

SERVICES AGREEMENT

This Agreement sets forth the terms between the Board of Regents of the University of Nebraska, for and on behalf of University of Nebraska Online Worldwide, a public body corporate and entity of the State of Nebraska, having an address at 3835 Holdrege Street, Lincoln, NE 68583 (the "University") and InsideTrack, a business entity of the State of California having an address at 1620 Montgomery Street, Suite 230, San Francisco, CA 94111 ("InsideTrack") with regard to the performance by InsideTrack of certain services (the "Services") hereunder. All Services provided by InsideTrack to the University shall be under the terms and conditions set forth in this Agreement. The University and InsideTrack may be referred to individually as a "Party" and collectively as the "Parties"

1. **Description of Services.** InsideTrack shall render the services and provide the deliverables identified in Section 1 of Exhibit A to this Agreement (the "Services"), attached hereto and incorporated by reference herein, to the University.
2. **Payment.** In full consideration for the Services performed by InsideTrack hereunder, the University shall pay or cause to be paid to InsideTrack the sum identified in Section 2 of Exhibit A to this Agreement. InsideTrack shall invoice the University for the sums set forth in Section 2 of Exhibit A on a net 30 day basis. Payments not made in full within 30 days of the date of the invoice will bear simple interest at a rate of 8 percent per annum.
3. **Confidentiality.** "Confidential Information" shall mean any materials, written information, and data marked "Confidential" by either Party or non-written information and data disclosed by either Party that is identified at the time of disclosure to the receiving party as confidential and is reduced to writing and transmitted to the receiving Party within thirty (30) days of such non-written disclosure. Each Party agrees to use the same degree of care it uses to protect its own confidential information and, to the extent permitted by law, to maintain as confidential for a period of three (3) years the Confidential Information. The obligations of confidentiality hereunder shall not apply to information in the public domain or independently known, obtained or discovered by the receiving Party, or to information that the Receiving Party is required by law to disclose.
4. **Intellectual Property.** InsideTrack shall have no interest in the deliverables provided under this Agreement, and the University shall be the sole owner of all work produced by InsideTrack's Services. Furthermore, the University shall be the sole owner of any and all intellectual property rights, including without limitation, patents, copyrights, trademarks and trade secrets arising out of the Services.
5. **Publicity and Endorsements.** Neither party will use the name, service mark, trademark, or abbreviation thereof of the other party in any publicity, advertising, or news release without the prior written approval of the authorized representative of the other party. In addition, the University shall not state or imply in any publication, advertisement, or other medium that InsideTrack has approved, endorsed or tested any product or service.
6. **Termination.** Either Party may terminate this Agreement for material breach on thirty (30) days written notice, during which period the breaching party may cure. Additionally, either Party may terminate this Agreement for its convenience upon sixty (60) days prior written notice to the

other party. Upon termination, the University shall pay InsideTrack for all services rendered and costs incurred up to and including the effective date of termination.

7. **Independent Contractor.** The Parties hereto are independent contractors and each shall be solely responsible for maintenance and payment of any and all taxes, insurance, social security deductions and the like that may be required by federal, state or local law with respect to any sums paid hereunder. Neither Party is an agent or representative of the other Party, and neither Party has the authority to bind or commit the other Party to any agreements or other obligations.

8. **Mutual Indemnification.** Each Party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other Party and the results thereof. Each Party therefore agrees that it will assume all risk and liability to itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement, and for any loss, cost, or damage caused thereby during the performance of this Agreement.

9. **General.** This Agreement is non-assignable and non-transferrable. This Agreement shall be governed by the laws of the State of Nebraska. Each Party hereby certifies that it has been duly authorized to enter into this Agreement, and that in doing so, it is not in breach of any agreement or obligation to a third party.

10. **Nebraska Taxpayer Transparency Act.** Pursuant to Nebraska's Taxpayer Transparency Act (Neb. Rev. Stat. §84-602.01, as may be amended), as of January 1, 2014, the University of Nebraska is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at www.nebraskaspending.gov. It shall be the sole responsibility of the FPC to notify the University of any requested redactions to such contracts and documents under Neb. Rev. Stat. 84-712.05(3) at the time of execution.

The University has agreed to the proceeding terms and has signed this Agreement as of the date set forth below:

The Board of Regents of the University of Nebraska

Signature: 

Printed Name:

Mary P. Niemiec

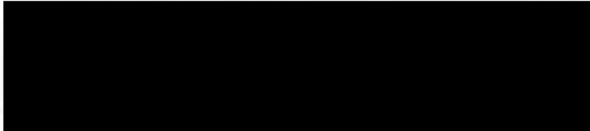
Title:

Assoc. VP for Distance Education, Director of University of
Nebraska Online Worldwide

Date:

3-4-15

InsideTrack

Signature: 

Printed Name:

LARA COKEY

Title:

General Counsel

Date:

3/2/15

Exhibit A

Section 1 – Description of Services:

Mystery Shopping - Internal and Competitive Analysis

- Two 2-hour implementation/discovery meetings performed remotely
- Evaluation of the student experience from point of inquiry through application of up to 20 programs offered via University of Nebraska Online Worldwide
- External secret shop of additional programs at *competing* universities. Note that the total number of secret shops is 20 and can be spread between University of Nebraska Online Worldwide and competing programs
- For all programs two separate inquiries will be made: one in which InsideTrack will be responsive and move forward in the admissions process only to the point of submitted application; and, another in which InsideTrack will inquire and remain non-responsive in order to document outreach from the school
- Documentation of the following:
 - Request For Information (RFI) experience: ease of navigation to inquiry form; simplicity of inquiry form
 - Response time per channel (email, phone call, web RFI) after initial inquiry and throughout the process
 - Number of outreach attempts per channel to non-responsive inquiries
 - Frequency of communication at different stages of the process
 - Number of different people interacting with the student and transfer/hold times
 - Usefulness of information provided
 - Friendliness and helpfulness of the admissions departments
 - Obstacles to moving forward in the process
 - Other relevant notes as necessary
- Review of internal best practices and/or inconsistencies between programs and campuses
- Table summarizing the data points and student experience for each program individually and compared to each other
- Written report including a summary of InsideTrack's findings and recommendations, highlighting both strengths and areas to improve
- Presentation (on-site) of the results with in depth discussion of recommendation and next steps

Section 2 – Anticipated Timeline

March 16 begin implementation and discovery meetings and prepare for shops

March 18 begin inquiring at schools

March 18 – April 24 complete secret shops

April 6 –update on process and results

April 27 – May 15 compile results and recommendation and complete report

Week of May 18 – deliver results to client on site

Section 3 -- Fees and Payment Schedule for Services:

Pricing

- \$36,000 for up to 20 programs (internal or external/competitive)

- \$1,350 for each additional program

Cost for the Services

- 29 Programs have been ordered
- Total cost: \$48,150

Payment Schedule

<u>Invoice Date</u>	<u>Amount Due</u>
04/01/15	\$24,075
05/18/15	\$24,075

**InsideTrack, Inc. and the Board of Regents of the University of Nebraska
(on behalf of the University of Nebraska Online)**

Second Amendment to the Services Agreement, entered into by the Parties on 03/04/15

WHEREAS the Board of Regents of the University of Nebraska, on behalf of the University of Nebraska Online, ("Client") and InsideTrack, Inc. ("InsideTrack") entered into an Agreement dated March 4, 2015, (the 03/04/2015 Agreement"), under which InsideTrack agreed to provide Services (as defined in the 03/04/15 Agreement and Amendment 1), and Client agreed to compensate InsideTrack for such Services; and

WHEREAS Client and InsideTrack wish to amend the 03/04/2015 Agreement to reflect an expansion of Services;

NOW, THEREFORE in consideration of the above recitals, the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for their mutual reliance the Parties hereto agree as follows:

- 1) Client and InsideTrack agree to amend the 03/04/2015 Agreement to add the Services outlined in the attached Exhibit B," incorporated into this Second Amendment and the 03/04/2015 Agreement by reference. The Parties acknowledge that the Services and timeline identified in Exhibit B are subject to reasonable modification based on what the Parties mutually determine is the best interest of the Client during implementation.
- 2) The Amendment's term is from the Effective Date of this First Amendment until February 28, 2019.
- 3) Client agrees to pay the Service Fees set forth in the attached Exhibit B.
- 4) Capitalized terms used herein and not otherwise defined shall have the same meanings as those ascribed to them in the Agreement.
- 5) Except as expressly modified herein, all terms, conditions and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Second Amendment shall be effective as of the date that both Parties sign below (the "First Amendment Effective Date").

FOR THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA:

By:  Date: 3-7-18

Name: CHRIS J. KABOUREK

Title: INTERIM VP FOR BUSINESS & FINANCE / CFO

FOR INSIDETRACK, INC.

BY:  Date: 3/1/2018
Lara Corey
General Counsel

**Exhibit B
Summary of Services for
Statement of Work**

<p>InsideTrack Authorized Representative: Cathy Swope, AVP Program Development Cathy.Swope@InsideTrack.com</p> <p>Client Authorized Representative: Chris Kabourek, Interim Senior Vice President of Budget & Planning Email: ckabourek@nebraska.edu</p>

Summary of Services and Fees:

Start Date: Effective Date of Agreement
End Date: 2/28/19

Service	Description	Mar '18 - Feb '19
Program Management and Change Support	<p>InsideTrack provides ongoing consultation and strategic support for leadership and the operational team. Regular strategy sessions will be scheduled to support the training and development program in achieving its objectives and ensure that as the campus programs evolve during the engagement, we can effectively adapt our services to calibrate to their needs.</p> <p>We will partner with the university to assess change readiness across the campuses, risk factors around change, change saturation, and organizational change competency. We will also form a joint change support team including InsideTrack staff and representatives from the institution to develop plans such as lead nurturing, leveraging sponsorship to strengthen support for the focus of the program, managing potential resistance to the focus, and communicating goals and processes of the effort. These elements of our services are designed to be adapted to the individual campus cultures and increase the speed of adoption, utilization of the lead nurturing approach, and proficiency of staff members.</p>	x
Professional Development – Foundational Training	<p>Foundational Training on lead nurturing is the first step of any professional development program for recruiting focused advisors and includes a 1.5-day on-site training. Managers will receive an additional 1-day manager specific training prior to the onsite foundational training. Holders of the four new lead nurturing positions could participate in additional or more advanced training. Additional virtual or onsite training will be provided. The manager specific training will provide an overview of the methodology and what is entailed with supporting the professional development of an employee utilizing the methodology. The ongoing training program is customized based on the outcomes of the needs assessment and will include 2 additional on-site trainings and bi-monthly development sessions. On-site and virtual trainings will be held individually for each campus.</p>	x
Professional Development - Quality Focus	<p>InsideTrack specialists will observe participants following foundational training. Each attendee will receive up to 4 observations and 2 debriefs in the 8-10 weeks following foundational training. The objective of the quality development program is to reinforce and capitalize on the skills learned in the training and to offer further development on individual skills. Based on our</p>	x

	current understanding of the technology platforms available at each campus for recording and the cultural preferences, InsideTrack can observe on site for an additional travel fee.	
Training Documentation	All training materials and program documentation	x

Estimated Total:

\$165,609

Estimated Participant Count for training (up to)	
Medical Center	37
Omaha	15
Kearney	30
Managers (across all campuses)	15

Invoice Schedule (Net 30)

1-Mar-18	\$41,402.25
1-Jun-18	\$41,402.25
1-Sep-18	\$41,402.25
1-Dec-18	\$41,402.25