pricing does not include applicable taxes.

Pricing Details

SOFTWARE INCLUDES



Brightspace Learning Environment - Annual Fees
Brightspace ePortfolio Annual Fees
Brightspace Learning Repository Annual Fee
Brightspace Insights Annual Fee
Cloud Services Annual Fee
Dev Environment Annual Maintenance
Dev Environment Cloud Services
QA Environment Annual Maintenance
QA Environment Cloud Services
LDAP Integration Annual Maintenance
SSO Integration Annual Maintenance
Premium SIS/HRIS Integration Annual Maintenance
PRODUCT INCLUDES
Business Continuity (Gold) Annual Fee
Auto Course Branding Tool
SUPPORT INCLUDES
Gold Administrator Support - 3 ASCs and unlimited incidents per month
Technical Account Manager 1:10
SERVICES INCLUDES
Brightspace Insights Implementation
Migration fee from On Prem to SaaS - Premium
Premium SIS/HRIS Integration Implementation

Additional Financial Terms

Item	Transition Period	Optional two year renewal period				
		Year 1	Year 2	Year 3	Year 4	Year 5
Annual Fee Per FTE	\$1.81	\$12.69	\$14.10	\$14.52	\$14.96	\$15.40
Allocated Storage	20TB	20TB	20TB	20TB	20TB	20TB
Video Note Tool Storage	2500GB	2500GB	2500GB	2500GB	2500GB	2500GB
Capture Storage	0GB	0GB	0GB	0GB	0GB	0GB



Storage Coverage Per GB Per Year	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00
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Please Note:

- The "Allocated Storage" is defined as the expected maximum amount of storage required by Client under this Agreement. Client may use additional storage above the Allocated Storage, but may be subject to additional fees. D2L provides the Allocated Storage number for planning purposes.
- Optional Products and Services set out above and any other D2L offerings not contained in this Agreement may be subject to additional terms and conditions.
- Annual Fees have had an annual increase of 3% applied
- Optional Products may have associated support costs.
- For the purposes of calculating downtime credits for which Client may be eligible under the Cloud Services Addendum, Core Components shall mean Learning Environment and the Cloud Service Fees for each Measurement Period shall be 1/12 of 25% of all annual Software, Cloud Services and Maintenance Fees as set out in the Pricing Breakdown table above for the then-current contract year. For clarity, Support Fees are not included in the Software, Cloud Services and Maintenance Fees if Support is priced separately.

SPECIAL TERMS AND CONDITIONS

The Parties hereby agree to extend the Master Agreement through and until August 27, 2022.

This Order has the following attachments:

- Cloud Services Addendum (signature required)
- Support Schedule (Gold)
- Business Continuity/Disaster Recovery Addendum (signature required)

Once Client has fully migrated to D2L Cloud Services, the License Addendum contained in the Governing Agreement shall immediately terminate.

Upon execution of a formal patent purchase agreement between MSU Technologies and D2L Corporation as per D2L Corporation's offer letter dated on or about September 29, 2016, MSU Academic Computing may apply the maximum Year 1 credits and a portion of Year 2 credits listed in the MSU Technologies offer letter in an amount equal to \$87,500.00 (exclusive of taxes) to cover the Implementation Fees listed above in this Order. In subsequent years, the remaining credits will be applied towards the Insights Annual Fee. This Special Term is subject to D2L receiving written confirmation on or by September 30, 2016 of (i) this Order from MSU Academic Computing as well as (ii) a written commitment by MSU Technologies to negotiate and finalize an agreement in good faith prior to May 1, 2017 based on the patent purchase offer.

This Order may be terminated by Client in its entirety and without any further obligation to D2L by no later than October 14, 2016.

This Order Form between D2L and Client may be accepted as a binding agreement under the terms of the applicable signed agreement between the Parties ("Governing Agreement") if it is signed and returned. Unless otherwise indicated on this Order Form, all other terms of the Governing Agreement remain in full force and effect. No modifications to this Order Form or supplemental terms provided on a PO or similar document will have any binding effect.

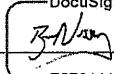
This Order Form is valid up to and inclusive of the Order Expiration Date. D2L reserves the right to accept or reject any signed Order Form after the Expiration Date.

AGREED AND ACCEPTED

D2L LTD.

DocuSigned by:

By:

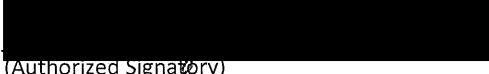


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MICHIGAN STATE UNIVERSITY

(Authorized Signatory)

By:



Name:

Brandon Nussey

Name:

Kimberly Kokenakes

Title:

CFO

Title:

Director, University Services

Date:

September 30, 2016 | 12:21 PM EDT

Date:

9/30/16

D2L

THE INDIVIDUAL SIGNING IS AUTHORIZED TO BIND CLIENT.



CLOUD SERVICES / APPLICATIONS AND HOSTING ADDENDUM

This Cloud Services / Applications and Hosting Addendum, together with the Agreement, governs terms and conditions between Client and D2L relating to Applications.

CS1 Definitions

Terms not defined in this Addendum shall have the meanings given to them in the Agreement.

CS1.01 *Available* means the D2L Learning Environment Application is available for Client's and End Users' use in all material respects. The Learning Environment Application is not Available if its response or processing time is degraded to the point where End Users experience a material degradation in their ability to submit data to, have data processed, or receive data back from the Learning Environment Application.

CS1.02 *Demarcation Point* means the outermost point on D2L's border router with the public Internet.

CS1.03 *Disaster Recovery* or *DR* means the process of developing advance arrangements and procedures that enable an organization to respond to a disaster by resuming critical business functions within a defined time frame in order to minimize loss, and restore affected areas. A DR event will be declared if an unplanned interruption of D2L's operations at D2L's facilities is projected to last over 24 hours.

CS1.04 *Downtime* means those times in which the D2L Learning Environment Application is not Available but shall not include Emergency Unavailability and Scheduled Unavailability. Each instance of Downtime commences when a Hosted Service ceases to be Available and ends when the cause of the failure is corrected and the Hosted Service is restored to normal operation.

CS1.05 *Emergency Unavailability* means those times when material components of the D2L Learning Environment Application is not Available for Client use resulting from the existence or repair of software bug/virus/worm, hardware failure, third party communication failure, force majeure (excusable delay), Disruption (as defined in the Agreement), or other event that is outside D2L's commercially reasonable efforts to mitigate unavailability through industry standard processes and network design or those unavailable events arising from Client error or negligence, and D2L is able to notify Client in advance. If possible, D2L shall make commercially reasonable efforts to provide Client reasonable notice prior to making the material components of the Applications unavailable for Client use during Emergency Unavailability. For clarity, the foregoing will be considered as Downtime if D2L is unable to provide Client with at least 24 hours of advance notice of an impending period of Emergency Unavailability. D2L will use reasonable commercial efforts to schedule such Emergency Unavailability between midnight and 7:00 am US Eastern Time.

CS1.06 *Hosted Services* means the hosting by D2L or its Vendors (as such term is defined in section CS11.03) of the Applications and Client Information for Client's access and use under this Agreement.

CS1.07 *Measurement Period* means each calendar month commencing from the Effective Date. For purposes of clarification each calendar month shall constitute a distinct Measurement Period.

CS1.08 *Scheduled Unavailability* means the times in which the material components of the D2L Learning Environment Application are not Available: 1) in accordance with posted maintenance schedules which may, in the sole discretion of D2L, be changed from time-to-time on 30 days' notice, or; 2) as a result of an agreement between Client and D2L, for example, to accomplish an Upgrade. Notwithstanding the foregoing, Scheduled Unavailability shall not exceed six (6) hours per month and may not take place between 7:00 am and midnight US Eastern Time.

CS2 Grant of Use

CS2.01 Upon the Effective Date, D2L shall permit Client to use Applications in a non-exclusive, non-transferable, time-limited (revoked upon termination) manner as set forth in the attached Order by the specified number of FTE. Should Client not pay according to Section CS6, this Addendum is terminated.

CS2.02 This grant of use authorizes Client to grant access to Applications to the number of FTE as set out in the Order and other Guest Users as set forth below. For purposes of this Addendum, *FTE* means a user model that accounts for Client's and Client College of Law's number of student full-time equivalents over the course of a year as reported by Client and verifiable through a published and reputable source (e.g. IPEDS). For clarity, those persons who log into the Cloud Services for the sole purpose of providing or administering instruction will not be considered an FTE. Client or Client's authorized administrative End Users may grant access to Products and Services to FTE and users who are not, in Client's sole discretion, affiliated with Client ("Guest Users") provided that Guest Users are not granted administrator privileges within Applications, and access to Products and Services is limited to the scope of the project, group or course. Each Guest User account shall be time-limited.

CS2.03 Client shall cease all use of Software licensed and installed at Client's premises under Client's License Addendum within eighteen (18) months from the Effective Date of this Addendum, and shall return such Software to D2L or certify to D2L that it has been destroyed, and such License Addendum shall terminate. For clarity, upon termination of the License Addendum in accordance with this section, Client may only use the D2L Applications made available to Client under this Cloud Services Addendum.

CS3 Provision of Cloud Services

CS3.01 Unless the Agreement expressly provides otherwise:

- 3.01.1 Client will provide all connectivity and infrastructure to the public Internet necessary for Client to access the Hosted Services at the Demarcation Point;
- 3.01.2 Client will bear all risk associated with the reliability of the public Internet through which Client accesses the Demarcation Point; and
- 3.01.3 D2L will provide all hardware, software, services, connectivity and other resources necessary to provide the Hosted Services at the Demarcation Point as required by this Addendum and D2L assumes all risk associated with any failure on D2L's side of the Demarcation Point.

CS3.02 D2L will make Available the Hosted Services:

- 3.02.1 At the Demarcation Point;
- 3.02.2 Functional and compliant in all material respects with the Documentation; and
- 3.02.3 With speed and response times (from arrival of requests, commands, input, and queries at the Demarcation Point until the response, output, or result is available to Client and End Users at the Demarcation Point) consistent with Documentation, commercial workflow and usability.



CS4 Term

CS4.01 This Addendum shall be effective from the Effective Date or start date listed in the relevant Order until the earlier of the termination of the Agreement or as indicated on an Order ("Initial Term").

CS4.02 Renewal. At the end of the initial 3 year term, this Addendum may be extended for one additional two year term at the rates listed in the Order during the final year of the initial term, if Client notifies D2L of its intent to extend this Addendum at least 60 days before the end of the Initial Term. Thereafter, this Addendum may be renewed as agreed between the Parties.

CS4.03 D2L will delete or destroy Client Information residing on D2L Networks 30 days after termination, unless otherwise agreed in writing. Prior to the end of such 30-day period, Client may avail itself of certain export tools within the Applications to allow Client to export course content materials in a standard packaged format as well as to export grades and other specific data elements in the Applications. If Client requires additional support, D2L shall provide such data export services for a fee on a time and materials basis under an Order, and if Client wishes to extend the Services for purposes of effecting a transition to another system, the Agreement will be extended on mutually agreeable terms. In the event Client requests destruction of its data, D2L agrees to take actions with respect to all of Client's data in its possession (or in the possession of any of D2L's Vendors) that render such data written on removable media or upon disposal of the storage equipment unrecoverable by both ordinary and extraordinary means (the actions must meet or exceed those sections of NIST SP 800-88 guidelines relevant to data categorized as high security). D2L agrees to provide documentation of data destruction to Client.

CS5 Support

CS5.01 Support services are set forth in the Support Schedule attached to this Addendum and are coterminous with this Addendum.

CS5.02 Modifications to Applications or Cloud Services. D2L may modify the Applications or Cloud Services. D2L will advise Client of modifications having an impact on Client in advance where feasible, and in any event once such modifications having an impact on Client have been made.

CS6 Payments

CS6.01 Client shall pay the Fees as per the Fees and Rates Schedule, or, for additional work, as specified in an Order.

CS7 Use of Applications; Client Information

CS7.01 Client may use or access Applications for its use only. No third party, other educational institution or business group or entity other than that identified in the attached Schedules(s) may make use of, or obtain access to, Applications without a separate Agreement.

CS7.02 *Data Hosting.* D2L will host Client Information in the United States unless otherwise expressly agreed between the Parties; for clarity, D2L's support organization is located in Canada and any troubleshooting of Client Information may be performed in Canada. Client owns and retains all right, title and interest to, or has appropriate possessory rights in Client Information. D2L makes no claim of title or ownership to or in Client Information.

CS7.03 *Prohibition of Unauthorized Use of Data.* D2L agrees to hold Client Information in strict confidence. D2L shall not use or disclose Client Information received from or on behalf of the Client except as required by law, or as otherwise set out herein or authorized in writing by the Client. D2L agrees that any and all Client Information exchanged shall be used expressly and solely for the purposes enumerated in the Agreement.

CS7.04 *Data Security.* D2L will store and process Client Information in accordance with commercial industry practices, including appropriate administrative, physical and technical safeguards, to secure such data from unauthorized access, disclosure, alteration and use. Such measures will be no less protective than those used to secure D2L's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. D2L will use industry-standard security tools and technologies such as anti-virus protections at relevant end points and entry points and intrusion detection methods in providing services under this Agreement. D2L agrees that it will comply with all state and federal laws relating to data privacy and security, and at all times under the following standards:

7.04.1 *Network Security.* D2L shall at all times maintain network security that includes, at a minimum: network firewall provisioning, intrusion detection, and regular third party penetration testing of the network and all relevant computer/data storage devices. Upon Client's reasonable request no more than once per calendar year, D2L agrees to provide Client access to its penetration test results and documentation of its network standards. If D2L will process or hold payment card information, D2L shall maintain network security that conforms to the latest PCI/DSS standards.

7.04.2 *Data Transmission.* D2L shall ensure that any and all transmission or exchange of Client Information with Client and/or any other parties expressly designated by Client shall take place by secure means, e.g., HTTPS or FTPS.

7.04.3 *Data Storage.* D2L shall ensure that any and all Client Information will be stored, processed, and maintained solely on designated target servers and that no Client Information at any time will be processed on or transferred to any portable or laptop computing device or any other portable storage medium, unless that storage medium is in use as part of D2L's designated backup and recovery process.

7.04.4 *Data Encryption.* D2L shall store and backup Client Information as part of its designated backup and recovery processes in encrypted form, using no less than 128 bit key.

CS7.05 *Notice of Data Breach.* D2L shall report in writing to Client any network breach and/or use or disclosure of Client Information not authorized by the Agreement (a "Network or Data Breach"). D2L shall make the report to the Client not less than two (2) business days after D2L reasonably believes that there has been such unauthorized use or disclosure. D2L's report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the network element(s) and/or Client Information used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what D2L has done, or shall do, to mitigate any negative effect of the unauthorized disclosure; and (v) what corrective action D2L has taken, or shall take, to prevent future unauthorized use or disclosure. D2L shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information, or any other event requiring such notification (a "Notification Event"). Client may, in its sole discretion, choose to provide notice to any or all parties affected by a Network or Data Breach.

CS7.06 *Disaster Recovery.* If Client purchases a DR offering from D2L, the RTO (Recovery Time Objective) and (RPO) Recovery Point Objectives will be set out in the applicable DR offering. If a DR offering is not purchased from D2L, Client's site content will still be replicated to a secondary facility; however, should a DR event occur, Client's site will be brought back online after those of other D2L customers who have purchased DR offerings, and as resources become available.

CS7.07 *Storage Overages.* Client is responsible for managing the purge and archiving capabilities of the Applications. If Client exceeds the allotted storage allowance purchased from D2L, Client shall be responsible for overages in accordance with the Agreement or, if no storage overage fee is specified, at D2L's then-current rates. Client shall not be responsible for overages resulting from limitations of purge and archiving capabilities of the Applications to correctly and completely purge data from



the Applications. Client may obtain Client Information that was deleted from the system during the thirty-day period immediately preceding the date of Client's request for such deleted Client Information. Client may request reports on total storage from Client's Technical Account Manager no more than once per calendar quarter. For the purposes of determining storage overages, disk space used will be determined based off of the usable storage allocation to Client. For illustration, if Client uploads 1GB of files to the Learning Environment, for the purposes of calculating overages, Client will be deemed to be using 1GB of storage regardless of the efficiency of the underlying storage technologies or the actual raw disk space consumed.

CS7.08 Audit. D2L may view the Client's site no more than twice a year in a manner that does not disrupt Client's business for the purpose of ensuring compliance by Client with the terms of this Agreement. If the audit reveals that Client's use of Applications materially exceeds its permitted use, Client shall pay D2L's then-current Fees and reasonable administrative fees.

CS7.09 Network Data Transfer. Client shall be entitled an unlimited amount of data transfer including web server traffic, FTP traffic, IMS Caliper streams, and any other network traffic at no additional charge or fee. Client recognizes that D2L incurs costs for outbound transfers of data, and if D2L reasonably determines that Client's outbound transfers of data is in excess of transfers effected by similarly-situated customers, D2L and Client will agree to discuss Client's requirements in order to arrive at a mutually agreeable solution to address any excessive outbound transfers.

CS8 Certifications and Monitoring

CS8.01 Industry Certifications. D2L is, and maintains, ISO 27001 compliance or other relevant certification for its Cloud Services environment, supporting processes, application development, data centers, and general operations. D2L engages third party providers to perform hosted network infrastructure and application-level security audits on an annual basis. D2L's data centers and hosting vendors are, and maintain, SSAE 16 SOC 1 and/or SOC 2 compliance. D2L will disclose to Client the summary results of such certifications upon signature of a non-disclosure agreement if and as necessary. In the event that the SSAE16 audit results in a finding that D2L's data security processes are inadequate, D2L shall promptly (i) prepare a remediation plan, (ii) provide such plan to Client for its review and acceptance, and (iii) implement such remediation plan as accepted by the Client. D2L's failure to take reasonable steps to remediate any such finding will constitute a material breach of this Agreement.

CS8.02 Monitoring. D2L will use certain methods to monitor the Cloud Services in order to maintain service levels, including the use of (i) tools to monitor the infrastructure and warn the D2L Network Operations Center when infrastructure capacity is approaching a threshold in order to provide advance warning to replenish the resource; (ii) applications performance management software to probe the Applications and assist in optimizing the platform for End Users; and (iii) monitoring systems external to the environment to provide a view of the Applications from an End User perspective.

CS9 Service Objectives

CS9.01 Availability. Throughout each Measurement Period the D2L Learning Environment Application shall be Available at least 99.9% of the time.

CS9.02 Downtime and Emergency Unavailability. D2L shall undertake commercially reasonable efforts to rectify any Downtime or Emergency Unavailability.

CS9.03 Notice of Emergency Unavailability. If possible, D2L shall make commercially reasonable efforts to provide Client reasonable notice prior to making the D2L Learning Environment Application unavailable for Client use during Emergency Unavailability. Notwithstanding the foregoing, no period of Emergency Unavailability during which any Availability commitment is suspended or modified will toll or reduce D2L's obligations unless D2L has given client at least 24 hours of advance notice; provided, however, that no such notice will be required and the period of Emergency Unavailability will not contribute to the calculation of Downtime if D2L is addressing a security issue that was not caused by D2L (e.g., if there is a vulnerability in Windows or other third party program not provided by D2L).

CS9.04 Reporting, Investigation & Classification. Client shall report incidents to D2L Support that it considers Downtime immediately, but in no event later than 72 hours from when Client became aware of, or reasonably should have become aware of, the occurrence; failure to do so shall disentitle Client to any credit for that incident under this Addendum. In reporting, Client shall provide D2L sufficient information to investigate and classify the incident, including: date, duration, and description of occurrence. D2L shall investigate and reasonably classify any reported outage/occurrence as Scheduled Unavailability, Emergency Unavailability, or Downtime. In making its classification, D2L shall rely solely upon its own statistics software and monitoring equipment. For any month(s) during which an Incident occurs that results in credits to Client under this Addendum, Client may request, and D2L will provide, a report outlining the calculation of such credits. If such reports are materially inconsistent with Client's calculations regarding credits, Client may request and D2L will provide the raw unedited data to demonstrate the accuracy of D2L's calculation of, and remittance for, service credits.

CS9.05 Downtime Credit. If after investigation and classification, D2L determines that Downtime during the Measurement Period was such that Availability fell below the level stated in this Addendum, Client shall be entitled to a credit on Cloud Services Fees during the relevant Measurement Period, calculated on the following basis:

Availability	Client credit
99.9% ≤ x ¹	N/A
99.5% ≤ x < 99.9%	10% of Client's Cloud Services fee for that Measurement Period
99% ≤ x < 99.5%	15% of Client's Cloud Services fee for that Measurement Period
98% ≤ x < 99%	20% of Client's Cloud Services fee for that Measurement Period
90% ≤ x < 98%	30% of Client's Cloud Services fee for that Measurement Period
x < 90%	50% of Client's Cloud Services fee for that Measurement Period

CS9.06 Remedy. Any credit so determined may only be applied against subsequent Cloud Services Fees on renewal of the Cloud Services Addendum or against the next annual invoice and shall be Client's sole remedy if that Availability falls below the level stated in this Addendum; provided, however, that if this Cloud Services Addendum is terminated or expires such that the entire credit cannot be applied for Client's benefit, D2L shall promptly refund such amount to Client. Notwithstanding

¹ x = Availability



the foregoing, if Availability is less than 90% in three (3) consecutive months, or during four (4) months in any twelve (12)-month period, then Client may either (a) terminate the Master Agreement and receive, within 45 days of such termination, a pro-rata refund of all prepaid fees; or (b) use reasonable commercial efforts to assist Client to install a mutually acceptable version of the Applications an equivalent solution at Client's location.

CS10 Additional FTE

Client may increase its number of FTE upon paying the appropriate fee.

CS11 General

CS11.01 During the migration project, D2L will work with Client to migrate existing standard integrations such as Single Sign On (SSO), Active Directory (AD), Student Information System (SIS), and D2L approved partner integrations. Existing custom integrations developed by Client will be evaluated on a case by case basis and D2L will either recommend that they be migrated to the Cloud, or identify an alternate approach that is D2L supported and approved. This effort may impact the scope of the project, and any change in scope will be evaluated and assessed by D2L in consultation with Client. Client is expected to complete user acceptance testing through this migration process. Any integration requirements following the completion of the migration project are the responsibility of Client, and may be done through APIs, D2L Partner Network, or by D2L under a Consulting engagement.

CS11.02 Acceptance Testing. Migration to D2L Cloud Services shall be subject to acceptance testing as set out in a Statement of Work to be mutually agreed between the Parties. Such Statement of Work will include project scope, project deliverables, acceptance criteria, project assumptions, and project schedule. Following cutover, if the Services do not conform to the Documentation in all material respects, then Client may elect to remain in an on-premise solution until a new date for cutover is established by means of a change request to the Statement of Work, and D2L shall work to resolve any issues to enable cutover on the subsequent date as agreed.

CS11.03 D2L reserves the right to use third parties ("Vendors") who are under a covenant of confidentiality with D2L, including subcontractors located in the United States to assist with the Products and Services, including hosting, data migration, configuration, implementation and custom code development processes. D2L shall be responsible to Client for the acts and/or omissions of such Vendors as between D2L and Client. For certain Products and Services such as mobile apps or collaborative workspaces, D2L may enter into separate agreements directly with End Users. In the event of any dispute involving an End User, Client and D2L arising from such mobile app or collaborative workspace, if and to the extent that there is a direct conflict between the separate End User agreement and this Agreement, this Agreement will prevail.

CS11.04 If Client requests or selects other third-party software or services to be integrated or used with the Products and Services, Client agrees that D2L may allow such third party providers to access Client Information as required for the interoperation of such software or services with the Products and Services, and any exchange of data or other interaction between Client and a third party provider is solely between Client and such third party provider. D2L shall not be responsible for any disclosure, modification or deletion of Client Information resulting from any such access by such third party.

CS11.05 Notwithstanding anything to the contrary in the Governing Agreement, to deliver, develop, test and improve the Products and Services required under the Governing Agreement and provide to its clients generally, D2L may collect, store, analyze, and interpret data elements acquired by, associated with, or provided in the use of Applications and Software ("Analysis") as may be required for Analysis purposes. All individual data elements of the Analysis are property of their respective owners. All usage data related to performance or use of the Products and Services and algorithm, computational, or cumulative results of the Analysis are wholly-owned by D2L. Client may be responsible for the payment of Fees to D2L should Client wish to access or generate any computational or cumulative results from Client Information using certain Products and Services with analytic capabilities. All rights, including all intellectual property rights, in and to Client Information shall remain the exclusive property of Client. To the extent Client utilizes Client Information to create derivative data, including analytic data, without use of D2L Services, such data shall be the exclusive property of Client. Client may be responsible for the payment of Fees to D2L should Client wish to access or generate any computational or cumulative results from Client Information using certain Products and Services with analytic capabilities. Such results shall be the exclusive property of Client and exportable by Client without additional charge.

CS11.06 D2L will use reasonable commercial efforts to see that the Brightspace Learning Environment and Brightspace ePortfolio, including any Upgrades, comply with Web Content Accessibility Guidelines (WCAG) Version 2.0 Level AA. To the extent that the Brightspace Learning Environment and Brightspace ePortfolio fail to meet the WCAG 2.0 AA standards and provided that such failure was caused by D2L, D2L will apply those technically feasible solutions available to remediate non-compliant Applications in a manner that is commensurate with the severity of the non-compliance.

AGREED AND ACCEPTED

D2L LTD
DocuSigned by:

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By:

MICHIGAN STATE UNIVERSITY

(Authorized Signatory)

Name:

Brandon Nussey

Name:

Kimberly Kokenakes

Title:

CFO

Title:

Director, University Services

Date:

September 30, 2016 | 12:21 PM EDT

9/30/16



SUPPORT SCHEDULE

Support shall be as specified below. These terms are subject to change in the reasonable discretion of D2L after informing Client. Support fees are set forth in the applicable Order.

S1 Definitions

- S1.01 *Emergency* means an Incident that is time critical, materially impairs the use of Applications and is essential to the operation of Client's business.
- S1.02 *General Support* means access to the client web site, general notifications, advisories, newsletters and similar services.
- S1.03 *Incident* means a query regarding, or user-identified concern about Applications.
- S1.04 *Support* means Application assistance, help desk and remote support, Upgrades, fixes, and other services set out in this Support Schedule.

S2 Authorized Support Contact Name(s) (ASC)

- S2.01 Client shall provide name(s) of its Authorized Support Contact(s) (ASC) to D2L. Authorized Support Contact(s) will have privileges to log and monitor Support. Authorized Support Contact(s) may access D2L's client website (www.Brightspace.com) for information about how to obtain Documentation and available Upgrades. The Authorized Support Contact may contact D2L Support up to the number of Incidents specified below in section S13 based on the level of Support selected.

S3 Support

- S3.01 D2L provides Support to Client during the times specified in the tabled below in section S13 based on the level of Support selected.
- S3.02 Support is available to record Incidents, explain the functions and features of Applications and clarify the contents of Documentation. Incidents may be submitted through D2L's web-based portal, or using a predefined D2L Support email address, or by calling the D2L helpdesk.

S4 Remote Access

- S4.01 To allow D2L to assess Incidents in the Applications, Client shall use reasonable efforts to permit D2L remote access to Client's systems.

S5 Additional Authorized Support Contact(s); Number of Contacts

- S5.01 Additional Authorized Support Contact(s), beyond the one(s) currently included in the Fees and Rates Schedule, are available at the cost set forth in the Fees and Rates Schedule.

S6 Escalation

- S6.01 If D2L is unable to resolve a request in a reasonable length of time as set out in the table in section S14, or if the priority or severity of the request changes due to external factors, the request will be escalated. D2L support may request additional information to assist in the understanding of the problem. Escalation may require further research by the Help Desk, consultation of other D2L support staff members, and/or consultation with the D2L development team.

S7 Reporting of Support Services

- S7.01 D2L will itself monitor D2L's performance and calculate and remit all credits.
- S7.02 D2L shall give Client monthly electronic or other written reports and updates of:
 - S7.02.1 the nature and status of its efforts to correct any Incident, including a description of the Incident and the time of D2L's response and resolution;
 - S7.02.2 its service level performance, including Initial Incident Engagement, Communication Frequency, and Resolution Times; and
 - S7.02.3 the Response/Resolution Time Credits to which Client has become entitled.

S8 Other Services

- S8.01 Client may not use Support for services other than Support. Services not identified in this Schedule, including training, implementation, modifications, configuration and communications, will be charged at the Rates, except for out-of-pocket and per diem expenses.

S9 Language of Support

- S9.01 All Support will be provided in the English language unless agreed otherwise in the Order. If Support is provided in another language without written agreement or modification through an Authorizing Document, then there is no guarantee of follow-up or to provide further Support in a language other than English.

S10 Termination

- S10.01 Support is terminated when the Agreement expires or is terminated.

S11 Reinstatement

- S11.01 If Client is in default for payment under the Agreement, D2L may, at its option, (a) charge a reinstatement fee to reinstate Support and charge for future Support according to D2L's then-current support policies; or (b) decline to provide Client Support.

S12 End Users

- S12.01 If Client elects to purchase optional End User support, End User Support for questions about Applications will be available to Client's End Users via the options listed in the table in section S13 based on the level of support selected.



S13 Support Features Table

	Bronze	Silver	Gold	Platinum
	Features			
Incidents included per month	5 (Additional monthly contacts are available at the cost set forth in the applicable Order)	Unlimited	Unlimited	Unlimited
Approved Support Contacts	1 ASC	2 ASCs	3 ASCs*	5 ASCs
Hours of Support	8:00am to 8:00 pm EST Mon-Fri	24x7x365	24x7x365	24x7x365 Dedicated 800#
	Reporting and Review Meetings			
Incident Reports	n/a	n/a	Monthly	Monthly
SLO Reports	n/a	n/a	Quarterly	Monthly
Cloud Performance Dashboard	n/a	n/a	Yes	Yes
Root Cause Analysis Reporting	n/a	n/a	n/a	Yes
Historical Incident Access	Yes	Yes	Yes	Yes
Support Review Meetings	n/a	n/a	Semi-Annual	Quarterly
	End User Support (if selected)			
End User Support Access	n/a	chat, email, and web	chat, email, web and phone	chat, email, web and phone

* Backup ASCs for each of the 3 primary ASCs shall be provided.

S14 Target Response and Resolution Times; Severity Level Descriptions

Target Response and Resolution Times

Support Offering Level	SLO	Severity Level	Initial Incident Engagement	Communication Frequency*	Target Resolution Time
Gold	80% (Within Time Shown)	One	30 Minutes	Every 1 Hour	24 Hours
		Two	4 Hours	Every 8 Hours	48 Hours
		Three	12 Hours	Daily	72 Hours
		Four	24 Hours	Daily	5 Business Days

* Or as agreed to with the customer at the time of the incident

In the event D2L's Initial Incident Engagement, Communication Frequency, or Target Resolution Times do not satisfy the applicable Service Level Objective (SLO) for any reported Incident as set forth above, then Client will be entitled to a credit against its subsequent payment obligations according to the following table (the "Response/Resolution Time Credit").

Priority	Response Time Failure Credit*	Resolution Time Failure Credit*
All levels	2% of quarterly Support Fees from the SLO of 80% (within time shown) if the response time SLO (including Initial Incident Engagement and Communication Frequency metrics) across all incidents in all categories is not met as measured over a quarter. 20% of quarterly support Fees if response time falls below 40% across all incidents in all categories as measured over a quarter.	5% of quarterly Support Fees from the SLO of 80% (within time shown) if Target Resolution Time SLO across all Incidents in all categories is not met as measured over a quarter. 50% of quarterly Support Fees from the SLO of 40% (within time shown) if Target Resolution Time SLO across all Incidents in all categories is not met as measured over a quarter.

* Credits shall be, in the aggregate, no more than 100% of the quarterly Fee for Support.



Severity Level Descriptions

Priority Level	Description	Scope
1	D2L Application is down or unable to restart the system; critical software problem with a high impact on day-to-day use.	System is not accessible to any users; Critical tools needed for normal operation are not usable; Critical data is not accessible; Data is being lost due to a problem with the D2L Application; The security of the Application is compromised
2	Use of the system is significantly impaired, making it very difficult to use in the manner intended	Servers are up and running, but users are unable to access entire components of the System; Presence of the problem prevents a particular tool or function from working and there are no alternatives to achieve the desired end result; A problem that is causing significant impact to portions of the System; The Client is exposed to an interruption of service - For example, a high number of users in a class having difficulty posting information in a discussion area, or users cannot access a specific course; Custom Tools that are not working after an upgrade.
3	All major sections are working and, the installation is up and running, but there seems to be several small issues within some sections that make the Applications difficult to use, minimal impact on the production server as a whole.	Problem is not serious by nature; Overall system has not failed; Unexpected results within routine tool or function; An issue limited to a small number of users, courses, or resources; Issues specific to a user/course/resource not significantly affecting use of the system
4	User needs instructions, minor issues with little to no impact on the production system as a whole. Informational requests about the system and general inquiries.	No effect on production system; Minor questions on usability, informational requests about the platform or feature requests; Isolated unexpected behavior that cannot be reproduced and has little to no impact on the system or the users at large



DISASTER RECOVERY/BUSINESS CONTINUITY ADDENDUM

This Disaster Recovery Addendum, together with the Agreement, governs terms and conditions between Client and D2L relating to Disaster Recovery Services.

DR1 Definitions

- DR1.01 Backup Capability means D2L's Backup System Configuration has at least one secondary location.
- DR1.02 Backup System Configuration means the applications, computers, peripheral equipment and related telecommunication systems that have the same functionality as the standard production infrastructure capacity for the D2L Cloud Services as it existed at D2L's primary site immediately prior to the Disaster. The Backup System Configuration does not include non-production environments such as development and test configurations or non-critical integrations with 3rd party products.
- DR1.03 Disaster means any unplanned interruption of D2L's operations at D2L's facilities, including its data center(s) reasonably projected to last over 24 hours.
- DR1.04 Disaster Notification means the notice D2L delivers to Client upon declaring a Disaster.
- DR1.05 Failover - means use of a Secondary Site to assume computing and related services as a consequence of a declared Disaster, or in the course of DR Testing, whether transition to the Secondary Site is automatic, manual, or both.
- DR1.06 RPO (Recovery Point Objective) means the maximum amount of electronic data that D2L is permitted to lose in the event of a Disaster. The RPO is four (4) hours.
- DR1.07 RTO (Recovery Time Objective) means the length of time, from the point of the Disaster, in which the impacted Cloud Services are to be restored. The RTO is 6 hours.
- DR1.08 Subscription Fee means the current fee for Client.
- DR1.09 Term. This Addendum shall be coterminous with the Agreement.

DR2 Usage

- DR2.01 If D2L experiences a Disaster, D2L shall use reasonable efforts to send to Client a Disaster Notification as soon as reasonably possible within a reasonable time of D2L's declaring the Disaster.
- DR2.02 Establishment and use of the Disaster Recovery services is subject to and may require reasonable cooperation of Client.
- DR2.03 D2L shall ensure that Client has access to the Backup Capability as set forth in the Fee and Rates Schedule after the Disaster Notification (RTO).
- DR2.04 D2L shall ensure that Client has no more than the number of hours of data loss (RPO) set forth in the Fee and Rates Schedule.
- DR2.05 D2L shall restore Client to normal, fully-functional operations at D2L's primary site as soon as reasonably possible. In the event of a Disaster requiring the Failover of D2L Cloud Services from the Primary Site (defined below) to the Secondary Site (defined below), D2L will rebuild the Primary Site as soon as is commercially feasible after the Disaster event. If the Secondary Site becomes the Primary Site, D2L will rebuild the Secondary Site as soon as is commercially feasible after the Disaster event.
- DR2.06 Client shall notify D2L by filing a support incident of any recovery initiatives requested.

DR3 Planning and Testing

- DR3.01 D2L will develop a disaster recovery plan that will include the procedures related to transitioning the D2L Cloud Services from the primary site to a Backup System Configuration site as necessary to maintain the D2L Cloud Services ("Disaster Recovery Plan"). The Disaster Recovery Plan shall also include the planning, system administration, system management, and system monitoring activities to maintain access, functionality and performance of the business operations and functionality as described in the Agreement and Addendum. At a minimum, the Disaster Recovery Plan will include a secondary data center ("Secondary Site") that is geographically separate from the primary data center ("Primary Site"); planning and disaster recovery testing; and monitoring and analysis of operations at the Primary Site. In the event of a Disaster, D2L shall include consultation with Client regarding the need to Failover to the Secondary Site, operation of the Secondary Site, activities to resume stable operations at the Primary Site, and Fallback to the Primary Site when appropriate. D2L will provide information on the DR Plan, the DR Test results and any remediation planning, which Client may use for its own business continuity planning purposes. The Disaster Recovery Plan shall be calculated to minimize the disruption of D2L Cloud Services covered by Disaster Recovery Plan. Client and D2L shall review the Disaster Recovery Plan annually, or in the event that the Backup System Configuration infrastructure has changed, and revise as necessary or appropriate. D2L shall make reasonable efforts to schedule annual testing, and shall work with Client to schedule dates which are least likely to disrupt the expeditious conduct of Client's business. Where possible, D2L shall work with Disaster Recovery clients in scheduling the testing should clients wish to participate. D2L shall remedy problems with the Disaster Recovery Services at its own cost. For a fee, Client may request more frequent testing or testing outside the D2L scheduled testing date, which will be available on a time-and-materials basis.

DR4 Limitation on Warranties, Liabilities and Remedies

- DR4.01 Except for Client's entitlement to use the Backup Capability, and any other warranties or limitation of liabilities set forth in the Agreement, D2L makes no representations or warranties, express, implied or statutory, including warranties of merchantability and fitness for a particular purpose, with respect to the Backup Capability or the Products and Services to be provided.
- DR4.02 Except as otherwise provided for herein, D2L shall not be liable to Client, or to any person claiming damages on behalf of Client or in lieu thereof, for losses or damages arising from the furnishing of services pursuant to this Addendum, except if due to the agreement or addendum, gross negligence or misconduct on the part of D2L, its employees or agents.



DR5 Disaster Recover Service Level Objectives

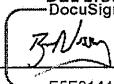
DR Service Level	RPO (Recovery Point Objective)	RTO (Recovery Time Objective)
Entry	24 hours	5 business days
Bronze	12 hours	24 hours
Silver	8 hours	12 hours
Gold	4 hours	6 hours

IN THE EVENT D2L'S RESPONSE TIME DOES NOT SATISFY THE AGREED UPON RPO AND RTO OBJECTIVES FOR DISASTER RECOVERY SERVICES AS SET OUT ABOVE, THEN CLIENT WILL BE ENTITLED TO A CREDIT AGAINST ITS SUBSEQUENT PAYMENT OBLIGATIONS ACCORDING TO THE FOLLOWING TABLE (THE "DISASTER RECOVERY CREDIT"); PROVIDED, HOWEVER, THAT IF THERE ARE NO SUBSEQUENT PAYMENT OBLIGATIONS SUCH THAT THE ENTIRE CREDIT CANNOT BE APPLIED FOR CLIENT'S BENEFIT, D2L SHALL PROMPTLY REFUND SUCH AMOUNT TO CLIENT.

MEASUREMENT	RESPONSE TIME FAILURE CREDIT*
RECOVERY POINT OBJECTIVE	3% OF YEARLY DISASTER RECOVERY FEES FOR EACH 30 MINUTES BEYOND THE OBJECTIVE
RECOVERY TIME OBJECTIVE	3% OF THE YEARLY DISASTER RECOVERY SERVICES FEES FOR EACH 30 MINUTES BEYOND THE OBJECTIVE

* CREDITS SHALL BE, IN THE AGGREGATE, NO MORE THAN 100% OF THE QUARTERLY FEE FOR DISASTER RECOVERY.

AGREED AND ACCEPTED

By:

D2L LTD.
 DocuSigned by:
 E5E3144A6BD1431...

By:

MICHIGAN STATE UNIVERSITY

[REDACTED]
 (Authorized Signatory)

Name: Brandon Nussey
 Title: CFO
 Date: September 30, 2016 | 12:21 PM EDT

Name: Kimberly Kokenakes
 Title: Director, University Services
 Date: 9/30/16

Order Form

ORDER#	Q-17953	D2L Ltd.	
ORDER DATE	July 4, 2019	210 West Pennsylvania Avenue, Suite 400A	
OFFER EXPIRATION DATE	July 26, 2019	Towson, MD 21204	
CLIENT			
Michigan State University ("Client") 840 Services Road East Lansing, Michigan 48824-1046			
ORDER START DATE	August 28, 2019	ORDER END DATE	August 27, 2022
CURRENCY	U.S. Dollar		

Pricing Breakdown

ITEM	YEAR 1	YEAR 2	YEAR 3
Pricing Period	August 28, 2019 - August 27, 2020	August 28, 2020 - August 27, 2021	August 28, 2021 - August 27, 2022
Fees Due	August 28, 2019	August 28, 2020	August 28, 2021
FTE	50000	50000	50000
Software	\$825,297.59	\$850,056.65	\$875,557.91
Services	\$0	-	-
Support	\$136,272.72	\$140,360.90	\$144,571.73
Training	\$0	-	-
Total	\$961,570.31	\$990,417.55	\$1,020,129.64

Pricing quoted is in U.S. Dollar and does not include applicable taxes. Pricing is valid until July 26, 2019.

Pricing Details

Software

Brightspace Core with Performance Plus
Federated SSO Integration Annual Maintenance
Premium SIS/HRIS Integration
Automated Custom Branding Tool Annual Maintenance
Additional Non-Production Environment Cloud Services

Additional Non-Production Environment Annual Maintenance

Services

Authentication (LDAP, SSO, SAML) Implementation

Support

Plus Administrator Support

Technical Account Manager 1:10

Training

Private Training - 1/2 Day	1.00
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Legacy May 1, 2017 - 2019	Brightspace Core Mapping
Brightspace Learning Environment – Annual Fees	Brightspace Core
Brightspace ePortfolio Annual Fees	Brightspace Core
Brightspace Learning Repository Fees	Brightspace Core
Cloud Services Annual Fee	Brightspace Core
Dev Environment Annual Maintenance	Brightspace Core
Dev Environment Cloud Maintenance	Brightspace Core
LDAP Integration Annual Maintenance	Brightspace Core
SSO Integration Annual Maintenance	Brightspace Core
Brightspace Insights Annual Fee	Brightspace Performance Plus
QA Environment Annual Maintenance	Additional Environment Maintenance
QA Environment Cloud Services	Additional Environment Cloud Services
Premium SIS/HRIS Integration Annual Maintenance	Premium SIS/HRIS Integration Annual Maintenance
Auto Course Branding Tool	Automated Course Branding Tool
Gold Administrator Support – 3 ASC's and unlimited incidents per month	Plus Administrator Support
Technical Account Manager 1:10	Technical Account Manager 1:10
Business Continuity (Gold) Annual Fee	Brightspace Core
	Brightspace Core Annotations
	Brightspace Core Quick Evaluation

Item	Year 1	Year 2	Year 3
Annual Fee Per FTE	\$16.51	\$17.00	\$17.51
Allocated Storage	20TB	20TB	20TB
Video Note Tool Storage	2500GB	2500GB	2500GB
Capture Storage	0GB	0GB	0GB
Storage Overage Per GB Per Year	\$4.00	\$4.00	\$4.00

SPECIAL TERMS AND CONDITIONS

Effective the Order Start Date, this Order shall supersede and replace the Pricing Breakdown and Pricing Details specified on Order number 01191334 for the remainder of the Agreement term. Any other terms and conditions on that Order shall remain in full force and effect.

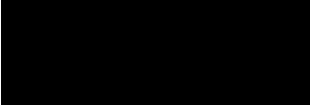
Sections S12A and S12B as stated in the attached Support Schedule shall hereby replace table S13 in the Support Schedule contained within the Agreement. All remaining terms of the Support Schedule of the Agreement and shall continue to apply Client's use of the D2L Support Services.

The Parties hereby agree to extend the Agreement through and until August 27, 2022

This Order Form between D2L and Client is governed by the terms of the existing executed agreement between the Parties ("Agreement"), and may be accepted as a binding agreement under the Agreement provided that (a) it is signed and returned, or (b) a valid Purchase Order ("PO") referencing D2L's Order # above is provided. Unless otherwise indicated on this Order Form, all other terms of the Agreement remain in full force and effect. No modifications to this Order Form or supplemental terms provided on a PO or similar document will have any binding effect.

This Order Form is valid up to and inclusive of the Offer Expiration Date. D2L reserves the right to accept or reject any signed Order Form after the Expiration Date.

To accept this Order Form, sign here:

Print Name:  K.M. Demir

Date: 26 July 2019

Statement of Work – Private Training

Solution Description

A D2L trainer or subject matter expert will deliver a Brightspace product training session. These sessions can be delivered virtually or in-person (at Client's site or at a D2L location).

D2L's Responsibilities

D2L will:

- Provide a standard training agenda and opportunity for consultation
- Create courses for participants to use during training
- Provide a laptop for the D2L trainer for session(s) delivered at Client's site
- Provide technologies and logistics for audio conferencing and screen sharing technologies for those sessions that are delivered virtually
- Provide a room for sessions delivered at a D2L location, as well as a laptop for the D2L trainer

Client's Responsibilities

Client will:

- Provide a point of contact to arrange session details
- Confirm training agenda at least five business days prior to training delivery
- Provide names and email addresses of each participant in advance
- Communicate training date and logistics to all participants
- Ensure each participant has a laptop for sessions delivered at a D2L location
- Provide the following for sessions delivered at the Client's site:
 - Room or computer lab, including address of building and room name/number
 - Laptop or computer for each participant
 - Projector
 - Internet access for participants and D2L (wired is preferred)

Acceptance Criteria

Acceptance is deemed to have occurred once the training session as per the agreed agenda has been completed.

Assumptions

- Participant maximums: training on administrative tools – 8 people, training on instructor tools – 12 people
- During training delivery, all participants will attend virtually or in-person (not combined)
- Recording of training delivery in any manner other than handwritten notes is not permitted
- Users will have equipment and software that passes the D2L systems check
- In-person training requires a minimum of two consecutive days
- Duration of instruction delivery: full day = 6 hours, half day = 3 hours
- Training is on Brightspace products only
- Training days must be scheduled and completed within 12 months of purchase
- All training available in English, some training available in Spanish, Brazilian Portuguese, Canadian French
- Notwithstanding anything to the contrary in Client's Agreement with D2L, Client understands and agrees that portions of any training (if applicable) or Services may be hosted, and/or may process and store data, on Amazon Web Services or such other third party hosting services as D2L may use from time to time
- Travel and related expenses are not included in scope of this SOW

- The deliverables will be produced remotely and during regular business hours unless otherwise agreed
- Client understands and agrees that D2L's ability to provide the Services and deliverables under this SOW is dependent upon the active participation of, and D2L's timely access to, the appropriate Client resources as may be required by D2L and assigned by Client during the performance of this engagement. Delays not caused by D2L that result in the need to reschedule other project deliverables and resources may result in a change request that could impact the project budget and/or schedule. If Client unreasonably and persistently delays D2L in its carrying out of the Services and/or delays the paying of invoices and does not cure such delay within 30 days from receipt of notice from D2L, all fees and related charges for the Services under this SOW will immediately become due and payable to D2L, even if such Services have not been completed by D2L, and D2L's obligations under this SOW shall terminate
- If Client provides, selects, recommends or identifies materials to D2L for inclusion in the deliverables, Client (i) grants to D2L all rights and licenses that are necessary for D2L to fulfill its obligations under this SOW; and (ii) assumes all responsibility for such materials, and holds D2L harmless if the use of such materials in the deliverables infringe a third party's intellectual property rights
- Client has the appropriate Client and user technical requirements based on the **Brightspace Platform Requirements**
- Except for Client Information that may be included in the deliverables, D2L shall retain sole and exclusive ownership of and all intellectual property rights in the deliverables
- Client will provide to D2L at least five (5) business days written notice prior to cancelling any scheduled consulting time (including all onsite or remote technical assistance and/or training); if Client fails to notify D2L within such five (5)- business day period, Client will forfeit the scheduled hours and D2L may, in its sole discretion, charge the Client the full amount for the scheduled consulting time, as well as any rescheduled time, and travel expenses that are not subject to refund
- Client acknowledges that the hours and related charges for this SOW represent a non-binding estimate, and Client agrees to pay for any hours actually performed by D2L if such hours are in excess of the estimate. Unless otherwise agreed in writing between the parties, Services will be invoiced in advance, and payments shall follow the requirements of the payment section of the Agreement
- Upon D2L's commencement of work under this SOW, this SOW will be deemed to be accepted in full by Client
- If D2L believes that additional hours will be required under this SOW, D2L will notify Client as soon as reasonably practicable, and will not perform any additional hours unless Client has agreed in writing to the details. For clarity, D2L is under no obligation to perform any hours in excess of the number of hours agreed to in writing by the Client
- This SOW is subject to Client's signed Agreement and Order with D2L

Statement of Work – Authentication Integration

Solution Description

D2L will implement an authentication solution onto the Client's existing instances. The authentication method will be one of the following:

- LDAP integration
- Point to Point SSO (using D2L SSO API)
- SAML integration

D2L's Implementation Consultant will work with the Client to determine which solution is most appropriate. The chosen authentication method will be applied to a single org on the production instance, and a single org on the non-production instance (if applicable).

LDAP Integration

If this authentication method is chosen, D2L will implement the Lightweight Directory Access Protocol (LDAP) integration solution onto the Client's existing instances. The LDAP integration allows a user to login to the D2L Learning Environment using the credentials that exist in the directory server.

Deliverables

Implementation of the LDAP Integration includes the following deliverables:

- Project Kickoff / Configuration Workshop Meeting
- Completed configuration workbook
- Support Client's configuration (e.g. opening ports, etc.)
- Implementation on Client's non-production environment
- Implementation on Client's production environment
- Project Management

Acceptance Criteria

Acceptance will be deemed complete when:

- LDAP is deployed onto Client's test and production environments
- A completed configuration workbook is provided
- Support is provided on Client's configuration of the LDAP integration

Assumptions

- Client's Directory (LDAP) server has a publicly accessible hostname
- Client's LDAP server must be accessible from the D2L application servers
- If Client has a firewall, access must be opened to allow D2L servers to access the LDAP server
- Client is responsible for generating or purchasing a Public SSL certificate(s) from a trusted Certificate authority and installing these on their LDAP server
- Client's LDAP server must be able to communicate using the LDAP standard protocol.
- Brightspace will access the LDAP server every time a user logs into D2L; the server must be able to support this load
- Client must ensure appropriate resources are available to support the project. Subject matter areas include:
 - Network management (DNS entries, network firewall)
 - User Directory / Directory server management
 - Directory server's certificate management
- Client will assign a single point of contact that will be responsible for Client deliverables

- Delays in any deliverables or dependencies such as approvals may result in the need to reschedule this project (and may also have a corresponding budget impact)
- Deliverables not explicitly described as in scope of this engagement are explicitly out of scope of this engagement
- Except for Client Information that may be included in the deliverables, D2L shall retain sole and exclusive ownership of and all intellectual property rights in the deliverables

Single Sign-on Integration

If this authentication method is chosen, D2L will implement the standard single sign-on (SSO) Integration onto the Client's existing instances. This will be applied to a single org on the production instance, and a single org on the test instance (if applicable).

Deliverables

Implementation of the SSO Integration includes the following deliverables:

- Project Kickoff / Planning Meeting
- Implementation on Client's test environment
 - Configuration and verification of the web service
 - Support Client during their generation of SSO requests
 - Support Client during their acceptance testing
- Implementation on Client's production environment
 - Configuration and verification of the web service
 - Support Client during their generation of SSO requests
 - Support Client during their acceptance testing
- Project Management and transition to Support

Acceptance Criteria

Acceptance will be deemed complete when:

- SSO has been implemented on to Client's test and production environments
- Project Management activities have been carried out and transitioned to Support

Assumptions

- Client must be able to post or generate a Simple Object Access Protocol (SOAP) request to the SSO web service
- Client will assign a single point of contact that will be responsible for Client's deliverables
- Client must ensure appropriate resources are available to support the project. Specifically, Client must provide a technical resource to develop the code required to call the web services involved in the SSO process
- Delays in any deliverables or dependencies such as approvals or acceptance may result in the need to reschedule this project (and may also have a corresponding budget impact)
- Deliverables not explicitly described as in scope of this engagement are explicitly out of scope of this engagement
- Except for Client Information that may be included in the deliverables, D2L shall retain sole and exclusive ownership of and all intellectual property rights in the deliverables

SAML Integration

This implementation integrates with enterprise federated authentication systems that use a Security Assertion Markup Language (SAML) compliant Identity Provider such as Shibboleth, Azure Active Directory, PingFederate, or Active Directory Federated Services. This will be applied to a single org on the production instance, and a single org on the non-production instance (if applicable).

Deliverables

Implementation of the SAML integration includes the following deliverables:

- Requirements and Solution Design, including:
 - Project Kickoff Meeting
 - Complete Configuration Workbook
- Configuration and testing on Client's Non-Production and Production instances
- Documentation and transition to Support
- Project Management

Acceptance Criteria

Acceptance will be deemed complete when end users are able to:

- Authenticate into another trusted system (using a SAML Based Identity Provider); click on a link to access Brightspace
- Seamlessly, without additional login prompt, access Brightspace and arrive at the organizational unit location reflected in the link

Assumptions

- An existing SAML compliant Identity Provider is required
- Client is responsible for configuration of the SAML compliant Identity Provider
- A SAML compliant Service Provider must be installed and configured
- Single Log Out is not fully supported
 - SP-initiated SAML SLO requests and IdP-initiated SAML SLO requests will not result in the termination of existing Brightspace sessions
 - Logouts triggered from Brightspace can direct users to a logout page hosted in the SAML compliant Identity Provider, where Client is responsible for configuring any further logout logic.
- Client must ensure that appropriate resources are available with subject matter expertise in these areas:
 - SAML Compliant Authentication System (Installation and Configuration)
 - Network management (DNS entries, network firewall)
 - Server management (Hosting of Identity Provider)
- Client will assign a single point of contact that will be responsible for Client's deliverables

General Assumptions

Client acknowledges that its participation and cooperation are critical for effective completion of the project set out in this Statement of Work (SOW). The following assumptions are based on information provided by Client to D2L and have been used to develop the initial estimate for D2L's time and fees under this SOW. Deviations from these assumptions may lead to commensurate changes in the time and fees necessary to meet Client's requirements.

- Deliverables not explicitly described as in scope of this SOW are explicitly out of scope of this SOW
- Notwithstanding anything to the contrary in Client's Agreement with D2L, Client understands and agrees that portions of any customization (if applicable) or Services may be hosted, and/or may process and store data, on Amazon Web Services or such other third party hosting services as D2L may use from time to time
- Travel and related expenses are not included in scope of this SOW
- The deliverables will be produced remotely and during regular business hours unless otherwise agreed
- Deliverables will substantially conform to their documentation. Acceptance of each deliverables will be deemed (i) if Client does not issue a written notice of rejection within five (5) business days from D2L's delivery of such deliverable; or (ii) if Client uses the deliverable in production, whichever is earlier
- Client understands and agrees that D2L's ability to provide the Services and deliverables under this SOW is dependent upon the active participation of, and D2L's timely access to, the appropriate Client resources as may be required by D2L and assigned by

Client during the performance of this engagement. Delays not caused by D2L that result in the need to reschedule other project deliverables and resources may result in a change request that could impact the project budget and/or schedule. If Client unreasonably and persistently delays D2L in its carrying out of the Services and/or delays the paying of invoices and does not cure such delay within 30 days from receipt of notice from D2L, all fees and related charges for the Services under this SOW will immediately become due and payable to D2L, even if such Services have not been completed by D2L, and D2L's obligations under this SOW shall terminate

- Any proposed or requested changes to requirements documents represent a project change that will be documented using a change request form that summarizes the change and project impact (in terms of scope, budget, and schedule)
- If Client provides, selects, recommends or identifies materials to D2L for inclusion in the deliverables, Client (i) grants to D2L all rights and licenses that are necessary for D2L to fulfill its obligations under this SOW; and (ii) assumes all responsibility for such materials, and holds D2L harmless if the use of such materials in the deliverables infringe a third party's intellectual property rights
- Client has the appropriate Client and user technical requirements based on the **Brightspace Platform Requirements**
- Except for Client Information that may be included in the deliverables, D2L shall retain sole and exclusive ownership of and all intellectual property rights in the deliverables
- Client will provide to D2L at least five (5) business days written notice prior to cancelling any scheduled consulting time (including all onsite or remote technical assistance and/or training); if Client fails to notify D2L within such five (5)- business day period, Client will forfeit the scheduled hours and D2L may, in its sole discretion, charge the Client the full amount for the scheduled consulting time, as well as any rescheduled time, and travel expenses that are not subject to refund
- Client acknowledges that the hours and related charges for this SOW represent a non-binding estimate, and Client agrees to pay for any hours actually performed by D2L if such hours are in excess of the estimate. Unless otherwise agreed in writing between the parties, Services will be invoiced in advance, and payments shall follow the requirements of the payment section of the Agreement
- Upon D2L's commencement of work under this SOW, this SOW will be deemed to be accepted in full by Client
- D2L may terminate this SOW immediately by giving Client written notice if Client unreasonably and persistently delays D2L in its carrying out of the Services and/or delays the paying of invoices and does not cure such delay within 30 days from receipt of notice from D2L. If Client does not cure such delay within the 30-day period, all fees and related charges for the Services under this SOW will immediately become due and payable to D2L, even if such Services have not been completed by D2L
- If D2L believes that additional hours will be required under this SOW, D2L will notify Client as soon as reasonably practicable, and will not perform any additional hours unless Client has agreed in writing to the details. For clarity, D2L is under no obligation to perform any hours in excess of the number of hours agreed to in writing by the Client
- This SOW is subject to Client's signed Agreement and Order with D2L

SUPPORT SCHEDULE

S12A Admin Support Features Table

Features	Basic	Select	Plus	Platinum
Support Access				
D2L Online Community Access			24x7x365	
Product Idea Exchange (PIE) Portal			24x7x365	
Incidents Included	60 per year		Unlimited	
Approved Support Contacts	2 ASCs	3 ASCs*		5 ASCs
Telephone Incident Reporting	N/A		24x7x365	24x7x365 Dedicated 800#
Web Portal Incident Reporting		24x7x365		
Chat Incident Reporting	8:00 am to 8:00 pm (Local Time) Mon-Fri		24x7x365	
Email Incident Reporting		24x7x365		
Languages		English, Spanish, Brazilian Portuguese		
Enhanced Support Options				
Priority Incident and Call Center Queuing (based on chosen support package)	N/A			Included
Priority Major Incident Management (Outage)	N/A			Included
Priority Follow the Sun Support for P1 issues	N/A		Included	
Group ASC	N/A		Included	
Premier Account Services				
Technical Account Management	Optional		Included Shared 1:10 (optional; shard 1:5/shared 1:2/dedicated)	
Other Services				
Support Review Meeting	N/A	Semi-Annual	Quarterly	
Product Road Map Reviews	N/A			Included

Reporting, Metrics and Analysis			
Incident Reports	N/A	Monthly (on request)	Monthly
Historical Incident Access (via helpdesk portal)	Included via the Helpdesk Portal		
SLO Reports (access to SLO metrics and achievement rates)	N/A	Monthly (on request)	Monthly
Cloud Performance Dashboard	Included		
Product Version Updates/Fixes	Monthly		
Post Incident Summary Reporting	N/A	For P1 Incidents (on request)	For P1 Incidents(on request)
Test Environment Refresh	N/A	1 per year	1 per year

*Backup ASCs for each of the 3 primary ASCs shall be provided.

S12B End User Support Features Table

Features	Basic End User Support	Standard End User Support	Branded End User Support
Support Access			
D2L Online Community Access	24x7x365		
Incidents Included			
Incidents Included	Unlimited	Unlimited	Unlimited
Admin Support Level Required (Min.)	Core	Core	Plus
Telephone Incident Reporting	N/A	24x7x365 D2L EU 800#	24x7x365 Branded 800#
Chat Incident Reporting	24x7x365		
Email Incident Reporting	24x7x365		
Languages	English, Spanish, Brazilian Portuguese		
Enhanced Support Options			
Priority Incident and Call Center Queuing (based on chosen support package)	N/A	N/A	Included
Other Services			
Support Review Meeting	Annually	Semi-Annual	Quarterly
Quality Review Meeting	Annually	Semi-Annual	Quarterly
Incident Analysis and Review	Annually	Semi-Annual	Quarterly
Reporting, Metrics and Analysis			
Standard End User Reports	Included	Included	Included
Custom End User Reports	N/A	N/A	5 custom reports included