

## General terms and conditions

### 1. Definitions

“Affiliate” means, with respect to a person or entity, a person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the specified person or entity, and in this context, “control,” “controls” and “controlled” mean the direct or indirect power to direct the management and policies or affairs of a person or entity through the ownership of voting securities or by contract or otherwise.

“Annual Renewal Date” means the renewal date indicated on any Statement of Work.

“Applicable Deadlines” mean, collectively, those deadlines as set forth in Exhibit 2 of this Agreement.

“Applicable Law” means, with respect to a Party, each applicable federal, state, local or foreign constitution, treaty, law, statute, ordinance, rule, regulation, interpretation, directive, policy, order, writ, award, decree, injunction, judgment, stay or restraining order of any governmental body, including any Regulatory Agency (as defined below), that is required to be followed by or is otherwise applicable to a Party in connection with its performance of this Agreement.

“Authorized User” means each Client employee that is granted permission to access and use GetSet™’s administrative reporting tool.

“Cancellation Period” means 30-60 days prior to end of First Term or Annual Renewal Date.

“Confidential Information” means all confidential and proprietary information of a Party (“Disclosing Party”) disclosed to the other Party (“Receiving Party”) that is marked as “Confidential” and/or “Proprietary” or reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including, without limitation, the terms and conditions of this Agreement (but not the existence hereof), Usage Data, business and marketing plans and GetSet™ Technology. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of this Agreement or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. For purposes hereof, (A) Directory Information (as defined below) shall be Client Confidential Information and (B) any non-public information regarding the GetSet™ Technology shall be GetSet™ Confidential Information.

“Customization” means that work done by GetSet™ to launch the GetSet™ Programs for Client. Any additional work done at the request of Client (and not related to website maintenance) shall be considered additional work and is not included in the Setup and Training Fees as set forth in the Statement of Work.

“Directory Information” shall have the meaning given such term in FERPA (as defined below). For the purposes of this Agreement, Directory Information shall include, at a minimum: name, email address(es), phone number(s), and program of study.

“Enrolled Student” means any student enrolled at the Client who either has or has not started at the Client as a student.

“Service Fees” means those fees charged by GetSet™ for Client use of the Enrollment Suite and/or Persistence Suite as described in Exhibit 1 hereto.

“FERPA” means the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and regulations promulgated in connection therewith

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“Force Majeure Situations” means circumstances beyond the applicable Party’s reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, the inability to access the GetSet™ Programs or GetSet™ Site (as such terms are defined below) due to internet, service provider, telecommunications, hardware, software, user error, or other issues outside the control of GetSet, hosting facility failures and denial of service attacks.

“GetSet™ Link” means a hypertext or graphical link to the GetSet™ Site (or applicable page thereof) contained in an email or text message solicitation sent by or on behalf of the Client or School.

“GetSet Materials™” means any materials developed by GetSet™.

“GetSet™ Programs” means the online software programs, as may be co-branded, found at the GetSet™ Site intended to promote enrollment at the School(s) and/or to increase persistence and retention.

“GetSet™ Site” means the GetSet™ Site, as may be co-branded with Client Materials (as defined in Section 4.3).

“GetSet™ Technology” means the GetSet™ Site and the services offered through the GetSet™ Site, including the GetSet™ Programs (including software object and source code, algorithms, scripts, data, information and HTML script used or embodied therein), specifications and all integrations created pursuant to this Agreement, documentation, business processes, user interfaces, behavioral influence techniques, know-how, designs and other tangible or intangible technical material or information made available to Client or created under this Agreement, together with all Intellectual Property Rights therein.

“Intellectual Property Rights” means any and all rights in inventions, patents, trade secrets, trademarks and services marks and copyrightable material, including but not limited to, rights in and to computer programs, data and databases, know-how, methodologies and concepts.

“Launch Date” means the actual date upon which the GetSet™ link is first provided to Client’s Prospective Students, Admitted Students, and Enrolled Students.

“Orientation Program” means the method by which Client and GetSet™ introduces GetSet™ Programs to Admitted Students, and Enrolled Students, as described in Section 3.3 herein.

“Persisting” means an Enrolled Student who starts at the Client and remains as an Enrolled Student.

“Regulatory Agency” means any federal, state or local regulatory agency, department, bureau or other governmental authority in each case that is responsible for registrations necessary for, or otherwise governs, the manufacture, handling, use, storage, import, transport, distribution or sale of the Products in a Geographic Area.

“Professional Services” means the implementation, training and other professional services provided by GetSet™ to Client pursuant to this Agreement, specifically not including the Service Fees.

“Program Coordinator” means that agent, employee, or representative of Client who shall serve as the main contact for GetSet on all matters relating to Client Commitments and their fulfillment, including implementation and invoicing.

“Services,” means, collectively, the Service Fees and Professional Services.

“Students” means, collectively, Prospective Students, Admitted Students, and Enrolled Students.

“Subsequently Enrolled Students” mean, collectively, students who are not enrolled at the time of the Launch Date but who subsequently become Enrolled Students.

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"Usage Data" means information regarding Prospective, Admitted, or Enrolled Student "click-throughs," and other information submitted by, or collected by GetSet™ about, a Prospective Student or Enrolled Student in connection with their use of the GetSet™ Site and progress or performance on the GetSet™ Programs, but specifically excludes Directory Information provided by Client pursuant to this Agreement.

## 2. GetSet™ Responsibilities.

**2.1 GetSet™ Site and GetSet™ Programs.** GetSet™ will provide Client with the GetSet™ Programs as provided in this Agreement. Promptly following the Effective Date and at a time mutually convenient, GetSet™ will meet with appropriate Client personnel to discuss specifications and a project plan for the "Implementation," which shall mean: (i) creation of a co-branded version of the GetSet™ Site (or portion thereof) and GetSet™ Programs, (ii) creation of an Orientation Program and Email and Text Message Solicitation Program as set forth in Sections 3.2 and 3.3, and (iii) training. GetSet™ shall create such GetSet™ Site, GetSet™ Program, Orientation Program, and Email and Text Message Solicitation Program, and take such actions as necessary for GetSet™ to be in accordance with Client specifications, Client responsibilities, and project plan. Client acknowledges that any estimated delivery schedules (including the estimated Launch Date) agreed to are contingent upon timely performance of Client's responsibilities. Client shall immediately advise GetSet™ in writing as soon as it becomes aware of any developments that may delay its performance of completion of a Client responsibility.

### 2.2 Availability and Support.

- (a) GetSet™ shall use commercially reasonable efforts to make the GetSet™ Site and GetSet™ Programs available twenty-four (24) hours a day, seven (7) days a week, except for any unavailability caused by Force Majeure Situations. Students' use of the GetSet™ Site will be subject to the GetSet™ Terms and Conditions of Use and Privacy Policy provided on the GetSet™ Site (the "Privacy Policy").
- (b) GetSet™ will provide technical support relating to operation of the GetSet™ Programs to Client Monday – Friday 9:30am to 5:30pm Central Time, excluding banking holidays. All such technical support shall be provided in accordance with GetSet™'s customary support policies. Support will also be available on and through the GetSet™ Site and through email to Students.

**2.3 Assistance With Email and Text Message Solicitations and Provision of Link.** At Client's request and reasonably promptly, GetSet™ shall consult with and provide assistance to Client on formulation and content of the email solicitations described in Section 3.2 and furnish to Client the GetSet™ Link for use therewith.

**2.4 License to Client.** GetSet™ hereby grants to Client a non-exclusive, non-transferable, limited right to access the GetSet™ administrative reporting tools, included as part of the Enrollment Services (the "Administrative Reporting Tool"). GetSet™ shall provide Client with login and password information for each Authorized User to the Administrative Reporting Tool. Client and its Authorized Users may access the Administrative Reporting Tool only through use of one or more passwords, security devices or other access methods as provided by GetSet™ (collectively, "Access Methods"). Client is solely responsible for ensuring that Client's Access Methods are to be kept confidential by Client and its Authorized Users and only known to and used by Authorized Users. Client acknowledges that, in GetSet™'s discretion, GetSet™ may deny access to the Administrative Reporting Tool to any Authorized User if GetSet™ has reason to believe that the Access Methods have been lost, stolen or compromised, such Authorized User is violating any of the terms of this Agreement or poses a threat to the GetSet™ Site or any user thereof. Client will be solely responsible for all acts or omissions of any person using the Administrative Reporting Tool through Client's Access Methods. All transmissions generated by use of Client's Access Methods will be deemed to be authorized by Client and made by an Authorized User. If any of Client's Access Methods have been lost, stolen or compromised, Client will promptly notify GetSet™. Upon receipt of this notice, such Access Methods will be cancelled or suspended as soon as is reasonably practicable, but Client is responsible for any actions taken through the use of such Access Methods prior to such cancellation. Client shall not: (i) use the Administrative Reporting Tool or its access thereto in violation of applicable laws; (ii) attempt to gain unauthorized access

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to the Administrative Reporting Tool or its related networks or software or the GetSet™ Programs, (iii) modify, copy or create any derivative works based on Administrative Reporting Tool, (iv) reverse engineer, de-compile, disassemble or otherwise attempt to discover or replicate the computer source code of the Administrative Reporting Tool; (v) remove, obscure or alter any proprietary notices or labels on any portion of the Administrative Reporting Tool; or (viii) create internet “links” to or from the Administrative Reporting Tool or the GetSet™ Site, except as specifically provided in this Agreement.

**2.5 Reports and Training.** GetSet™ shall provide Client with (i) Usage Data and (ii) as set forth on the Cover Page, training with regard to interpretation, analysis and use of such Usage Data.

### 3. Client Responsibilities.

**3.1 Email and Text Message Solicitation of Enrolled Students.** Client shall send the GetSet™ email and text message solicitations designed by GetSet™. During the Term, Client agrees to send the email and text message solicitation to 100% of Enrolled Students as set forth in the Statement of Work. Client shall send such solicitations on the schedule designed by GetSet™ as part of the GetSet™ Orientation Program, and no later than the Applicable Deadlines as set forth in Exhibit 2 herein. Client is responsible for matters relating to the emails, including: (i) using the GetSet™ content and schedule, (ii) sending all solicitations to all Accepted Students, as defined in this Agreement, (iii) providing support and guidance to make sure email marketing is highly effective and (iv) compliance with all applicable federal, state, local and foreign laws. The Client’s email marketing team will be to be available to change messaging within one (1) business day based on requests by GetSet™.

**3.2 Orientation Program.** Client shall use the GetSet™ Orientation Program designed by GetSet™. Client shall develop, in consultation with GetSet™, a form of notice to Accepted Students and Enrolled Students, which includes the GetSet™ Link, notifying them that the School has established a mandatory online orientation program or a mandatory program included in the Client’s orientation. As soon as available, and no later than the Applicable Deadlines as set forth in Exhibit 2 herein, Client shall notify GetSet™ of the Directory Information (at a minimum: name, email address(es), phone number(es), and program of study), of all Admitted Students and Enrolled Students who, as of the estimated Launch Date of the GetSet™ Programs, have either received admission and/or enrolled but not yet started classes and, thereafter, will notify GetSet™ of the name and email address of all Subsequently Enrolled Students within one (1) business day of their enrollment. Client hereby authorizes GetSet™ to contact such Admitted Students and Enrolled Students through the Orientation Program (and follow ups) and enable them to log on to the GetSet™ Site. Client hereby authorizes GetSet™ to contact Admitted Students and Enrolled Students for purposes of serving as GetSet™ Ambassadors. Client hereby authorizes GetSet™ staff to attend and present to Admitted and/or Enrolled Students at on-campus and/or virtual orientation events.

**3.3 Enrolled Student Participation.** Client shall take the following actions to encourage Enrolled Student participation in the GetSet™ Persistence Suite: 1) Inclusion of GetSet™ Persistence Suite as part of Registration, Orientation, or the equivalent onboarding process; 2) Inclusion of GetSet™ Persistence Suite on a Learning Management System (LMS); 3) Inclusion of GetSet™ Persistence Suite as part of the curriculum of any existing First Year Experience or Freshman-oriented course curriculum.

**3.4 Compliance with Applicable Laws.** Client shall be responsible for ensuring that its performance of this Agreement, including the provision of Directory Information, complies with FERPA and any other Applicable Law, including without limitation, any required Annual Notification and student consent. In the event that any of Terms and Conditions of this Agreement does not comply with FERPA, FERPA shall govern.

**3.5 Online Access from Client site to GetSet™ Site.** Client shall provide student access to the GetSet™ Site via a direct link on their Learning Management System (LMS), and student-facing homepage to the GetSet™ Site.

### 4. Ownership and Grant of Rights.

**4.1 GetSet™ Ownership.** The GetSet™ Technology and the Usage Data are the exclusive property of GetSet™ and GetSet™

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hereby retains all right, title and interest in and to the GetSet™ Technology and Usage Data. Except as expressly set forth in this Agreement, no express or implied license or right of any kind is granted to Client regarding the GetSet™ Technology and Usage Data.

**4.2 GetSet™ Materials.** GetSet™ hereby grants to Client the non-exclusive, non-transferable, non-assignable right during the Term to use GetSet™'s name, trademarks and service marks, and other related textual and graphic materials that may be provided by GetSet™ to Client from time to time pursuant to this Agreement (collectively, the “GetSet™ Materials”) for use in the emails solicitation and in connection with Client’s advertising and promotion of the GetSet™ Site and GetSet™ Programs. No other use of the GetSet™ Materials shall be made by Client for any purpose not authorized by this Agreement without the prior written approval of GetSet™. As between GetSet™ and Client, GetSet™ owns and shall continue to own, exclusively, all right, title and interest (including, without limitation, all rights provided under copyright and trademark laws) in and to the GetSet™ Materials, throughout the universe, in perpetuity, subject to the rights granted to Client to use the same pursuant to this Agreement. All use of the GetSet™ Materials hereunder shall inure to the benefit of GetSet™ and shall not create any rights of ownership in them for Client.

**4.3 Client Materials.** Client hereby grants to GetSet™ the non-exclusive, non-transferable, non-assignable right during the Term to use Client’s name, trademarks and service marks, and other related textual and graphic materials that may be provided by Client to GetSet™ (collectively, the “Client Materials,” and collectively with the GetSet™ Materials, “Materials”) on the GetSet™ Site and in connection with the Orientation Program and advertising and promotion of the GetSet™ Site and GetSet™ Programs. No other use of the Client Materials shall be made by GetSet™ for any purpose not authorized by this Agreement without the prior written approval of Client. As between GetSet™ and Client, Client owns and shall continue to own, exclusively, all right, title and interest (including, without limitation, all rights provided under copyright and trademark laws) in and to the Client Materials, throughout the universe, in perpetuity, subject to the rights granted to GetSet™ to use the same pursuant to this Agreement. All use of the Client Materials hereunder shall inure to the benefit of Client and shall not create any rights of ownership in them for GetSet™.

**4.4 License to Usage Data.** GetSet™ hereby grants to Client the perpetual, royalty-free, non-exclusive, non-transferable, non-assignable right to use the Usage Data internally within its organization, including the School(s), for purposes of analysis, marketing, reporting and retention. Client agrees to hold and use the Usage Data in accordance with GetSet™'s Privacy Policy located on the GetSet™ Site in effect from time to time.

**4.5 Clarification and Restrictions.** For the avoidance of doubt, each of GetSet™ and Client shall own its own Materials which appear on the GetSet™ Site or in the GetSet™ Programs, and neither Party will obtain any rights in or to such Materials except the limited right to use as provided herein. Without limiting the generality of the foregoing provisions of this Section 4, the licensee of the grant of rights set forth herein agrees that, except as authorized in writing, it will not: (i) authorize or knowingly permit use of the licensed materials by persons other than Authorized Users; (ii) transfer, assign or distribute the licensed materials to any third party other than as permitted under this Agreement or (iii) adapt, alter, modify, translate or create derivative works of the licensed materials.

## 5. Representations and Warranties.

**5.1 Mutual Warranties.** Each Party represents and warrants to the other Party throughout the Term that (i) it has the legal power to enter into this Agreement; (ii) that the signatory hereto has the authority to bind the applicable organization; and (iii) when executed and delivered, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable in accordance with its terms.

**5.2 Additional GetSet™ Warranties.** GetSet™ hereby warrants to Client that (i) the GetSet™ Programs will perform substantially in accordance with the descriptions thereof in Exhibit 1 and (ii) GetSet™ will provide the Professional Services in a good and workmanlike manner. In the event of a breach of the warranty in (i), GetSet™'s sole obligation, and Client’s sole remedy, will be for GetSet™ to use its reasonable commercial efforts in accordance with Section 2.2(b) to correct the applicable errors or failures in the GetSet™ Programs. In the event of a breach of the warranty in (i), GetSet™'s sole

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obligation, and Client's sole remedy, will be for GetSet to correct any nonconforming Professional Services if Client gives GetSet™ notice of such nonconformance within fifteen (15) days of delivery of such Professional Services. The Licensor does not guarantee that the GetSet™ Programs are or will be free of errors.

**5.3 Additional Client Warranties.** Client warrants to GetSet™ that (i) all Enrolled Students have “opted in” or otherwise assented to the receipt of the applicable email or text, and (ii) all lists Enrolled Students received by GetSet™ have been “scrubbed” and are accurate.

**5.4** EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY IS MAKING, AND HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GETSET™ HEREBY MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE GETSET™ WEBSITE OR GETSET™ PROGRAMS, INCLUDING ANY OUTCOMES RELATED TO THE USE THEREOF BY STUDENTS OR THAT THEY WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT ANY ERRORS WILL BE CORRECTED.

## 6. Payments and Audit Rights.

**6.1 Payments.** Client will pay GetSet™ the fees specified in, and in accordance with, the Statement of Work (the “Fees”). If the payment of any amount under this Agreement is not paid when due by the Client, GetSet™ shall be entitled to charge interest at the rate equal to the lesser of twelve percent (12%) per annum or the maximum then permitted by applicable law. In addition, if any amount payable hereunder is more than ten (10) days late, GetSet™ reserves the right to cease providing services to Client, without liability to Client, until such amounts are paid in full.

**6.2 Noncompliance Penalty.** If Client does not comply with the Client Commitments as set forth in the Agreement, Client shall owe GetSet, as full and fair consideration for the work done to implement Client's GetSet™ program, a payment of \$25,000.00. If Client remains noncompliant after written notice by GetSet™, the Noncompliance Penalty shall be due immediately upon thirty (30) days having elapsed following notice from GetSet™ that Client is noncompliant under the Agreement.

**6.3 Invoicing.** GetSet™ shall invoice Client for the Enrollment Service Fees. Setup and Training Fees, if applicable, shall be billed monthly to Client at GetSet™'s standard rates as set forth in the Statement of Work. All fees are payable by the 10th day of the month for all Fees incurred in the previous month.

**6.4 Expenses.** Should travel be required or requested, client shall reimburse \$600 per staff member per day which will be billed in full day increments including time required to travel to and from Client, unless otherwise agreed upon. Expenses include travel by GetSet™ staff during the course of implementation of the GetSet™ program and travel by GetSet™ staff to participate in Orientations. GetSet™ shall be responsible for all other expenses and incidental costs, if any, incurred in connection with this Agreement.

**6.5 Taxes.** GetSet™'s Fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, excise, use or withholding taxes (collectively, "Taxes"). Client is responsible for paying all Taxes associated with the services performed pursuant to this Agreement, excluding taxes based on GetSet™'s net income or property.

**6.6 Disputed Invoices.** If Client in good faith disputes any fee, expense, or other charge, Client will promptly provide GetSet™ with notice of such dispute (but in any event before the due day of the payment) and must detail amount of the dispute and the basis therefor. Client and GetSet™ will use their reasonable efforts to promptly resolve the dispute, making representatives with authority to agree to any resolution available with one week of notice of the dispute and on a reasonable basis thereafter. Subject to the foregoing, Client shall have no obligation to pay a disputed amount until resolution of the dispute, but must pay the undisputed portion as set forth in this Agreement. The existence of a good faith billing dispute shall not constitute valid ground for non-performance by GetSet™ hereunder. As used herein, the tem

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“reasonable efforts” means, with respect to a given goal, the efforts that a reasonable person in the position of the promisor would use so as to achieve the stated goal as expeditiously as possible.

**6.7 Records and Inspection Rights.** Each party will keep and maintain proper records and books of account relating to this Agreement, such records not to be destroyed for a period of three (3) years following their creation. Each party may inspect such records of the other to verify the Fees being charged or paid hereunder from time to time. Any such inspection (which may be conducted by an independent auditor selected by auditing party) will be conducted only upon at least ten (10) days written notice, during regular business hours and in a manner that does not unreasonably interfere with audited party’s business activities. If an audit reveals an underpayment or overcharge, the audited party shall immediately pay said amount plus interest at the rate of the lesser of twelve percent (12%) per annum or the maximum then permitted by Applicable Law, from the original due date until paid. Such inspection shall be at auditing party’s cost and expense; provided, however, if the audit reveals overcharges or underpayments (not due to mistake in any invoice) in excess of five percent (5%) of the payments owed or due, the audited party shall pay the reasonable cost of such audit(s)

## 7. Indemnification Matters.

**7.1 Indemnification by GetSet™.** GetSet™ agrees to indemnify, defend and hold harmless Client, its Schools, and their respective directors, officers, agents and employees from and against any and all actual or threatened losses, liabilities, claims, suits, judgments, damages, costs and expenses, including reasonable attorneys’ fees and costs associated therewith, brought by or paid or payable to a third party (collectively, “Losses”) to the extent such Losses arise from or in connection with or are related to any of the following.

- (a) any allegation that the GetSet™ Technology or the GetSet™ Materials infringe, misappropriate or violate an intellectual property right of a third party, except to the extent Client uses the allegedly infringing GetSet™ Technology or GetSet™ Materials in a manner not licensed to Client hereunder;
- (b) GetSet™’s or its subcontractor’s breach of obligations with respect to Client Confidential Information, including use of Directory Information other than for the purposes set forth herein;
- (c) GetSet™’s breach of its Privacy Policy; or
- (d) GetSet™’s or its subcontractor’s failure to comply with Applicable Law.

**7.2 Indemnity by Client.** Client agrees to indemnify, defend and hold harmless GetSet™ and its officers, directors, employees, agents, representatives, successors, and assigns, from any Losses to the extent such Losses arise from or in connection with or related to any of the following.

- (a) any allegation that the Client Materials infringe, misappropriate or violate an intellectual property right of a third party, except to the extent GetSet™ uses the allegedly infringing Client Materials in a manner not licensed to GetSet™ hereunder;
- (b) Client’s breach of obligations with respect to GetSet™ Confidential Information.
- (c) Client’s failure to comply with Applicable Law, including FERPA.

**7.3 Indemnification Procedures.** If any third-party claim is commenced against a Party or other person to be indemnified under Section 7.1 or 7.2 (the “Indemnified Party”), notice thereof will be given to the indemnifying Party (the “Indemnifying Party”) as promptly as practicable. If, after such notice, the Indemnifying Party acknowledges that it is responsible for indemnifying such claim, then the Indemnifying Party will be entitled, if it so elects, in a notice promptly delivered to the Indemnified Party, but in no event less than ten (10) days prior to the date on which a response to such claim is due, to

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immediately take exclusive control of the defense and investigation of such claim and to employ and engage attorneys reasonably acceptable to the Indemnified Party to handle and defend the same, at the Indemnifying Party's sole cost and expense. The Indemnified Party will cooperate, at the cost of the Indemnifying Party, in all reasonable respects with the Indemnifying Party and its attorneys in the investigation, trial and defense of such claim and any appeal arising therefrom; provided, however, that the Indemnified Party may, at its own cost and expense, participate, through its attorneys or otherwise, in such investigation, trial and defense of such claim and any appeal arising therefrom; provided that the Indemnified Party may not settle or compromise the claim without the written consent of the Indemnifying Party. No settlement of a claim that involves a remedy other than the payment of money by the Indemnifying Party and/or restrictions on use of third party intellectual property will be entered into without the consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed. After notice by the Indemnifying Party to the Indemnified Party of its election to assume full control of the defense of any such claim, and so long as the Indemnified Party continues to diligently defend or attempt to settle the claim, the Indemnifying Party will not be liable to the Indemnified Party for any legal expenses incurred thereafter by such Indemnified Party in connection with the defense of that claim. If the Indemnifying Party does not elect to assume full control of the defense of such claim, then the Indemnified Party may defend the claim and settle and/or compromise the claim subject to the indemnification provided above, including for the Indemnified Party's attorneys' fees.

## 8. Limitation of Remedies.

**8.1 No Consequential Damages.** Except for, or reimbursement on account of, payments to third parties pursuant to a Party's indemnification obligations under Section 7, or for breach of the other Party's intellectual property rights, in no event will either Party be liable to the other Party for any indirect, special, incidental or consequential damages, including without limitation loss of profits, loss of good will, loss or inaccuracy of data or business information, business interruption or arising out of the this Agreement, even if a Party has been advised of the possibility of such damages.

**8.2 Maximum Damages.** Except for, or reimbursement on account of, payments to third parties pursuant to GetSet™'s indemnification obligations under Section 7.1, in no event will GetSet™'s liability to Client with respect to this Agreement exceed Fees paid to GetSet™ during the six (6) months prior to the incident giving rise to the Loss.

**8.3. Time Period.** No action arising out of any breach or claimed breach of this Agreement or the transactions contemplated by this Agreement may be brought by either Party more than one (1) year after the cause of action has accrued. For purposes of this Agreement, a cause of action will be deemed to have accrued when a Party knew or reasonably should have known of the breach or claimed breach.

**8.4 Force Majeure.** Neither Party shall be liable to the other Party, and shall be excused from, any failure to deliver or perform or for delay in delivery or performance due to a Force Majeure Situation. The Party experience the Force Majeure Situation shall use its reasonable efforts to recommence performance whenever and to whatever extent possible without delay. The Party whose performance is prevented, hindered, or delayed by a Force Majeure Situation will as soon as practicable notify the other Party of the occurrence of the Force Majeure Situation and describe in reasonable detail the nature of the Force Majeure Situation. If a Force Majeure Situation lasts longer than thirty (30) days, the other Party may immediately terminate the Agreement by giving written notice to the delayed Party.

## 9. Confidentiality.

### 9.1 Confidentiality.

- (a) The Receiving Party shall not use or disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement (including in no event to create a product that competes with the GetSet™ Technology), except with the Disclosing Party's prior written permission. The Receiving Party shall use the same degree of care to protect the Confidential Information as it uses to protect its own information of a confidential and proprietary nature, but in no event shall it use less than a reasonable degree of care. Without limiting the



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foregoing, GetSet™ agrees that it shall use Directory Information it receives pursuant to this Agreement solely as permitted in this Agreement and GetSet™ shall not disclose Directory Information it receives under this Agreement to any third party, except as provided herein or with the prior written consent of the Student or Client, or as otherwise permitted by law.

(b) Notwithstanding the foregoing,

- (i) the Receiving Party may disclose Confidential Information to those of its employees and contractors who need to know the Confidential Information for purposes of performing this Agreement;
- (ii) if the Receiving Party is compelled by law, a subpoena or other validly issued administrative or judicial process to disclose Confidential Information of the Disclosing Party, it may do so provided it (A) provides the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure and (B) discloses only that Confidential Information which is required to be disclosed in content and manner; and
- (iii) Client grants GetSet™ the perpetual right and license to combine non-personally identifiable elements of Directory Information with Usage Data to create trend or experiential information and may use and distribute the same in connection with business.

**9.2 Return.** Upon any termination or expiration of this Agreement, the Receiving Party shall promptly (i) return to the Disclosing Party or, if so directed by the Disclosing Party, destroy all tangible embodiments of the Confidential Information (in every form and medium), and (b) permanently erase all electronic files containing or summarizing any Confidential Information; provided however, that a copy of deleted Confidential Information may persist in backup copies for a reasonable period of time, or as an electronic "footprint" on an ongoing basis, but in either situation will not be generally available to the Receiving Party, including those who previously had valid access to such Confidential Information.

**9.3 Client Restriction.** In light of Client's access to Confidential Information of GetSet™, Client agrees that during the Term and for a period of twenty-four (24) months thereafter, neither it and nor any Affiliate will develop an automated or online program designed help Enrolled Students maintain that status through an online orientation program that uses similar strategies that GetSet™ has created including but not limited to mindset development, peer behavior modeling, and writing therapy specifically as it relates to goal-setting or mindset development.

**9.4 Remedies.** Each Party acknowledges and agrees that money damages may not be a sufficient remedy for any breach or threatened breach of this Section 9 (Confidentiality) by a Receiving Party. Therefore, in addition to all other remedies available at Law (which neither Party waives by the exercise of any rights hereunder), the Disclosing Party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach, and the Parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim.

## 10. Term and Termination.

**10.1 Term.** This Agreement will take effect on the Effective Date and, unless earlier terminated in accordance with the provisions of this Section 10, will remain in effect for the Initial Period set forth on the Statement of Work hereof. This Agreement will automatically renew on the Annual Renewal Date as defined in this Agreement for successive two (2) year terms (each a "Renewal Term," and collectively with the Initial Term, the "Term") unless and until either Party gives written notice during the Cancellation Period as defined in this Agreement of to the other that it wishes not to renew the Initial Term or then-current Renewal Term.

**10.2 Termination for Cause.** This Agreement may be terminated by Party if the other Party (i) subject to Section 6.5, fails to

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pay any amount due the other Party under this Agreement within ten (10) days after written notice of non-payment, or (ii) commits a material non-monetary breach of this Agreement, which breach, if capable of being cured, is not cured within twenty-one (21) days of a written notice of termination by GetSet™.

**10.3 Termination for Insolvency.** Either Party may terminate the Agreement effective immediately, if the other Party files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency Law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property.

**10.4 Effect of Termination.** Upon the termination of this Agreement, GetSet™ will promptly invoice Client for any outstanding Fees due and owing under this Agreement. Client shall pay such fees that are not disputed to GetSet™ in accordance with the payment terms set forth in Section 6. Each Receiving Party shall return or destroy the Disclosing Party's Confidential Information in accordance with Section 9.2. GetSet™ shall, at no cost to Client, deliver to Client all Usage Data, in the format and medium in use by GetSet™ in connection with the Services as of the date of such expiration or termination. Notwithstanding anything to the contrary herein, termination of this Agreement will not affect the provisions of this Agreement relating to the payment of amounts due, any licenses which are perpetual or the provisions of Sections 4, 5.4, 6.6, 7, 8, 9, 10.4 and 12.3 of this Agreement, all of which will survive termination of this Agreement regardless of the reason for termination.

## 11. Data Security.

**11.1 Security Policies and Safeguards.** GetSet™ maintains an information security program ("Info Security Program"), which is designed to reasonably and adequately (i) safeguard Client's Confidential Information, and (ii) detect, prevent, and mitigate an actual or attempted theft, misappropriation or misuse of Client's Confidential Information. During the Term, GetSet will not modify its Info Security Program in a manner that would materially degrade or adversely impact Client Confidential Information. GetSet™ shall, from time to time, enhance its policies, procedures and security measures as part of the Info Security Program to ensure that it is (i) no less rigorous than those maintained by GetSet™ for its own information of a similar nature, (ii) substantially in accordance with accepted security standards in the industry, and (iii) adequate to meet any applicable requirements of applicable laws, rules or regulations.

**11.2 Breach of Data Security.** In the event GetSet™ discovers or is notified of a breach or potential breach of security relating to Client Confidential Information (or GetSet™ systems containing Client Confidential Information), which has been given to GetSet™ or a GetSet™ subcontractor (or to which either has access), or GetSet™ Locations, GetSet™ shall notify Client (with notice to be provided telephonically and/or by email until confirmation of receipt is received) of such breach or potential breach as soon as practicable after discovering or learning of a suspected or actual breach, including any of the following:

- (i) suspected breaches and compromises of Client Confidential Information or GetSet™'s systems or networks that directly or indirectly support Client Confidential Information, or claims or threats thereof made by any GetSet™ Personnel or any other individual;
- (ii) termination of any GetSet™ Personnel for cause, where related to such GetSet™ Personnel's potential, suspected or actual misuse or compromise of Client Confidential Information or GetSet™'s or its subcontractor's systems or networks that directly or indirectly support Client Confidential Information; and
- (iii) any law enforcement or administrative investigation or inquiry into suspected misuse or abuse of GetSet™'s or its subcontractor's systems or network that directly or indirectly support Client Confidential Information.

**11.3. Incident Response and Remedial Action.** In the event of an actual or suspected breach by GetSet™, its subcontractors or any of their respective personnel of Client Confidential Information in the possession or under the control of GetSet™, or to which GetSet or its subcontractors have access, GetSet™ agrees to promptly: (i) investigate such breach or potential

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breach; (ii) use commercially reasonable efforts to cure such breach or potential breach; and (iii) restore any lost or damaged data from backup copies maintained by Client, using generally accepted data restoration techniques.

## 12. Miscellaneous.

**12.1 Feedback.** Any feedback, data, answers, questions, comments, suggestions, ideas or the like which Client sends or otherwise provides to GetSet™ relating to the GetSet™ Technology will be treated as being non-confidential and non-proprietary. GetSet™ may, on a perpetual basis, use, disclose or publish any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever, without attribution or compensation to Client.

**12.2. At all times during the Term, GetSet™ will maintain insurance coverage.**

**12.3 Arbitration.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Chicago, Illinois before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the award may be entered in any court having jurisdiction. This subsection shall not preclude parties from seeking injunctive relief or specific performance directly from court of competent jurisdiction. The Parties agree to continue performing their respective obligations under this Agreement while any dispute is being resolved pursuant to subsection (a) above or otherwise.

### 12.4 Relationship of the Parties.

- (a) Client and GetSet™ shall at all times be independent contractors for purposes of this Agreement, and not agents, employees, co-venturers or partners (notwithstanding any use of the word “partner” herein or in any communication between the Parties). The Parties further acknowledge that neither Party will have any right, power or authority to obligate or bind the other to any contract, term or condition.
- (b) Nothing in this Agreement limits GetSet™’s right to enter into transactions with other companies, educational institutions or schools (or their students or prospective students), even if identical or substantially similar to this Agreement, or and/or make the GetSet™ Site or GetSet™ Programs available to any such other entities or students; provided that they will not have access to any portion of the GetSet™ Site which is branded with Client’s Materials.
- (c) Each Party will appoint in the person listed in the Statement of Work as its "Coordinator" for all communication between the Parties related to this Agreement. Each Coordinator will be responsible for monitoring the status of the services and will schedule the training, Virtual Check-ins and other meetings with the other Coordinator. Either Party may change its Coordinator upon written notice to the other.

**12.5 No Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party, except to an Affiliate, to the School(s) listed in the Statement of Work or a successor-in-interest to the business of the Party, whether by way of asset sale, merger or otherwise.

**12.6 Waivers.** No failure or delay by GetSet™ in exercising any right, power or privilege hereunder shall operate as a waiver thereof, all waivers being required to be in a writing signed by GetSet™.

**12.7 Governing Law.** This Agreement will be governed by and construed according to the laws of the State of Illinois, without regard to any conflicts of law principles. Subject to the terms of Section 12.3 above, the Parties hereby agrees to the exclusive jurisdiction of the state and federal courts sitting in Chicago, Illinois, and agrees not to plead forum non conveniens in any case brought in such jurisdiction.

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**12.7 Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all previous communications, representations, understandings, memoranda of understanding (MOUs) and agreements, either oral or written, between the Parties with respect to said subject matter. The Parties are not relying on any statement or representation that is not contained herein. This Agreement may only be amended by a written agreement signed by both Parties hereto.

**12.8 Notice.** Any notice to be given hereunder shall be in writing and delivered personally, by registered or certified mail, postage prepaid, or by overnight courier service, to the address set forth in the Statement of Work, or such other address as either Party may designate in accordance with this Section. Notices shall be deemed received at the earlier of actual receipt, three business days following mailing, or one business day after deposit with an overnight courier service.

**12.9 Construction.** Section headings are included in this Agreement merely for convenience of reference; they are not to be considered part of this Agreement or used in the interpretation of this Agreement. When used in this Agreement, “including” means “including without limitation.”

**12.10 Signatures.** The Parties agree that this Agreement may be executed by any party by electronically scanned or facsimile signature, provided that originals are exchanged within a reasonable period thereafter. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

In effect as of 01-09-2017.