

## Agreement between University of North Dakota and Ed2Go/Cengage Learning, Inc.

This Agreement (the "Agreement") is made and entered into this 1st day of July, 2018 (the "Effective Date") by and between University of North Dakota ("University") having an office at Gustafson Hall Room 103, 3264 Campus Road Stop 9021, Grand Forks, ND 58202-9021, and Education To Go-A Division of Cengage Learning, Inc. ("Ed2Go") having an office at PO Box 760, Temecula, California 92593-0760.

WHEREAS, University offers college-level education courses to many, including teachers and educational leaders, with varying objectives, degree and non-degree;

WHEREAS, Ed2Go provides professional development training to educators and school leaders for the purpose of enhancing the educational growth of teachers and school administrators;

THEREFORE, in consideration of the promises set forth herein, the parties agree as follows:

### ***PROFESSIONAL DEVELOPMENT GRADUATE CREDIT COURSES***

University and Ed2Go propose to collaborate and partner to deliver online courses to teachers for professional development graduate credit (2900-level). University recognizes the quality of Ed2Go professional development online courses and agrees to award professional development graduate credit for such online courses once the student has successfully completed his or her required Ed2Go coursework and successfully completed University's supplemental requirements, if any.

University will provide to fully paid students one –four professional development graduate credits (15-60 hour courses) for completion of each approved Ed2Go course. University and Ed2Go will have the option to alter this credit/course-hour structure, upon mutual agreement of both parties. Ed2Go will provide instructors of record to facilitate and grade coursework using the Satisfactory/Unsatisfactory system.

Ed2Go will determine the appropriate content, subject matter, and materials and periodically update the course as needed. Ed2Go will provide access to course evaluations and comments to University through its administrative portal. Ed2Go will facilitate and grade coursework using S/U grading.

University will enroll students, maintain records and databases, and provide other customer service as needed. University will market the course using the standard marketing activities (web, printed summer brochure, email blasts, etc.).

### ***TUITION AND FEE STRUCTURE***

University will post and charge pricing for the UND approved courses, including Ed2Go and University fees. Ed2Go will collect the total fee and pay UND its share on a monthly basis. These professional development graduate credits are subject to change by University, and any updated pricing will be appended to this agreement. Current pricing for courses will be (subject to change, as mentioned above):

**One Professional Development Graduate Credit:**

University:	\$80.00
Ed2Go:	\$75.00
TOTAL:	\$155.00/1 professional development graduate credit

**Reading Strategies Suite:**

University:	\$124.00
Ed2Go:	\$ 395.00
Total:	\$519.00/ 4 professional development graduate credits

**Educator's Fundamentals Series:**

University:	\$196.00
Ed2Go:	\$199.00
Total:	\$395.00/ 3 professional development graduate credits

Wholesale prices assigned by Ed2Go and University prices are subject to change.

**REVENUE DISTRIBUTION**

- i. Ed2Go will collect and retain all payments received for UND's registrations in Ed2Go courses
- ii. Ed2Go will issue a check to University on a monthly basis for all payments received from UND students registered in Ed2Go courses
- iii. Refund requests for courses purchased will follow Ed2Go's close of roster timeline

**MARKETING**

The courses will be marketed simultaneously by both University and Ed2Go

- i. University, as part of its customary marketing initiatives including, at University's own cost
  - a. Reference in direct marketing materials, including flyers distributed to local schools and districts
  - b. Emails to educator and administrator alumni (both graduate and undergraduate) at least once a year
  - c. New course campaigns (Once a year)
  - d. Website presence
- ii. Ed2Go, as part of its customary marketing projects at Ed2Go's own cost

Both parties agree to allow the counterparty to use corporate logos and other branding materials subject to this Agreement. The University logo to be used by Ed2Go pursuant to this clause is the UND "Flame" logo.

Both parties reserve the right to review and/or reject the marketing materials and activities offered under the terms of this Agreement.

**DURATION AND TERMINATION**

This Agreement may be terminated by either party upon written notice. This Agreement is in place for two (2) years and will be reviewed at the end of each year. The effective date of any termination shall be one (1) months from the date of receipt of the notice by the other party. Upon termination, University students then currently enrolled in an Ed2Go course will be permitted to complete the course for which they have registered and paid.

***LIABILITY AND DEFAULT***

Each party shall be responsible for claims, losses, damages, and expenses proximately caused by the negligent or wrongful acts or omissions of its employees acting within the scope of their employment. The tort liability of the University shall be determined pursuant to chapter 32-12.2 of the North Dakota Century Code and is subject to the conditions and limitations contained therein. Neither party shall be liable or deemed to be in default for any delay or failure to perform its obligations hereunder if such failure results directly or indirectly from any cause beyond its reasonable control. Ed2Go shall indemnify University against any and all third-party claims for infringement of copyright, trademark, or trade dress arising out of University's use of Ed2Go materials hereunder.

***RIGHTS, INCLUDING COPYRIGHTS***

Ed2Go will maintain all of the right, title and interest in and to the courses being supplied hereunder and to the appropriate licenses, contracts, and copyrights from participating educational experts in order to use their materials in Ed2Go courses.

***WARRANTY OF ORIGINALITY, NON-INFRINGEMENT***

Ed2Go represents and warrants that any and all content and/or presentations supplied, performed, and/or displayed by Ed2Go hereunder, inclusive of PowerPoints, handouts, and all other audiovisual and media elements, shall be (a) original to Ed2Go; (b) appropriately licensed from one or more third-parties holding exclusive rights therein; or (c) used subject to a bona fide and good faith belief that an exception to third-party exclusive rights (e.g., fair use) applies, provided that such belief shall not negate any indemnification obligation imposed upon Ed2Go herein.

***INSURANCE***

Each party will maintain an amount of insurance that it determines to be adequate to cover any liabilities that may arise out of its performance of this Agreement. For its part, University's participation in the North Dakota risk management fund shall be deemed sufficient to comply with this paragraph.

**NOTICES**

Any official notice between the parties shall be in writing and addressed to the other party's administrative contact as follows:

**UNIVERSITY**

Lynette Krenelka, Ph.D.  
Director  
Office of Extended Learning  
University of North Dakota  
3264 Campus Road, Stop 9021  
Grand Forks, ND 58202-9021  
Fax: 701-777-4282  
Phone: 701-777-4883  
Email: lynette.krenelka@und.edu



**Ed2Go**

Sara Kemp  
Account Manager  
Ed2Go/Cengage Learning  
PO Box 760  
Temecula, CA 92593-0760

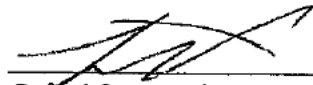
Fax: [REDACTED]  
Phone: [REDACTED]  
Email: [REDACTED]




The provisions of this section do not supersede any statutes or rules of court regarding notice of claims or service of process. In the event of a conflict between this section and any statutes or rules of court, the statutes or rules of court govern.

  
\_\_\_\_\_  
Lynette M. Krenelka Date 5/23/18

Director  
Office of Extended Learning

  
\_\_\_\_\_  
Rafael Castaneda Date 23 May 2018

Director of Strategic  
Partnerships  
Ed2Go/Cengage Learning, Inc

  
\_\_\_\_\_  
Thomas M. DiLorenzo Date 6/5/18  
Provost and Vice President for Academic Affairs  
University of North Dakota

Education To Go | A Division of Cengage Learning, Inc.  
**AGREEMENT TO OFFER ONLINE COURSES**

THIS AGREEMENT TO OFFER ONLINE COURSES (Agreement) is entered into, as of 8/5/2014 (the "Effective Date"), by and between Education To Go, PO Box 760, Temecula, California, 92593-0760 and University Of North Dakota, PO Box 9021 Grand Forks, ND 58202 ("Partner").

**RECITALS:**

WHEREAS, Education To Go develops, designs, produces and distributes online educational courses and content for Web-based Training (WBT) and instruction delivered via the Internet;

WHEREAS, Partner is an academic, educational or other training institution or a business or community organization interested in offering online educational courses produced by Education To Go for Partner's students, trainees, members or employees (collectively "Students"); and

WHEREAS, Education To Go is willing to provide online educational courses to Partner for Students on the terms and conditions hereinafter contained,

NOW, THEREFORE, Partner and Contractor agree as follows:

1. **Courses.** At Partner's request, Education To Go will make available to Partner, to offer to Students, online education courses available through Education To Go, including course materials, online instructors, course hosting and evaluation (the "Courses"). The Courses will be of two (2) types, as follows: (a) Online Courses (Courses) and (b) Courses comprising Career Training Programs (Programs). Each of such Course type is more fully described on Exhibit A and B, respectively, attached hereto and made a part hereof. Partner shall indicate which type of Course or Courses Partner desires Education To Go to make available hereunder by so indicating on the respective exhibit(s). Courses are listed in Education To Go's catalog which is updated periodically as new Courses are announced and added to Education To Go's offerings.

modifications, enhancements or works derivative of the Courses, other than those rights identified in this Agreement. Education To Go shall retain all right, title and interest to all trademarks, trade names and logos used by Education To Go in association with the Courses. Partner shall not claim or receive any ownership rights to the Courses or such trademarks, trade names or logos. The Courses, or any portion thereof, may not be reproduced, duplicated, copied, sold, resold or otherwise exploited for any commercial purpose without the prior written consent of Education To Go.
2. **Price and Payment.** Course prices to Partner, and payment terms, are set forth in Exhibits A and B. Prices charged to Partner by Education To Go are subject to change upon one hundred twenty (120) days' notice. Partner may determine its own prices to charge Students for Courses.
3. **Costs.** Education To Go shall be responsible for the costs incurred for producing and delivering the Courses via the Internet. The Students shall be responsible for any costs incurred for the purpose of receiving the Courses, including, but not limited to, the costs for hardware, software, Internet access and telephone charges.
4. **Ownership of Intellectual Property.** Education To Go shall retain all title, copyright, trade secrets, patents, trademarks and other proprietary rights in the Courses and all modifications, enhancements, and other works derivative of the Courses. Partner shall not acquire any rights, expressed or implied, in the Courses or
5. **Partner Trademarks.** Partner agrees that, during the term of this Agreement, Education To Go may include Partner in Education To Go's partner listings and may place Partner's name and logo, if requested, on Education To Go's Online Instruction Center Web site and in collateral marketing materials relating to Education To Go's products and services. Partner hereby grants Education To Go the right to use Partner's trademarks (name and logo only) designated by Partner for such uses, subject to Partner's trademark/logo usage guidelines, if any, provided by Partner to Education To Go.
6. **Advertising.** Education To Go hereby grants Partner permission to use Education To Go's name and qualifications, its Course descriptions and the names, likenesses and biographies of its instructors for Partner to use in advertising or promoting the Courses.
7. **Marketing Support.** Education To Go will provide Partner with marketing materials and assistance to promote Courses and Programs as determined by Education To Go.

8. **Marketing Requirements.** Partners shall promote Education to Go courses. Partner shall promote Education to Go courses on Partner's Web Site including, at a minimum, a link to course listings and student enrollment. As part of an effective marketing program, Partner should offer at least seventy-five percent (75%) of Education To Go's course catalog for a minimum of eight (8) months (sections) each year. As such, Partner should dedicate a minimum of ten to twenty percent (10-20%) per edition of Partner's promotional catalog(s) to Education To Go courses. If a print catalog is not part of Partner's normal marketing efforts, Partner shall prominently list Education to Go courses on Partner's Web Site.
9. **Taxes.** Partner shall be responsible for collecting applicable federal, state, local and other taxes applicable to its purchase, sale or use of the Courses.
10. **Term and Termination.** This Agreement shall commence upon the Effective Date and shall continue until terminated hereunder as follows:
  - a. Upon thirty (30) days' prior written notice to the other party, either party may terminate any of the Course types. Any such notice shall specify which type of Course is being terminated. Termination of a Course type shall not alter or affect any obligation of Partner to pay for Courses previously provided under this Agreement. Upon termination of a particular Course type, Partner shall cease all marketing of the Courses within such Course type, and shall return to Education To Go all print materials, software, passwords, code and other information supplied by Education To Go, or a third party, in connection with the Courses which are within the terminated Course type. Termination of a particular Course type hereunder shall not affect the remainder of this Agreement.
  - b. Either party may terminate this entire Agreement upon thirty (30) days' prior written notice to the other party. Termination does not alter or affect any obligation of Partner to pay for Courses previously provided under this Agreement. Upon the expiration or termination of this Agreement, Partner shall cease all marketing of the Courses and return to Education To Go all print materials, software, passwords, code and other information supplied by Education To Go, or a third party, in connection with the Courses or this Agreement.
  - c. Partner will undergo an annual review by Education To Go support staff to verify program eligibility. Education To Go may terminate this Agreement if Education To Go determines that: Partner is not devoting a sufficient amount of catalog space to the Courses; Partner is not offering a sufficient number of Courses; or Partner is not adequately supporting the Education To Go online program.
11. **Cancellation.** Education To Go expressly reserves the right to cancel, without prejudice, any Course at any time.
12. **Confidentiality.** Each party acknowledges that, from time to time, each party may receive confidential and proprietary information of the other party ("Confidential Information"). Each party agrees that it will take appropriate steps to protect the other party's Confidential Information from unauthorized disclosure, that, for a period of two (2) years after termination of this Agreement, or longer if required by law, it will not disclose the other party's Confidential Information to any third party, and that it will not use any of the other party's Confidential Information (other than as authorized by this Agreement) without the prior written consent of the other party. As used herein, the term "Confidential Information" does not include information that (a) is or becomes generally available to the public other than as a result of disclosure by the recipient or anyone to whom the recipient transmits the information, (b) becomes available to the recipient on a non-confidential basis from a source other than the disclosing party who is not bound by a confidentiality agreement with the disclosing party, (c) was known to the recipient or in its possession prior to the date of disclosure by the disclosing party, (d) is furnished by the disclosing party to others with written permission to disclose, (e) is independently developed by the recipient without reference to the Confidential Information, (f) is required to be disclosed by legal process or rule or regulation, or (g) does not qualify as confidential under the open records laws of the State of North Dakota. Each party agrees to take all reasonable steps to ensure that the other party's Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
13. **Assignment.** This Agreement shall be binding upon the heirs, executors, administrators and permitted assigns of each party, but no assignment by either party shall be binding on either of the parties without the written consent of the other; provided, however, that Education To Go may assign this Agreement without the written consent of Partner to (i) an affiliate of Education To Go, (ii) any party acquiring a controlling share of the capital stock of Education To Go, or (iii) a successor to all or a substantial portion of the business of Education To Go (by way of a sale of assets or by merger, consolidation or otherwise).
14. **Independent Contractors.** The term "Partner" as used herein shall be construed as figurative only and shall not imply or in any way suggest the existence or formation by this Agreement of a partnership, joint venture or any other relationship between the parties that imposes on either of them the legal duties or obligations of the other party. Each party hereto is an independent contractor, not an agent of the other party, and shall not have the ability to legally bind the other party.

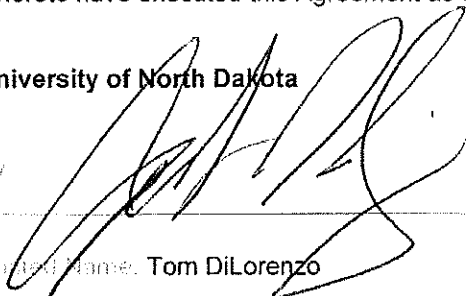
15. **Limitation of Liability.** Education To Go shall not be liable for defects in transmission, connectivity, Internet, Internet service provider, virus, interruptions, disruptions or delays, including those which may be caused by regulatory or judicial authorities. IN NO EVENT SHALL EITHER PARTY BE LIABLE IN ANY RESPECT, FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, ACTUAL, PUNITIVE DAMAGES, ARISING OUT OF THIS AGREEMENT OR ACTS OR OMISSIONS IN FULFILLING ITS OBLIGATIONS HEREUNDER.
16. **Liability.** To the extent provided in this Agreement, each party shall be responsible for claims, losses, damages, and expenses proximately caused by the negligent or wrongful acts or omissions of its employees acting within the scope of their employment. Partner's tort liability shall be determined pursuant to chapter 32-12.2 of the North Dakota Century Code and is subject to the conditions and limitations contained therein. Nothing herein shall preclude either party from asserting against third parties any defenses to liability it may have under the law or be construed to create a basis for a claim or suit when none would otherwise exist. This provision shall survive the termination of the Agreement.
17. **Non-Exclusivity.** This Agreement does not give Partner exclusivity to any rights or privileges granted under this Agreement.
18. **Force Majeure.** Except for the obligation to make payments hereunder, neither party shall be in breach of this Agreement by reason of a cause beyond such party's control, including, but not limited to, earthquake, flood, fire, storm or other natural disaster, acts of God, war or armed conflict.
19. **Notices.** All notices and other communications under this Agreement must be in writing and will be deemed given (a) when delivered personally, (b) on the fourth business day after being mailed by certified mail, return receipt requested, (c) the next business day after delivery to a recognized overnight courier, or (d) upon transmission and confirmation of receipt by a facsimile operator if sent by facsimile or upon receipt by e-mail transmission at the following addresses or facsimile numbers (or to such other address or facsimile number as such party may have specified by notice given to the other party pursuant to this provision). The provisions of this section do not supersede any statutes or rules of court regarding notice of claims or service of process. In the event of a conflict between this section and any statutes or rules of court, the statutes or rules of court shall govern.
20. **Law Applicable.** This Agreement shall be interpreted according to the laws of the State of North Dakota, excluding its conflict of laws provisions which would require the application of the laws of another jurisdiction.
21. **Court Jurisdiction.** Any action commenced to enforce this Agreement or any dispute arising under it shall be brought in the Northeast Central Judicial District Court located in Grand Forks County, North Dakota.
22. **Enforceability; Offset.** If any provision contained in this Agreement shall be determined to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of that provision in every other respect and the remaining provisions of this Agreement shall not be in any way impaired. Any amounts owed Education To Go by Partner under this Agreement or otherwise may be offset against amounts owed by Education To Go to Partner.
23. **Waivers and Amendments.** Any waiver of any term or condition of this Agreement, or any amendment or supplement to this Agreement, shall be effective only if in writing and signed by the parties. In the event of a conflict between a provision of an amendment to this Agreement and the body of this Agreement, the provision contained in the amendment shall prevail. A waiver of any breach or failure to enforce any terms or conditions of this Agreement shall not in any way affect, limit or waive any other term or provision or a party's rights under this Agreement at any time to enforce strict compliance thereafter with every term or condition of this Agreement.
24. **Entire Agreement.** This Agreement, including any addenda and exhibits attached hereto and made a part hereof, comprises the entire agreement and understanding of the parties regarding the subject matter hereof and supersedes any and all prior and contemporaneous agreements and understanding, whether oral or written, between the parties regarding such subject matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by either party, or by anyone acting on the behalf of either party, which are not embodied herein.
25. **No Third Party Rights.** Nothing contained in this Agreement is intended or shall be construed to give any person, other than the parties hereto, any legal or equitable right, remedy or claim under this Agreement or any provision contained herein other than as specified in this Agreement.
26. **Counterparts.** This Agreement may be executed in any number of counterparts. Each counterpart shall be deemed to be an original instrument, but all counterparts together shall constitute but one agreement. A counterpart of this Agreement signed and transmitted by facsimile or other electronic means shall be treated as an original, executed document.

IN WITNESS WHEREOF, the authorized signatories of each party hereto have executed this Agreement as of the date first above written.

**EDUCATION TO GO**

**University of North Dakota**

By Carrie E Doyle

By  Joshua A. Rieck  
For Tom DiLorenzo

Printed Name: Carrie Doyle

Printed Name: Tom DiLorenzo

Title: General Manager, ed2go, Cengage Learning

Title: Provost and Vice President for Academic Affairs



Education To Go | A Division of Cengage Learning, Inc.

EXHIBIT A

**EDUCATION TO GO ONLINE COURSES**

Education To Go will make available to Partner to offer to Students online courses (Courses) including course materials, online instructors, course hosting and evaluation. Education To Go will host the Courses on Education To Go's website through a portal accessed through Partner's own website. Partner's online account will be established by Education To Go and reviewed by the Partner for final approval. An Online Instruction Center, Online Administration Center and Classroom will be created for Partner's account.

1. **Price.** The price to Partner of each Instructor Facilitated Short Course is indicated on the Price List Addendum, which is attached hereto and made a part of this Exhibit A. Partner may determine its own fees charged Students for Instructor Facilitated Short Courses. Education To Go's online catalog is updated periodically as new Courses are announced and added to Education To Go's offerings. Collection of Course fees from students is the responsibility of Education To Go when student uses the Education To Go online payment system. If partner chooses to add ability for students to pay in their office and bypass the Education To Go online payment system, collection of course fees will be the responsibility of partner.
2. **Payment.** Partner shall pay Education To Go for each paid Student enrollment, upon Education To Go 's submission of the following: (a) a dated invoice showing the total amount due for each Course (calculated on a per Student basis for each Student enrolled in the Course); and (b) a roster verifying the names of Students receiving online course instruction. Partner shall make payment to Education To Go at P.O. Box 36716, Chicago, IL 60694-6716, within thirty (30) days of the date of invoice. Dated invoices will be first submitted after the completion of approximately fifty percent (50%) of Course instruction, which normally occurs within three (3) weeks of commencement.
3. **Refunds.** Education To Go will refund to Partner Education To Go's price of a Course for any Student who drops a Course after enrollment, but before completion, and explains in writing his or her dissatisfaction with the Course, provided Partner also refunds an equal amount to the Student. The Student dropping the Course shall do so in conformity with Partner's stated add/drop and refund policies. Failure of the Student to drop the Course in conformity with these policies shall nullify Education To Go's obligation to pay the refund hereunder. Partner will provide Education To Go with a copy of Partner's stated add/drop and refund policies. Education To Go may, at its discretion, append a copy of said policies to the Course materials in a place and in a manner that Education To Go deems appropriate. In no event shall a Student, either directly or through Partner, be entitled to drop a Course and thereby claim a refund after Education To Go certifies or provides proof of the Student's successful completion of the Course.

Education To Go Online Courses (Exhibit A)      Accept  Decline

## EXHIBIT B

# COURSES WHICH COMPRISE CAREER TRAINING PROGRAMS

Education To Go will make available to Partner to offer to its students online Courses which comprise Career Training Programs available through Education To Go's Gatlin Education Services division, including course materials, online instructors, course hosting and evaluation. Education To Go will host such Courses on Education To Go's website through a portal accessed through Partner's own website.

1. **Price.** The price to Partner of each Course comprising part of a Career Training Program is indicated on the Price List Addendum, which is attached hereto and made a part of this Exhibit B. Partner may determine its own fees charged students for each Course comprising part of a Career Training Program.
  2. **Payment.** Collection of Career Training Program fees from students is the responsibility of Institution or Education To Go. If Education To Go processes the enrollment, the institution's share will be sent as a check. If the institution processes the enrollment, the cost of each Career Training Program shall be paid by Institution
  3. **Refund Policy.** Once a Student requests Career Training Program materials or begins viewing a Course, no refunds will be granted.
  4. **Certificates of Completion.** Partner will timely deliver a Certificate of Completion to any Student successfully completing a Career Training Program.
- to Education To Go within thirty (30) days of invoice. Partner shall make payment to Gatlin Education Services at P.O. Box 39860 Chicago, IL 60694-6716, within thirty (30) days of the date of invoice.

Courses Comprising Career Training Programs (Exhibit B) Accept  Decline

Education To Go | A Division of Cengage Learning  
**Online Enrollment & Payment Services Agreement  
For Online Courses**

**A. Customer and Service Information**

**1. Customer Information:**

Institution: **University of North Dakota**

Web Address: **http://www.ed2go.com/und**

Contact: **Patricia Young**

Address: **3264 Campus Road, Stop 9021, Gustafson Hall**

City: **Grand Forks, ND 58202-9021**

Phone: **701-777-4814**

Fax: **701-777-4282**

e-mail: **und.courses@und.edu**

Make Remittance Payable to: **University of North Dakota**

**2. Service Information:**

**Online enrollment and Payment Service**

**\$2.25/enrollment**

The charge above covers the cost of bank processing fees and other services related to credit card processing and paid by Education To Go. Invoiced monthly.

**3. Service Selection:**

**Online Enrollment and Payment Service**

Yes  No

**Education To Go**

P.O. Box 760, Temecula, CA 92593-0760

Voice: [REDACTED] • Fax: [REDACTED]

**Education To Go | A Division of Cengage Learning**  
**Online Enrollment & Payment Services Agreement**  
**For Online Courses**

**B. RECITALS**

THIS Online Enrollment & Payment Services Agreement (hereinafter, "Agreement") is entered into, by and between Education To Go, a division of Cengage Learning (hereinafter, "ETG") and the customer referenced in section A (hereinafter, "Customer").

WHEREAS, ETG is a company located in the State of California which in part provides online learning services to Customer's students (hereinafter, "Enrollees") on behalf of Customer,

WHEREAS, ETG has developed or is in the process of developing online enrollment and payment services which are used to collect enrollment payments from Enrollees on behalf of Customer,

WHEREAS, Customer is an organization described in Section A, which desires online enrollment and payment services,

NOW, THEREFORE, the parties agree as follows:

**C. SERVICES AGREEMENT**

**I. Payments.**

A: In consideration of the use and additional accommodations granted herein, Customer agrees to pay the sum indicated in Section A, Subsection 2 for each enrollment payment received from an Enrollee.

B: On a monthly basis, ETG will remit to Customer all gross enrollment fees collected from Enrollees on Customer's behalf.

C. If ETG and Customer agree to honor a refund request from an Enrollee, ETG will credit the account of Enrollee for the amount of the refund. In the event that Customer was billed for any amount that was refunded to an Enrollee, ETG will issue a credit memo to Customer. In the event that Customer has received enrollment fees which were later refunded by ETG on Customer's behalf, Customer agrees to return the refunded enrollment fees to ETG upon ETG's written request.

**2. Limitation of Liability.** ETG is not responsible whatsoever under this Agreement for problems that may arise due to Internet service limitations or interruptions of service that are outside the control of ETG including, for example, power failures; communication failures; bandwidth congestion; service interruptions; unauthorized access; failures caused by viruses, worms, or other malevolent code or individuals; unauthorized access; or acts of God.

**D. MISCELLANEOUS TERMS**

**1. Amendments.** This Agreement shall not be modified or altered except in writing and with the signature of Customer and an authorized representative of ETG.

**2. Applicable Law.** The laws of the State of North Dakota shall govern this agreement.

**3. Notices.** Any notices given under this Agreement shall be in writing and shall be deemed given when:

- (a) Delivered in person,
- (b) Transmitted by facsimile (with written confirmation of successful transmission), or
- (c) Five (5) days after being deposited in the United States mail, postage prepaid, registered or certified mail, addressed as follows:

**If to ETG:**

Education To Go  
PO Box 760  
Temecula, CA 92593-0760

**If to Customer:**

Address indicated in section A, subsection 1.

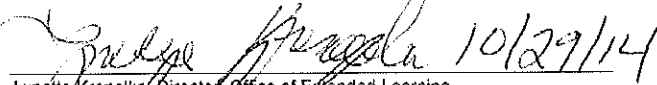
**4. Dispute Resolution.** Any action commenced to enforce this Agreement or any dispute arising under it shall be brought in the Northeast Central Judicial District Court located in Grand Forks County, North Dakota.

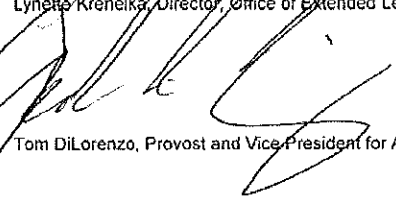
**5. Severability.** If any term or provision of this agreement shall be found to be illegal or unenforceable, then, notwithstanding, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected. It is expressly understood and agreed that each and every provision of this agreement that provides for a limitation of liability or limited warranty is intended by the parties to be severable and independent of any other provision and to be enforced as such.

**6. Breach.** No consent by either party to, or waiver of, a breach of this Agreement by the other party, whether express or implied, shall constitute consent to, waiver of, or excuse for any other different, continuing or subsequent breach.

The parties represent and warrant that they have full corporate power and authority to execute and deliver this Agreement and to perform their obligations hereunder and that the person whose signature appears below is duly authorized to enter into this Agreement on behalf of the party of whom he or she represents.

In Witness Whereof, University of North Dakota has entered into this Agreement as of date set forth below

 10/29/14  
Lynette Krenelka, Director, Office of Extended Learning

  
Tom DiLorenzo, Provost and Vice President for Academic Affairs

Joshua D. Riedel  
For Tom DiLorenzo