

## COURSE AND SERVICES AGREEMENT

This Course and Services Agreement (“**Agreement**”) is entered into on the 25<sup>th</sup> day of June, 2020 (the “**Effective Date**”) by and between StraighterLine, Inc. (“**StraighterLine**”), a corporation duly organized under the laws of the State of Delaware with a principal place of business at 1201 S. Sharp Street, Suite 110, Baltimore, MD 21230, and University of Louisiana System (“**ULS**”) member institutions listed on the signature page hereof (each, a “**College**”). In consideration of the mutual benefits and obligations contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

### 1. BACKGROUND.

StraighterLine is a provider of student success and college readiness services, including low cost on-line general education courses for college credit, for which has front-end websites and other proprietary applications it uses to implement and deliver (with any updates or upgrades thereto made available, the “**Platform**”).

ULS and the Colleges desires to use the Platform to create and offer, on a private labeled basis, a “student success/college readiness” pathway offering to serve pre-enrollment individuals and current or former students enrolled in the degree or other programs of ULS member institutions as further described on **Exhibit A**.

### 2. DEFINITIONS.

Certain capitalized terms used in this Agreement, not otherwise defined on the cover page, shall have the meanings set forth below.

2.1 “**Academy Offering**” shall mean the use of the Platform to provide access to the Services and Courses as a “student success/college readiness” pathway product on a private labeled basis in the United States of America.

2.2 “**Access Term**” shall mean the period of time during which the Platform will be made available to Students under the terms of this Agreement.

2.3 “**Administrative User**” shall mean a College employee to whom a College has assigned an identification number for access to the Platform for purposes of managing Students and Courses.

2.4 “**Affiliate**” means, with respect to a specified entity, an entity that controls, is controlled by, or is under common control with a party, but only as long as such control exists. For these purposes, “control” means ownership of fifty percent (50%) or more of the outstanding voting stock or other equity interest in a person or entity, or the power to otherwise direct the affairs of a person or entity.

2.5 “**Authorized End Users**” shall mean all Administrative Users and Students.

2.6 “**Brand**” shall mean any trademarks, service marks, trade names, domain names, logos, business and product names, slogans, and registrations and applications for registration thereof owned by the respective party.

2.7 “**Commencement Date**” shall mean September 1, 2020.<sup>1</sup>

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<sup>1</sup> Target “go live” date

2.8 “**Confidential Information**” shall mean all written or oral information, disclosed by either party to the other (a) that is related to the operations of either party; or (b) that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential. Without limiting the foregoing, for purposes of this Agreement, the Platform Documentation and the StraighterLine Intellectual Property shall be the Confidential Information of StraighterLine and the Student Data shall be the Confidential Information of a College.

2.9 “**Courses**” shall mean the StraighterLine Content that is made available to Students through the Platform as part of the Academy Offering under the terms of this Agreement.

2.10 “**Employer Market**” shall mean the market to employers for directed pathways to multiple curated providers as an employment benefit to their employees.

2.11 “**Platform Documentation**” shall mean materials in any form that describe the features, functions and use of the Platform, which materials are designed to facilitate use of the Platform and which are provided by StraighterLine to a College in accordance with the terms of this Agreement.

2.12 “**Services**” shall mean the provision of access to the Platform and any other StraighterLine provided access to licensed software, services provided by StraighterLine staff, and all other services outlined on **Exhibit B**.

2.13 “**Student Content**” shall mean any pictures, graphics, text or other content provided through the Platform.

2.14 “**Student Data**” means any data collected by a College or StraighterLine under this Agreement and the provision of the Services to that Student under this Agreement, that is personally identifiable to a given Student, including, but not limited to, information supplied by Students and all Student-related data collected or created by a Student’s interaction with the Courses, the Platform and interactions with StraighterLine personnel.

2.15 “**Student**” shall mean any individual who accesses a Course or Courses through the Platform under an End User Agreement that meets the requirements of this Agreement. A “Student” may be a Student under this Agreement and also a customer of any party under other relationships with a party and this Agreement does not change such other relationships.

2.16 “**StraighterLine Content**” shall mean any StraighterLine designed courses, text, files, links, images, graphics, design, photos, video, sound, inventions (whether or not patentable), notes, works of authorship, articles, feedback, or other materials that is either owned, developed or licensed by StraighterLine and that StraighterLine makes available through the Platform.

2.17 “**StraighterLine Intellectual Property**” shall mean: (i) the Platform; (ii) any system owned, licensed, or developed by StraighterLine; (iii) any analysis, compilation, aggregation, derivative work, analytics or work of authorship created by StraighterLine; and (iv) data and content independently developed or created by StraighterLine.

2.18 “**StraighterLine Terms of Use**” shall mean any applicable StraighterLine terms of service for the Platform, including, but not limited, to the StraighterLine privacy policy and the StraighterLine security policy, if any, which StraighterLine may amend from time to time.

2.19 “**Third Party Content**” shall mean any data, results, ideas, plans, sketches, texts, files, links, images, photos, video, sound, inventions (whether or not patentable), notes, works of authorship, articles, feedback, or other materials, and any similar information that is either (i) received by StraighterLine from a Third Party Provider; or (ii) made available by a Third Party Provider through the Services.

2.20 “*Third Party Provider*” shall mean an individual or organization that provides and/or licenses Third Party Content to StraighterLine under the terms of a separate agreement.

### 3. ACCESS AND USE.

3.1 **Distribution Rights.** Subject to the terms and conditions of this Agreement, each College shall be permitted to make available the Academy Offering outside the Employer Market to Students through the Platform in the United States of America, provided that (a) a College may not distribute, sublicense, or otherwise convey any other rights in the Platform; (b) a College shall require any Authorized End User to enter into a contractual arrangement with that College, which agreement shall be reasonably satisfactory in form to the College and StraighterLine, and which arrangement in any event provides no less protections for StraighterLine’s Confidential Information, the Platform, the Platform Documentation and the StraighterLine Brand as are provided by the terms hereof and the StraighterLine Terms of Use (the “*Academy End User Agreement*”). Each College acknowledges and agrees that any act or omission of any Authorized End User in connection with use of, or access to, the Platform, which act or omission would constitute a breach of this Agreement if undertaken by that College, shall enable StraighterLine to terminate all access to the breaching Authorized End User immediately. Except as provided in this Section 3.1, a College shall not distribute, market, sublicense, assign, sell, lease, rent, convey or otherwise transfer, or pledge as security or otherwise encumber, the rights and licenses granted hereunder with respect to the Platform.

3.2 **Platform Access.** In accordance with the terms of this Agreement, StraighterLine will host and operate its Platform to enable each College to make the Courses and Platform available to Students enrolled in the Academy Offering. On or as reasonably practicable after the beginning of the Access Term, StraighterLine will specify to each College procedures according to which that College may establish and obtain access to and use the features and functions of the Platform, including, without limitation, provision of any access codes, passwords, technical specifications, connectivity standards or protocols, or any other relevant procedures, to the limited extent any of the foregoing may be necessary to enable Administrative Users to obtain access to relevant portions of the Platform (together with relevant portions of the Platform Documentation, the “*Access Protocols*”).

3.3 **Provision of Access to Students.** On or as reasonably practicable after the beginning of the Access Term, StraighterLine shall provide each College the Access Protocols required to allow Students, to access the Courses through the Platform, provided that StraighterLine may deny access to any Authorized End User until the same have agreed to comply with the Academy End User Agreement.

3.4 **Usage Restrictions.** No College or any Administrative User shall use the Platform for any purposes other than the provision of Courses to Students, except with the prior written consent of StraighterLine. No College or any Administrative User shall (a) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of the Platform is compiled or interpreted; (b) modify the Platform, StraighterLine Content, Third Party Content, Platform Documentation or create any derivative product from any of the foregoing, except with the prior written consent of StraighterLine; or (c) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, College’s and/or an Administrative User’s rights under this Section 3, except as provided therein. Each College will ensure that its use of the Platform and the provision of the Academy Offering complies with all applicable laws, statutes, regulations or rules. A College shall notify StraighterLine immediately of any unauthorized use of any password or account or any other known or suspected breach of security.

3.5 **Third Party Content.** StraighterLine makes no representations or warranties regarding any Third Party Content found on or through the Services or that is otherwise available using the Services. StraighterLine is not responsible, and no College will not hold StraighterLine responsible, for the accuracy, reliability, legality or validity of any Third Party Content.

3.6 **Use Cases.** The parties intend to collaborate on a phased approach in which the Academy Offering will be

launched. **Exhibit A** sets forth the anticipated use cases, which the parties shall use all commercially reasonable efforts to implement and launch. It is also anticipated that further additional features, services and components may be identified and implemented from time to time in the future as well, subject to agreement by the parties.

**3.7 Non-Compete.** During the term of the Agreement and for the 18-month period following, no College will establish, market or provide a competing service to the Academy Offering or the Platform.

#### **4. ADDITIONAL STRAIGHTERLINE OBLIGATIONS.**

**4.1 Performance of Services.** StraighterLine will provide the Services to Authorized End Users in accordance with the requirements of this Agreement. StraighterLine shall provide the Services in a professional manner consistent with industry standards.

**4.2 Compliance with Laws.** StraighterLine shall comply with applicable state, national and foreign laws and regulations in connection with the delivery of the Services, including those related to data protection, data privacy and the transmission of personal data (including but not limited to Student Data).

**4.3 Responsibility for Hosting of Service.** As between the parties, StraighterLine will, at its expense, bear sole responsibility for the design, development, hosting, operation, maintenance and management of the Platform, including, without limitation, development of its features, functions and technology, and any adaptation and/or reconfiguration thereof as may be necessary for purposes of providing access to, and use of, the content therein.

**4.4 Subcontractors.** StraighterLine shall be permitted to enter into an arrangement with one (1) or more subcontractors to fulfill any of StraighterLine's obligations hereunder.

**4.5 Communication with Students.** As part of the provision of the Services, StraighterLine may need to communicate with Authorized End Users from time-to-time. College hereby acknowledges that StraighterLine has the limited right to communicate with Authorized End Users as may be necessary as part of the provision of the Services and support as may be agreed to by the parties.

**4.6 Training.** StraighterLine shall provide appropriate training to a College as the parties may agree in writing.

**4.7 Support.** StraighterLine will provide the support and maintenance services for the Platform and Services as forth in the Service Level Agreement attached as **Exhibit D**.

**4.8 Access to Student Data.** Provided a College's agreement with a Student gives the College the right to access Student Data, StraighterLine will make available to the College the Student Data. A College shall own all of its Student Data. Each College grants StraighterLine a limited, irrevocable, perpetual, license to: (a) store, copy, use and analyze the Student Data to perform its responsibilities under this Agreement; and (b) store, copy, use and analyze the Student Data to create de-identified data sets which and store, use, copy and modify such de-identified data sets to improve, develop and commercially exploit the Platform and other StraighterLine products and services. StraighterLine will refrain from presenting offers, requests or advertisements to Students through the use of Student Data, or contacting Students using Student Data for any purpose unrelated to the Agreement.

**4.9 Access to Other Data.** StraighterLine shall make such other information available as a College may reasonably request relating to a Student's use of the Platform in connection with the Academy Offering. Upon request, StraighterLine shall use all reasonable efforts to provide a College such information and data on the frequency as the parties may mutually agree.

**4.10 Other Uses of the Platform.** StraighterLine may use the Platform for its own business purposes and nothing in this Agreement shall prevent StraighterLine from developing these offerings or uses of the Platform.

**4.11 Adherence to Standards.** Each College has and will continue to have exclusive control over its academic programs, including oversight of the Courses and the Academy Offering. Each College will engage its academic departments in the evaluation of the Courses and their assessments, and StraighterLine agrees to provide adequate access to respective staff for initial and ongoing evaluations. Each College will, to the extent applicable to the performance of this Agreement, adhere to the standard provisions of its accreditation.

In the event a College seeks to offer federal financial aid to its Students, the parties agree to engage in good faith discussions on amending the Agreement to accommodate the academic governance provisions that may be required by that College's accrediting bodies and the U.S. Department of Education along with any corresponding cost/price changes associated with those changes.

In the event that Title IV financial aid becomes available to its Students, a College, as the responsible institution, will apply its established policies and procedures to the protection and release of student information, including without limitation, requiring StraighterLine to agree that it will not use or re-disclose Confidential Student Data except in compliance with the Family Education Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 C.F.R. Part 99) and all applicable state and federal laws.

StraighterLine agrees to: (i) accept, assign and evaluate Students regardless of race, sex, sexual orientation, color, religion, creed, national origin or ancestry, age, military or veteran status, and (ii) ensure that the Courses and Platform may be accessed by students with disabilities as defined in the Americans with Disabilities Act.

**4.12 Data Security.** StraighterLine will use industry standard means designed to protect the security and confidentiality of any Confidential Information provided to or possessed by StraighterLine. In the event that StraighterLine causes (a) the actual unauthorized access to or use of unencrypted personally identifying Student Data by an unaffiliated third party in breach of StraighterLine's obligations under the Agreement, or (b) the loss, theft, or the unauthorized access or use of Confidential Information that is likely to cause harm to Students or employees (i.e., potential breach) due to a breach of StraighterLine's obligations under the Agreement (collectively, a "data breach"), StraighterLine will reimburse the applicable College's reasonable costs and expenses in connection with: (1) notifying affected individuals, government agencies, credit bureaus, and/or other required entities, as may be required by law; (2) providing periodic reporting from credit bureaus and other reporting agencies, as may be required by law, for a specific period not to exceed twelve (12) months; and (3) providing reasonable identity restoration services for affected individuals who suffered proven cases of identity theft, as may be required by law. Promptly upon becoming aware of a security breach, StraighterLine will implement reasonable measures to mitigate any further damage, notify ULS and the applicable College and cooperate fully with that College's investigation of and response to the incident.

**4.13 Minimum Insurance.** Throughout the Term, StraighterLine shall procure and maintain the following minimum insurance coverages:

(a) Commercial general liability insurance with combined single limits for bodily injury and property damage of not less than \$2,000,000 each occurrence and \$4,000,000 in the aggregate in a policy year.

(b) Professional liability insurance of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate in a policy year.

(c) Cyber Liability, including network security and privacy liability response services (including credit monitoring), in the amount of \$2,000,000.

## **5. COLLEGE OBLIGATIONS.**

**5.1 Professional Standards.** No College shall make: (i) any false or misleading representations about the Academy Offering or Platform to Students or others or (ii) any representations, warranties or guarantees with respect to the Platform that are not consistent with the terms of this Agreement. Each College will undertake all measures necessary to ensure that its marketing and promotional activities hereunder conform to all applicable laws and industry standards of professionalism and fair practices.

**5.2 Assistance to StraighterLine.** Each College shall, at its own expense, provide assistance to StraighterLine, including, without limitation, by means of access to, and use of, that College's facilities, equipment, and information, as well as by means of assistance from its personnel, to the limited extent any of the foregoing may be reasonably necessary to enable StraighterLine to perform its obligations under this Agreement.

**5.3 Academic Standards.** A College has sole control over the Courses and retains the right to review the curriculum and content of all Courses to ensure that the Courses comply with its academic standards. Each College recognizes that the Courses are online classes that are designed to be self-paced and, while supported by on-demand tutoring and additional support services, are not intended to be taught by faculty in the traditional sense. Additional academic oversight and evaluation of the Courses and of Students may be conducted by any College and its faculty using standards and methods of their own choosing at their sole discretion and expense.

**5.4 Education Regulatory Authorities.** A College will design all Courses in accordance with all rules and regulations of all of its applicable education regulatory including accrediting agency requirements, if any. StraighterLine shall cooperate in providing information and data needed for that College to comply with these requirements. However, StraighterLine will not be responsible for such compliance. Each College acknowledges that StraighterLine is neither accredited nor an institution of higher learning and that College is solely responsible for complying with all such requirements.

**5.5 Branding.** ULS and the Colleges shall co-brand and label the Academy Offering and any bundle of products of which the Platform or the courses are a principal component, with "powered by StraighterLine" or as otherwise agreed by the parties.

## **6. COMPLIANCE WITH PRIVACY LAWS.**

**6.1 FERPA.** All parties shall comply in all material respects with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99, commonly known as FERPA) and any other state privacy laws to the extent applicable.

**6.2 Educational Records.** To the extent StraighterLine has access under and during the term of this Agreement to "Education Records" and "Personally Identifiable Information", it is deemed a "School Official" as each of these terms are defined under FERPA at 34 CFR § 99.3. StraighterLine will use commercially reasonable efforts to maintain the security of Education Records and Personally Identifiable Information, as such terms are defined at 34 CFR § 99.3 in accordance with the FERPA requirements as generally set forth at 34 CFR Part 99, and to otherwise ensure its compliance with FERPA and applicable regulations. Except as required by law or as directed by a College, StraighterLine shall not disclose or share Education Records containing un-redacted Personally Identifiable Information with any third party, except to StraighterLine's subcontractors who have agreed in writing to maintain the confidentiality of the Education Records to the same extent required of StraighterLine under this Agreement.

## **7. OWNERSHIP.**

**7.1 Ownership.** The parties agree that all right, title and interest in the copyrights, trade secrets, patents and other intellectual property rights related to (a) the Courses and Platform and all derivative works thereof and improvements thereto, (b) any new feature or functionality added thereto independently of this Agreement (e.g., new functionality added as part of the Platform roadmap); and (c) all other materials provided by StraighterLine for use in connection with the Courses or the Platform, shall be owned solely by StraighterLine or its licensors and no College has a license to use such items for any purpose not contemplated in this Agreement.

**7.2 Ownership of Refinements.** In the event that a College provides StraighterLine in writing with (a) any Course Content for inclusion within Courses or the Platform, (b) any modifications, comments, suggestions, requests for a specific new feature or functionality (that is not otherwise on the Platform roadmap at the time the request is made) or other feedback with respect to the use of content of the Courses or features and functionality of the Platform

(collectively, “**Refinements**”), that College and StraighterLine shall be co-owners of all related intellectual property rights (if any) embodied in such Refinements, and each shall have the independent right to use and license the Refinements without restriction or an obligation to account to the other party. Either party may freely sublicense such Refinements without the permission of the other party. For purposes of clarity no party shall have the right to access or possess the implementation of a Refinement by the other party absent a separate written agreement (e.g., if a College creates new course materials based on a Refinement they also provided to StraighterLine, StraighterLine will not be entitled to receive that content from the College absent a separate written agreement). StraighterLine will have sole control over the registration of any intellectual property rights (if any) in any Refinements.

**7.3 Retained Rights.** StraighterLine retains all right, title and interest in and to the Platform, the StraighterLine Content and the StraighterLine intellectual property, including all copies thereof in any form or medium, whether now known or existing or hereafter developed, and further including all copyrights, patents, trade secrets, trademarks or trade names therein and all rights not expressly granted in this Agreement are reserved by StraighterLine. All goodwill arising in or from the StraighterLine Brand shall inure solely to StraighterLine’s benefit. Each College further acknowledges that StraighterLine retains the right to use the foregoing for any purpose in StraighterLine’s sole discretion.

## **8. FEES AND EXPENSES; PAYMENTS.**

**8.1 Fees.** In consideration for the access rights granted to each College and its Authorized End Users and the Services performed by StraighterLine under this Agreement, the applicable College will pay to StraighterLine, without offset or deduction, all fees set forth on **Exhibit B** with respect to its Students hereunder. StraighterLine will retain its portion of the fees from the total amount collected and will submit an accounting to ULS and the Colleges on a monthly basis.

**8.2 Taxes.** Each College will be responsible for payment of any applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on StraighterLine’s income), and any related penalties and interest for the grant of license rights hereunder, or the delivery of related services. Each College will make all required payments to StraighterLine free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments to StraighterLine will be the College’s sole responsibility, and each College will, upon StraighterLine’s request, provide StraighterLine with official receipts issued by the appropriate taxing authorities, or such other evidence as StraighterLine may reasonably request, to establish that such taxes have been paid.

**8.3 Late Payments; Interest; Payment in Dollars.** Any portion of any amount payable hereunder that is not paid when due will accrue interest at one half percent (1/2%) per month or the maximum rate permitted by applicable law, whichever is more, from the due date until paid. All payments to be made under this Agreement shall be made in U.S. dollars.

**8.4 Invoice Disputes.** If a College disputes in good faith any portion of an invoice or any other amount due under this Agreement, the College shall notify StraighterLine within ninety (90) days after receipt of the invoice or from the payment due date with an explanation of the nature of the dispute. Unless a written notice of a dispute as to invoiced or due amounts is received by StraighterLine within such ninety (90) day period, the invoice or amount due shall be deemed correct and payable in full by the College.

## **9. CONFIDENTIAL INFORMATION.**

**9.1 Ownership of Confidential Information.** The parties acknowledge that during the performance of this Agreement, each party will have access to certain of the other party’s Confidential Information or Confidential Information of third parties that the disclosing party is required to maintain as confidential. Both parties agree that

all items of Confidential Information are proprietary to the disclosing party or such third party, as applicable, and will remain the Confidential Information of the disclosing party or such third party.

**9.2 Mutual Confidentiality Obligations.** Each party agrees as follows: (a) to use Confidential Information disclosed by the other party only as described herein; (b) that such party will hold in confidence and protect such Confidential Information from dissemination to, and use by, any unauthorized third party; (c) to restrict access to the Confidential Information disclosed by the other party to such of its Affiliates, personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information as confidential in compliance with the terms of this Agreement; and (d) notify the other party of any suspected breach of this Section 9.

**9.3 Confidentiality Exceptions.** Notwithstanding the foregoing, the provisions of Sections 9.1 and 9.2 will not apply to Confidential Information that: (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) is independently developed by the recipient; or (f) is approved for release or disclosure by the disclosing party without restriction. g) or is defined per Louisiana public record law 44:1-41. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; (b) to establish a party's rights under this Agreement, including to make such court filings as it may be required to do; or (c) to its counsel, accountants or other similar representatives and in connection with an actual or proposed merger, acquisition, or initial public offering or similar transaction of such party.

**9.4 Terms of Agreement.** Each party shall be entitled to disclose the existence of this Agreement, but agrees that the specific terms and conditions of this Agreement (including, without limitation, the fees) shall be the Confidential Information of StraighterLine and shall not be disclosed by a College to any third party.

## **10. REPRESENTATIONS AND WARRANTIES.**

**10.1 General Representations.** Each party hereby represents and warrants (a) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; (b) that the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to such party; and (c) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such party and will be enforceable against such party in accordance with its terms.

**10.2 Service Warranty.** StraighterLine hereby represents and warrants that the Platform will conform in all material respects to Platform Documentation provided by StraighterLine regarding the use of the Platform when accessed and used in strict accordance with the Platform Documentation and the Access Protocols; provided, however, that StraighterLine does not warrant any software underlying the Services will be error free or will operate without interruption.

**10.3 Platform Warranty.** StraighterLine represents and warrants that to the best of its knowledge and belief, neither the Platform or any Course (apart from the Third Party Content) infringe the intellectual property rights of any third party.

**10.4 Student Data Warranty.** Each College represents and warrants that it has sufficient rights to collect the Student Data, share the Student Data with StraighterLine and the use of such as contemplated with this Agreement complies with all applicable laws.



**10.5 Not a Third-Party Servicer.** Each College understands and agrees that the Agreement will not purport to render StraighterLine a Third-Party Servicer as that term is defined at 34 C.F.R. §§ 668.2, 668.25 and StraighterLine will agree that it shall not undertake any work pursuant to the Agreement inconsistent with this provision.

## **11. DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY.**

**11.1 Disclaimer.** EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED IN SECTION 10, THE SERVICES, PLATFORM, THE STRAIGHTERLINE CONTENT, THE THIRD PARTY CONTENT AND ALL OTHER DATA, MATERIALS, OR INFORMATION PROVIDED BY STRAIGHTERLINE ARE PROVIDED "AS IS," AND STRAIGHTERLINE DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED. STRAIGHTERLINE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

**11.2 Exclusions of Remedies; Limitation of Liability.** IN NO EVENT WILL STRAIGHTERLINE BE LIABLE TO ANY COLLEGE OR ANY AUTHORIZED USER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM. THE CUMULATIVE LIABILITY OF STRAIGHTERLINE TO ANY COLLEGE FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID TO STRAIGHTERLINE BY THAT COLLEGE DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION SHALL APPLY TO ANY INDEMNIFICATION OBLIGATIONS OF THE PARTIES SET FORTH SECTION 12. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

**11.3 Essential Basis of the Agreement.** Each College acknowledges and understands that the disclaimers, exclusions and limitations of liability set forth in this Section 11 form an essential basis of the agreement between the parties, that the parties have relied upon such disclaimers, exclusions and limitations of liability in negotiating the terms and conditions in this Agreement, and that absent such disclaimers, exclusions and limitations of liability, the terms and conditions of this Agreement would be substantially different.

## **12. INDEMNIFICATION.**

**12.1 Indemnification of a College.** StraighterLine agrees to indemnify, defend and hold harmless each College from and against any claim by any third party and all losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from awarded to such third party to the extent based on a claim that the Platform or StraighterLine Content infringes a third party's U.S. patents issued as of the effective date of this Agreement, or infringe or misappropriate, as applicable, a third party's copyrights or trade secret rights under applicable laws of any jurisdiction within the United States of America. This indemnity obligation shall only apply if the College promptly notifies StraighterLine in writing of the claim, cooperates with StraighterLine, and allows StraighterLine sole authority to control the defense and settlement of such claim. In the event that these indemnity obligations apply, StraighterLine will not settle any third-party claim against a College unless such settlement completely and forever releases the College from all liability with respect to such claim or unless the College consents to such settlement, and further provided that the College will have the right, at its option, to defend itself against any such claim or to participate in the defense thereof by counsel of its own choice. If an infringement claim is made or appears possible, the College agrees to permit StraighterLine, at StraighterLine's sole discretion, to enable it to continue to use the Services, as applicable, or to modify or replace any such infringing material to make it non-infringing. If StraighterLine determines that none of these alternatives is reasonably available, the College shall, upon written request from StraighterLine, cease use of, and, if applicable, return, such materials as are the subject of the infringement claim. This Section 12.1 shall not apply to any claims arising, in whole or in part, from a College Indemnity Responsibility.

**12.2 Additional Indemnity.** StraighterLine agrees to indemnify, defend and hold harmless each College from and against any claim by any third party and all losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from awarded to such third party to the extent based on a claim that: (a) StraighterLine's gross negligence or willful misconduct, or (b) StraighterLine's violation of applicable laws or regulations, including without limitation, laws regarding data privacy and telephone communications in the performance of its obligations under this Agreement. This indemnity obligation shall only apply if College the promptly notifies StraighterLine in writing of the claim, cooperates with StraighterLine, and allows StraighterLine sole authority to control the defense and settlement of such claim. This Section 12.2 shall not apply to any claims arising, in whole or in part, from: (i) a College's or a Student's negligence or willful misconduct, (ii) a College's violation of applicable laws or regulations, including without limitation, laws regarding data privacy and telephone communications, (iii) any Student Content, or (iv) a College's breach of this Agreement.

**12.3 College's Indemnity Obligations.** Each College agrees to hold, harmless, indemnify, and, at StraighterLine's option, defend StraighterLine from and against any losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from intellectual property infringements arising from: (a) a combination, operation or use of the Platform or Services with other software, hardware or technology not provided by StraighterLine, and (b) the College's material breach of its obligations under this Agreement (each a "**College Indemnity Responsibility**"), provided that StraighterLine promptly notifies the College in writing of the claim, cooperates with the College, and allows the College sole authority to control the defense and settlement of such claim. In the event that these indemnity obligations apply, the College will not settle any third party claim against StraighterLine unless such settlement completely and forever releases StraighterLine from all liability with respect to such claim or unless StraighterLine consents to such settlement, and further provided that StraighterLine will have the right, at its option, to defend itself against any such claim or to participate in the defense thereof by counsel of its own choice.

### **13. TERM AND TERMINATION.**

**13.1 Term.** The initial term of this Agreement shall commence on the Effective Date and continue for a period of five (5) years from the Commencement Date (the initial Term, together with any extension or renewal thereof, the "**Term**").

**13.2 Termination for Breach.** ULS or a College may, at its option, terminate its Agreement in the event of a material breach by StraighterLine, and StraighterLine, at its option, terminate the Agreement in the event of a material breach by ULS or a College. Such termination may be effected only through a written notice to the breaching party, specifically identifying the breach or breaches on which such notice of termination is based. The breaching party will have a right to cure such breach or breaches within sixty (60) business days of receipt of such notice, and this Agreement will terminate in the event that such cure is not made within such sixty (60) business-day period.

**13.3 Suspension of Access.** StraighterLine may suspend access to any or all of the Services, including the Services, in the event any amount due under this Agreement is not received by StraighterLine within thirty (30) days after it was due.

**13.4 Termination Upon Bankruptcy or Insolvency.** ULS or a College may, at its option, terminate this Agreement immediately upon written notice to StraighterLine, in the event: (a) that StraighterLine becomes insolvent or unable to pay its debts when due; (b) StraighterLine files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within sixty (60) days after such filing; (c) StraighterLine discontinues its business; or (d) a receiver is appointed or there is an assignment for the benefit of StraighterLine's creditors. StraighterLine may, at its option, terminate this Agreement immediately upon written notice to the other parties, in the event: (a) that any other party becomes insolvent or unable to pay its debts when due; (b) any other party files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within sixty (60) days after such filing; (c) any other party discontinues its business; or (d) a receiver is appointed or there is an assignment for the benefit of any other party's creditors.

**13.5 Effect of Termination.** Upon any termination of this Agreement: (a) the College and each Authorized End User will immediately discontinue all use of the Services and any StraighterLine Confidential Information; (b) the College will delete any StraighterLine Confidential Information from the College's computer storage or any other media including, but not limited to, online and off-line libraries; (c) StraighterLine will delete any of the College Confidential Information from StraighterLine's computer storage or any other media including, but not limited to, online and off-line libraries; (d) the College will return to StraighterLine or, at StraighterLine's option, destroy, all copies of the Platform Documentation and any StraighterLine Confidential Information then in the College's possession; (e) each party will discontinue use of the other party's Brand; and (f) the College will promptly pay to StraighterLine all amounts due and payable hereunder. Following the permanent removal of all personally identifying information, StraighterLine may retain and use a copy of the Student Data for its internal research purposes, but shall defend, indemnify and hold the College harmless from any third party claims relating to StraighterLine's use, maintenance, or handling of such Student Data.

**13.6 Survival.** The provisions of Sections 3.4, 3.7, 7.1, 7.2, 7.3, 8, 9, 11, 13.5 and 14 will survive the termination of this Agreement.

#### **14. MISCELLANEOUS.**

**14.1 Entire Agreement.** This Agreement, including all Exhibits attached hereto, set forth the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the parties with respect to the subject matter hereof, and neither of the parties will be bound by any conditions, inducements or representations other than as expressly provided for herein.

**14.2 Independent Contractors.** In making and performing this Agreement, the Colleges and StraighterLine act and will act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Agreement will be construed or implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time will either party make commitments or incur any charges or expenses for, or in the name of, the other party.

**14.3 Notices.** All notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid, to the parties to the Agreement as follows:

with a copy to:

Office of the Provost and Vice President for Academic Affairs  
University of Louisiana System  
1201 North Third Street, Suite 7-300, Baton Rouge, LA 70802

or addressed to such other address as that party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by facsimile, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notices shall be effective on the date indicated in such confirmation. In the event that either party delivers any notice hereunder by means of facsimile transmission in accordance with the preceding sentence, such party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving party, addressed as set forth above or to such other address as the receiving party may have previously substituted by written notice to the sender.

**14.4 Amendments; Modifications.** This Agreement may not be amended or modified except in a writing duly executed by authorized representatives of both parties.

**14.5 Assignment.** Neither StraighterLine nor any College may assign this Agreement or the rights and obligations hereunder, including without limitation by operation of law, without the prior written consent of the other party, such consent not to be unreasonably withheld; provided, however, that StraighterLine, and its successors and assigns, may assign this Agreement and the rights and obligations hereunder without the consent of ULS or any College in the event of an Acquisition. "Acquisition" is hereby defined as (a) any merger, business combination, consolidation or purchase of outstanding equity of StraighterLine, or its successors or assigns, in a business combination after which the voting securities of StraighterLine, or such successor or assign, outstanding immediately prior thereto represent (either by remaining outstanding or by being converted into voting securities of the surviving or acquiring entity) less than 50% of the combined voting power of the voting securities of StraighterLine, or such successor or assign, or such surviving or acquiring entity outstanding immediately after such event (other than as a result of a financing transaction); (b) any sale of all or substantially all of the equity or assets of StraighterLine, or its successors or assigns (other than in a spin-off or similar transaction); (c) any other form of business combination or acquisition of the business of StraighterLine, or its successors or assigns, in which StraighterLine, or its successors or assigns, is the target of the acquisition; or (d) a conversion into a corporation, or a merger to effectuate the same.

**14.6 No Third-Party Beneficiaries.** The parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

**14.7 Severability.** If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

**14.8 Waiver.** No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the party granting such waiver in any other respect or at any other time. Any delay or forbearance by either party in exercising any right hereunder will not be deemed a waiver of that right.

**14.9 Force Majeure.** Except with respect to payment obligations hereunder, if a party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such party's reasonable control, including, by way of example, Internet access outside of StraighterLine's control, war, terror, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a material breach of this Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such party is prevented or delayed from performing for more than ninety (90) days, the other party may terminate this Agreement upon thirty (30) days' written notice.

**14.10 Governing Law.** Any dispute with respect to the Agreement shall be brought and heard in the state court of Louisiana.

**14.11 Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.


**14.12 Headings.** The headings in this Agreement are inserted merely for the purpose of convenience and will not affect the meaning or interpretation of this Agreement.

**[REMAINDER OF PAGE LEFT BLANK - SIGNATURE PAGE FOLLOWS]**

The parties agree to the above terms and have executed this Agreement as of the date(s) set forth below.

**University of Louisiana System**

**StraighterLine, Inc.**

By: 

By (Signature): \_\_\_\_\_

Name: James B. Henderson




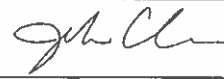
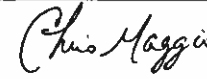




Name (Printed): \_\_\_\_\_

Title: President & CEO

Title: \_\_\_\_\_

Date: 7/8/2020

Date: \_\_\_\_\_

Grambling State University By: 	Title: President
Louisiana Tech University By: 	Title: President
McNeese State University By: 	Title: President
Nicholls State University By: 	Title: President
Northwestern State University By: 	Title: President
Southeastern Louisiana University By: 	Title: President
University of Louisiana at Lafayette By: 	Title: President
University of Louisiana at Monroe By: 	Title: Interim President
University of New Orleans By: 	Title: President



**Exhibit A**

**Use Cases**

Use Case #1 - Applicants and prospects for which there are concerns about academic readiness and student success, including individuals who place below college-level math or writing or do not meet College's admissions requirements.

Use Case #2 - Students facing financial aid caps, affordability concerns, term break, academic progress issues, scheduling misses and/or unmet GenEd requirements.



**Exhibit B**  
**Services**

**Services:** StraighterLine delivers via the Platform a student success and college readiness program that “stacks” (within a tightly integrated user experience) into degree programs offered by a College. These services include access to the student-paced online courses set forth on Exhibit E.

**Features:**

- Branded web-based platform and student portal
- Subscription management and payment processing
- Enrollment management services, except where declined as a service by a College
- Dynamic course mapping
- Student success resources, including a self-service topic center
- Up to 10 hours of tutoring per Student
- Guided admissions checklist
- Student cohort progress and performance reporting
- Access to the student-paced online courses set forth on Exhibit E, including all necessary learning management system access
- E-book access provided to students at no additional cost
- Assessments and grading, except where declined as a service by College, and subject to academic oversight of the College as provided in the Agreement.
- Courses have available reference resources, practice resources and homework assignments necessary to prepare for assessments.
- Web-based proctoring for final exams and plagiarism detection software, except where declined as a service by a College
- Participant support services for non-academic questions such as technical support, credit transfer questions, proctoring questions, academic challenges or any concern, will be available via phone or chat Monday - Friday, 8:00am-8:00pm, Saturday - Sunday, 9:30am - 5:00pm EST.
- Online ticketing system for written and off-hour support requests

## **Exhibit C**

### **Fees**

The Courses and Platform are offered by StraighterLine to College at \$125.00 per month per active Student, inclusive save for pricing related to further enhancements that may be developed over time. Students will be charged directly out-of-pocket for the Academy Offering, which StraighterLine will collect directly and from which StraighterLine will retain its associated fee(s). For the avoidance of doubt, ULS may determine a price per month to Students. If the price is higher than the fee to StraighterLine, then StraighterLine will retain its portion of the fees from the total amount collected as set forth in Section 8.1 and remit the balance to ULS.

**Exhibit D**

**Service Level Agreement**

1) **Availability.** StraighterLine agrees to maintain 99.9% monthly Availability of the Platform, excluding Scheduled Downtime.

**“Scheduled Downtime”** means the total amount of time during any calendar month, measured in minutes, during which the StraighterLine Services’ core features and functions are unavailable for the majority of active Students according to the Access Protocols, due to planned system maintenance performed by or on behalf of StraighterLine, as set forth in Exhibit C. StraighterLine will exercise reasonable efforts to perform scheduled system maintenance Thursday nights/Friday mornings between the hours of 10:00 PM (Thursday) and 4:00 AM (Friday) Eastern Standard Time. StraighterLine reserves the right to change the scheduled downtime, provided that StraighterLine provides reasonable prior notice prior to modifying such Scheduled Downtime.

**“Unscheduled Downtime”** means the total amount of time during any calendar month, measured in minutes, during which the StraighterLine Services’ core features and functions are unavailable for access by a majority of active Students, other than Scheduled Downtime and the exceptions otherwise stated in the Agreement.

**“Disaster”** means a catastrophic event (or series of events that are collectively catastrophic) that results in significant or potentially significant downtime or disruption of the production environment and requires StraighterLine to invoke its disaster recovery plan. StraighterLine has the sole and exclusive right to declare a disaster in its discretion.

**“Availability”** means, with respect to any particular calendar month, the ratio obtained by subtracting Unscheduled Downtime during such month from the total time during such month, and thereafter dividing the difference so obtained by the total time during such month. Represented algebraically, Availability for any particular calendar month is determined as follows:

$$\text{Availability} = \frac{\text{(Total Monthly Time - Unscheduled Downtime)}}{\text{Total Monthly Time}}$$

**NOTE:** **“Total Monthly Time”** is deemed to include all minutes in the relevant calendar month excluding scheduled downtime as described above.

2) **Severity Levels.** During the Term of the Agreement StraighterLine will provide support for the Platform and Courses according to the severity levels described below.

<b>Severity Description</b>	<b>Response</b>
<b>Severity 1 (“Critical”)</b> Critical impact on operations due to: <ul style="list-style-type: none"><li>• inoperability or intermittently operability (restorations of the Platform or a Course lasting less than 1 hour) of one or more major functions;</li><li>• substantial degradation of performance including page load times (within the</li></ul>	<ul style="list-style-type: none"><li>• Initial response within 60 minutes;</li><li>• Promptly post a banner notification on each affected Service website informing Students that the Platform or Course, as applicable, is unavailable;</li><li>• Provide a fix or work-around as soon as possible;</li><li>• StraighterLine shall work around the clock until fixed</li></ul>

Platform) exceeding 30 seconds (e.g., excluding internet connectivity issues); <ul style="list-style-type: none"> <li>serious loss and/or corruption of data; or</li> <li>identification of security vulnerabilities which expose Student Data.</li> </ul>	<ul style="list-style-type: none"> <li>Update College every 30 minutes of the corrective actions taken and status;</li> <li>Provide a determination of root cause within 24 hours (if available).</li> </ul>
<b>Severity 2 (“High”)</b> Severe impact on Academy operations due to: <ul style="list-style-type: none"> <li>limited use of one or more major functions of the Platform; or</li> <li>data corruption rendering Student Data unavailable.</li> </ul>	<ul style="list-style-type: none"> <li>Initial response within 60 minutes;</li> <li>Fix or work-around as soon as possible;</li> <li>StraighterLine shall work during normal business hours until fixed</li> <li>Update College every hour of the corrective actions taken and status;</li> <li>Provide a determination of root cause within 72 hours (if available).</li> </ul>
<b>Severity 3 (“Medium”)</b> Moderate impact on Academy operations due to non-disabling functional limitations of the Platform.	<ul style="list-style-type: none"> <li>Initial response within 3 business days;</li> <li>Provide a fix or work-around in the next service update or as soon as reasonably practicable.</li> </ul>
<b>Severity 4 (“Low”)</b> Low impact on Academy operations due to content or cosmetic errors of the Platform.	<ul style="list-style-type: none"> <li>Initial response within 5 business days;</li> <li>Fix or work-around in the next service update or as soon as reasonably practicable.</li> </ul>

3) **Support Obligation.** A College will be permitted to designate in writing to StraighterLine up to two (2) College personnel for purposes of obtaining Technical Support from StraighterLine (“*Eligible College Personnel*”). StraighterLine will provide Technical Support to such Eligible College Personnel by means set forth in the following table, subject to the conditions regarding availability with respect to each such form of access as set forth in the table. “*Technical Support*” means the provision of responses by qualified StraighterLine personnel to questions from Eligible College Personnel related to use and operation of the Platform, including basic instruction or assistance related to functional errors in the Platform. Technical Support shall not include response to Severity 1 or 2 outages described in Section 2.

FORM OF SUPPORT	AVAILABILITY
Telephone Support*	8 x 5 x 365
Email Support**	8 x 5 x 365

\* At such phone number as StraighterLine may provide from time to time. From 9AM ET to 5PM ET.

\*\* At such email address as StraighterLine may provide from time to time. From 9AM ET to 5PM ET.

4) **StraighterLine Access.** A College shall provide such information and/or access to StraighterLine resources as StraighterLine may reasonably require in order to provide Technical Support under this Agreement, including,

without limitation, access via the Internet or via direct modem connection to relevant College servers, access to College facilities, and/or access to, and assistance of, College personnel who possess information required by StraighterLine for purposes of performing its obligations hereunder. StraighterLine shall be excused from any non-performance of its obligations hereunder to the extent any such non-performance is attributable to the College's failure to perform its obligations under this Section.

5) **Outages.**

- a) For the purposes of this Section, "Unplanned Outage" or "Outage" means any Severity 1 disruption of the Platform or Courses.
- b) If an Unplanned Outage lasts: (i) longer than 48 hours; or (ii) more than 8 hours on 4 or more occasions during a 60-day period, College will have the right to terminate this Agreement within 60 days upon written notice to StraighterLine, and will be entitled to a refund of the unused portion of any prepaid fees and unused credits on the termination date.

6) **Limitations to Technical Assistance.**

- a) **Eligible Recipients.** StraighterLine shall have no obligation to provide Technical Support, by any means, to any entity or individual other than Eligible Recipients.
- b) **StraighterLine Corporate Holidays.** StraighterLine shall have no obligation to provide Technical Support during any StraighterLine Corporate Holiday.
- c) **Technical Support Exemptions.** Unless otherwise agreed by the Parties, StraighterLine shall have no obligation to provide Technical Support with respect to any Platform error resulting from (i) use of the Platform in violation of the Agreement; or (ii) any combination or integration of the Platform with hardware, software and/or technology not provided by StraighterLine, regardless of whether such combination or integration is permitted under the terms of the Agreement.

7) **Scheduled Maintenance.** Not less than 5 days before scheduled maintenance StraighterLine will notify the College, by sending an email to \_\_\_\_\_ of the purpose of the update and, if the update will make the Platform or a Course temporarily unavailable to the College, the date, time, and duration of each such planned outage along with phone and email contact information. Additionally, StraighterLine will notify the College not less than 1 days in advance of any hot-fixes, security updates or any patch requested by the College.

8) **SLA Reporting.** Within five (5) business days following the resolution of an Outage of StraighterLine's Platform lasting sixty (60) or more minutes, StraighterLine agrees to provide College a "post-mortem" report on the Outage. Such report will include, at a minimum: a reasonable summary of the circumstances surrounding the Outage; the cause(s) and resolution; and preventative measures being taken to prevent a similar Outage in the future. For Outages caused by third parties, StraighterLine shall promptly provide the updates they receive from such third parties and any reports "post-mortem" StraighterLine receives thereafter.

9) **Web Accessibility.** StraighterLine represents that it is committed to serving the needs of Students with qualified disabilities and agrees to provide the Platform and Courses compliant with the standards set forth in the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA. StraighterLine further agrees to: (i) use commercially reasonable efforts to remediate WCAG non-compliance in the Platform or any Course, as applicable; and (ii) make any accessibility enhancements of the Platform and Courses available to College on the same basis and timeline as to any of its other customers.

10) **Information Security.** StraighterLine represents and warrants that: (i) it has implemented reasonable processes and systems for the protection and security of the Confidential Information; (ii) it will cooperate with a College's reasonable requests to assess the security measures of StraighterLine's systems; and (iii) any information

provided to the College in a security assessment is or will be accurate and complete to the best of its knowledge. StraighterLine agrees to cooperate with a College's requests for additional information and updates on those security items that StraighterLine indicated are in process.

**Exhibit E**

**Courses to be Articulated with Letter Grades by College**

StraighterLine Course	GSU	LA Tech	MSU	NiSU	NSU	SLU	ULL	ULM	UNO
Student Success	FYE 101			UNIV 101	UNIV 1000	SE 101	ACSK 100	UNIV 1010	UNIV 1001
Introduction to Algebra	Math 99	+	MATH 092	*	*	MATH 92*	*	MATH 0093	
College Algebra	Math 131	MATH 103		MATH 101	Math 1020/Math 1035	MATH 161	MATH 103	MATH 1011	MATH 115
Developmental Writing	Eng 093	**	ENGL 0XX	**	**	ENGL 92	**	#	
ENGL Composition 1	Eng 101	ENGL 101		ENGL 101	ENGL 1010	ENGL 101	ENGL 101	ENGL 1001	ENGL 1157
ENGL Composition 2	Eng 102	ENGL 102		ENGL 102	ENGL 1020	ENGL 102	ENGL 102	ENGL 1002	ENGL 1158
Introduction to Biology		BISC 101		BIOL 105	BIOL 1010	GBIO 106	BIOL 110	BIOL 1010	BIOL 1053
Introduction to Business		BUSN 110		BSAD 101	****	MGMT 141	BADM 100	BUSN 1001	BA 1000
Introduction to Communication				***	COMM 1010	COMM 215	CMCN 100	COMS 1001	
Introduction to Sociology		SOC 201		SOCI 151	SOC 1010	SOC 101	SOCI 100	SOCL 1001	SOC 1051
Introduction to Psychology	Psy 200	PSYC 102		PSYC 101	PSYC 1010	PSYC 101	PSYC 110	PSYC 2001	PSYC 1000
US History 1	HIST 101	HIST 201		HIST 255	HIST 2010	HIST 201	HIST 221	HIST 2001	HIST 2501

\* Qualifies student for college-level math (MATH 100 or 117); NSU Math 1020 or Math 1035; SLU Math 105 or Math 151

\*\* Qualifies student for college-level English

\*\*\* Articulates as a SPCH elective (SPCH XXX)

\*\*\*\* BUAD 1010; 1020; 1040; 1800; 2200

# Offered at LA Delta CC

+ Qualifies student for college-level MATH 100 (LA Tech) or MATH 103 (LA Tech)