

MASTER AGREEMENT

This Master Agreement, including its Addenda and Schedules ("*Master Agreement*") governs terms and conditions between, [Client Name], [Client Address], a(n) [Client Location of Incorporation and Type of Organization] ("*Client*") and [Desire2Learn entity name], [Desire2Learn Address], or its subsidiaries, divisions or affiliates ("*D2L*") as listed in any Addendum to this Master Agreement.

1 Definitions

1.1 *Acceptable Use Policy* means the applicable terms and conditions governing the use by End Users of a specific Product, Service or Application, as may be identified on the Fees and Rates Schedule.

1.2 *Active User* means a License Model that accounts for any person who registers for or is enrolled in one or more courses in each consecutive 12-month period following the Effective Date.

2 Warranties

2.1 For Products and Services provided under this Agreement, D2L warrants that:

2.1.1 The Software as provided under a License Addendum will substantially perform according to applicable Documentation provided that Client (or D2L at Client's request) has not modified the Software;

2.1.2 The Applications and Cloud Service procured by Client under a Cloud Services Addendum will achieve in all material respects, the functionality described in the applicable Documentation; and

2.1.3 Consulting Services shall be performed in accordance with industry standards and with the same level of care and skill as D2L provides to similarly-situated customers.

2.2 If Client purchases Hardware, D2L will provide a limited parts and labour warranty for a period of one (1) year from the shipment date of the Hardware ("*Hardware Warranty Period*"), under the following terms:

2.2.1 Hardware will substantially perform in the commercially reasonable manner expected to support Software or Applications provided that Client or any other entity under Client's implied or actual instruction has not attempted to, disassemble, modify or repair any portion of Hardware ("*Qualifying Defect*"). After the Hardware Warranty Period, there is no warranty or condition of any kind on Hardware.

2.2.2 If D2L determines the existence of a Qualifying Defect, D2L shall: (a) authorize Client to ship the affected Hardware back to D2L or D2L's designated affiliate or partner at Client's own expense (FOB D2L or FOB D2L's designated affiliate or partner), (b) provide Client, directly or with a local third-party affiliate or partner, with onsite technical assistance to address the Qualifying Defect or, (c) provide Client with replacement Hardware (FOB D2L or D2L's designated affiliate or partner).

1

NOTICE INFORMATION

[DESIRE2LEARN]

To: John Baker
Title: President
Copy to: Legal Department
Fax: 519 772 0324
Address :
[address]

[CLIENT NAME]

To: _____
Title: _____
Fax: _____
Phone: _____
Address : _____
Email: _____